

December 13, 2025

VIA Email: bcovinsky@jacksongov.org

Bryan Covinsky, County Counselor
Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

RE: Engagement Letter for Lease Extension

Dear Mr. Covinsky:

Pursuant to my meeting with County Executive LeVota, thank you selecting me ("**Counsel**") to serve as special legal counsel and an advisor to Jackson County, Missouri (the "**Client**") on its lease (the "**Lease**") extension of GEHA Stadium at the Truman Sports Complex (the "**Premises**") to the Jackson County Sports Complex Authority (the "**Authority**"), and the Authority's sublease of the Premises to the Kansas City Chiefs Football Club, Inc. (the subtenant or "**Tenant**"). I am pleased to submit this letter to document the terms of our relationship.

Scope of Representation

I understand the scope of Counsel's representation (the "**Services**") includes, among other things, (a) analyzing and preparing summaries of various legacy contracts with the Authority and Tenant, respectively, such as agency, lease, development and management agreements, and financing documentation; (b) negotiating and preparing contracts (and, if applicable, amendments) of the proposed Lease (and Authority's sublease) extension and development agreement related to capital improvements to the Premises in the Lease extension period; (c) recommending strategies to Client on related transactional matters; and (d) as directed, coordinating efforts with Tenant's and the Authority's counsel, and outside financial and other consultants, as required to effectuate a favorable Lease extension outcome for Client. Any additional Services will be governed by this letter unless replaced by a separate written agreement.

Term of Engagement

Counsel's representation will commence upon your execution of this engagement letter and end in the ordinary course upon completion of Counsel's work on the Services. Either of us may terminate the engagement for any reason by written notice, subject (on our part) to applicable rules of professional conduct, including our obligation to take such steps as may be reasonably practicable to protect your interests in the matter for which Counsel is engaged.

After completion of the Services, changes may occur in applicable laws or regulations that could impact Client's future rights and liabilities. Unless you specifically ask Counsel to provide Services for future occurrences, and Counsel agrees to do so, Counsel will have no obligation to advise you concerning future legal developments following the completion of this engagement.

Accountability

Pursuant to Section 230 of the Jackson County Code of Ordinances, Counsel will report to the County Executive, agent of the County, and the County Counselor, when providing the Services to Client.

Fees and Expenses

Counsel proposes to provide the Services to Client on an hourly basis, determined by measuring the amount of time spent performing the Services multiplied by an applicable hourly rate, tracked in tenths of an hour increments. As of the date of this letter, Counsel's billing rate is \$545 per hour. Counsel's rate may be subject to upward adjustment, with prior written notice to and approval by Client.

The undersigned Counsel will be primarily responsible for performing and managing the Services. Solely with your consent, Counsel may subcontract various aspects of the Services to third-party expert counsel and consultants, when specific expertise and support is warranted. Such third-parties may include Hardwick Law Firm, LLC. The fee rate at which Counsel may engage Hardwick or any other third-party will be submitted to Client for approval, prior to any engagement. Invoicing for subcontracted third-party Services will be included in Counsel's invoices to Client, and subject to payment by Client and for ease of administration, Counsel will facilitate payments to such third-parties. However, Counsel will have no liability for any third-party fees and expenses. If Counsel incurs any fees or expenses related to the Services, such fees and services will be paid to Counsel, in full.

Fees Not Contingent

Counsel will endeavor to bill the Client monthly. Fees are not contingent, and payment is due every thirty (30) days upon the receipt of the statement. If Counsel does not receive any comments about the statement within ten (10) business days of receipt, Counsel will assume the bill is acceptable to Client. Payment will be made by wire transfer or other immediately available funds and payable to "**Grid Counsel LLC**" provided by Counsel to Client prior to the payment due date. If any of Counsel's statements remain unpaid for more than thirty (30) days after receipt, Counsel may, consistent with ethical obligations, advise with notice that Counsel will cease to perform Services, until satisfactory arrangements for the payment of the unpaid statements are made.

Communication and Related Obligations

Counsel will keep Client informed about material developments with respect to the Services, respond promptly to inquiries, and consult with you on strategies. Any discussion of possible outcomes or results is intended to illustrate various possible alternatives and does not constitute a guarantee of any particular outcome or result. To enable Counsel to represent you effectively, you agree to cooperate fully in all matters relating to the engagement, and to disclose fully and accurately all information that may be relevant to the Lease or that Counsel may otherwise request.

Conflicts

While representing Client, specific conflicts may arise in matters unrelated to the Services. For example, a previous or current adverse party to Client ("**Adverse Party**") may ask Counsel to represent it in a matter unrelated to the Services or Counsel's representation of Client. In the event of such conflict, Counsel will strictly comply with applicable codes of professional conduct and obtain Client's consent prior to the

Adverse Party engagement. Consistent with its ethical obligations, Counsel would decline the other representation if there were a risk of disclosure of confidential Client information or if Counsel has reason to believe such representation would adversely affect Client.

Finally, we would not represent an Adverse Party in a matter substantially related to a matter in which we have represented Client, without your further specific consent. Subject to the limitations described above, we request that the Client consents and agrees, by your execution of this letter, that Counsel may represent any Adverse Party in unrelated matters, and Client waives any claim of conflict of interest arising from such a representation. Counsel suggests that Client consult with the County Counselor or other counsel concerning the consent and waiver we are requesting. As of the date of this Engagement Letter, Counsel has no knowledge of representing an Adverse Party on any related matter.

Termination of Services and Representation

Client and Counsel may each withdraw from this representation, without cause. Termination does not, however, relieve Client from its responsibility to pay Counsel for Services performed through the date of the termination.

After our attorney-client relationship ends, Counsel will electronically deliver all documents in its possession that are related to the Services, except for administrative records, billing materials, personnel files, accounting records, and internal work product (including drafts, notes, and research). Counsel will retain files for a period consistent with legal requirements and best practices.

Confirmation of Services

If you find the provisions of this letter acceptable, please sign below and return a pdf copy to me at allison@gridcounsel.com (with a copy to 816.797.9991 or at allisonLbergman@gmail.com). If Counsel does not receive a counter-signed copy of this letter from Client but performs Services at your request, you agree the terms of this letter will govern our attorney/client relationship.

I appreciate the opportunity to provide legal and consulting Services to you on the Lease, and look forward to getting started. Please let me know if you have any questions about this engagement letter.

GRID COUNSEL LLC



Allison Bergman, Member

ACKNOWLEDGEMENT AND ACCEPTANCE

JACKSON COUNTY, MISSOURI

By: _____
Name: Bryan Covinsky
Title: County Counselor

Cc: Phil LeVota, County Executive
Phil.LeVota@jacksongov.org