

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN SECOND
AMENDMENT TO THE STADIUM LEASE & USE AGREEMENT WITH THE
OMAHA ROYALS LIMITED PARTNERSHIP

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Neb. Rev. Stat. §23-2901 to 2905 (Reissue 2007), confers the power to counties, for the benefits of its citizens, to acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, on December 9, 2008, the County entered into a Memorandum of Understanding with the Omaha Royals Limited Partnership (hereinafter "Royals"), to facilitate the establishment of a recreational and athletic facility that may be used as a stadium for minor league baseball, said facility being for social, athletic and recreational purposes, serving the public health and welfare, and for the general operation of government by the exercise of a power conferred by state law; and,

WHEREAS, the Royals and the County entered into a Stadium Lease and Use Agreement on March 17, 2009 which was subsequently amended on June 1, 2009; and,

WHEREAS, the parties desire to further amend said Stadium Lease and Use Agreement to better fulfill the desires and expectations of the Parties under the aforementioned agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Second Amendment to the Stadium Lease and Use Agreement with the Omaha Royals Limited Partnership is hereby approved, and that the Chair and Clerk are hereby authorized to execute said Stadium Lease and Use Agreement on behalf of Sarpy County, Nebraska.

BE IT FURTHER RESOLVED that the Chair, County Administrator, County Fiscal Administrator, and County Attorney are authorized to take such other actions as may be necessary to comply with the provisions of said Stadium Lease and Use Agreement, except for

those actions that require the further consideration of this Board by law.

DATED this 4th day of ~~April~~ ^{May}, 2010.

Moved by Rich Jansen, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rich Jansen

X John Jones

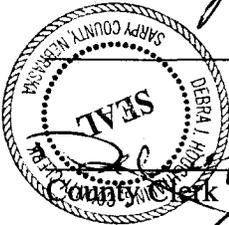
none

Tom Richard

Patrick J. Thomas

ABSTAIN:

none



Debra J. Young
County Clerk

Approved as to form:

Deputy County Attorney

COUNTY OF SARPY

OMAHA ROYALS LIMITED PARTNERSHIP

SECOND AMENDMENT TO STADIUM LEASE & USE AGREEMENT

THIS SECOND AMENDMENT TO THE STADIUM LEASE & USE AGREEMENT (Amendment) is made and entered into as of May 4, 2010 ("Effective Date") by and among the County of Sarpy, a political subdivision of the State of Nebraska (the "County"), and the Omaha Royals Limited Partnership, a Nebraska limited partnership (the "ORoyals").

WHEREAS, the County and the ORoyals entered into a certain Memorandum of Understanding dated December 9, 2008, are party to that certain Stadium Lease & Use Agreement dated March 17, 2009 between the County and the ORoyals (the "Original Agreement"), and that certain First Amendment to Stadium Lease & Use Agreement dated June 1, 2009 between the County and the ORoyals (the "First Amendment" and together with the Original Agreement, the "Agreement"; capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement);

WHEREAS, the ongoing development and construction of the Stadium, pursuant to and as defined in the aforementioned agreements, has made it necessary to further amend the Stadium Lease & Use Agreement for the benefit of the Parties and the transactions contemplated by the aforementioned agreements; and,

WHEREAS, the County has employed a contractor to construct the Stadium, and the County and said Contractor have established a Maximum Price, as defined below, for the Stadium which does not include certain amenities and features.

NOW THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

1. ORoyals agree to charge a \$0.50 Surcharge (the "Surcharge") on each Eligible Ticket or Admission sold to an ORoyals Event or Club Home Game; as such terms are defined in paragraphs 1.42 and 1.16 of the Stadium Lease & Use Agreement. The Surcharge shall be identified on each invoice or receipt for such

Eligible Ticket sale, under the heading "Sarpy County Surcharge." Said Surcharge shall be made for the entire duration of the term of the Stadium Lease & Use Agreement and shall be applied as described in the Amendment.

"Eligible Tickets" shall be those tickets or admissions which are sold by the ORoyals with a face value of \$5.00 or more, excluding the \$0.50 surcharge described herein. Eligible Tickets shall not include those tickets or admissions provided as complimentary or charitable donations, including those tickets offered as a fundraising opportunity for charitable or community organizations.

