TEAM HEADQUARTERS AND PRACTICE FACILITY MANAGEMENT AGREEMENT

BETWEEN

[_]

AND [_]

Dated as of [_]

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TEAM HEADQUARTERS AND PRACTICE FACILITY MANAGEMENT AGREEMENT

THIS TEAM HEADQUARTERS AND PRACTICE FACILITY MANAGEMENT AGREEMENT (together with all renewals, replacements, modifications and amendments thereof, the "**Agreement**") is made as of [_], by and between the [**Kansas Sports Facilities Authority]**, [_] having an office and principal place of business at [_] (the "**Owner**"), and [**HQCO]**, a [_], having an office and principal place of business at [_] ("**Manager**"), as manager.

R E C I T A L S:

WHEREAS, the STAR Bond District will include approximately [_] acres of real property situated in Olathe in Johnson County, Kansas, more particularly described in the Land Transfer Agreement – Johnson County (the "**Land**"), which land will be conveyed to Owner pursuant to the Land Transfer Agreement – Johnson County and utilized for the development, construction and operation of the Team's new office headquarters ("**Team Headquarters**") and new, cutting-edge practice facility ("**Practice Facility**" and together with the Team Headquarters, the "**Team Facilities**"); and

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

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

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

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

WHEREAS, contemporaneously with the execution of this Agreement, (i) Manager, Owner and State have entered into (a) a Stadium Construction Coordination Agreement (the "**CCA**") with respect to the design, development and construction by Manager of the Stadium Facility, (b) a Stadium Management Agreement (the "**Stadium Management Agreement**") governing the Team's use of the Stadium Facility, (c) two non-relocation agreements whereby the Chiefs have agreed to (x) play all Home Games at the Stadium for the Term of the Stadium Management Agreement (the "**Stadium Non-Relocation Agreement**"), subject to the terms and conditions set forth therein, and (y) continuously operate the Team Facilities, including all training and football operations activities therefrom on a full time, year round basis (the "**Team Facilities Non-Relocation Agreement**") (and, together with the Stadium Non-Relocation Agreement, the

"**Non-Relocation Agreements**"), subject to the terms and conditions set forth therein, (d) a community impact agreement (the "**CIA**") to document the commitments made by Manager that will ensure the Stadium Facility and Team Facilities will benefit not only the Team but also the local communities and the State; and (e), the Team Headquarters and Practice Facility Construction Coordination Agreement, with respect to the design, development and construction by Manager of the Team Facilities, and (ii) the Chiefs (in such capacity, the "**Guarantor**") has entered into a Club Guaranty Agreement (the "**Guaranty**") where the Guarantor has agreed to guaranty its obligations under the other Definitive Documentation; and

WHEREAS, as a material inducement for the Owner to enter into the CCA, the Team Headquarters and Practice Facility Construction Coordination Agreement, the Stadium Management Agreement and this Agreement with Manager, the Chiefs have agreed to certain covenants set forth in the Non-Relocation Agreements to assure that the Chiefs will, (i) during the Term of this Agreement, continuously operate the Team Facilities, including all training and football operations activities therefrom on a full time, year round basis on the terms and conditions set forth in the Team Facilities Non-Relocation Agreement, and, (ii) during the Term of the Stadium Management Agreement, cause the Team to play its Home Games at the Stadium on the terms and conditions set forth in the Stadium Non-Relocation Agreement; and

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

ARTICLE 1
DEFINITIONS; INTERPRETIVE PROVISIONS

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

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

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

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

"**Advertising Rights**" shall mean any advertising or marketing of any kind on or in the Team Facilities.

"**Affiliate**" shall mean (i) as to any Person other than a Governmental Authority, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control

with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Chiefs, Manager or the Team.

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

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

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

"**Annual Facility Report**" shall have the meaning ascribed to such term in Section 6.4 of this Agreement.

"**Annual Payments**" shall have the meaning ascribed to such term in Section 3.1 of this Agreement.

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

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

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

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

"**Buildings**" shall mean the Team Headquarters, the Practice Facility and any other building or enclosed structure now or hereafter situated on the Land.

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

"**Capital Repair Threshold**" shall have the meaning ascribed to such term in Section 6.4(d) of this Agreement.

"**Capital Repairs**" shall mean any single addition, alteration, demolition, improvement or refurbishing of or to the Team Facilities or any portion thereof, the cost or expense of which is classified as a capital expense by GAAP not included in the construction of the Team Facilities as constructed in accordance with the Team Headquarters and Practice Facility Construction Coordination Agreement.

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

"**Casualty Repair Work**" shall have the meaning ascribed to such term in Section 7.1 of this Agreement.

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

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

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

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

"**Comparable NFL 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 practices facilities for NFL Teams; provided that nothing herein shall require that the Team Facilities include any particular features or components that are included in any of the Comparable NFL Facilities unless such features or components are otherwise listed in the Project Program Statement.

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

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

"**CPA**" shall have the meaning ascribed to such term in Section 6.3 of this Agreement.

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

"**Definitive Documentation**" shall have the meaning ascribed to such term in the Team Headquarters and Practice Facility Construction Coordination Agreement.

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

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

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

"**Environmental Claim**" shall mean any notice of violation, notice of potential or actual responsibility or liability, or written claim, suit, action, demand, directive or order (including those for contribution and/or indemnity) by any Governmental Authority or other Person for any damage (including, but not limited to, personal injury, tangible or intangible property damage, natural resource damage, indirect or consequential damages, investigative costs, removal, response or remediation costs, nuisance, pollution, contamination or other adverse effects on the environment or for fines, penalties or restrictions or conditions on existing environmental permits or licenses) resulting from or relating to (i) the presence of, a Release or threatened Release into the environment of, or exposure to, any Hazardous Substance, (ii) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) the violation, or alleged violation, of any Environmental Laws or (iv) the non-compliance or alleged non-compliance with any Environmental Laws.

"**Environmental Law**" shall mean any applicable, or relevant and appropriate, statutes, ordinances, bylaws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution or protection of public health or the environment from Hazardous Substances (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture,

processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

"**Excluded Dispute**" shall have the meaning ascribed to such term in Section 17.2 of this Agreement.

"**Expiration Date**" shall have the meaning ascribed to such term in the Stadium Management Agreement, as may be extended according to the terms therein.

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

"**Force Majeure**" shall mean the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Agreement is actually, materially, and reasonably delayed or prevented thereby: acts of God; acts of the public enemy; wars or war-like action; arrests or other restraints of a Governmental Authority (civil or military); blockades; embargoes; strikes; labor disputes; lock-outs; epidemics; pandemics; any governmental order, declaration, or regulation that has the effect of prohibiting access to the Team Facilities; landslides; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by complying with arbitration actions and other proceedings under this Agreement; civil disturbance or disobedience; riot; sabotage; terrorism or threats of sabotage or terrorism; cyberattacks; or failures of utilities or critical infrastructure serving the Team Facilities; or other similar occurrence that is not within the reasonable control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. Notwithstanding the foregoing, "Force Majeure" shall not include (i) any Party's financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner, or (ii) failure to obtain permits, approvals or financing, except to the extent directly caused by a qualifying Force Majeure event; or (iii) any event to the extent caused by the negligence or willful misconduct by the Party claiming Force Majeure.

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

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

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

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

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

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

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

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

"**Insurance Requirements**" shall have the meaning ascribed to such term in Section 12.1 of this Agreement.

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

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

"**Land Transfer Agreement – Johnson County**" shall have the meaning ascribed to such term in the Team Headquarters and Practice Facility Construction Coordination Agreement.

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

"**Losses**" shall mean all losses, liabilities, deficiencies, damages, fines, late charges, penalties, claims, costs and expenses (including, without limitation, all fines, penalties and other amounts paid pursuant to a judgment, compromise or settlement), court costs and

reasonable legal and accounting fees and disbursements, whether incurred in a third-party action or in an action to enforce this Agreement or the provisions of ARTICLE 11 or ARTICLE 15 or any other indemnification provision set forth in this Agreement.

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

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

"**Management and Operations**" shall mean the ongoing oversight, administration and performance of activities required to keep the Team Facilities open, functional and maintained in a first-class manner reasonably consistent with the applicable standards at other Comparable NFL Facilities, including, security, janitorial, maintenance, parking and other Team Facilities-related services, and the engagement of vendors or contractors performing such services or repairs.

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

"**Manager Default**" shall mean any of the events listed in Section 19.1 of this Agreement.

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

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

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

"**NFL Labor Dispute**" means any of the following that results in the suspension or interruption of the Team Use at the Team Facilities: any owners' lock-out, players', umpires', referees' strike or other NFL labor disputes.

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

"**NFL Rules and Regulations**" shall mean the Constitution and Bylaws of the NFL, including, without limitation all resolutions, rules and policies adopted and/or promulgated thereunder, and the Articles of Association and Bylaws of the NFL Management Council, including, without limitation, any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are within the Commissioner's jurisdiction; all operative NFL or

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

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

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

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

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

"**Owner Default**" shall have the meaning ascribed to such term in Section 20.1 of this Agreement.

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

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

[_]

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

[_]

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

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

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

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

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

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

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

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

"**Project**" shall have the meaning ascribed to such term in the Team Headquarters and Practice Facility Construction Coordination Agreement.

"**Project Program Statement**" shall mean the project program statement as defined in, and set forth as, Exhibit [●] to the Team Headquarters and Practice Facility Construction Coordination Agreement.

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

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

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

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

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

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

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

"**Substantial Completion**" shall have the meaning ascribed to such term in the Team Headquarters and Practice Facility Construction Coordination Agreement.

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

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

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

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

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

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

"**Team Headquarters and Practice Facility Construction Coordination Agreement**" shall mean that certain Team Headquarters and Practice Facility Construction Coordination Agreement, dated as of the date hereof, entered into by and between [the State and the Chiefs], with respect to the design, development and construction by Manager of the Team Facilities.

"**Team Use**" shall mean the use of the Team Facilities by the Team, Manager and their Affiliates for football training and practice, football and business operations, administrative and office functions, player and staff facilities, medical, rehabilitation and performance services, equipment, video and media production, meetings and team travel logistics, and any camps, clinics, corporate and community events hosted by Manager at the Team Facilities.

"**Temporary Owner Self Help Right**" shall have the meaning ascribed to such term in Section 19.2(a)(iii) of this Agreement.

"**Term**" shall mean the term of this Agreement, beginning on the Commencement Date and ending on the Expiration Date or such earlier date provided for in this Agreement.

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

"**Untenantable Condition**" shall mean the existence of any one of the following conditions as a result of any Casualty, Force Majeure, condemnation action or similar action by a Governmental Authority, Construction Defect or Design Defect (but only to the extent that such condition is not the direct proximate result of (x) the Chiefs' (or its representatives', agents', consultants', employees', or contractors') failure to perform its obligations as required under the Team Facilities Non-Relocation Agreement or (y) Manager's (or its representatives', agents', consultants', employees', or contractors') failure to perform its obligations required under this Agreement or the Team Headquarters and Practice Facility Construction Coordination Agreement: (i) the condition of the Team Facilities is such that the Team could not conduct, or reasonably be foreseen to conduct, the Team Use in accordance with the NFL Rules and Regulations or Applicable Law at the Team Facilities or (ii) any condemnation or similar action is undertaken by a Governmental Authority which results in the NFL requiring the Team to conduct the Team Use at a facility other than the Team Facilities.

"**Use Agreement**" shall have the meaning ascribed to such term in Section 10.3 of this Agreement.

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

EXHIBIT A Description of the Land

EXHIBIT B Manager Insurance Requirements

EXHIBIT C Acknowledgment of Commencement Date

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

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

ARTICLE 2
USE

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

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

ARTICLE 3
ANNUAL PAYMENTS

3.1 Annual Payments. During the Term, Manager shall pay in each Term Year, as annual payment to Owner, Ten Thousand and No/100 Dollars ($10,000.00) (the "**Annual Payments**"). Manager shall pay to Owner the Annual Payments for the first Term Year no later than five (5) Business Days following the Commencement Date. Manager shall pay to Owner the Annual Payments for each Term Year thereafter no later than five (5) Business Days following each Anniversary Date (commencing on the first Anniversary Date). Annual Payments shall be paid to Owner without notice or demand and without abatement, deduction or set-off in lawful money of the United States of America at Owner's Address. Notwithstanding anything to the contrary contained herein or in the Stadium Management Agreement, the Parties acknowledge and agree that the Annual Payments paid by Manager to Owner pursuant to this Section 3.1 shall be applied to offset and reduce the Retained Amount (as defined in the Stadium Management Agreement) such that, for each Term Year in which Owner receives an Annual Payment hereunder, Owner shall reduce the amount otherwise retained by Owner under the Stadium Management Agreement by an amount equal to the Annual Payment received hereunder.

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

ARTICLE 4
ADDITIONAL RIGHTS OF MANAGER WITH RESPECT TO THE TEAM FACILITIES

4.1 General Right to Receive Revenue Generated at the Team Facilities. Subject to the terms and conditions of this Agreement, and, in particular ARTICLE 5, during the Term, Manager shall have the exclusive right, acting on its own behalf and not as an agent of the Owner, to contract for, collect, receive and retain all income and revenues of whatever kind or nature realized by, from or in connection with the Team Facilities. Nothing contained herein or elsewhere in the Definitive Documentation shall be construed as a limitation or curtailment of the general regulatory or police powers of the State or any other Governmental Authority. It is further acknowledged and agreed that the rights of Manager pursuant to this ARTICLE 4, and each of the contracts entered into by Manager pursuant to this ARTICLE 4 by such contracts' terms: (a) shall expire at the end of the Term (regardless of whether the Term ends by reason of the attainment of

the Expiration Date or the earlier termination or cancellation of this Agreement in accordance with its terms); and (b) shall be subject to Applicable Law (including any obligation imposed on Manager under Applicable Law to collect and remit all required sales and use taxes).

4.2 Naming of Team Facilities.

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

(b) Prior to entering into any agreement granting naming rights to the Team Facilities, Manager shall deliver to the Owner written notice identifying the proposed naming rights sponsor and the proposed name of the Team Facilities. The Owner shall have the right to reject any proposed naming rights sponsor if such sponsor is primarily engaged in any of the following businesses or activities: (a) tobacco or cannabis products; (b) vaping products or electronic cigarettes; (c) adult entertainment or sexually oriented businesses; (d) firearms or weapons manufacturing or sales; or (e) political parties, political action committees, political campaigns or similar political entities. Additionally, the Owner shall have the right to object to a proposed naming rights sponsor if such sponsor: (a) is inconsistent with NFL Rules and Regulations or applicable NFL policies; (b) promotes products, services, organizations or special interests that are materially inconsistent with then-existing community standards; or (c) would reasonably be expected to cause material embarrassment or disparagement to the State, the Owner or the public. The Owner may exercise the rights described in this Section 4.2(b) by delivering written notice to Manager within fifteen (15) days after receipt of such notice. If the Owner objects to any proposed naming rights sponsor in accordance with this Section 4.2(b), and the Parties are unable to resolve such objection within fifteen (15) Business Days from the date of Owner's notice to Manager, such objection shall be resolved in accordance with the dispute resolution procedures set forth in ARTICLE 17 of this Agreement.

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

promotion by Owner, the State or KSFA within the Team Facilities shall require Manager's consent in its sole discretion.

4.4 Broadcast Rights. As between Manager and the Owner, Manager shall have the exclusive right to control, conduct, lease, license, grant concessions with respect to, sell, benefit, control and enter into agreements with respect to the Broadcast Rights; provided that the duration of any such lease, license, concessions grant or other similar agreement with respect to the Broadcast Rights shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of the Agreement in accordance with its terms). Unless requested by Manager in its sole discretion, prior to the Expiration Date, Owner shall not grant any Broadcast Rights to any third party or otherwise assist any third party's efforts to disseminate or distribute any pictures, images, sounds, descriptions, or other accounts at all or any portion of any Team Use. Owner hereby grants to Manager a non-exclusive, royalty free license to include in any Broadcast Rights the ability to display in perpetuity any likeness, image or sound or any other protectable feature of the Team Facilities captured prior to the Expiration Date in connection with the exercise of any Broadcast Rights.

4.5 Food Services, Parking, Merchandising. Manager shall have the exclusive right to (a) sell all food and beverages within the Team Facilities, which shall include the right to contract with any third party or parties to operate any food and beverage facilities at the Team Facilities, (b) operate, manage and control the Parking Areas, and shall determine the fees to be charged for parking at the Team Facilities, (c) sell, lease or contract for the sale or lease of any merchandise that Manager (in its sole discretion) may desire to offer for sale or lease at the Team Facilities (and Owner shall not have any rights of approval with regard to the items of merchandise offered for sale or lease at the Team Facilities, the prices to be charged for such items of merchandise or the concessionaire or concessionaires to provide such merchandise); provided, however, that the duration of any contract with respect of (a), (b), or (c) shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Agreement in accordance with its terms); provided, further, that in each case of (a), (b), and (c), Manager shall comply with all Applicable Law with regard to such contracts or activities.

ARTICLE 5
USE; COMPLIANCE WITH LAW

5.1 Manager's Use of the Team Facilities. Subject to the terms and conditions of this Agreement, during the Term, Manager shall have the right to use the Team Facilities for any purpose that (a) is not prohibited by this Team Facilities Management Agreement or Applicable Law, and (b) does not change the primary purpose of the Team Facilities from a facility for the Team's football training, practices, business operations, and other reasonable ancillary uses.

5.2 Non-Relocation. The Parties acknowledge that Manager's and the Chiefs' obligations with respect to, among other things, the non-relocation of the Team and the playing of Home Games at the Stadium, the maintenance of the Team and Franchise, and the Team's commitment to keep, maintain and continuously operate the Team Headquarters and Practice Facility at the Team Facilities are set forth in the Non-Relocation Agreements, as applicable. Subject to Section 19.1(a) and Section 19.5, the Non-Relocation Agreements, as applicable, 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 Agreements.

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

5.4 Smoking Ban. Throughout the Term, smoking shall be prohibited in all Buildings.

ARTICLE 6
OPERATION OF THE TEAM FACILITIES; REPAIR, REPLACEMENT AND MAINTENANCE OBLIGATIONS

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

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

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

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

(d) Regulate the use of the Team Facilities consistent with the provisions of ARTICLE 5;

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

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

(g) Pay or cause to be paid all Assessments (subject, however, to the terms and conditions of ARTICLE 14);

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

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

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

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

(l) Obtain and maintain licenses and permits in the operation, repair, maintenance, management and control of the Team Facilities in accordance with Applicable Law;

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

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

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

(p) Operate or cause to be operated all restaurants and other dining facilities located in the Team Facilities; and

(q) Establish procedures, rules and policies regarding employee relations, and all aspects of advertising, publicity and promotion at the Team Facilities.

6.2 Delegation of Management Responsibilities. Manager shall not designate or engage any third party to have overall management responsibility for the operation and maintenance of the Team Facilities, including, without limitation, in connection with Sections 4.3-4.5 hereunder, without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Any such third party shall be subject to Owner's reasonable approval as to qualifications, experience and financial capacity, and the material terms of any such arrangement. No such designation or engagement shall relieve Manager of any of its obligations under this Agreement, and Manager shall remain fully responsible for the performance of all such obligations. Notwithstanding the foregoing, Manager may, in the ordinary course of business and without the consent of Owner, enter into contracts for janitorial, maintenance and other similar services in connection with the operation of the Team Facilities.

