

**AMENDED AND RESTATED
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT**

By and Between

**WILLIAMSON COUNTY, TEXAS,
as Owner,**

and

**TAYLOR RODEO ASSOCIATION, INC.,
as TRA**

THIS AMENDED AND RESTATED WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT (the "Agreement") is made and entered into as of the execution date set forth on the signature page herein below (the "Execution Date") by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA"). TRA and Owner collectively are sometimes referred to herein as the "Parties," and each of TRA and Owner individually is sometimes referred to as a "Party."

RECITALS

WHEREAS, Owner owns the Williamson County Expo Center (the "Expo Center") and property situated in, around and adjacent thereto;

WHEREAS, TRA has, for more than 60 years, been involved in the management, development and promotion of the Taylor Rodeo and other events at a prior location and, thereafter, at the existing Expo Center facility located in Taylor, Texas;

WHEREAS, TRA and Owner entered into a Joint Development – Management Agreement on April 6, 2004 wherein TRA agreed to manage the existing Expo Center facility for both TRA's use and general public use;

WHEREAS, Owner renovated and enhanced the existing Expo Center facility by developing and constructing new components which included a main arena, existing arena improvements, covered exposition space, air conditioned exposition and exhibition space, administrative, clerical and reception office spaces, site work, storage for inventory, supplies and records, warming kitchen, lunch/break room and multi-purpose classroom/conference rooms; restrooms; and concession stands/locations for consumable concessions;

WHEREAS, along with developing and constructing the new components described above, Owner and TRA determined that it would be in the best interest of Williamson County for Owner to provide for the management and development of the Expo Center and to terminate the Joint Development – Management Agreement executed by the Parties thereby alleviating TRA of any management and developments obligations and duties set forth under said agreement;

WHEREAS, in consideration of TRA's prior management and development of the existing Expo Center and in consideration of the assets transferred by TRA to Owner under this Agreement, Owner and TRA executed the original Williamson County Exposition Center Operation and Use Agreement dated effective on July 22, 2015 ("Original Agreement") wherein Owner agreed that TRA would receive scheduling preferences in relation to specific events held by TRA and be provided with the ability to use the existing and future Expo Center facility for the purposes and uses permitted thereunder, on, subject to and in accordance with the terms thereof;

WHEREAS, the Parties now desire to amend the Original Agreement in order to, among other modifications, extend the License Term, provide for future TRA Event Dates, provide concessionaire rights to TRA and restate the terms and conditions of the Agreement; and

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree to amend and restate the Agreement as follows:

ARTICLE 1 REPRESENTATIVES OF THE PARTIES

1.1 Owner Representative. The Owner's representative ("Owner Representative") for purposes of this Agreement will be as follows:

Williamson County Park's Director
219 Perry Mayfield
Leander, TX 78641
Phone (512) 943-1920

Owner shall have the right, from time to time, to change the Owner Representative by giving TRA written notice thereof. With respect to any action, decision or determination which is to be taken or made by Owner under this Agreement, the Owner Representative may take such action or make such decision or determination or shall notify TRA in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Owner Representative on behalf of Owner shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the Owner Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Owner Representative shall be binding on Owner; *provided, however*, the Owner Representative shall not have any right to modify, amend or terminate this Agreement.

1.2 TRA Representative. The TRA's representative (the "TRA Representative") for purposes of this Agreement shall be as identified on the signature page below. TRA shall have the right, from time to time, to change the TRA Representative by giving Owner written notice thereof. With respect to any action, decision or determination to be taken or made by TRA under this Agreement, the TRA Representative may take such action or make such decision or determination or shall notify Owner in writing of an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the TRA Representative on behalf of TRA shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the TRA Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the TRA Representative shall be binding on TRA; *provided, however*, the TRA Representative shall not have any right to modify, amend, or terminate this Agreement.