"Additional Obligations" means with respect to each Eligible Ticket, any sales tax, fee payable or other obligation imposed on the ORoyals with respect to the sale of such Eligible Ticket, including, without limitation, the amount payable to the National Association of Professional Baseball Leagues, Inc.

a) No later than 45 days following the end of each calendar month during the Surcharge Period (the "Prior Month"), the ORoyals shall pay to the County an amount (the "Monthly Payment") equal to the ORoyals' estimate of the difference between (1) the aggregate amount of Surcharges received by the ORoyals during the Prior Month, minus (2) the aggregate amount of Additional Obligations imposed on or incurred with respect to the aggregate amount of Surcharges received during the Prior Month. For purposes of clarification, in the event that a Club Home Game is cancelled and not rescheduled, or the ORoyals otherwise has to refund the entire amount paid for an Eligible Ticket, in the ordinary course of business, the ORoyals shall have no obligation to pay to the County the Surcharge received and then subsequently refunded.

b) No later than 45 days following the end of each calendar quarter during the Surcharge Period (the "Prior Quarter"), the ORoyals shall provide to the County a written report (the "Quarterly Statement") specifying (1) aggregate Monthly Payments made during the Prior Quarter, (2) the ORoyals' calculation of the aggregate Eligible Tickets sold during the Prior Quarter and the ORoyals' calculation of the amount (the "Actual Payment Amount") equal to the difference between (A) the aggregate amount of Surcharges received by the ORoyals that actually occurred during such Prior Quarter, minus (B) the aggregate amount of Additional Obligations imposed on or incurred with respect to the aggregate amount of Surcharges received by the ORoyals during the Prior Quarter, and (3) the ORoyals' calculation of the difference, if any, between (i) the aggregate Monthly Payments during the Prior Quarter, and (ii) the Actual Payment Amount. For Eligible Tickets sold to Club Home Games, the requirements in this paragraph are met by providing a report in the format the ORoyals normally provides to the National Association of Baseball,

If, during the 30 day period following the County's receipt of the Quarterly Statement (the "Review Period"), the County provides written notice to the ORoyals of

Second Amendment to Stadium Lease & Use Agreement

its disagreement with the Quarterly Statement, the parties shall negotiate in good faith to resolve such disagreement. In the event that the parties are unable to resolve such disagreement within 30 days of the County's notification of disagreement, the parties shall engage a mutually agreeable third-party neutral arbitrator to resolve such matter in accordance with the rules of the American Arbitration Association (the "Arbitrator"). The written determination of the Arbitrator shall be binding on the parties. The County and the ORoyals shall each pay 50% of all fees and expenses incurred by the Arbitrator with respect to the settlement of such dispute. If the County does not provide written notice of its disagreement to the ORoyals within the Review Period, the Quarterly Statement shall be binding upon the parties. The Quarterly Statement as finally determined in accordance with this Section 1(b) shall be referred to as the "Final Statement."

c) Surcharges received by the County shall be kept by the County in a segregated fund and shall only be spent or applied as allowed in paragraphs 2, 3 and 4 below.

d) In the event that the Final Statement shows that the Actual Payment Amount is greater than the aggregate Monthly Payments for such Prior Quarter (such amount, the "Excess"), the ORoyals shall pay the Excess to the County at the time of the next Monthly Payment due as an addition to said Monthly Payment; or in the event that the Final Statement shows that the Actual Payment Amount is less than the aggregate Monthly Payments for such Prior Quarter (such amount, the "Refund"), the ORoyals shall be entitled to deduct said amount for the next Monthly Payment due.

e) Notwithstanding anything to the contrary set forth herein, the ORoyals shall have no obligation hereunder or otherwise to the County to charge the Surcharge or any additional amounts with respect to ticket sales for Club Home Games or ORoyals Events immediately as of the Surcharge Termination Date (as defined below). The "Surcharge Termination Date" means the date on which the County agrees to provide or make available any County revenue in an amount in excess of Five Million Dollars (\$5,000,000.00), whether through general revenue sources or through the sale of County bonds, for the construction or development of an entertainment venue and does not impose a surcharge on the tickets sold for such venue in an amount equal to or greater than \$0.50 per ticket for each ticket with a face value of \$5.00 or more, excluding the surcharge.

2. Surcharges received by County from the ORoyals shall first be used to pay bonded indebtedness, as well as interest and associated expenses and charges, payable by the County subsequent to the date of this amendment for the purpose of paying those items listed in paragraph 3 below. The bonds issued for this purpose may, at the County's discretion, be aggregated in a bond issue with other Stadium related expenses. In such event, a separate accounting shall be kept of all

Second Amendment to Stadium Lease & Use Agreement

payments, interest and expenses attributable to the financing of the items listed in paragraph 3 below. At such time as said bonded indebtedness is paid in full, County shall retain such Surcharges received from ORoyals in a segregated fund to be paid as described in paragraph 4 below.