6.3 Access to the Books and Records. During the Term, upon reasonable notice but no more than two (2) times per calendar year, the Owner and its employees, agents and auditors shall have the right to engage a nationally or regionally recognized independent certified public accounting firm (the "**CPA**") to inspect, at Manager's administrative offices at the Team Headquarters, any of the Books and Records, and provide reports to Owner related to Manager's compliance with ARTICLE 2, Section 5.3, ARTICLE 6, ARTICLE 7, ARTICLE 12, ARTICLE 13, and ARTICLE 14, which reports shall not include Manager's financial statements or the footnotes thereto and shall not include such information as Manager or the NFL may reasonably designate as confidential and not to be made available to the public, and to be advised as to the same by Manager and its respective officers. Notwithstanding anything to the contrary in this Agreement, Manager shall not be required to disclose, deliver or make available to the Owner (as opposed to the CPA) any financial statements of Manager or its Affiliates, or any other financial, proprietary, competitively sensitive or confidential information of Manager or its Affiliates. All information contained in the Books and Records shall be treated in a confidential manner and Manager may require the delivery of customary non-disclosure agreements in a form reasonably satisfactory to Manager and Owner executed by any non-public third parties prior to their review of the Books and Records pursuant to this Section 6.3. The costs associated with engaging the independent certified public accounting firm as set forth in this Section 6.3 shall be paid fifty percent (50%) by Manager and fifty percent (50%) by the Owner. Nothing in this Section 6.3 shall be construed so as to impose any limitation on the disclosure of any information contained therein if required by Applicable Law or if made in conjunction with any arbitration or litigation involving the Definitive Documentation.

6.4 Annual Facility Report, Capital Repairs, and Maintenance.

(a) No later than March 1 of each Term Year, Manager shall deliver to Owner a written report covering the Team Facilities (the "**Annual Facility Report**") certified by an officer of Manager, setting forth in reasonable detail: (i) the general physical condition of the Team Facilities; (ii) all Capital Repairs and material Maintenance and Repair Work completed during such Term Year; (iii) the Capital Repairs and material Maintenance and Repair Work that Manager then reasonably expects to undertake during the following Term Year (the "**Annual Capital Plan**"); (iv) any material violation of Applicable Law with

respect to the Team Facilities of which Manager has received written notice; and (v) any material unresolved insurance claim relating to the Team Facilities.

(b) No less than once every five (5) Term Years, Manager shall, at its sole cost and expense, cause an independent firm of engineers or facility-condition consultants retained by Manager, to perform a physical condition assessment of the Team Facilities, which shall include an inspection of structural, mechanical, electrical and architectural components and a written report regarding Capital Repairs, Maintenance and Repair Work, and Management and Operations needs. The resulting written report shall be attached to the Annual Facility Report for the applicable Term Year.

(c) The Owner shall have thirty (30) days from receipt of the proposed Annual Capital Plan to approve, disapprove or otherwise provide revisions, in each case, in good faith. Such approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if Owner fails to respond within thirty (30) days after receipt of a written request for such approval. The Parties shall cooperate in good faith to finalize such plan by no later than April 1 of the applicable Term Year. The approved Annual Capital Plan may be amended from time to time upon the prior written approval of the Owner and Manager.

(d) For any Capital Repairs that (i) cost Two Hundred and Fifty Thousand and No/100 Dollars ($250,000) or less (the "**Capital Repair Threshold**") or (ii) are included in the approved Annual Capital Plan, Manager shall have the right to make such Capital Repairs without the consent of or prior notice to the Owner. Manager shall provide sixty (60) days prior written notice before Manager undertakes any other Capital Repairs, which notice shall include a reasonably detailed description and cost of the proposed Capital Repairs. Manager shall consider in good faith any comments from Owner. For the avoidance of doubt, Manager shall have the right to perform Maintenance and Repair Work and pay costs related to Management and Operations without the consent of or prior notice to the Owner, even if the same are not included in the approved Annual Capital Plan.

(e) All Capital Repairs and material Maintenance and Repair Work shall be made in accordance with the approved Annual Capital Plan (if applicable), Project Program Statement (except as may be amended in writing by the Parties), the standards applicable to Comparable NFL Facilities, and all Applicable Law.

(f) Manager shall require that any contractors retained by Manager to complete Capital Repairs or material Maintenance and Repair Work at the Team Facilities provide appropriate levels of insurance as agreed to by the Parties that shall name Manager and Owner as additional insureds.

6.5 Responsibility for Expenses. Manager shall, at its sole cost and expense throughout the Term, fulfill its obligations under this Agreement, including, but not limited to, all costs of any nature whatsoever, in connection with the ownership, maintenance, repair, insurance, or operation of the Team Facilities (including, but not limited to, all Capital Repairs), without any contribution by the Owner or the State, or any credit or offset of any kind. For the avoidance of doubt, no monies from the RMMO Fund (as that term is defined in the Stadium Management Agreement) shall be used to fulfill Manager's obligations under this Agreement, including, but not limited to,

all costs of any nature whatsoever, in connection with the ownership, maintenance, repair, insurance, or operation of the Team Facilities.

ARTICLE 7
DAMAGE AND DESTRUCTION

7.1 Manager's Obligation to Restore. If, at any time during the Term, the Team Facilities or any part thereof shall be damaged or destroyed by a Casualty, Manager shall commence and thereafter proceed as promptly as possible to repair, restore and replace the damage to the Team Facilities as nearly as possible (subject to Section 22.14) to its condition immediately prior to such Casualty, to the extent permitted by Applicable Law, at Manager's expense (the "**Casualty Repair Work**") and shall have a right to any insurance proceeds, if any, as may be available pursuant to the Definitive Documentation. If the Casualty Repair Work exceeds Two Million and No/100 Dollars ($2,000,000.00), Owner shall have the right to (i) approve, in Owner's reasonable discretion, the general contractor and lead architect, if any, selected by Manager to perform the Casualty Repair Work, (ii) approve, in Owner's reasonable discretion, the terms of the contracts with the general contractor and lead architect, if any, selected by Manager to perform the Casualty Repair Work, (iii) approve, in Owner's reasonable discretion, all contracts requiring payment greater than Ten Million and No/100 Dollars ($10,000,000) recommended by Manager to be entered into for the Casualty Repair Work, and (iv) engage an independent construction representative, at Owner's sole cost and selected in Owner's reasonable discretion, to review the Casualty Repair Work.

7.2 Termination. If, during the last thirty-six (36) months of the Term, a Major Casualty occurs and Manager determines not to restore the Team Facilities (so long as such damage and destruction is not caused by the gross negligence or willful misconduct of Manager or any of its Affiliates, representatives, agents, consultants, employees, or contractors) or the Casualty Repair Work is not covered by insurance proceeds or the insurance proceeds are inadequate, then this Agreement shall terminate as a result of the damage or destruction as of the later of (i) the end of the calendar month in which written notice is delivered to Owner of Manager's election not to restore the Team Facilities, or (ii) thirty (30) days following delivery of such written notice. Manager will pay the amount of the then existing unsatisfied deductible under the property insurance policy described in Section 12.1. Upon the service of such notice and the making of such payments within the foregoing time period, this Agreement shall cease and terminate on the date specified in such notice and Manager shall have no obligation to perform any Casualty Repair Work or pay any Casualty expenses with respect to such Casualty. In the event this Agreement is terminated following a Major Casualty, the insurance proceeds shall be payable sixty percent (60%) to Owner and forty percent (40%) to Manager.

