

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and the **LANCASTER COUNTY AGRICULTURAL SOCIETY**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Grantee**". Individually, the Sponsor and the Grantee may be referred to as a "Party," and collectively they may be referred to as "Parties."

WITNESSETH:

WHEREAS, the Grantee is a political subdivision which owns and operates a visitor attraction located in Lancaster County; and

WHEREAS, the Grantee has established a project for: expanding and improving an existing visitor attraction; planning or developing such expansion, improvements, exhibits or additions; acquiring or expanding exhibits for existing visitor attractions; or promotion and advertising costs associated with such exhibits; and

WHEREAS, the Sponsor desires to expend County Visitor Improvement Grant funds to support the Grantee's project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1. **Purpose:** The purpose of this Grant Contract is to provide funding for the Grantee's Project, as described in Attachment A, attached hereto and hereby incorporated by this reference.
2. **Scope of Services:** The Grantee agrees to complete the Project on or before July 31, 2021. Grantee agrees that it shall expend the funds granted hereunder only for the Project.
3. Intentionally omitted.
4. **Grant:** In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in an amount up to \$3,600,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"), subject to the following condition:
 - a. The Grantee shall not be eligible for any additional grant funding from the Lancaster County Visitors Improvement Fund until the final payment under this Grant Contract is made in calendar year 2027.
5. **Term:** The term of this Grant Contract shall be from June 1, 2019, through December 31, 2027.

The Sponsor may extend the term of the Grant Contract upon good cause shown by the Grantee. Any extension of the Grant Contract term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant Contract term, or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

6. **Project Budget:** A Project Budget shall be prepared and maintained by Grantee. Grantee shall carry out the Project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The Project Budget attached hereto as Attachment "A" is hereby approved by the

Sponsor. Thereafter, the Project Budget may be revised from time to time by Grantee to provide for increased or decreased expenditures within or among Project Budget line items, or to add or delete Project Budget line items, but no amendments regarding increased expenditures or additional Project Budget line items shall be effective unless and until the same are approved in writing by the Sponsor. The amended Project Budget shall be transmitted to Sponsor within three (3) business days of any amendment. The Sponsor's Budget and Fiscal Officer is hereby authorized to approve amendments to the Project Budget on behalf of Sponsor pursuant to this Paragraph 6 within three (3) business days of receipt of any amendment.

7. **Payment of Grant:** The Grantee shall be paid in six (6) installments according to the following yearly schedule:

1. Calendar year 2022 - \$600,000.00
2. Calendar year 2023 - \$600,000.00
3. Calendar year 2024 - \$600,000.00
4. Calendar year 2025 - \$600,000.00
5. Calendar year 2026 - \$600,000.00
6. Calendar year 2027 - \$600,000.00

Sponsor shall pay Grantee one installment payment per calendar year in an amount not to exceed the amount set forth in Paragraph 7.1 through 7.6 of this Grant Contract. During each calendar year, Sponsor shall pay Grantee the installment payment for that calendar year on or before February 1st of that calendar year. Payment by Sponsor to Grantee pursuant to this Grant Contract during any calendar year shall not exceed the amount of the installment for any calendar year set forth in this Paragraph 7 of the Grant Contract, and Sponsor shall make no more than one payment to Grantee during any calendar year. Payment will be made only upon completion of the Project and only after the Grantee assures the Sponsor in writing that the Project has been completed in accordance with the Grant Contract, and completed in a timely manner. Grantee shall submit a claim for Grant Funds to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures.

PROVIDED: The Grantee understands and agrees that the Lancaster County Visitors Improvement Fund ("Improvement Fund") is the sole source of payment of Grantee's claim(s) for Grant Funds pursuant to this Grant Contract. Grantee's claim(s) shall not be paid from the Lancaster County General Fund, or from any other Lancaster County Fund. If for any reason the amount of funds in the Improvement Fund shall be insufficient to meet all obligations of the Improvement Fund, then the Sponsor, in its sole and absolute discretion, will determine the amount of Grant Funds, if any, that can be paid to the Grantee based on the amount of the funds available in the Improvement Fund, until sufficient funds in the Improvement Fund become available to pay Grantee's claim(s) for Grant Funds in full, and the Parties agree that no interest on the amount of such claim(s) shall be due or owing from Sponsor to Grantee as a result of any such delay in Sponsor's payment of Grantee's claim(s), whether such claim(s) be considered liquidated or unliquidated. Grantee agrees that Grantee has no reasonable expectation of payment of any kind from any other source except the Improvement Fund.

8. **Audit and Inspection:** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect and audit all the books, records, accounts, work product, materials, payroll, records of personnel, invoices of materials, and other relevant data of the Grantee pertaining to the Grant Contract and the Project.

9. **Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

10. **Sponsor Not Obligated to Third Parties:** This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

11. **Prohibited Interests:** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

12. **Nonperformance:** In the event the Grantee fails to complete the Project or fails to meet any of the requirements outlined in this Grant Contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

13. **Severability:** If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

14. **Independent Contractor:** It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

15. **Hold Harmless:** The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys fees), arising out of or resulting from the performance of this Grant Contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This Section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

16. **Insurance Requirements:** The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Grant Contract. No work on the Project or pursuant to this Grant Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Grant Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done

pursuant to this Grant Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. The Grantee shall provide an additional insured endorsement acceptable to the Sponsor, which approval shall not be unreasonably withheld.

c) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

d) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Grant Contract and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Grant Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

17. **Employee Verification:** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Section.

18. **Forbearance Not Waiver:** Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

19. **Venue:** If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

20. **Integration:** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Grant Contract, whether verbal or written, except for Grant Contract C-16-0649 which remains in effect.

EXECUTED by Grantee this 17th day of July, 2019.

LANCASTER COUNTY
AGRICULTURAL SOCIETY, a Nebraska
Political Subdivision, Grantee.

Kent M. Pommer
Witness

BY: Ron Dowding
Title: President

EXECUTED by Sponsor this ____ day of _____, 2019.

APPROVED AS TO FORM THIS
____ day of _____, 2019.

LANCASTER COUNTY, NEBRASKA
a Political Subdivision, Sponsor

BY: _____
for Patrick Condon
Lancaster County Attorney

BY: _____
Roma Amundson, Chair
Lancaster County Board of Commissioners



Lancaster
EVENT CENTER
let the good times grow

NATIONAL HIGH SCHOOL FINALS RODEO
EVENT LAYOUT
Updated 4-25-19



Excerpt NHSFR Lincoln Contract 10/16

LIST OF SPECIFICATIONS: ATTACHMENT A

Lancaster Event Center

For the 2020 and 2021 NHSFR, the Host agrees to provide the grounds, properties and facilities as shown on the attached plot plan. These grounds, properties and facilities will include, in addition to those provided for in the agreement, the following (provided without change by Host except as otherwise indicated) for both NHSFRs:

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| Housing | Host shall guarantee the availability of 1,250 full service camp sites having water, electricity and sewer hookups available at each camp site. Dry and Tent Camping will also be available. Additional housing will be guaranteed by the Lincoln CVB. |
| Stalls | 700 – 10'x10' horse box-stalls of safe construction, 300 or more inside stalls and up to 400 outside stalls with covers. |
| Seating | 5000 grandstand/bleacher seating (3400 seats covered, 1600 uncovered initially) for spectators at the timed event and rough stock arenas. 770 bleacher seating for spectators at the cutting arena. 330 bleacher seating for spectators at the reining cow horse arena. All grandstands/ arenas to have controlled access for ticket taking. Grandstands to be located in a manner approved by the NHSRA with VIP seating space. |
| Trade Show | 117,000 square foot buildings with climate controlled space with a level and hard floor. Adequate outdoor exhibition space for overflow. Adequate utilities to conduct all trade show activities. Pipe and drape and tables and chairs will be provided for the Trade Show area. |
| Performance Arenas | <u>Rough Stock & Timed Events</u> – Timed Event Arena to be 125'-130' wide by 260'-265' long and to be positioned with main grandstand to meet current NHSRA approval. Both timed event chute boxes to be 10 feet. The barrel racing gate is to be in the exact center. Rough Stock Arena to be 120' wide by 250' long with 10 bucking chutes and four preparation chutes on each side for a total of 18 and to be positioned with main grandstand to meet current NHSRA approval. Both arenas set end to side with adequate livestock holding and staging pens all constructed of appropriate panels and/or fencing for the activities involved. The timed event arena will have roping equipment which will include a suitable chute with three lead up chutes, a herringbone sorting pen and two 10' wide by 16' deep boxes on each side of the chute. The barrel racing and pole bending entry gate(s) shall be in the exact center of the pattern as set out in the NHSRA rule book. Positioning, gating and suitability of all chutes, arenas and back |

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pens will be subject to NHSRA approval. The Timed Event and Rough Stock Arenas MUST be adjacent to each other and both arenas must allow for good viewing from the grandstand.

Cutting - One arena 125' wide by 300' long with warm up area 115' x 95' immediately adjacent such that contestants warming up can view cattle and cutting competition. All constructed of appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of all arenas and back pens will be subject to NHSRA approval.

Reining Cow Horse - One arena 115' wide by 150' long with adequate warm up area located such that contestants warming up can view competition. Appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of arena will be subject to NHSRA approval.

All performing arenas to have lights, sound systems and announcer stands with full view of the arenas adequate to house announcers, timers, secretaries and their equipment during the performances. All arenas have wireless capability. Outdoor main performance arena announcer stands are air conditioned and dust proof.

Livestock Holding

Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house bulls, bucking horses, calves, steers and goats for the duration of each NHSFR to provide for the timed events and rough stock arenas. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers for the cutting arena. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers and calves for the timed events practice pen and to house steers for the cutting practice pen. Livestock pens will be located at the Host Site in such a manner to efficiently handle all rodeo livestock for the production of the NHSFRs. Water will be readily accessible to the pens and livestock water tanks will be available for stock contractors to place in all pens. All livestock will be housed on grounds in sufficient amount of space for the numbers needed. The exact number and size of pens needed will be provided to Host by the 2020 NHSFR mid-winter meeting of the NHSRA.

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| Practice/Additional competition Arenas | 2 timed event practice/additional competition pens, one to be approximately 100' x 200' and one to be 60' x 200', with suitable livestock management pens and chutes adequate for all activities. One cutting practice pen 100' x 125', and one RCH practice to be the same as the RCH performance arena. Practice and warm up to be in the same pen for all above arenas. |
| Shooting Sports | Safe shooting range(s) adequate to conduct a trap and light rifle competition with approximately 500 participants over a four day period. Ranges to be provided without charge. |
| Parking | Parking spaces at no cost to accommodate all spectators plus workers, staff and sponsors. Host to provide reserve parking spaces to NHSRA as specified in agreement. Host reserves right to create reserved parking spots for sponsors or to sell with reserved seating. |
| Information booth | 1 - 10'x10' |
| Small meeting areas | 1-14'x20' air conditioned rooms with tables and chairs adequate to accommodate at least 20 people. |
| Large meeting areas | 1-14'x50' air conditioned rooms with tables and chairs adequate to accommodate at least 100 people. |
| NHSRA office | Air conditioned 30'x36' area with all required furniture for general reception, staff office area, 2 meeting areas - one capable of accommodating 20 people (<i>Executive Committee meeting room</i>) and one capable of accommodating 30-50 people (<i>the break-room</i>) and adjacent area to display standings. This area is lockable and has 4 telephone lines, internet connection, electricity, lighting and bathroom facilities. |
| Dance area | Dance area suitable to accommodate 1,600 with controlled access and adequate seating. |
| Food concessions | An area suitable for food concessions within easy access of contest viewing areas, rough stock, timed event, cutting and reining cow horse arenas and trade show. |
| Bathrooms and showers | Adequate bathrooms and showers available to service all camping spaces provided. Adequate bathroom facilities to service all spectator areas, trade show areas and office & meeting areas. |
| First aid | An area for a first aid station with all appropriate utilities for this activity. |

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| Veterinarian | An available area for a veterinarian and the provision of services. |
| Grounds crews/Grounds equipment | An area to house equipment and personnel to address and service NHSFR needs such as operational, carpentry, welding, electrical, sound, plumbing and mechanical. Equipment included are tractors, skid loaders, other loaders, backhoes, ladders, high lifts, trucks, dump trucks, trailers, and various hand tools. Also at least three (3) tractors, (four (4) if one (1) cannot service both the rough stock and timed event arena) with arena grooming implements will be available as needed. An acceptable animal ambulance will be available as needed to convey injured animals from the arenas to the injured and sick animal area. It is a slide or very low clearance conveyance with cover. |
| Garbage removal | Adequate garbage containers with removal services throughout the duration of the NHSFR. |
| Waste removal | Adequate areas for the deposit of waste from stalls and trailers as trailers arrive. |
| Ice, bedding and feed | An area to house a Vendor(s) of ice, bedding and feed |
| Injured or sick animal | A covered holding area isolated from other animals and the public for sick and injured animals. |
| Press and media | An area sufficient to set up a media and press coverage headquarters with air conditioner, phone line and other required utilities. |
| Golf cart vending area | An area to vend and service a golf cart vendor with at least 750 golf carts. |
| Trailer parking | Adequate parking area for contestants and personnel to drop an average of approximately 150 trailers that are not used as living quarters during the 2020 and 2021 NHSFR. |
| Protesters | An area for protesters as required by Nebraska law. |
| Queen pageant/Talent show | An air conditioned auditorium with stage, sound, lights and adequate seating for a minimum of 650 spectators. |
| Crisis Basket | 60'x100' air conditioned area for display of baskets and crisis basket administration. |
| Foundation Auction | An air conditioned area for display of auction items, auction administration and conducting of the auction with adequate seating for at least 100 people. |

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| Horse/contestant Check-in | Host to staff and manage to NHSRA requirements. Contestant check in begins at 12:00 noon on the Thursday before the first performance and continues until 7:00 a.m. Sunday prior to the first performance. Check-in is open 24 hours and with the ability to form in at least 2 and up to four lanes as they arrive. Minimum of 3-10'x14' covered areas for 1) contestant check-in, 2) horse check-in and stalling and 3) camping check-in and services. These areas have electricity, lights, and ability to store cool refreshments and have restrooms and air conditioned space within a reasonable distance. |
| Sponsor Hospitality | An air conditioned area with viewing of the two main arenas for sponsor hospitality with facilities to allow catering of food and refreshments. |
| National Awards | 30'x30' area for display and dispersal of national awards immediately following the final performance. |
| Pumping services | For campground, sewer pumping services shall be available if needed as well as water delivery shall be available if needed. |
| Recreation | Adequate facilities to conduct contestant volleyball tournament that will include a minimum of 4 regulation courts. |
| Access/tickets | Spectator viewing areas, dance and talent show areas have controlled access. All spectators excluding contestants and approved personnel are required to have a ticket and adequate ticket taking personnel and controls shall be available for each performance. |
| Electrical Connections | As needed. |
| Light Towers | Supplemental lighting for livestock and parking lots. |

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ADDENDUM

THIS ADDENDUM, is entered into this 31st day of March, 2017, by and between the Lancaster County Agricultural Society, Inc d/b/a Lancaster Event Center, a Nebraska non-profit corporation (the "HOST") and the National High School Rodeo Association, Inc, a South Dakota non-profit corporation (the "NHSRA").

WHEREAS, HOST and NHSRA have, on this date, entered into the 2020 & 2021 NHSFR Agreement (the "Agreement") providing the National High School Finals Rodeo (the "NHSFR") to be conducted at the Lancaster Event Center (the "HOST Site") during the calendar years 2020 and 2021; and

WHEREAS, the parties to the Agreement are desirous of supplementing provisions of the Agreement to address the respective responsibilities of the parties relating to taxes imposed or prizes awarded as the result of conducting raffles and lotteries in conjunction with the NHSFR;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. HOST's Reimbursement Obligations Relating to Nebraska Taxes. HOST shall reimburse NHSRA and NHSRA Foundation for all Nebraska and other local taxes incurred by NHSRA and NHSRA Foundation as a result of lottery/raffle or auction fundraising activities, with the sole purpose of raising scholarships, conducted in Lincoln, Nebraska during the NHSFR. The tax reimbursement by HOST shall equal the dollar amount of tax paid by NHSRA and NHSRA Foundation as reflected on tax returns or other reports timely filed with the Nebraska Department of Revenue or other applicable local taxing authorities relating to lottery/raffle and auctions conducted at the NHSFR. All reimbursement payments as provided herein shall be tendered within thirty (30) days following HOST receiving proof of taxes paid as provided herein.

2. HOST's Reimbursement Obligation Relating to Nebraska 65% Lottery/Raffle Proceeds Laws. HOST and NHSRA acknowledge that under applicable Nebraska gaming laws, no less than sixty-five percent (65%) of all lottery/raffle proceeds must be paid out to a winning lottery/raffle participant unless lottery/raffle special permit can be obtained exempting the 65% prize payout requirement. HOST agrees that it shall reimburse NHSRA Foundation for the reduction of fundraising proceeds incurred by NHSRA Foundation as a result of receiving less than fifty percent (50%) of the proceeds from t "50/50 Raffles" conducted in Lincoln, Nebraska in conjunction with the NHSFR. If the

3. All remaining provisions of the Agreement are hereby ratified and confirmed by the parties hereto.

Attachment A: Project Budget

| LEC NHSFR Improvements Project | | | |
|--|--|---------------------------|-------------------------------------|
| Construction Budget | | | |
| as of July 8, 2019 AD | | | |
| LEC Line Number | ITEM | LATEST TEAM Budget | LATEST TEAM Budget SUBTOTALS |
| 1.0 | 1.0 PROFESSIONAL CONSTRUCTION TEAM CONTRACTS | | \$ 719,979 |
| 2.0 | 2.0 HAMPTON "CHANGE ORDERS" (SUPERVISED SUBS or PERFORMED BY HAMPTON) | | \$1,799,342 |
| SELF-PERFORM BY LEC WITH SUPPORT OF CM HAMPTON: | | | |
| 3.0 | 3.0 LEC SELF-PERFORM GENERAL CONDITIONS | | \$ 55,016 |
| 4.0 | 4.0 WATER CAMPGROUND | | \$252,403 |
| 5.0 | 5.0 ELECTRIC CAMPGROUND | | \$ 1,387,394 |
| 6.0 | 6.0 SEEDING | | \$ 27,000 |
| 7.0 | 7.0 ROCK | | \$ 220,972 |
| 8.0 | 8.0 SECURITY LIGHTING (CAMPGROUND/LOOP ROAD) | | \$ 5,550 |
| 9.0 | 9.0 OUTDOOR ARENA SOUND/LIGHTING | | \$290,000 |
| 10.0 | 10.0 FENCING & CAMPGROUND/BOUNDARY SIGNAGE | | \$103,622 |
| 11.0 | 11.0 OUTDOOR STALLING | | \$ 398,718 |
| 12.0 | 12.0 EMERGENCY EGRESS DRIVEWAY | | \$ 22,500 |
| 13.0 | 13.0 WIRELESS SYSTEM ADDITION | | \$ 12,500 |
| 14.0 | 14.0 GRANDSTAND TICKETING/ENTRANCE | | \$ 85,000 |
| 15.0 | 15.0 OUTDOOR ARENA SEATING/CONCOURSE | | \$ 932,723 |
| 16.0 | 16.0 RODEO ARENA | | \$ 307,000 |
| 17.0 | 17.0 NHSRA REQUIRED IMPROVEMENTS NOTIFIED BY OCT. 2020 | | |
| 18.0 | 18.0 CHANGES REQUIRED FOR PUBLIC SAFETY | | |
| 19.0 | 19.0 CHANGES TO IMPROVE RODEO EVENT PROFIT | | |
| | TOTALS | | \$6,619,718 |
| | Project Contingency (2.5%) | | \$430,282 |
| | GRAND TOTAL | | \$7,050,000 |
| | less Rodeo Grant ending Jan 2020 | | \$3,000,000 |
| | Remaining Project Budget | | \$4,050,000 |

Attachment A

Termination Clause from 2026/2027 NHSFR Lincoln Contract

34. TERMINATION BY NHSRA. NHSRA and Host have entered into an agreement (the "2020 and 2021 Agreement") to hold the 2020 and 2021 National High School Finals Rodeos at the Host Site. The parties understand that running a successful National High School Finals Rodeo is a complicated operation and the NHSRA has never held a rodeo at the Host Site. In the event the NHSRA believes there were significant problems with the operation of the 2020 NHSFR, it may make reasonable suggestions to the Host of changes it feels is necessary to improve the operation of the rodeo for the 2021 NHSFR, not later than October 31st, 2020. If the Host is unable or unwilling to make these changes for the 2021 NHSFR, and also the 2026 and 2027 NHSFRs, then the NHSRA may terminate this agreement on written notice to the Host on or before February 28, 2022, that it (NHSRA) is terminating this agreement (the one being entered into hereby), and on such notice this agreement shall be null and void.