

NOVATION

240286

THIS NOVATION (this “Novation”), dated as of [●] (the “Effective Date”) is made and entered into by and among Federation Internationale de Football Association (“FIFA”) and the City of Kansas City (the “City” and, together with FIFA, collectively, the “Parties”). Capitalized terms used herein without definition have the meanings set forth in the Host City Agreement (as defined below).

WHEREAS, as of the date hereof, the City is a party to that certain Host City Agreement, by and between FIFA and the City (the “Original Host City Agreement”), as was amended and supplemented by that certain Addendum to Hosting Agreements, by and among FIFA, the City and Arrowhead Events LLC (the “Addendum”, and collectively with the Original Host City Agreement, as they may be further amended or modified from time to time, the “Host City Agreement”), a complete, fully executed copy of which the Parties hereby acknowledge they have received prior to the date hereof;

WHEREAS, KC2026, a Missouri nonprofit corporation (“KC2026”) was formed by community leaders as an independent organization to fulfill the tasks, activities and projects required to be delivered by the Host City Authority under the Host City Agreement; and

WHEREAS, the Parties desire for KC2026 (and not the City) to be the “Host City Authority” under the Host City Agreement in accordance with the terms of this Novation.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Effective as of the Effective Date, the City shall (and hereby does) cease to be a party to the Host City Agreement and KC2026 shall concurrently become a party to it, as the Host City Authority, in place of the City pursuant to a Novation by and between FIFA and KC2026 dated of even date herewith.

2. The Parties acknowledge and agree that: (a) KC2026 is not a wholly-owned or controlled subsidiary of the City; (b) KC2026 will be entering into the Rights Package Agreement, which will include certain rights and benefits to help facilitate the community’s fundraising efforts; and (c) such rights and benefits will be in lieu of and will supersede specific rights in the Host City Agreement.

3. The Parties acknowledge that the contents of, and any information disclosed pursuant to, this Novation are confidential, *mutatis mutandis*, in accordance with Section 14.10 of the Host City Agreement.

4. Each of the Parties represents and warrants that it has power and authority to (a) enter into this Novation and bind itself hereto; and (b) take all such actions as may be required to implement the provisions herein.

5. The Parties agree (i) to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable, to consummate and make effective this Novation and the other transactions contemplated by this Novation and/or the Host City Agreement that the Parties may require following the date hereof; (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of this Novation or the other transactions

contemplated by this Novation and/or the Host City Agreement that the Parties may require following the date hereof; and (iii) to cooperate in connection with the foregoing.

6. The Parties represent and warrant that this Novation is fully valid and enforceable upon them in accordance with its terms. If any provision of this Novation is held invalid or unenforceable by any arbitrator or court of final jurisdiction, it is the intent of the Parties that all other provisions of this Novation be construed to remain fully valid, enforceable and binding on the Parties. In lieu of any such invalid or unenforceable provision, the Parties intend that there shall be added as a part of this Novation a provision as similar in terms to such invalid or unenforceable provision as may be possible that will be valid and enforceable.

7. THE "GOVERNING LAW" AND "ARBITRATION" SECTIONS OF THE HOST CITY AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THIS NOVATION AND SHALL APPLY, *MUTATIS MUTANDIS*, TO ANY DISPUTES UNDER THIS NOVATION.

8. This Novation may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Novation by facsimile or electronic (*i.e.*, PDF or DocuSign) transmission will be effective as delivery of a manually executed counterpart of this Novation.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Novation on the date first written above.

**FEDERATION INTERNATIONALE DE
FOOTBALL ASSOCIATION**

By: _____
Name:
Title:

CITY OF KANSAS CITY

By: _____
Name:
Title: