

GUARANTY OF OBLIGATIONS 240286

THIS GUARANTY OF OBLIGATIONS (this “Guaranty”) is made and entered into as of October ___, 2023, and is executed and delivered by the City of Kansas City (the “Guarantor”), in favor of Fédération Internationale de Football Association (“FIFA”). Capitalized terms used herein without definition have the meanings set forth in the Host City Agreement (as defined below).

WHEREAS, Kansas City has been selected as one of the host cities for the Competition;

WHEREAS, in connection therewith, FIFA and WC2026, a Missouri nonprofit corporation (the “Hosting SPV”) are party to that certain Host City Agreement (the “Original Host City Agreement”), which has been amended and supplemented by (i) that certain Addendum to Hosting Agreements (the “Addendum”), by and among FIFA, the Hosting SPV and Arrowhead Events LLC; and (ii) that certain Novation (the “Novation”), by and among FIFA, the Guarantor and the Hosting SPV (the Original Host City Agreement, the Addendum and the Novation, collectively, as they may be further amended or modified from time to time, the “Host City Agreement”), complete, fully executed copies of which the parties hereby acknowledge they have received prior to the date hereof; and

WHEREAS, the Guarantor acknowledges that it may receive direct and indirect benefits from FIFA’s selection of Kansas City as a host city for the Competition and, accordingly, as a material inducement for FIFA to continue to extend the opportunity to host the Competition to Kansas City, the Guarantor has agreed to guarantee the obligations of the “Host City Authority” and the “Host Committee”, as applicable (collectively, the “Host City Obligor”) under the Host City Agreement to FIFA and the Beneficiaries (as defined below) on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

Section 1. Guaranty. The Guarantor hereby absolutely, irrevocably and unconditionally guarantees the full and prompt performance and payment of all obligations of the Host City Obligor under the Host City Agreement from the original effectiveness of such Host City Agreement and for so long as the Host City Agreement (or any of the rights and obligations therein) remains in effect (collectively referred to as the “Guaranteed Obligations”). Except as expressly waived by the Guarantor, the obligations of the Guarantor hereunder shall be subject to the rights, privileges and defenses otherwise available to the Host City Obligor with respect to the Guaranteed Obligations. The Guaranteed Obligations do not include any of the obligations of the Stadium Authority pursuant to the Stadium Agreement, or the obligations of any party for which the City is not obligated under the Host City Agreement.

Section 2. Guaranty of Payment and Not of Collection. This Guaranty is a continuing guaranty of full and prompt performance and payment when due and an obligation and debt of the Guarantor for its own account. Neither FIFA, U.S. Soccer Federation (“USSF”) nor any other third-party beneficiary under the Host City Agreement (the “Beneficiaries”) shall be obligated or required before enforcing this Guaranty against the Guarantor: (a) to pursue any right or remedy FIFA and/or the Beneficiaries may have against the Host City Obligor or any other Person or commence any suit or other proceeding against the Host City Obligor or any other Person in any court or other tribunal; or (b) to make any claim in a liquidation or bankruptcy of the Host City Obligor or any other Person. As used herein, “Person” means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a governmental authority.

Section 3. Guaranty Absolute. The Guarantor guarantees that the Guaranteed Obligations will be

promptly performed or paid, as applicable, in accordance with the terms of the Host City Agreement and any other documents evidencing the same. In the event the Host City Obligor is dissolved, liquidates, or files a petition, voluntarily or involuntarily, for bankruptcy or insolvency or makes an assignment for the benefit of its creditors, such dissolution, liquidation, filing or assignment shall constitute a failure to perform its obligations under the Host City Agreement. The Guarantor waives any right that it might have to challenge the amount or validity of any amounts (i) acknowledged or agreed by the Host City Obligor to be due under the Host City Agreement; or (ii) finally determined to be due under the Host City Agreement by a court of competent jurisdiction. Subject to Sections 1 and 2 hereof, the liability of the Guarantor under this Guaranty shall be absolute and unconditional in accordance with its terms, and this Guaranty shall remain in full force and effect without regard to, and shall not be released, revoked, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever until the date on which the Guaranteed Obligations shall have been paid, performed or otherwise satisfied in full.