ARTICLE 2 GRANT OF LICENSE

2.1 Grant.

2.1.1 Grant of License for Event #1 and Event #2. In consideration of and subject to the exceptions, covenants, agreements, and conditions set forth herein, Owner does hereby grant a license unto TRA, and TRA does hereby accept said license from Owner, the following described property (collectively the "Licensed Premises") on the Booked Event #1 Event Days and Booked Event #2 Event Days, each in accordance with this Agreement:

- (a) The Expo Center main arena and practice arena*;
- (b) Expo Center covered exposition space, air conditioned exposition and exhibition space, and multi-purpose classroom/conference rooms; and restrooms*;
- (c) The Expo Center's parking lots, driveways, walkways and other access ways, curbs, temporary and permanent fences and other barriers, directional and informational signage, ticket booths, parking lot lighting and light fixtures, and all other appurtenant fixtures, structures and improvements relating to such items previously described (collectively, the "Expo Center Grounds") *;
- (d) The Owner's Stock Pens and Chutes; and
- (e) Seven (7) RV sites for TRA Booked Event #1 & eight (8) RV sites for TRA Booked Event #2 .

****As a part of Owner's construction of enhancements and improvements to the existing Expo Center in the future, Owner may, at its sole discretion, remove any of the items listed above that exist as of the Execution Date. To the extent existing items are removed, TRA will not be able to use such items under this Agreement or make a claim for the inability to use such items.**

***Owner will, to the extent practical and reasonable, coordinate and schedule any future construction operations in relation to the construction of enhancements and improvements to the existing Expo Center in an attempt to not interfere with Booked TRA Events. Provided, however, TRA acknowledges and agrees that TRA may be required to cancel a Booked TRA Event if Owner is unable to coordinate and schedule its construction operations of enhancements and improvements to the existing Expo Center in a manner that will not interfere with Booked TRA Events. Owner will attempt to provide adequate and reasonable notice to TRA in the event that an interference cannot be practically and reasonably avoided.**

2.1.2 Grant of License for Event #3. In consideration of and subject to the exceptions, covenants, agreements, and conditions set forth herein, Owner does hereby grant a license unto TRA, and TRA does hereby accept said license from Owner, the following described portion of the Licensed Premises on each Booked Event #3 Event Day, in accordance with this Agreement:

- (a) Expo Center, air conditioned exposition and exhibition space and warming kitchen for catering services in relation to TRA's Booked Event #3 Event Day*; and
- (b) The Expo Center's parking lots, driveways, walkways and other access ways*.

***As a part of Owner's construction of enhancements and improvements to the existing Expo Center in the future, Owner may, at its sole discretion, remove any of the items listed above that exist as of the Execution Date. To the extent existing items are removed, TRA will not be able to use such items under this Agreement or make a claim for the inability to use such items.**

***Owner will, to the extent practical and reasonable, coordinate and schedule any future construction operations in relation to the construction of enhancements and improvements to the existing Expo Center in an attempt to not interfere with a Booked Event #3 Event Day. Provided, however, TRA acknowledges and agrees that TRA may be required to cancel a Booked Event #3 Event Day if Owner is unable to coordinate and schedule its construction operations of enhancements and improvements to the existing Expo Center in a manner that will not interfere with a Booked Event #3 Event Day. Owner will attempt to provide adequate and reasonable notice to TRA in the event that an interference cannot be practically and reasonably avoided.**

2.1.3 Future Licensed Premises. TRA hereby acknowledges and agrees the Licensed Premises shall be limited to the items specifically set out under Sections 2.1.1 and 2.1.2 above and that any additional improvements and/or facilities constructed and situated at the Expo Center in the future will not constitute or be included as Licensed Premises and that additional fees will be assessed for TRA's use of any such future improvements and/or facilities.

2.2 TRA's Right to Use.

2.2.1 Event #1 and Event #2 Events. During the TRA's Booked Event #1 and Booked Event #2, TRA will have the right to use, occupy, possess, enjoy and control the Licensed Premises described in Section 2.1.1 above for any Permitted Use for the purpose of holding the TRA Booked Events on each entire Event #1 Event Day and Event #2 Event Day, subject only to the provisions of this Agreement. On any Booked Event #1 Event Day and Booked Event #2 Event Day, subject to the restrictions set forth in this Agreement, (i) TRA may stage activities attendant to such events anywhere on the Licensed Premises described in Section 2.1.1 above (including the Parking Facilities) as part of such event, whether or not under the same admission ticket, (ii) TRA's guests and invitees shall be permitted to cook and otherwise prepare and consume food and beverages in the Parking Facilities for their own personal consumption provided they comply with all food handling regulations or laws that may apply to such food preparation; and (iii) TRA may set up tents, booths and temporary facilities on the Expo Center Grounds; **provided, however, no stakes or other objects may be driven into the surface of the Expo Center Grounds, Licensed Premises or any improvements thereon.**

2.2.2 Event #3 Events. During each of TRA's Booked Event #3 Events, TRA will have the right to use, occupy, possess, enjoy and control the portion of Licensed Premises described in Section 2.1.2 above for the purpose of holding its Event #3 on each Booked Event #3 Event Day, subject only to the provisions of this Agreement.

2.3 Booked TRA Events and Scheduling

2.3.1 Booked TRA Events.

(a) Booked Event #1. The following dates shall be the Booked Event #1 Dates:

Year of 2025:	July 16, 2025 to July 20, 2025
Year of 2026:	July 15, 2026 to July 19, 2026
Year of 2027:	July 14, 2027 to July 18, 2027
Year of 2028:	July 19, 2028 to July 23, 2028; and
Year of 2029:	July 18, 2029 to July 22, 2029

(b) Booked Event #2. The following dates shall be the Booked Event #2 Dates:

Year of 2025:	June 11, 2025 to June 14, 2025
Year of 2026:	June 10, 2026 to June 13, 2026
Year of 2027:	June 9, 2027 to June 12, 2027
Year of 2028:	June 7, 2028 to June 10, 2028
Year of 2029:	June 6, 2029 to June 9, 2029

(c) Booked Event #3. The following dates shall be the Booked Event #2 Dates:

Year of 2025:	March 21, 2025 to March 22, 2025
Year of 2026:	March 20, 2026 to March 21, 2026
Year of 2027:	March 19, 2027 to March 20, 2027
Year of 2028:	March 17, 2028 to March 18, 2028
Year of 2029:	March 16, 2028 to March 17, 2028

For purposes of this Agreement, the above referenced Booked Event #1, Booked Event #2 and Booked Event #3 are sometimes referred to herein collectively as “Booked TRA Events” and individually as the “Booked Event #1”, “Booked Event #2”, and “Booked Event #3”.

2.3.2 Canceled TRA Events. If any Booked TRA Event, or portion thereof comprising an Event #1 Event, Event #2 Event or Event #3 Event, is postponed or canceled (each being a "Canceled Event"), TRA may submit a request to Owner to re-book such Canceled Event on another date within the same year in which no conflicting Owner event or third party event is then booked. Owner may allow TRA to re-book the Cancelled Event if no conflicting Owner event or third party event is then booked. In the event that Owner consents to TRA’s request to re-book a Cancelled Event, the re-booked Cancelled Event shall be deemed to be a Booked TRA Event for purposes of this Agreement. Nothing contained in this Agreement shall give TRA the right to (i) book any TRA Event on a date on which a conflicting Owner event or third party event has been previously booked or (ii) conduct or hold a TRA Event that has not been Booked.

2.3.3 Cooperation with Owner. In connection with TRA's administration of Booked TRA Events, TRA agrees that it will reasonably cooperate with Owner so as to maximize the availability of the Licensed Premises for booking Owner and third party events in areas of the Licensed Premises not needed by TRA during Booked TRA Events. Further, on Booked TRA

Event Days occurring at the beginning and end of the Event #1 Dates, the Event #2 Dates or Event #3 Dates, TRA shall allow reasonable move-in access and move-out egress of Owner and/or third party events held at the Expo Center, *provided* the same does not substantially interfere with any such Booked TRA Event occurring at such time nor substantially reduce or substantially interfere with parking, ingress/egress, operations or other activities permitted under this Agreement on TRA Event Days.

