

**FIRST AMENDMENT TO
TRAINING CAMP AGREEMENT**

THIS FIRST AMENDMENT TO TRAINING CAMP AGREEMENT (this "Amendment") is made effective as of the 14th day of January, 2015, by and between **MISSOURI WESTERN STATE UNIVERSITY**, a state institution of higher education established pursuant to and governed by Chapter 174, R.S.Mo., as amended ("MWSU"), and the **KANSAS CITY CHIEFS FOOTBALL CLUB, INC.**, a Texas corporation qualified to do business in Missouri (the "Chiefs").

RECITALS:

WHEREAS, the Chiefs and MWSU entered into that certain Training Camp Agreement, dated effective as of June 30, 2009 (the "Agreement"), pursuant to which Chiefs agreed to relocate its annual summer training camp to MWSU's campus and to make certain contributions to MWSU, and MWSU agreed to design, construct and maintain certain improvements and make certain facilities available to the Chiefs on MWSU's campus for the Chiefs' annual summer training camp, all as more particularly set forth in the Agreement.

WHEREAS, the Chiefs and MWSU desire to enter into this Amendment to extend the term of the Agreement and to amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. Extension Terms. The parties agree that, notwithstanding the provisions of Section 1(a) of the Agreement, the term of the Agreement will be extended for an Extension Term of three (3) years (2015, 2016 and 2017 Training Camps) (the "**3 Year Extension Term**"). Thereafter, in accordance with Section 1(a) of the Agreement, the Chiefs shall have the right to extend the term of the Agreement for two (2) additional Extension Terms of one (1) year each, such option to be exercised as set forth in Section 1(a) of the Agreement.

2. Maintenance and Repairs by MWSU. In conformance with MWSU's obligations under Section 5 of the Agreement, the parties agree that MWSU shall, at its sole cost and expense:

- (a) Design, construct and install certain improvements to the two (2) outdoor irrigated bermuda grass practice fields and surrounding area, including the parking lots serving the practice fields, as described on **EXHIBIT 1** attached to this Amendment (the "**Improvements**").
- (b) MWSU shall obtain, whether by outright purchase or lease, at MWSU's sole discretion, and utilize the following equipment in accordance with the Chiefs' requests and recommendations to maintain the practice fields:
 - i. Dakota Top Dresser - Model 414;
 - ii. Terra Float Seeder manufactured by Wiedenmann (UK), Ltd.;
 - iii. Turf Collection System Core Harvester, Model TC125 manufactured by John Deere; and

- iv. Toro Fairway reel mower outfitted with five (5) Fairway Groomer Heads.

All such equipment shall remain the property of MWSU and shall not be removed from MWSU's campus.

- (c) MWSU shall reimburse the Chiefs the costs of labor, equipment and other expenses for the items described in Exhibit 2 for each applicable year during the 3 Year Extension Term necessary to properly prepare the practice field and related areas for Training Camp and to properly maintain such practice fields and related areas. MWSU shall also provide the housing for the personnel of the Chiefs for each applicable year during the 3 Year Extension Term as described in **Exhibit 2**.

Nothing contained herein shall limit any of MWSU's other and continuing obligations under Section 5 of the Agreement.

3. Food Service. In addition to MWSU's obligations under Section 7 of the Agreement, the parties agree that MWSU shall cause its food service vendor (currently Aramark) to agree to the following additional obligations during the 3 Year Extension Term through 2017:

- (a) Fees and charges for meals will not be increased over the prices charged for meals by MWSU's food service vendor in 2014; and
- (b) For all Chiefs' meals served in the Blum Union cafeteria, the Chiefs shall only be charged for meals actually served to members of the Chiefs' organization and their guests. Accordingly, there shall be no charge for any person that "checks in" and subsequently leaves the cafeteria without eating.

4. Other Facilities and Services Provided by MWSU. In addition to MWSU's obligations under Sections 4 and 6 of the Agreement (which incorporate Exhibit B and Exhibit C attached to the Agreement), the parties agree that MWSU shall:

- (a) Provide additional residence hall rooms to the Chiefs (in addition to the 200 described in the "Buildings" section of Exhibit B attached to the Agreement but not to exceed twenty-five (25) additional rooms above 200) for use during training camp in accordance with the Chiefs' request. The Chiefs will endeavor to identify the number of required rooms and notify MWSU prior to July 1 of the applicable year, and such additional rooms shall be provided by MWSU in accordance with the terms set forth in the Agreement, including, without limitation, with the telephone and technology services described in Section 6 and Exhibit C of the Agreement. The determination of which resident halls shall be used for such additional rooms above 200 shall be at the sole discretion of MWSU. The Chiefs recognize that MWSU must be given ample time to allocate such additional rooms. Accordingly, in the event the Chiefs do not identify the number of additional rooms by July 1st of the applicable year, the inability of MWSU to provide such additional rooms shall not constitute a default of this Agreement by MWSU, provided MWSU shall use good faith efforts to accommodate any request made by the Chiefs after July 1st of any applicable year.
- (b) In addition to the security services described in the "Services" section of Exhibit B attached to the Agreement, MWSU shall designate a specific individual that the Chiefs' personnel may contact at any time during training camp as the point of contact to

coordinate and resolve all logistical issues relating to the use of the MWSU campus facilities by the Chiefs' personnel and their guests. With respect to logistical issues, MWSU designates its Director of Athletic Facilities (currently Mike Holoran) as the individual to be contacted by the Chiefs personnel. In the event the issue deals with security, MWSU designates the University Chief of Police (as of February 1, 2015, Yvonne Meyer) as the individual to contact on security issues.

5. Termination. The following new Section 21 is added to the Agreement:

"Section 21. Termination. In the event either party fails to materially comply with any of its obligations under the Agreement, including, without limitation MWSU's obligation to design, construct and install the Improvements and such default continues for a period of ten (10) days after written notice, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

6. Amendment to Section 5 of this Agreement. Notwithstanding any other provision of Section 5 to the contrary, the Chiefs shall be solely responsible to provide personnel at its expense (subject to the reimbursement terms of Exhibit 2) to direct the maintenance of the practice fields. Provided MWSU follows and performs the recommendations of the Chiefs' personnel, MWSU shall not be liable for any damage to the fields arising from the recommendations of the Chiefs' personnel.

7. Remaining Terms Unaffected. Except as specifically amended herein, and as specified in this Section 7, all remaining terms, conditions, covenants and agreements contained in the Agreement remain in full force and effect, and the parties remain obligated to perform same. The parties recognize that part of the Agreement refers to the construction and completion of prior improvements and that the designation and use of MWSU facilities have evolved during the initial five (5) year term of the Agreement. Therefore and in order to clarify certain issues and avoid any misunderstandings with respect to the Agreement, the parties agree as follows:

- (a) The Improvements as defined in the initial Agreement were completed and accepted by the Chiefs.
- (b) Section 1 A and B of Exhibit B of the Agreement shall read A. Scanlon Hall and B. Griffon Hall.
- (c) Section 7 of the Agreement and Section 2 C of Exhibit B of the Agreement are amended to state that "the Chiefs shall have exclusive use of that portion of Blum Union first floor which is partitioned off for use by the Chiefs".
- (d) Section 3 of Exhibit B of the Agreement provides the Chiefs access to and use of Spratt Stadium during Training Camp. The Chiefs acknowledge that they are aware that MWSU is renovating Spratt Stadium and that as a result of such renovation, Spratt Stadium will not be available for use by the Chiefs during the 2015 Training Camp. Provided, however, that MWSU agrees that such renovations shall not unreasonably disrupt or interfere with the Chiefs' Training Camp activities and operations or access to or use of the other MWSU facilities pursuant to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in multiple counterpart copies, each of which shall be deemed an original but together shall constitute one and the same instrument, effective as of the day and year first above written.

"MWSU"

MISSOURI WESTERN STATE
UNIVERSITY

"Chiefs"

KANSAS CITY CHIEFS FOOTBALL
CLUB, INC.

By: Robert A. Vartabedian
Dr. Robert Vartabedian, President

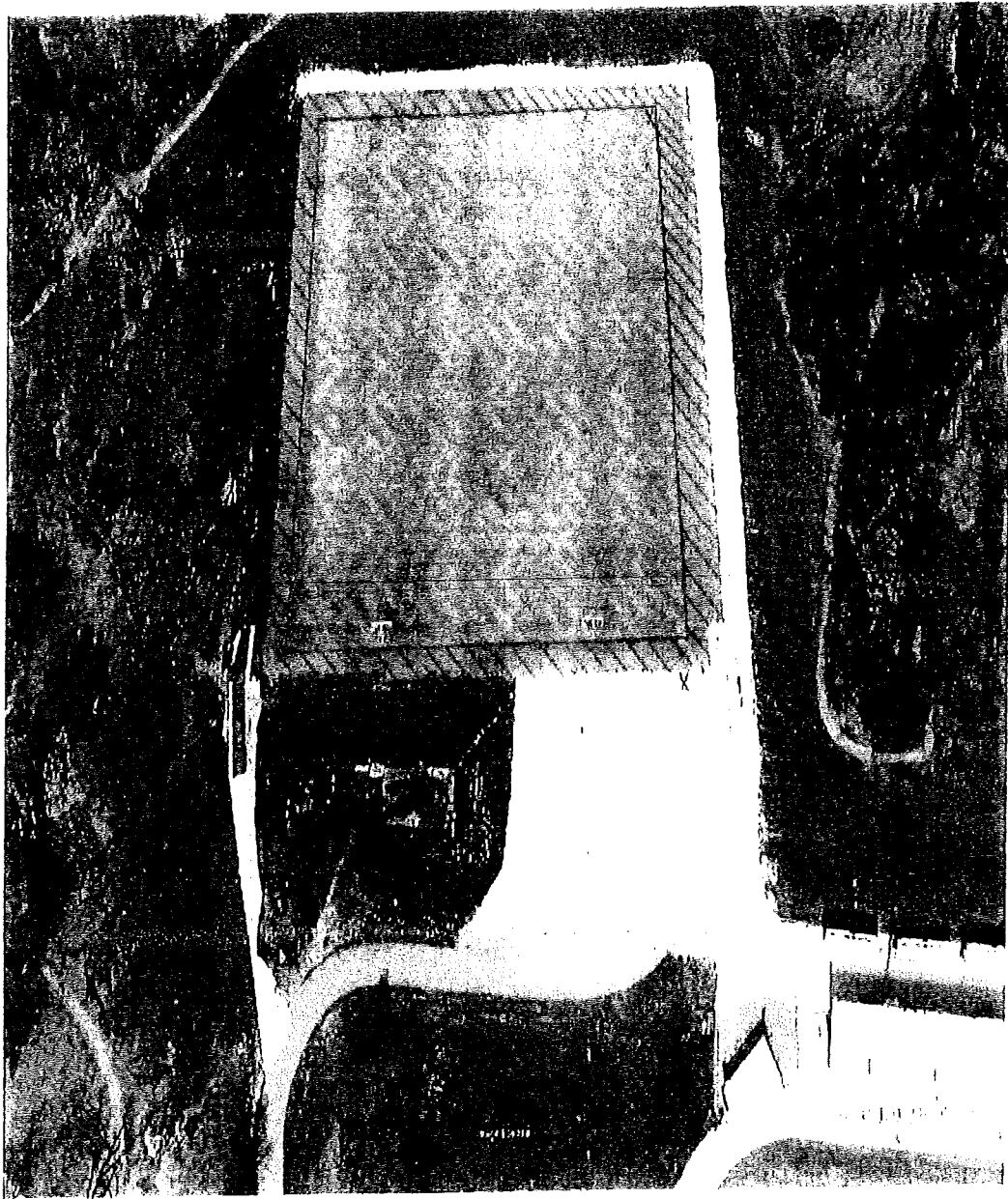
By: Mark Donovan
Mark Donovan, President

EXHIBIT 1
THE IMPROVEMENTS AND THE CRITERIA

MWSU shall; at its sole cost and expense, cause the Improvements described below to be designed, constructed and installed that satisfy the criteria set forth below. Such Improvements shall be constructed and installed prior to July 1, 2015. In connection with such obligation, MWSU, at its sole cost and expense, shall cause detailed drawings and specifications relating to the construction requirements of the Improvements ("Design Documents") to be submitted to the Chiefs for the Chiefs' review and comments prior to the commencement of construction of any of the Improvements. To facilitate the design and construction timetable, the Chiefs shall review and respond with its comments within ten (10) business days of receipt of plans, specifications and any revisions thereto from MWSU. Such Design Documents shall be prepared by qualified and duly licensed design professionals approved by the Chiefs. MWSU, at its sole cost and expense, shall revise such Design Documents in accordance with the Chiefs' comments. The Design Documents shall also satisfy and comply with the criteria set forth below. Any comments provided by the Chiefs to the Design Documents shall in no manner waive, release or diminish any of MWSU's obligations under this Amendment or the Agreement. Provided however, in the event MWSU makes the changes in plans requested by the Chiefs and such changes result in damage to the Improvements, the Chiefs shall be responsible for the cost of such damage. A description of the Improvements and the criteria for such Improvements are as follows:

1. Remove native soil around perimeter of the existing grass outdoor practice fields and replace with sand base system equal to the practice field system. Such area is generally depicted in the marked area in the photograph attached hereto as **Exhibit 1-A**. Such improvements shall ensure that such areas drain properly; contamination of sediment from the AB3 parking lot is removed and that depressions that have resulted from excessive settlement be corrected. Such improvements shall prevent excessive or differential settlement from occurring in the future;
2. Strip sod, remove black layer of clay, laser grade and re-sod all sand based sub-grade areas. Such improvements shall ensure that such areas drain properly; contamination of sediment from the AB3 parking lot is removed and that depressions that have resulted from excessive settlement be corrected. Such improvements shall prevent excessive or differential settlement from occurring in the future;
3. All Work necessary to ensure that the practice fields drain properly;
4. Regrade parking lot adjacent to practice fields and pave such parking lot. Such improvements shall ensure that the parking lot drains away from the practice fields and sentiment and other materials from the parking lot do not contaminate or migrate onto the practice fields area;
5. Rezone layout of existing sprinkler zones and install additional heads where necessary. The zones for practice fields #1 and #2 shall be separated;
6. Demolish existing geotextile road from asphalt road to playing field #1 and replace with an asphalt or concrete sidewalk. Such improvements shall eliminate and prevent debris build up and eliminate slip hazards; and
7. Extend field outward from the northwestern sideline of practice field #1 to the extent necessary for the Chiefs to utilize such area for sled drills and other drills. Provided however, the Chiefs shall provide MWSU with detailed specifications as to the size of such extension to allow MWSU to properly design and bid such work.

EXHIBIT 1-A



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EXHIBIT 2
PREPARATION AND MAINTENANCE REIMBURSABLE COST ITEMS

Description
Full Time Labor engaged by the Chiefs not to exceed \$32,450 for 2015 (subject to annual increase thereafter as determined by the Chiefs based on increases in its costs, not to exceed 6.0% per year)
Part Time Labor engaged by the Chiefs not to exceed \$19,200 for 2015 (subject to annual increase thereafter as determined by the Chiefs based on increases in its costs, not to exceed 6.0% per year)
Equipment Rental
Irrigation Repair
Top-dress Sand
Liquid Fertilizer
Granular Fertilizer
Paint
Fuel
Contracted Services not to exceed \$4,200 for 2015 (subject to annual increase thereafter as determined by the Chiefs based on increases in its costs, not to exceed 6.0% per year)
Subject to availability due to students' usage of residence hall rooms during normal fall and spring semesters, MWSU agrees to provide housing for Labor that will reside at the campus of MWSU from May through September for each applicable year during the 3 Year Extension Term not to exceed 2 rooms
Housing for two Full-Time employees of the Chiefs that will reside at the campus of MWSU during Training Camp