Section 4. Action with Respect to Guaranteed Obligations. FIFA may, or FIFA and the Host City Obligor may agree to, at any time and from time to time, in each case in accordance with the terms of the Host City Agreement and without discharging the Guarantor from its obligations hereunder for any reason (including by reason of lack of notice or consent): (a) renew, compromise, extend, accelerate, supplement, change the time for payment or performance of, or otherwise amend, waive, modify or alter in any respect, the terms of the Host City Agreement and the Guaranteed Obligations; and (b) otherwise deal with each other as they may determine in their respective discretion.

Section 5. Waiver. Except as otherwise provided herein, the Guarantor waives (a) any defense to the enforceability, validity, effectiveness of, or otherwise available to Guarantor in connection with, this Guaranty by reason of failure by FIFA to provide notice of acceptance or any presentment, demand, protest, failure of performance or payment by the Host City Obligor or similar notice; (b) all defenses to the enforceability, validity, effectiveness of, or otherwise available to Guarantor in connection with, this Guaranty arising by reason of any act of the Host City Obligor or omission or delay of an act by the Host City Obligor which might otherwise operate to discharge the Guarantor from its obligations hereunder; (c) all rights, benefits and defenses to the enforceability, validity, effectiveness of, or otherwise available to Guarantor in connection with, this Guaranty; (d) all defenses to the enforceability, validity, effectiveness of, or otherwise available to Guarantor in connection with, this Guaranty related to the Host City Obligor's bankruptcy, insolvency, reorganization or similar defenses under the bankruptcy laws of the United States or the insolvency or similar laws of any state; (e) any right to require FIFA and/or the Beneficiaries to: (i) proceed against the Host City Obligor; (ii) proceed against or exhaust any collateral; or (iii) pursue any other remedy in such Beneficiary's power whatsoever; or (f) any right to raise, as a defense to the enforcement of this Guaranty, any defense or any other claim which the Host City Obligor may have against the applicable Beneficiary. The Guarantor agrees to be bound by (A) this Guaranty whether or not it is made a party to legal proceedings for the recovery of any amount due or owing to FIFA and/or the Beneficiaries by the Host City Obligor; and (B) each and every ruling, order and judgment obtained by any Beneficiary against the Host City Obligor in respect of the Guaranteed Obligations, whether or not the Guarantor is a party to, or has received notice of, the action or proceeding in which such ruling, order or judgment is issued or rendered.

Section 6. Reinstatement of Guaranteed Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any obligation of the Host City Obligor to pay or perform under the Host City Agreement is reinstated after payment or performance of the Guaranteed Obligations regardless of which party paid or performed the applicable Guaranteed Obligations.

Section 7. Reservation of Rights. The Guarantor reserves to itself all rights, counterclaims and other defenses which the Host City Obligor may have with respect to the Host City Obligor's payment or

performance of its obligations under the Host City Agreement other than defenses expressly waived in this Guaranty.

Section 8. Payments. Except as otherwise provided herein or by law, all sums (i) acknowledged or agreed by the Guarantor to be due to USSF or a Beneficiary under this Guaranty or (ii) finally determined to be due by the Guarantor to USSF or a Beneficiary under this Guaranty by a court of competent jurisdiction shall be subject to set-off against amounts owed by USSF or such Beneficiary, as applicable, to the Guarantor or the Host City Obligor.

Section 9. Subordination. The Guarantor hereby agrees that following the occurrence and during the continuation of an uncured default of the Guaranteed Obligations, any and all present or future obligations and liabilities of the Host City Obligor to the Guarantor shall be absolutely subordinated, both in right of payment and in time of payment, to the prior payment and performance in full of the Guaranteed Obligations.

Section 10. Information. The Guarantor assumes all responsibility for being and keeping itself informed of all circumstances bearing upon the risk of non-performance and/or nonpayment of any of the Guaranteed Obligations and the nature, scope and extent of the risks that the Guarantor assumes and incurs hereunder, and agrees that neither FIFA nor the Beneficiaries shall have any duty whatsoever to advise the Guarantor of information regarding such circumstances or risks.

Section 11. Expenses. The Guarantor shall pay to each Beneficiary any and all costs and expenses (including reasonable attorneys' fees and expenses) that such Beneficiary may incur in connection with (a) the collection of all sums guaranteed hereunder or (b) the exercise or enforcement of any of the rights, powers or remedies of such Beneficiary under this Guaranty or applicable law.

Section 12. Governing Law. The "Governing Law" and "Arbitration" sections of the Host City Agreement are hereby incorporated by reference into this Guaranty and shall apply, *mutatis mutandis*, to any disputes under this Guaranty.

Section 13. Waiver of Remedies. No delay or failure on the part of FIFA and/or the Beneficiaries in the exercise of any right or remedy it may have against the Guarantor hereunder or otherwise shall operate as a waiver thereof, and no single or partial exercise by FIFA and/or the Beneficiaries of any such right or remedy shall preclude other or further exercise thereof or the exercise of any other such right or remedy.

Section 14. Termination. This Guaranty shall remain in full force and effect until the termination or cancellation of the Host City Agreement and shall remain in effect thereafter with respect to any obligations that survive the termination of the Host City Agreement by its terms.

Section 15. Successors and Assigns. Each reference herein to FIFA shall be deemed to include FIFA's permitted successors and assigns under the Host City Agreement. Each reference herein to the Guarantor shall be deemed to include the Guarantor's successors and assigns, upon whom this Guaranty also shall be binding. The Guarantor may not assign this Guaranty without obtaining the prior written consent of FIFA, which consent may be granted or withheld in FIFA's sole discretion.

Section 16. Amendments. This Guaranty may not be amended except in writing signed by FIFA and the Guarantor.

Section 17. Notices. All notices under this Guaranty will be given in accordance with the terms of the Host City Agreement and addressed to the other party at the address set forth below, or at such other address as such party may supply by written notice:

If to the Guarantor:

City of Kansas City
Attn: Brian Platt
City Manager
414 E. 12th Street, 29th floor, City Hall
Kansas City, MO 64106
Email: brian.platt@kcmo.org

With copies (not constituting notice) to:

Nelson Muñoz
Deputy City Attorney
City Attorney's Office, 23rd floor, City Hall
Email: nelson.munoz@kcmo.org

If to FIFA:

Fédération Internationale de Football Association
FIFA-Strasse 20
8044 Zurich
Switzerland
Attn: Chief Tournament Officer
Copy: Director of Commercial & Corporate Legal

With copies (not constituting notice) to:

Adam Sullins; Kendall Johnson
Latham & Watkins LLP
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
E-mail: Adam.Sullins@lw.com; Kendall.Johnson@lw.com

Section 18. Severability. In case any provision of this Guaranty shall be held invalid, illegal or unenforceable by any arbitrator or court of final jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 19. Headings. Section headings used in this Guaranty are for convenience only and shall not affect the construction of this Guaranty.

Section 20. Recitals. The recitals set forth above immediately preceding Section 1 of this Guaranty are hereby deemed incorporated into this Guaranty and are true and correct as of the date hereof.

Section 21. Interpretation. Nothing in this Guaranty is intended to increase, modify, or otherwise change the performance of the Guaranteed Obligations of the Host City Obligor under the Host City Agreement. Except as it pertains to Guarantor's additional obligations as expressly set forth in this Guaranty, the Guarantor's obligations under this Guaranty are limited to the performance of the Guaranteed Obligations by the Host City Obligor pursuant to the Host City Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Guarantor has duly executed and delivered this Guaranty as of the date first written above.

City of Kansas City

By: _____

Name: Brian Platt

Title: City Manager

Approved as to form:

Nelson V. Muñoz
Deputy City Attorney

Accepted, Acknowledged and Agreed:

Fédération Internationale de Football Association

By: _____

Name:

Title: