

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT (this “LOA”) is agreed to and effective as of January 29, 2024, (the “LOA Effective Date”) by and between the Kansas Athletics, Inc. (“Athletics”) and OnGoal, LLC, dba Sporting Kansas City (“Sporting KC”). Capitalized terms shall have the same meaning as given to them in this LOA.

**WHEREAS**, Athletics and Sporting KC desire to set forth terms with respect to our mutual interest regarding the presentation and play of two (2) University of Kansas non-conference football games at Children’s Mercy Park (hereinafter “the Stadium”), on August 29, 2024 and September 13 or 14, 2024 (each a “Game” and collectively the “Games”). Athletics will work in good faith to determine the date of the September 2024 game as soon as possible, but no later than March 1, 2024. (the collective right to use the Stadium “Proposed 2024 Game License”).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the undersigned agree that effective as of and after the LOA Effective Date as follows:

1. **Terms**. The principal terms of the Proposed 2024 Games License would be substantially as follows:

- Athletics will sell season tickets (which includes the Games) and donor single game tickets for the Games through Athletics’ Paciolan’s ticketing platform. Remaining single-game tickets for the Games shall be arranged and sold by Sporting KC through Sporting KC’s third-party ticket agent, which as of the LOA Effective Date is SeatGeek.
- Athletics shall be afforded access to the field, locker rooms, athletic training spaces, an area for the officials and Athletics’ team staff, press box/media space, and a coaches’ box on the suite level during the games.
- Athletics and Sporting KC shall discuss in good faith the equipment each will provide to conduct the Games, but at minimum, Athletics shall provide the goal posts if Sporting KC does not already have NCAA Division I regulation size goal posts, goal posts’ netting, and team benches if desired.
- Athletics will retain 100% of the Games’ net ticket revenue (i.e. gross revenue from the sales of tickets minus taxes, credit card fees, the \$3.50 UG tax which must be included in each sale and remitted to the Unified Government (Wyandotte County), ticket platform fees etc.)
- Athletics acknowledges that certain Sporting KC annual suite holders have a right of first refusal to purchase their suites for the Games (“Existing Suite Holders”). Sporting KC will retain 100% of the premium revenue from the Existing Suite Holders’ exercise of their right of first of refusal for the Games. Only if Existing Suite Holders do not exercise their right of first refusal option within two (2) weeks of on-sale, Sporting KC shall notify Athletics of the availability for suite sales to Athletics’ suite holders (“Athletics Suite Holders”). If suites remain following Existing Suite Holders and Athletics Suite Holders’ opportunities to purchase, the remaining suites shall be made available for public sale (“Remaining Suites”). Athletics shall retain 80% of the premium revenue from suite sales to Athletics Suite Holders and Sporting KC shall retain 20% of the premium revenue from suite sales to Athletics Suite Holders. Sporting KC shall retain 100%

- of the premium revenue from sales of the Remaining Suites. Additionally, Sporting KC shall retain 100% of the premium revenue from the sales of the Captain's Corner and Terrace Tables. ("Additional Stadium Luxury Areas").
- Suites 416, 513-514, and the Victory Suite shall be considered Existing Suite Holders for Sporting KC.
- Athletics' merchandise to be sold by Sporting KC associates in the Stadium, with an 80/20 split: 80% to Athletics, 20% to Sporting KC. Sporting KC is responsible for all expense and labor costs associated with the in Stadium sale of such Athletics' merchandise.
- In consideration for each Game and in accordance with the operational expenses, Athletics will compensate Sporting KC with stadium a rental fee of One-Hundred Thousand Dollars and No Cents (\$100,000) per Game.
- Sporting KC will retain 100% net revenue derived from food and beverage.
- Sporting KC will retain 100% of gross revenue derived from parking.
- Athletics shall receive certain number of complementary parking passes to be determined by the parties.
- Athletics shall be responsible for reimbursing Sporting KC for third-party actual and verifiable operational expenses of the Stadium (security, staffing, cleaning etc.) and will be billed for said amount in a timely manner, said amount not to exceed One Hundred Fifty-Thousand Dollars and No Cents (\$150,000), unless Athletics specifically requests special services or expenses, and KU has approved those expenses exceeding the stated cap amount.
- Athletics shall be responsible for game presentation, production, and broadcast. Sporting KC shall assist with use of the video board and technology at the Stadium.
- Sporting KC shall provide Athletics with a list of Sporting KC's exclusive sponsors as of the LOA Effective Date and, subject to below, Athletics shall not be able to sell in Stadium sponsorship that directly competes with those Sporting KC exclusive sponsors. The parties agree that with Sporting KC's prior permission (not to be unreasonably withheld), Athletics shall be able to sell advertising features on the Stadiums' non-static signage on the main video board that may compete with Sporting KC's exclusive sponsors. For further clarification purposes, this does not impact Athletics' ability to sell and maintain sponsorships and to retain the revenue to its radio and/or streaming broadcasts of the Games regardless of conflict with an existing Sporting KC sponsor (exclusive or otherwise). Athletics shall have the opportunity to sell and bring in Athletics' then existing corporate sponsors for in-venue sponsorship. Athletics shall retain 100% of the revenue derived from such sponsorship sales.
- Athletics shall be allowed to display reasonable amounts of sponsor promotional items and signage. Athletics shall bear the cost for any temporary signage hung or displayed at the Stadium.
- Athletics to pay Sporting KC for all reasonable, actual, and documented costs and expenses associated with the repair and/or restoration of the playing field caused by the game, including any re-sodding needs (based on field damage or painting that needs to be done and removed). Athletics shall pay for repair expenses within forty five (45) days of invoicing.

2. **Execution.** Athletics and Sporting KC agree that upon the execution of this LOA, they will enter into good faith negotiations with respect to a definitive agreement reflecting the rights and obligations described herein (joint marketing of the event, etc.) and other customary terms and conditions.

3. **Confidentiality/Public Announcements.** Athletics and Sporting KC agree to, and shall cause their respective affiliates, officers, directors, employees, agents, and professional and legal advisors (the "Representatives") to, maintain in strict confidence the terms and existence of this LOA; provided, however, the parties will mutually agree upon a press release with respect to announcement of the Proposed 2024 Game License. Neither Athletics nor Sporting KC will make any other announcement of the proposed agreement contemplated by this LOA without the prior approval of the other party. The foregoing shall not restrict in any respect the parties' ability to communicate information concerning this LOA and the proposed agreement to the parties' respective Representatives. As a wholly controlled affiliate of the University of Kansas, Athletics' contractual agreements are generally public record. Accordingly, no provision of this LOA shall restrict Athletics or the University of Kansas' ability to produce this LOA in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.).

4. **Good Faith Obligations.** Both parties agree to negotiate in good faith for a definitive agreement. Because Sporting KC is holding the dates for Athletics, this LOA constitutes a legally binding and enforceable obligation. This LOA may not be assigned by either party without the express written consent of the other party and this LOA shall be governed by the laws of the State of Kansas. In the event Athletics cancels these held dates after March 1, 2024, Athletics shall pay as liquidated damage, and not as a penalty, the amount of Thirty-Thousand Dollars and No Cents (\$30,000) to Sporting KC within sixty (60) days of cancellation. In the event Sporting KC cancels these held dates after March 1, 2024, Sporting KC shall pay as liquidated damage, and not as a penalty, the amount of Thirty-Thousand Dollars and No Cents (\$30,000) to Athletics within sixty (60) days of cancellation.

5. **Indemnity and Insurance.** Subject to the terms, conditions, and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*, Athletics shall indemnify and provide insurance to Sporting KC for the Games only to the extent allowed by Kansas statute. Sporting KC shall indemnify Athletics, the University of Kansas, and the Kansas Board of Regents for gross negligence and/or intentional conduct. Both parties waive any recovery for punitive damages and agree to non-binding mediation for any disputes before seeking judicial intervention.

6. This LOA may be executed in counterparts (including by email), each of which will be deemed an original and all of which together will be considered one and the same agreement.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have caused this LOA to be executed in their respective names, by their proper officers, duly authorized effective as of the LOA Effective Date.

**ATHLETICS:**

KANSAS ATHLETICS, INC.

By: 

Name: Travis C. Goff  
Title: Director of Athletics

**SPORTING KC:**

SPORTING KC ON BEHALF OF  
OnGoal, LLC dba SPORTING KANSAS  
CITY

By: 

Name: Jake Reid  
Title: CEO and President