ARTICLE 8
EMINENT DOMAIN

8.1 Condemnation of Team Facilities.

(a) If, at any time during the Term, a Taking occurs that results in the appropriation of title to the whole or substantially all of the Team Facilities, other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, then this

Agreement shall automatically terminate as of the date of such Taking. For purposes of this ARTICLE 8, "substantially all of the Team Facilities" shall be deemed to have been taken if, as a direct and proximate result of the Taking, an Untenantable Condition occurs.

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

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

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

(a) Manager shall commence and thereafter proceed as promptly as possible (subject to Section 22.14) to repair, restore and replace the remaining part of the Team Facilities as nearly as possible to its former condition and shall have a right to any insurance proceeds as may be available pursuant to the Definitive Documentation. Upon any such Taking, all amounts or awards received by the Owner on account of such Taking including all compensation for the Team Facilities or portions thereof taken, and damages, if any, to the parts of the Team Facilities not taken shall be used to pay for the cost of such repair, restoration and replacement to the extent needed therefor.

(b) Manager shall have the right to assert a separate claim against the condemning authority for just compensation and business damages arising from such Taking including any loss or damage with respect to the Chiefs' personal property; (ii) the unrealized net profit of the Team for the balance of the Term resulting from such partial Taking; and (iii) the value of the unexpired Term with respect to the portion of the Team Facilities so taken. Manager shall commence and thereafter proceed as promptly as possible (subject to Section 22.14) to repair, restore and replace the remaining portion of the Improvements as nearly as possible to their former condition. All amounts or awards received by Manager on account of the loss of or damage to Manager's personal property that are attributable to such Taking shall be used to pay for the costs of such repair, restoration and replacement to the extent needed therefor.

(c) Notwithstanding the foregoing, no Party shall have any obligation to restore the Team Facilities if this Agreement is terminated pursuant to Section 8.1.

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

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

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

ARTICLE 9
ALTERATIONS; MECHANICS' LIENS

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

9.2 Mechanics' Liens. Manager shall not permit any mechanics' liens to exist or be filed as an encumbrance against the Team Facilities and, if any such lien shall be filed, Manager shall cause such lien to be discharged, released, bonded or otherwise removed as an encumbrance against the Team Facilities within thirty (30) days of the filing thereof.

ARTICLE 10
ASSIGNMENT AND SUBLICENSING

10.1 Assignment and Sublicensing. Without the prior written consent of Owner, Manager will not assign or otherwise convey this Agreement nor, except as hereinafter provided in Section 10.3, grant any license, sublicense, use right or other right of occupancy with respect to the whole or any portion of the Team Facilities to any Person other than a Permitted Assignee. Owner agrees that upon any permitted assignment or conveyance of this Agreement, Manager shall be released from all obligations arising under this Agreement from and after the date of the assignment or conveyance, provided that (a) the assignee or transferee, or an Affiliate thereof, assumes in writing, pursuant to an assignment and assumption agreement substantially in the form attached hereto as Exhibit D-1 or such other agreement in the form and substance reasonably satisfactory to Owner, all of the obligations of Manager under the Definitive Documentation from and after the date of the assignment or conveyance, and (b) assignee or transferee is approved by the NFL in accordance with the NFL Rules and Regulations. The consent by Owner to an assignment or grant of any license or use right will not be construed to relieve Manager from obtaining Owner's prior written consent to any further assignment or grant of any license or use right. No permitted user or licensee may assign or encumber its rights or grant any further sublicense or use right with respect to all or any portion of the Team Facilities, or otherwise permit such space or any part thereof to be used or occupied by others, without Owner's prior written consent in each instance. For the avoidance of doubt, any rights granted by Manager pursuant to this ARTICLE 10 shall constitute contractual license or use rights only and shall not create any leasehold, tenancy or other real property interest in the Team Facilities. Any assignment or conveyance of this Agreement shall be subject to delivery to Owner of a replacement guaranty, in form and substance materially consistent with the form of the Guaranty, from guarantor(s) satisfactory to Owner in its reasonable discretion; provided, however, that any replacement guarantor who directly owns one hundred percent (100%) of the Franchise is hereby approved by Owner.

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

10.3 Permitted Use Rights. Manager shall have the right, without the consent of Owner, to enter into licenses, sublicenses, use agreements or other similar arrangements for all or any portion of the Team Facilities with: (a) the Chiefs (the "**Use Agreement**"), provided that any Use Agreement is subject and subordinate to this Agreement and the other Definitive Documentation, (b) any other Affiliate of Manager for any purpose permitted by Section 5.1, (c) any other Person for the purpose of staging entertainment events (such as a concert); or (d) any third party in connection with the installation of telecommunications towers or antennas, windmills, or solar

energy panels or other utility and electrical components servicing the Team Facilities; provided that (i) the term of any such arrangement does not extend beyond the Term of this Agreement and (ii) no such arrangement shall create or be deemed to create any leasehold, tenancy or other real property interest in the Team Facilities. Manager shall ensure that each Use Agreement or other right of occupancy entered into pursuant to this Section 10.3 contains terms reasonably sufficient to either require the applicable licensee, sublicensee, or user, or otherwise enable Manager, to comply with the obligations of Manager under this Agreement, as applicable, including customary provisions regarding insurance, indemnification, responsibility for damage to the Team Facilities, and compliance with Applicable Law.

10.4 Use Agreement. Manager shall enter into the Use Agreement, which Use Agreement shall (a) obligate the Chiefs to comply with the Team Facilities Non-Relocation Agreement, (b) be compliant with and not conflict with the terms of this Agreement or any other Definitive Documentation and (c) expressly provide that it constitutes a contractual use right only and does not create any leasehold or other real property interest in the Team Facilities. Manager shall provide Owner with the Use Agreement proposed to be used between Manager and the Chiefs pursuant to Section 10.3 and Section 10.4 prior to its initial use. Owner shall approve or disapprove such Use Agreement within fifteen (15) days following receipt, provided that (i) Owner may withhold approval only on the basis that such form fails to comply with, or conflicts with, the requirements of this Section 10.4 or any other provision of this Agreement or the other Definitive Documentation and (ii) if Owner fails to respond within such fifteen (15) day period, Owner's approval shall be deemed given.

ARTICLE 11
INDEMNIFICATION

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

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

(b) Any use, possession, occupation, condition, operation, maintenance, or management of the Team Facilities or any part thereof by Manager, including without limitation pursuant to the Use Agreement; or

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

11.2 Additional Manager Indemnification and Defense Obligations.

(a) If any Proceeding is brought against any State Indemnified Person or Owner Indemnified Person for which Manager has an indemnification obligation, that Proceeding shall be defended by such counsel as selected by Manager and reasonably acceptable to

State or Owner, as applicable. Manager shall not be liable for any settlement of any Proceedings made without its consent.