2.3.4 Reservation of Right to Modify Booking Procedures. TRA hereby agrees that Owner may need to modify and revise the booking procedures set forth under this Agreement in the future in relation to any of Owner's construction of enhancements to the Expo Center. Owner will consider the needs and desires of TRA and attempt to ensure that any such modifications and revisions to the booking procedures are reasonable to Owner, TRA and third party users of the Expo Center. Owner must provide notice of any modifications and revisions to the booking procedures to TRA one hundred eighty (180) days prior to the date that such modifications and revisions will take effect.

2.4 TRA's Parking.

2.4.1 Event Day Parking for Event #1 and Event #2 Events. On each and every Booked Event #1 Event Day and Booked Event #2 Event Day, Owner shall provide to TRA, at no cost or charge, parking spaces on the Expo Center Grounds for the use of TRA and its patrons, attendees, invitees and guests, including any officials, TRA's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other persons as TRA may desire, in connection with the particular Booked Event #1 Event and/or Booked Event #2 Event.

2.4.2 Event Day Parking for Event #3 Event Day. On each Booked Event #3 Event Day, Owner shall provide to TRA, at no cost or charge, parking spaces on the Expo Center Grounds for the use of TRA and its patrons, attendees, invitees and guests, including any officials, TRA's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other persons as TRA may desire, in connection with such Booked Event #3 (the "Event #3 Event Parking Spaces"). The Event #3 Event Parking Spaces shall be for the use of TRA and the patrons, attendees, invitees and guests of TRA, at no cost or charge of any kind to TRA or the users of such parking spaces. To the extent that Owner has additional parking spaces during an Event #3 Event Day that are not being used by Owner or other authorized users of the Expo Center, Owner may provide TRA with an amount of additional parking spaces that Owners deems available for TRA's use.

2.4.3 Charges for TRA Event Day Parking. Subject to the terms of this Agreement, TRA will have the right on Booked TRA Event Days to impose, collect and receive a parking charge or fee for vehicles entering the Expo Center Grounds for purposes of attending Booked TRA Events held at the Licensed Premises. Owner and Owner's employees, officials and representatives shall have the right to ingress and egress the Licensed Premises free of charge during Booked TRA Events.

2.4.4 Owner's Parking Spaces. During Booked TRA Events and at all other times, Owner shall have the exclusive right to use the parking spaces that are designated by Owner for Owner's

sole use. TRA must take all reasonable actions to prohibit unauthorized vehicles from parking in Owner's designated parking spaces during Booked TRA Events and, in the event of unauthorized parking in Owner's designated parking spaces during a Booked TRA Event, TRA shall be responsible for causing the vehicle to be removed, in accordance with the law, as expeditiously as possible.

2.5 Expo Center Grounds Informational Signs.

2.5.1 Expo Center Grounds Temporary Informational Signs. During Booked TRA Events, TRA, at TRA's sole cost and expense and subject to Owner's reasonable consent (which consent shall be permitted to take into consideration Owner's desire to maintain a certain degree of aesthetic conformity with respect to the Expo Center), shall have the right to install temporary directional or informational signage or banners on the Expo Center Grounds as TRA deems reasonably necessary to adequately identify TRA's activities. Notwithstanding any provision herein to the contrary, TRA may not install any signage or banners of any type that conflict with any of Owner's facility sponsors.

ARTICLE 3 LICENSE TERM AND TERMINATION

3.1 License Term. The term of this Agreement originally commenced on the Effective Date of July 22, 2015 and was to continue until the date that was ten (10) years after such Effective Date. By execution of this Agreement, as amended and restated, the Parties agree this Agreement commenced on said Effective Date and that it shall continue until July 22, 2029, unless sooner terminated in accordance with the provisions of this Agreement (the "License Term"). If a Booked TRA Event is in progress on the expiration of the License Term, then the License Term shall be automatically extended so as to end at 11:59 p.m. on the first day following the last day of such TRA Event Date, as applicable, for the Booked TRA Event then in progress.

3.2 Extension of License Term. Following the initial License Term set out in Section 3.1 above, this Agreement may, upon the written agreement of each Party, be extended for an additional separate term of five (5) years, subject to the rights of termination as contained herein. In the event the Parties agree to extend this Agreement, the Parties hereby agree and acknowledge that dates for TRA Events, fees and other the terms and conditions of this Agreement shall be negotiated, amended and set forth in a written agreement to extend the License Term. Any extension of this Agreement shall be considered a part of the License Term and all terms and conditions of this Agreement, as amended, shall continue in full force during any such extension.

3.3 Owner's Termination of Agreement. In addition to other termination rights set forth herein, Owner may terminate this Agreement for convenience and without cause upon a one hundred eighty (180) day's written notice to TRA.

3.4 TRA's Termination of Agreement. In addition to other termination rights set forth herein, TRA may terminate this Agreement for convenience and without cause upon one hundred eighty (180) day's written notice to Owner.

ARTICLE 4 CONSIDERATION

4.1 Consideration. In connection with the license and rights granted to TRA in this Agreement, Owner recognizes that TRA has contributed capital costs to the development and improvement of the Expo Center and TRA has also provided for the management of events at the Expo Center prior to the Effective Date of this Agreement. TRA's prior contributions and TRA's transfer of all rights, title and interest, of any kind, in TRA's existing assets described in Exhibit "A" ("TRA's Assets") to Owner shall serve as sufficient consideration to support the terms of this Agreement. TRA agrees to execute and provide any additional documentation, if necessary, to transfer to Owner all of its title, rights and interests in and to the TRA Assets.

ARTICLE 5 USE AND OCCUPANCY; PERMITTED USES

5.1 Permitted Uses. During the License Term, TRA shall have the right to use and occupy the Licensed Premises during the periods and to the extent provided in Article 2 and as limited or provided elsewhere in this Agreement for the following purposes (collectively, the "Permitted Uses"):

- (a) The exhibition, production and presentation of Booked TRA Events and activities related thereto, including the exhibition of advertising and marketing of Booked TRA Events, ticket sales, and any and all other activities which, from time to time, are customarily conducted by or are related to the business and operations of any Booked TRA Events and that are not excepted or identified as Prohibited Uses herein;
- (b) Sale of consumable concessions and non-consumable concessions, souvenirs and other non-edible, non-consumable items, edible, and consumable items customarily sold and marketed at events and operations similar to that of any Booked TRA Events;
- (c) Parking in the Expo Center parking facilities;
- (d) Entertainment;
- (e) Staging, production and storage operations by TRA and any of its contractors, vendors, and licensees;
- (f) Use and operation of Owner's sound/public announcement system and any lighting system, if any;
- (g) Use of the warming kitchen during a Booked Event #3 Event for warming catered food plates that are provided by a caterer selected by TRA from Owner's approved and authorized list of caterers; and
- (h) Other uses which are reasonably related or incidental to any of the foregoing and which are consented to, in writing, by Owner.

*"consumable concession(s)" for purposes of this agreement shall mean and include any type of food, food products, candy, and beverages of any type.

**"catered food plates", "catered food" or "catered items" shall mean and include a plate of food with a beverage provided by a caterer selected by TRA from Owner's approved

and authorized list of caterers.

5.2 Prohibited Uses.

5.2.1 General. TRA shall not use, or permit the use of, the Licensed Premises for any other or additional purpose that is not a Permitted Use without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld. Notwithstanding the Permitted Uses hereunder, TRA agrees that it shall not use, or permit the use of, the Licensed Premises for the following purposes (collectively, the "Prohibited Uses"):