3. Notwithstanding anything to the contrary set forth in the Agreement, the County acknowledges and agrees that the current cost estimates associated with the construction and development of the Stadium and the Stadium Site as established by the County and the County's contractor and approved by the County Board of Commissioners is \$ 24,142,459.00 (the "Maximum Price").

a) In addition to the various items included in the Maximum Price, the County acknowledges and that the following items are integrated into the construction and development of the Stadium and the Stadium Site (collectively, the "Additional Amenities"):

1. Kitchen design/improvements at concession stands;
2. Scoreboard and Way-Finding Signage;
3. Paving and improvement of outlying parking lots;
4. Landscaping.

Said items are more fully described on exhibits A & B attached hereto. With the exception of the Scoreboard and Way-Finding Signage listed in (2) above, County agrees to make such arrangements as are necessary with it's Contractor to add such items to the Stadium project and to ensure that said items are integrated into the construction of the Stadium. The ORoyals agree to act as the County's agent in the selection and negotiation of the purchase of the Scoreboard and Way-Finding Signage as listed on (2) above. However, said Scoreboard and Way-Finding Signage shall be purchased and installed by the County, This provision shall not alter the Parties responsibilities under Section 12.2 and 13 of the Stadium Lease & Use Agreement.

4. After any and all bonded indebtedness incurred by the County as described in this amendment has been paid with the proceeds of the Surcharges described herein, the County shall keep any such Surcharges received in a segregated fund. Said fund shall only be used upon the written agreement of both the County and the ORoyals for the purpose of additional capital improvements to the Stadium and Stadium site, with the goal of improving the functionality, safety, visual appeal, and fan experience of those attending events at the Stadium. Notwithstanding anything to the contrary set forth herein, these funds shall not be used for purposes that addressed by the use of the Capital Maintenance Fund established pursuant to paragraphs 15 et al. of the Agreement and in no event shall the use of these funds otherwise limit any of the County's obligations under the Agreement.

Second Amendment to Stadium Lease & Use Agreement

5. For purposes of clarification, the provisions of this Second Amendment shall not be considered as the establishment of the Budget or as approval of the Final Plans as described in paragraph 5.6 and other portions of the Agreement. Notwithstanding the foregoing sentence, the amounts and items described in Section 3 shall ultimately be considered as mandatory additions to the Final Plans and an increase to the Budget as described in paragraph 5.6 of the Agreement.

6. Paragraph 7.3 of the Stadium Lease & Use Agreement shall be modified to read as follows:

Fundraising- County and the ORoyals agree to jointly pursue contributions from other sources, public and private, in order to pay for and to add features to the Stadium and Stadium Site as may be agreed upon by the Parties. The proceeds of said contributions shall first be used to pay for items specifically requested by the contributing party, including but not limited to such things as artwork, plaques, bricks or landscaping items. Contributions received that exceed the cost of the item specifically requested by the contributing party shall be applied as a ticket or admission Surcharge as described in said Amendment to the Stadium Lease & Use Agreement. If the item requested by a donating party is an item already included in the Budget as finally adopted pursuant to the Stadium Lease & Use Agreement, or listed in paragraph 4 of this May __ 2010 Second Amendment to said Stadium Lease & Use Agreement, the cost of the requested item shall be applied as if a ticket or admission Surcharge as described in said Second Amendment to the Stadium Lease & Use Agreement. The fundraising described in this paragraph shall not materially interfere with the ORoyals rights under Section 9.2, except as provided in paragraph 7 of the Second Amendment to the Stadium Lease & Use Agreement.

7. A new subsection (e) of Section 9 of the Agreement shall be amended to the Agreement which shall read as follows:

“(e) Notwithstanding anything to the contrary set forth herein, (a) any revenue received by the ORoyals from a naming rights partner specifically with the respect to the area designated as the Plaza, as more fully described in Exhibit H hereto, as determined by the ORoyals in its sole discretion (the “Plaza Amount”), in the exercise of its right to sell the naming rights to the Stadium pursuant to Section 9.2(a), or the County, in the exercise of its right to sell the naming rights to the Stadium under certain circumstances pursuant to Section 9.2(b), shall be paid to the County and used solely for purposes as set forth in the Second Amendment, and (b) the Plaza Amount shall be excluded from the calculation of the Average Yearly Naming Amount. Nothing in this Section 9.2(e) shall materially interfere with the ORoyals’ rights under Section 9.5.”

Second Amendment to Stadium Lease & Use Agreement

Exhibit C attached to this Second Amendment shall be Exhibit H to the Agreement, as referred to above.

8. The first sentence of Section 4.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Notwithstanding the foregoing, the ORoyals agree to make the Stadium available to Sarpy County for County use for not less than seven (7) events per year for any event authorized, promoted and/or staged by Sarpy County (including rental by Sarpy County to third parties) held at the Stadium that is not a Club Home Game or an ORoyals Event ("County Events")."

9. County Acknowledgement. In accordance with Section 6.1 of the Agreement, the County acknowledges and agrees that it shall be solely responsible for the costs associated with the design, develop and construction of the Stadium, including the cost and expense of the land for the Stadium Site, the Stadium Improvements, the Stadium Site preparation costs, and all other construction costs for the Stadium (collectively, the "Stadium Costs"). The County further acknowledges and agrees that except for those obligations expressly set forth in the Agreement, as modified by this Second Amendment, the ORoyals shall have no obligation or liability in connection with the Stadium Costs and the County shall not be entitled to request that the ORoyals make take any further action or incur any further obligation or liability in connection with the Stadium Costs.

10. No Other Amendment. All references to this Amendment and in the Agreement and the First Amendment to the "Agreement" shall be deemed to be references to the Agreement, as amended by the First Amendment and this Amendment. Except as set forth herein, the Agreement (as modified by the First Amendment) is unmodified and remains in full force and effect.

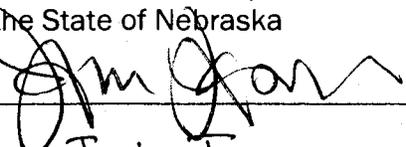
11. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Second Amendment to Stadium Lease & Use Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

COUNTY:

COUNTY OF SARPY, a political subdivision of the State of Nebraska

By: 

Name: Joni Jones

Its: Chairman

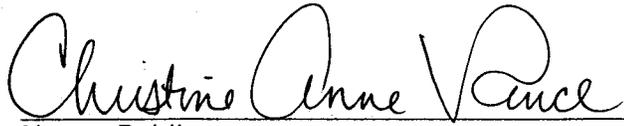
STATE OF NEBRASKA

COUNTY OF SARPY

)
) ss.
)

Subscribed and sworn to before me this 4th day of May, 2010.




Notary Public

Second Amendment to Stadium Lease & Use Agreement

ROYALS:

OMAHA ROYALS LIMITED PARTNERSHIP, a Nebraska Limited Partnership

By: William H. Shen Jr

Name: William H. Shen Jr

Its: President / Manager

STATE OF Pennsylvania

COUNTY OF Delaware

)
) ss.
)

Subscribed and sworn to before me this 8th day of June, 2010.

Kimberley C. McGorder
Notary Public Kimberley C. McGorder

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kimberley C. McGorder, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 18, 2013
Member, Pennsylvania Association of Notaries

EXHIBIT "A"
SECOND AMENDMENT TO STADIUM LEASE AND USE AGREEMENT

For the purposes of this Second Amendment to the Stadium Lease and Use Agreement, the items listed in Paragraphs 3(a)(1), 3(a)(3) and 3(a)(4), the improvements are as described in the attached Prime Contract Change Order, #001, dated April 20, 2010 between the County of Sarpy and the Weitz Company, LLC.

Prime Contract Change Order

Date: 4/20/10
 Page 1 of 1
 Project # W132900

The Wertz Company
SARPY COUNTY BASEBALL STADIUM
 10801 S. 126th Street
 Papillion, NE. 68046
 Tel: Fax:

To:
 The Wertz Company
 WEITZ PLAZA
 10707 PACIFIC STREET, SUITE 201
 OMAHA, NE 68114

Architect's Project No:
 Contract Date: 10/20/2009
 Prime Contract Change Order #: 001

The Contract is changed as follows:

Reincorporate Scope Removed at GMP

CCD	Description	Amount
002	Include Scope Removed at GMP	\$ 1,268,021

The following scopes of work were removed at time of setting the GMP. They are herein reincorporated into the project as per Construction documents dated 3/26/10 as provided by DLR Group.

- 1) Landscaping - Incorporate \$175,000 of the landscape value removed at time of GMP.
- 2) Asphalt Paving - Incorporate \$500,000 of the asphalt paving value removed at time of GMP.
- 3) Food Service - Incorporate changes to Food Service areas 4, 5a, 5b, 5d, 5e from SD budget to CD pricing. This work includes Site Utilities, Plumbing, Electrical, HVAC, Ceiling & Wall changes made after Ovals was on board designing food service areas.
- 4) Alternates: Per the GMP document Attachment B to Exhibit A, Items 2 & 3 are included as follows: 2) Construct 6" concrete paving in lieu of 7" intermediate Duty Asphalt Paving in Select Drive lanes, 3) Construct 7" Concrete paving in lieu of 8" Heavy Duty Asphalt Paving in select Drive lanes as per Olsson document C4.1, dated 3/26/10.

This modifications does not include budget for Way-Finding Signage, Additional Gas Service, or other scope not specifically identified above.

The total add for this work is \$1,268,021.00

The original Guaranteed Maximum Price was.....	\$	24,142,459
Sum of changes by prior Prime Contract Change Orders.....	\$	0
The Guaranteed Maximum Price prior to this Change Order was.....	\$	24,142,459
The Guaranteed Maximum Price will be increased by this Change Order in the amount of.....	\$	1,268,021
The new Guaranteed Maximum Price including this Change Order is.....	\$	25,410,480
The Contract Time as a result of this work will be increased by.....		243 Days
The revised Substantial Completion Date as of this Change Order is.....		3/30/11

NOTE: This summary may not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been previously authorized by Construction Change Directive.

ARCHITECT	CONTRACTOR	OWNER
DLR Group, Inc. 400 Essex Court Omaha, NE 68114	The Wertz Company WEITZ PLAZA 10707 PACIFIC STREET, SUITE 201 OMAHA, NE 68114	SARPY COUNTY 1210 GOLDEN GATE DR. PAPILLION, NE 68046-2893
By: Stan Meradith	By: <i>Alan Keenan</i>	By:
SIGNATURE	SIGNATURE <i>AK</i>	SIGNATURE
DATE	DATE <i>5/3/10</i>	DATE

Construction Change Directive

TWC, Detailed, Grouped by Number

Page 1 of 2

Directive Number: 002

Date Created: 4/20/2010

SARPY COUNTY BASEBALL STADIUM

Project # W132900

10801 S. 126th Street

Papillion, NE 68046

Tel: Fax:

The Weitz Company is hereby directed to make the following change(s) in this contract:

Include Scope Removed at GMP

Description:

The following scopes of work were removed at time of setting the GMP. They are herein reincorporated into the project as per Construction documents dated 3/26/10 as provided by DLR Group.

- 1) Landscaping - Incorporate \$175,000 of the landscape value removed at time of GMP.
- 2) Asphalt Paving - Incorporate \$500,000 of the asphalt paving value removed at time of GMP.
- 3) Food Service - Incorporate changes to Food Service areas 4, 5a, 5b, 5d, 5e from SD budget to CD pricing. This work includes Site Utilities, Plumbing, Electrical, HVAC, Ceiling & Wall changes made after Ovarions was on board designing food service areas.
- 4) Alternates: Per the GMP document Attachment B to Exhibit A, Items 2 & 3 are included as follows: 2) Construct 6" concrete paving in lieu of 7" Intermediate Duty Asphalt Paving in Select Drive lanes, 3) Construct 7" Concrete paving in lieu of 8" Heavy Duty Asphalt Paving in select Drive lanes as per Olsson document C4.1, dated 3/26/10.

This modifications does not include budget for Way-Finding Signage, Additional Gas Service, or other scope not specifically identified above.

The total add for this work is \$1,268,021.00

Itemized Details:

Budget Code	Description	QTY	UOM	Unit Price	Est Amt
00.019970 2450	Landscaping full scope included back into the Project	1.00		\$175,000.00	\$175,000.00

Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum increase of \$1,268,021

Unit Price of per

As provided in Subparagraph 7.3.6 of AIA Document A201, 1997 Edition.

Time and Material not to exceed

as follows:

If no box is checked, the manner and amount of the adjustment to the contract sum and/ or GMP shall be determined at a later date. Contractor reserves its rights under the contract documents.

2. The Contract Time as a result of this work will be unchanged.

3. Approval Required by _____ in order to minimize the delay to the project.

Upon execution by the Owner and Architect, if required, this directive shall be effective immediately.

ARCHITECT

Address: _____

By: _____

Date: _____

OWNER

Address: _____

By: _____

Date: _____

Printed on: 5/3/2010

Construction Change Directive
TWC, Detailed, Grouped by Number

CCD #: 002

Date Created: 4/20/2010

Include Scope Removed at GMP

Page 2 of 2

00.019970__2450	Asphalt Paving full scope included back into the project	1.00		\$500,000.00	\$500,000.00
00.019970__2450	Food Service Upgrades scope included back into the project	1.00		\$450,000.00	\$450,000.00
0.019105__2450	Job Services from scope above included back into the project	1.00		\$27,788.00	\$27,788.00
00.019970__2450	Contingency from scope above included back into the project	1.00		\$45,000.00	\$45,000.00
0.0103__2450	Preconstruction from scope above included back into the project	1.00		\$3,593.00	\$3,593.00
0.21020__7205	Contractor Fee from scope above included back into the project	1.00		\$32,340.00	\$32,340.00
00.019970__2450	6" concrete drives in lieu of 7" intermediate duty asphalt drive lanes	1.00		\$14,000.00	\$14,000.00
00.019970__2450	7" concrete drives in lieu of 8" Heavy Duty Asphalt Paving in select drive lanes	1.00		\$20,300.00	\$20,300.00
				Total:	\$ 1,268,021

Sarpy County Ballpark - Omaha, NE
Incorporate Scope Removed from GMP
April 13, 2010

	Direct Cost	Job Services & Contingency	Fee & Precon	Total
Food Service - Incorporate changes to Food Service spaces (Buildings 4, 5a, 5b, 5d, 5e) scope of work as represented in Design Development documents. This is a change from what was represented at Schematic Document budget. Includes Site Utilities, Plumbing, HVAC, Electrical, Ceilings, and CMU wall changes.	\$ 450,000	\$ 29,115	\$ 14,373	\$ 493,488
Landscaping - Incorporate landscaping amount of \$175,000 removed at GMP time back into the project to perform scope shown in revised Landscape plans dated 2/12/10.	\$ 175,000	\$ 11,323	\$ 5,590	\$ 191,912
Asphalt Parking Lot - \$500,000 was removed at GMP time with the thought that certain parking lots would be changed to rock parking. To change the lots back to asphalt, this scope is to be added back in.	\$ 500,000	\$ 32,350	\$ 15,971	\$ 548,321
Total				\$ 1,233,721

Attachment B to Exhibit A

Sarpy County Ballpark - Omaha, Nebraska
March 30, 2010

The Following Alternate Scopes/Budget are offered for this GMP:

			Expiration
1)	5" Concrete Paving in lieu of 6" Standard Duty Asphalt Paving in Parking Areas.	Add \$311,200	5/1/10
2)	6" Concrete Paving in lieu of 7" Intermediate Duty Asphalt Paving in Select Drive Lanes	Add \$14,000	5/1/10
3)	7" Concrete Paving in lieu of 8" Heavy Duty Asphalt Paving in Select Drive Lanes	Add \$20,300	5/1/10
4)	Brick Pavers at 2EA Pedestrian Crossing Locations in lieu of Asphalt Paving and Striping.	Add \$16,000	5/1/10
5)	Trellage Green Screen metal panel at Stair Tower in lieu of Trellage woven wire panel.	Add \$11,200	5/1/10
6)	Incorporate changes to Food Service spaces (Buildings 4, 5a, 5b, 5d, 5e) scope of work as represented in Design Development documents. This is a change from what was represented at Schematic Document budget and may not represent what is shown in Construction Documents as these documents are unavailable as of 3/30/10.	Add \$495,446	5/1/10

EXHIBIT "B"
SECOND AMENDMENT TO STADIUM LEASE AND USE AGREEMENT

For the purposes of this Second Amendment to the Stadium Lease and Use Agreement, the items listed in Paragraphs 3(a)(2) of said Amendment shall be such Scoreboard and Way-Finding Signs as, in the discretion of the ORoyals, are suitable for the Stadium. In no event shall the obligation of the County for the Scoreboard and Way-Finding Signs exceed the cumulative total of \$550,000.00.

EXHIBIT "C"
SECOND AMENDMENT TO STADIUM LEASE AND USE AGREEMENT

The attached map is the Stadium Site for the Purposes of the Second Amendment to the Stadium Lease and Use Agreement, and the area enclosed by the red dotted line is the "Plaza" for the purposes of said Agreement, as amended.

This Exhibit C to the Second Amendment to the Stadium Lease and Use Agreement is also referred to and is Exhibit H to the Stadium Lease and Use Agreement.

