

THIRD AMENDMENT TO AMENDED AND RESTATED ARENA LEASE

This Third Amendment to Amended and Restated Arena Lease (“Second Amendment”) is made and entered into this 9th day of February 2026 by and between the City of Independence, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”) and Kansas City Mavericks, LLC, a Texas limited liability company formerly known as Loretto Sports Ventures, LLC (the “Team”). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Hockey Lease (defined below).

WHEREAS, the City and Independence Professional Hockey, LLC, entered into an Amended and Restated Arena Lease, dated August 13, 2009, for the use of the City’s multi-purpose sports and entertainment facility, which Amended and Restated Arena Lease (as the same has been amended from time to time) is referred to as the “Hockey Lease”; and

WHEREAS, pursuant to a Consent to Lease Assignment, dated January 21, 2015, the City consented to the assignment of the Hockey Lease from Independence Professional Hockey, LLC, to the Team; and

WHEREAS, Team moved from the WPHL/CHL to the ECHL in 2015; and

WHEREAS, on May 29, 2015, Team changed its entity name from “Loretto Sports Ventures, LLC” to “Missouri Mavericks, LLC; and then on June 1, 2017, Team again changed its entity name from “Missouri Mavericks, LLC” to “Kansas City Mavericks, LLC”; and

WHEREAS, on September 27, 2018, the City and the Team entered into that certain First Amendment To Amended and Restated Arena Lease (the “First Amendment”) in order to modify portions of the Hockey Lease as further set out therein; and

WHEREAS, on November 3, 2023, the City and the Team entered into that certain Second Amendment To Amended and Restated Arena Lease (the “Second Amendment”) in order to modify portions of the Hockey Lease as further set out therein; and

WHEREAS, the City and the Team desire to enter into this Third Amendment in order to further modify portions of the Hockey Lease as further set out herein; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the City and the Team agree as follows:

1. The sixth and seventh full sentences of Section 2.1 of the Hockey Lease (which includes the statement of the Term of the Hockey Lease) are hereby deleted in their entirety and are replaced by the following:

“The initial term of this Lease shall begin on the Opening Date for the Facility and expire **June 30, 2029** (the “**Initial Term**”). Upon expiration of the Initial Term, this Lease shall automatically renew for successive one (1) year periods (each a “**Renewal Term**,” and all Renewal Terms together with the Initial Term, the “**Term**”), unless sooner terminated as provided in this Lease. For each year of the Term, this Lease shall be for all of Team's home games (approximately thirty-six (36) and no less than thirty (30) regular season home games each season which constitute one-half of Team's regular season games each season, plus playoff games). In addition to any other termination rights contained herein, either party may terminate this Lease at its discretion by giving the other party written notice not later than the December 31 immediately prior to the commencement of any Renewal Term. Additionally, and in accordance with Team's ECHL License Agreement, Team shall be required to execute the “Conditional Assignment of Arena Lease” prior to the commencement of the initial term and provide a fully executed copy to the City and Manager.”

2. The second full sentence of Section 2.4 of the Hockey Lease (which includes terms regarding the scheduling of Team games) is hereby deleted in its entirety and is replaced by the following:

“Approximately thirty-six (36) home games (and no less than thirty (30) home games) shall be scheduled between October 1 and March 30 during each ECHL hockey season beginning after July 1, 2026, through the termination of this Lease, with the possibility of additional playoff games each season.”

3. Section 3.1 of the Hockey Lease is hereby amended by the addition of the following subsection (g) added:

“(g) If the Team fails to play 30 or more regular season games at the Facility in any year of the Term, the Team shall pay the City the amount of **\$6,500** multiplied by the difference between regular season games played at the Facility during such year and 30;”

4. References to the “WPHL” in the Lease shall be amended to “ECHL” consistent with the recitals hereto.

5. All terms of the Hockey Lease, as amended, that are not specifically modified by this Third Amendment shall remain in full force and effect, unmodified by the terms of this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

The City of Independence, Missouri

Attest:

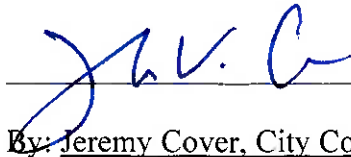


By: Susanne Holland, City Clerk



By: Lisa Reynolds, Interim City Manager

Approved as to form:



By: Jeremy Cover, City Counselor

Kansas City Mavericks, LLC



By: James Arkell, Chief Operating Officer