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

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

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

11.3 Owner Indemnification Obligations.

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

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

11.4 Additional Owner Indemnification and Defense Obligations.

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

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

11.5 Limitation of Liability. Notwithstanding anything to the contrary in this ARTICLE 11, except to the extent such damages are covered and actually paid for by any insurance policies bought in response to the requirements of ARTICLE 12 herein, (i) there shall be no duplicative recovery of the same Loss by more than one indemnified party; provided that each indemnified party may recover any separate Loss actually incurred by it; and (ii) no Party shall be liable to any other Party for consequential, special, punitive, incidental, and/or indirect damages arising out of or relating to this Agreement.

11.6 Survival. The provisions of this ARTICLE 11 will survive the expiration, termination or cancellation of this Agreement.

ARTICLE 12
INSURANCE

12.1 Insurance Requirements. Manager shall, at its sole cost and expense, procure, maintain and keep in full force and effect throughout the Term insurance coverages with types, limits, deductibles, insurers and other terms consistent with those set forth in Exhibit B attached hereto (the "**Insurance Requirements**"). All insurance policies required hereunder shall (i) name Owner, the State and their respective Affiliates as additional insureds (and, where applicable, loss payees), (ii) provide that such insurance is primary and non-contributory with respect to any insurance maintained by Owner, (iii) include waivers of subrogation in favor of Owner, the State and their respective Affiliates, and (iv) not be cancelled, materially modified or allowed to lapse without at least thirty (30) days' prior written notice to Owner (or ten (10) days in the case of non-payment of premiums).

12.2 Compliance; Modifications.

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

(b) The Parties shall cooperate in good faith to determine the most cost-effective manner to procure and maintain the insurance coverages required under this ARTICLE 12, consistent with applicable market standards and the requirements of the NFL.

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

12.3 Failure to Maintain Insurance. If Manager fails to procure or maintain any insurance required under this ARTICLE 12, Owner shall have the right (but not the obligation), upon written notice to Manager, to procure such insurance on Manager's behalf, and Manager shall promptly pay Owner for all reasonable costs and expenses incurred in connection therewith, and any overdue amounts shall accrue interest at the Default Interest Rate.

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

ARTICLE 13
END OF TERM

13.1 End of Term. Upon the expiration or earlier termination of the Term, Manager shall peaceably deliver up and surrender the Team Facilities to Owner free and clear of all Liens created by, through or under Manager (other than easements and other non-monetary encumbrances approved by Owner during the Term that, by their terms, survive the Term and any Liens approved by Owner to survive the Term), and in good condition, order and repair, normal wear and tear excepted. The terms and conditions applicable to any decommissioning, demolition, removal, repurposing or other end-of-term disposition of the Team Facilities shall be as set forth in this Agreement and the other Definitive Documentation. To the extent such Definitive Documentation requires Manager to undertake any decommissioning, demolition or removal of the Team Facilities upon the expiration or termination of the Term, Manager shall perform the same in accordance therewith. At the end of the Term, at the request of Owner, Manager shall deliver to Owner any plans, drawings, specifications, computer programs, manuals, written materials, maintenance logs and other items of equipment and personal property used by Manager in conjunction with the operation, repair, maintenance, management and control of the Team Facilities that are not reasonably capable of being used or adopted for another purpose. Manager's obligations under this ARTICLE 13 shall survive the expiration or earlier termination of the Term.

13.2 Alterations and Improvements. Upon the expiration or termination of the Term, all alterations, installations, changes, replacements, additions or improvements that (a) have been made by Manager to the Team Facilities and (b) cannot be removed without material damage (other than damage to be repaired by Manager as contemplated by Section 13.3) to the remainder of the Team Facilities, shall be deemed a part of the Team Facilities and the same shall not be removed.

13.3 Personal Property and Trade Fixtures. Upon the expiration or termination of the Term, Manager shall remove all personal property and trade fixtures installed by Manager at the

Team Facilities and shall repair any damage caused to the Team Facilities due to the removal of such property. If Manager fails to remove such property within ten (10) days of the expiration or termination of the Term, such property shall be deemed abandoned. In such event, Owner may, at its option, (a) cause any such abandoned property to be removed at the expense of Manager, (b) sell all or any part of such property at public or private sale, without notice to Manager, and/or (c) declare that title to such property shall be deemed to have passed to Owner.

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

13.5 Extensions. Upon the valid exercise of any Extension Term under the Stadium Management Agreement, the "Term" and "Expiration Date" shall be deemed automatically extended for the applicable Extension Term without the need for further action by the Parties, except for documentation reasonably requested by Owner.

ARTICLE 14
TAXES AND ASSESSMENTS

14.1 General Levy Taxes. Under Applicable Law as of the Effective Date, the Team Facilities, by virtue of Owner's ownership thereof, is exempt from all general levy ad valorem real estate taxes and assessments. For the avoidance of doubt, the Owner's sole obligation with respect to the Chiefs' desired tax outcomes related to the ownership of the Team Facilities shall be limited to cooperating with the Chiefs (and as necessary, the Counties), in achieving such outcome.

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

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

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

ARTICLE 15
[INTENTIONALLY OMITTED]

ARTICLE 16
ESTOPPEL CERTIFICATES

16.1 Manager's Certificate. Manager shall at any time and from time to time, within ten (10) Business Days of the receipt of a written request from the Owner, execute, acknowledge, and deliver to Owner a statement in writing certifying: (a) that this Agreement has not been amended

and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Agreement, as so amended, is in full force and effect); (b) the dates to which any Payments due hereunder has been paid; (c) that there are not, to Manager's knowledge, any uncured defaults on the part of Manager hereunder, and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of the Owner hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (d) such other information as may be reasonably required by Owner.

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

ARTICLE 17
DISPUTE RESOLUTION

17.1 Arbitration. The Parties acknowledge that arbitration is a matter of contract and intend that only those disputes expressly identified in this ARTICLE 17 are subject to arbitration. Except for any Excluded Dispute (as defined in Section 17.2), it is the intent of the parties that all disputes arising out of, under, or relating to the Definitive Documentation (except for the Non-Relocation Agreements), or the breach or threatened breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, as follows:

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

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

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

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

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

17.2 Excluded Disputes; Non-Relocation Agreement. Notwithstanding anything to the contrary in this ARTICLE 17 or elsewhere in this Agreement, the term "**Excluded Dispute**" means any dispute arising under or relating to the Team Facilities Non-Relocation Agreement or the Stadium Non-Relocation Agreement, as applicable, or the breach or threatened breach thereof, including any claim for specific performance, injunctive or other equitable relief or liquidated damages thereunder. Excluded Disputes shall not be subject to arbitration under Section 17.1 and shall be resolved exclusively in the courts identified in, and in accordance with, Section [9(g)] of the Stadium Non-Relocation Agreement or Section [9(g)] of the Team Facilities Non-Relocation Agreement, as applicable. For the avoidance of doubt, (a) the arbitration provisions of Section 17.1 apply solely to dispute arising under or relating to this Agreement and shall not apply to, limit, or otherwise affect the rights and remedies of any Party under the Non-Relocation Agreements, and (b) nothing in this ARTICLE 17 shall be deemed to require, permit or authorize the arbitration of any Excluded Dispute, notwithstanding that a breach or default under the Non-Relocation Agreements may also constitute a Manager Default under Section 19.1(a).

ARTICLE 18
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

18.2.6 Manager may, in compliance with Applicable Law and with all contractual obligations of Manager, manage the Team Facilities pursuant to the terms of this Agreement;

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

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

ARTICLE 19
MANAGER DEFAULT

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

(a) The Chiefs breach, or default under, the Team Facilities Non-Relocation Agreement and such breach continues beyond any applicable notice and cure period provided in the Team Facilities Non-Relocation Agreement; provided, however, that any determination regarding a breach of the Team Facilities Non-Relocation Agreement, and all remedies arising under the Team Facilities Non-Relocation Agreement, shall be

governed exclusively by the Team Facilities Non-Relocation Agreement and shall not be subject to arbitration under ARTICLE 17;

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

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

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

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

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

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

(h) Manager defaults under or otherwise fails to comply with the terms of a decision rendered pursuant to the arbitration process set forth in Section 17.1 and the same remains uncured for more than thirty (30) days after written notice from Owner to Manager of such default or failure to comply.

19.2 Owner's Remedies.

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

(i) Subject to arbitration in accordance with ARTICLE 17, to give Manager ninety (90) days' written notice of the expiration of the Term and upon the giving of such notice and the expiration of such ninety (90)-day period, Manager's rights to access and use the Team Facilities under this Agreement will terminate and this Agreement will be terminated, except as to Manager's liability for the payment of any financial obligations accruing hereunder prior to the date of such termination, as if the expiration of the term fixed in such notice were the end of the Term, provided, however, that to the extent that the Manager Default giving rise to such notice occurs during an NFL Season, such ninety (90)-day period shall not begin to run until the last Home Game of such NFL Season has been played;

(ii) To commence arbitration solely with respect to disputes subject to ARTICLE 17 seeking a declaration that Owner is entitled to a summary eviction under Applicable Law; provided, however, that to the extent such arbitration is commenced during an NFL Season, any warrant of eviction obtained thereby shall not be effective until the last Home Game of such NFL Season has been played;

(iii) Subject to Section 19.4, below, to discharge, pay, or otherwise perform the obligations of Manager under the terms of this Agreement giving rise to such Manager Default, including by entering and/or taking all reasonable steps necessary to maintain and preserve the Team Facilities (such right of Owner, the "**Temporary Owner Self Help Right**"), and Manager agrees that Manager will reimburse and pay Owner on demand for any reasonable costs and expenses that Owner may incur in effecting compliance with or otherwise discharging, paying or performing Manager's obligations under this Agreement *plus* interest at the Default Interest Rate from the date of payment by Owner of such expense; provided, however, that Owner may purchase any insurance that Manager is required to carry without notice or delay if such policy terminates, lapses or is cancelled; provided, further, that no action taken by Owner under this Section 19.2(a)(iii) shall relieve Manager from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations. The Temporary Owner Self Help Right shall terminate with respect to a Manager Default upon the cure of such Manager Default by Manager in accordance with the terms of this Agreement; provided that (1) no performance by Owner pursuant to the Temporary Owner Self Help Right shall constitute or effect a cure by Manager for purposes of the foregoing, (2) Owner may complete any work commenced prior to such cure, and Manager's reimbursement and offset obligations under this Section 19.2(a)(iii) shall continue with respect to all

costs and expenses incurred in connection with such work, and (3) such termination shall not limit the Temporary Owner Self Help Right with respect to any other Manager Default that has occurred and remains uncured;

(iv) Without duplication of any amounts recoverable pursuant to clause (iii) above, to recover from Manager all amounts due and payable as of the date of the Manager Default to Owner under this Agreement, as well as all damages, costs and expenses, including reasonable attorneys' fees and expenses, arising from or relating to such Manager Default, in each case, *plus* interest at the Default Interest Rate; or

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

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

19.3 Cumulative Remedies. Subject to the terms and conditions of the Non-Relocation Agreements, as applicable, each right and remedy afforded to the Owner pursuant to this ARTICLE 19 is cumulative and is in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise, and the exercise by Owner of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law, in equity or otherwise.

19.4 NFL Remedies. Upon the occurrence of any Manager Default, the NFL may, in its sole discretion, enter upon the Team Facilities and perform the obligations of the Manager under the terms of this Agreement, and the Parties agree to accept such performance by the NFL on behalf and in the stead of Manager, and the Parties agree that the NFL shall not be liable for any damages resulting to the Parties from such action. Prior to exercising the Temporary Owner Self Help Right as a result of a Manager Default, Owner shall provide written notice to the NFL and afford the NFL a period of forty-five (45) days to elect to perform Manager's applicable obligations under this Section 19.4; provided, however, that the foregoing shall not require Owner to delay its Temporary Owner Self Help Right to the extent Owner reasonably determines that action before the expiration of such period is necessary to address an Emergency, any lapse, termination or cancellation of required insurance, or to prevent imminent material harm to the Team Facilities, public health or safety. If the NFL elects to perform, Owner shall accept such performance so long as the NFL commences such performance within such period, or such shorter period as the circumstances reasonably require, and thereafter diligently prosecutes such performance. No action taken by the NFL under this Section 19.4 shall relieve Manager from any

of its other obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.

19.5 Limitations with Respect to Non-Relocation Agreement. Nothing contained in this Agreement shall be construed to amend, limit, waive, impair, or supersede any rights, remedies, or procedures available under the Non-Relocation Agreements. Any determination regarding a breach of the Non-Relocation Agreements, and all remedies arising under the Non-Relocation Agreements, shall be governed exclusively by the Non-Relocation Agreements and shall not be subject to arbitration under ARTICLE 17 hereof. Notwithstanding anything contained in this Agreement or the Non-Relocation Agreements to the contrary, (a) if Owner elects to terminate this Agreement or Manager's right to occupancy of the Team Facilities, Owner shall not be entitled to seek or obtain injunctive relief or any other relief against the Team (in the form of damages or otherwise) under the Team Facilities Non-Relocation Agreement, and (b) if Owner obtains injunctive relief under the Team Facilities Non-Relocation Agreement, the Owner shall not be entitled to terminate this Agreement or Manager's right to occupancy of the Team Facilities.

ARTICLE 20
OWNER DEFAULT

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

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

(b) Owner defaults under or otherwise fails to comply with the terms of a decision rendered pursuant to the arbitration process set forth in Section 17.1 and the same remains uncured for more than thirty (30) days after written notice from Manager to Owner of such default or failure to comply.

20.2 Manager's Remedies.

(a) If any one or more Owner Defaults occur, Manager has the right, at its election, to discharge, pay or otherwise perform the obligation of Owner giving rise to such Owner Default, and all amounts paid by Manager and all costs and expenses incurred by Manager in connection with the discharge, payment or performance of any such obligations

(together with interest at the Default Interest Rate from the date of payment by Manager) will be payable by the Owner on demand; or

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

20.3 Cumulative Remedies. Each right and remedy afforded to Manager pursuant to this ARTICLE 20 is cumulative and in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise, and the exercise by Manager of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by Manager of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law, in equity or otherwise.

ARTICLE 21
ENTRY BY OWNER

21.1 Owner's Right of Entry.

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

(i) Inspect the Team Facilities;

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

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

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

(b) Notwithstanding the terms of Section 21.1(a), Owner shall have the Temporary Owner Self Help Right pursuant to the terms of Section 19.2(a)(iii), including the right of access, for itself, its agents, employees, and contractors, to the Team Facilities in connection with an Emergency, so long as Owner uses reasonable efforts to (i) notify Manager by telephone of any such Emergency prior to entering the Team Facilities or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, but in no event later than one (1) day after Owner enters the Team Facilities, (ii) minimize interference with Manager's use and operation of the Team Facilities then being conducted in the Team Facilities pursuant to the terms of this Agreement, and (iii) limit its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment.

ARTICLE 22
MISCELLANEOUS

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

22.2 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.

22.3 No Construction Against Drafting Party. The Owner and the Manager acknowledge that each of them and their counsel have had an opportunity to review this 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.

22.4 No Waiver. No failure of any Party to this Agreement to require, and no delay by any Party to this Agreement 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 this Agreement to exercise, and no delay by any Party to this Agreement in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by any Party to this Agreement of any right or remedy under this Agreement shall be effective unless made in writing. Any waiver by any Party to this Agreement 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.

22.5 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 other shall be in writing, addressed to the Parties at their respective addresses set forth in ARTICLE 1 hereof and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered

notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received), addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to any other Party any other address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

22.6 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.

22.7 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 and the Parties have obtained the required approvals from the NFL.

22.8 Entire Agreement. The Definitive Documentation, including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement between the Parties concerning 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 the Definitive Documentation or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the Owner, Manager and/or the NFL. This Agreement and the other Definitive Documentation supersede and replace in its entirety the MOU.

22.9 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.

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

22.11 Governing Law; Venue. Subject to the terms and conditions of Article 17, in any action or proceeding arising under or relating to this Agreement, each Party hereby consents to the jurisdiction of the Kansas state courts sitting in Johnson County, Kansas. The parties further agree

that this Agreement and all matters arising out of or relating hereto shall be governed by and construed in accordance with the internal laws of the State of Kansas, without giving effect to any conflict of laws principles that would result in the application of the laws of another jurisdiction. Each Party agrees that a true, correct and complete copy of this Agreement kept in a Party's course of business may be admitted into evidence as an original.

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

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

22.14 Force Majeure. If any Party is delayed, prevented or hindered from the performance of any covenant or condition of this Agreement because of Force Majeure, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay; provided, however, that Force Majeure shall not excuse Manager's obligations ARTICLE 6 with respect to the repair, maintenance and physical preservation of the Stadium Facility, except to the extent performance is rendered physically impossible. If, on the date on which the Annual Payments for any Term Year become due under Section 3.1, a Force Majeure is continuing, then Manager, at its election, may (i) pay such Annual Payments, in which event the Term shall continue and expire as originally contemplated, or (ii) not pay such Annual Payments, in which event (A) the Annual Payments for such Term Year shall not be due and payable; (B) the Term shall be extended by one (1) Term Year and the Expiration Date shall be extended accordingly; and (C) Manager shall pay Annual Payments for such additional Term Year in accordance with Section 3.1, calculated as though such Term Year were a continuation of the Term. A Party claiming Force Majeure shall provide prompt written notice to the other Parties describing the Force Majeure event and its anticipated effect on performance, and shall use commercially reasonable efforts to mitigate such effect (including by taking commercially reasonable advance measures to avoid or minimize such effect to the extent the Force Majeure event is reasonably foreseeable); the excuse from performance shall end when the Force Majeure event ends.

22.15 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 this Agreement unless such document shall specifically so state and shall be signed by the Owner and the Manager.

22.16 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third Person to create any partnership, joint venture or other association between Owner and Manager. Manager is engaged by Owner solely as an independent contractor to manage and operate the Team Facilities in accordance with the terms hereof. Except

as expressly set forth in this Agreement, Manager shall have no authority to act for or bind Owner, and nothing herein shall be deemed to create any agency relationship between Owner and Manager. Manager shall be solely responsible for the employment, direction and control of its employees, agents and contractors, and all Persons engaged by Manager in connection with the performance of its obligations hereunder shall be deemed employees or contractors of Manager only and not of Owner. Manager acknowledges that its employees, agents and contractors shall not, by reason of this Agreement or the performance of services hereunder, be considered employees or agents of Owner or entitled to any benefits from Owner. The Parties acknowledge and agree that this Agreement does not create any leasehold, tenancy or other real property interest in favor of Manager in the Team Facilities.

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

22.18 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.

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

22.20 CIA. Manager shall comply with the CIA.

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

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

constitute a breach by Owner or an Owner Default, or entitle Manager, any of its Affiliates, and/or the NFL to any claim against Owner.

[Remainder of page intentionally left blank]

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

OWNER:

[_]

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

MANAGER:

[_]

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

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

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

_____
Notary Public

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

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

_____
Notary Public

JOINDER OF THE CHIEFS

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

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

THE CHIEFS

[_],
a [_]

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

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

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

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

[_]

EXHIBIT B

MANAGER INSURANCE REQUIREMENTS

EXHIBIT C

ACKNOWLEDGMENT OF COMMENCEMENT DATE

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

1. Owner and Manager hereby confirm that in accordance with the provisions of the Agreement, the Commencement Date of the Term is _____.

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

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

OWNER:

[_]

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

MANAGER:

[_]

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

EXHIBIT D-1

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (MANAGER)

See Attached.

EXHIBIT D-2

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (CHIEFS)

See Attached.