- (a) Create, cause, maintain or permit any public or private nuisance in, on or about the Licensed Premises;
- (b) Any purpose which is violative of any Governmental Rule or any permitted encumbrance;
- (c) **TRA and any of its patrons, attendees, guests, invitees, vendors, contractors or anyone associated with TRA shall not drive stakes, stabilizing poles, bars or rods, of any type or kind, into the surface of any of the Expo Center Grounds, Licensed Premises or any improvements thereon (TRA shall be liable for any damage caused by same and must pay, upon demand, Owner for necessary repairs to the damaged surfaces).**
- (d) **The dirt installed in the main arena and practice will be of a specific blend and type. TRA may not bring dirt into or take any dirt out of the main arena or practice arena without Owner's prior express written approval.**

5.2.2 Expo Center Grounds. Without first obtaining the consent of Owner, which consent shall not be unreasonably withheld, TRA agrees that its use of certain portions of the Expo Center Grounds shall be limited as provided in this section.

- (a) Areas that are designated for Owner's sole use, including, but not limited to Owner's office spaces, storage areas, etc.;
- (b) Areas designated or posted by Owner as being restricted access areas; and
- (c) Any areas specified herein as being areas of which TRA has not been given access to during a particular TRA Event.

5.3 Rights to TRA Revenues. Except as otherwise set out in this Agreement, TRA shall be entitled to, and is hereby granted the right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature received by TRA from TRA's event ticket sales, sponsorships and parking fees, as well as any other fees and receipts specifically allowed hereunder.

ARTICLE 6 OPERATION, MAINTENANCE, AND REPAIR

6.1 Operating Covenant. During the License Term, Owner covenants to (i) operate and maintain the Licensed Premises, or cause the Licensed Premises to be operated and maintained in compliance with all applicable governmental rules, being in good condition and repair and meeting or exceeding the standards of comparable Owner owned facilities, (ii) perform, or cause

to be performed, all Maintenance and Capital Repair Work with respect to the Licensed Premises in accordance with this Agreement, (iii) perform, or cause to be performed, all casualty repair work in accordance with this Agreement, (iv) provide Utilities in accordance with this article and (v) subject to any right of reimbursement under this Agreement, bear, pay and be responsible for all costs and expenses necessary for Owner to fulfill the obligations of Owner under this Agreement.

6.2 Health and Sanitation Compliance. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with the following:

- (a) A thorough and detailed statement describing the steps taken to ensure that minimum standards of health and sanitation will be maintained during of the particular Booked TRA Event.
- (b) A thorough and detailed statement describing the steps taken to ensure the physical health and safety of the persons attending of the particular Booked TRA Event.
- (c) A thorough and detailed statement describing the preparations taken to provide adequate medical and nursing care for the persons attending of the particular Booked TRA Event.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.3 Public Safety Compliance. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with an Emergency Management Plan containing, but not limited to, the following:

- (a) A thorough and detailed statement describing the security and law enforcement staffing that will be provided in order to ensure a safe environment for the attendees of the particular Booked TRA Event.
- (b) A thorough and detailed statement describing how attendance will be limited to a maximum number that will not create hazardous or unsafe conditions for the individuals who will be attending the particular Booked TRA Event.
- (c) A thorough and detailed statement describing the preparations TRA will take to provide traffic control before, during and after the particular Booked TRA Event.
- (d) A thorough and detailed statement describing the steps TRA will take to ensure that the particular Booked TRA Event will be conducted in an orderly manner, including steps taken to address active shooter scenarios, hazardous conditions, fire and weather evacuations, cancellations or delays of such event.
- (e) A thorough and detailed statement describing the preparations TRA will take to supervise minors who may attend the particular Booked TRA Event and provide a lost or found child procedure during said event.

- (f) Provide the immediate contact information of the primary representative of TRA who will always be available to communicate and provide absolute decisions at all times during the particular Booked TRA Event.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.4 Site Plan. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with a site plan, which contains the following items:

- (a) Parking area available for attendees;
- (b) Name and contact information of RV site occupants
- (c) Location of temporary event specific interior roadways, entrances, exits and walks (other than permanent ones that currently exist on the Expo Center Grounds);
- (d) Coggins certificate check station(s)
- (e) Location of all first aid stations, life flight and ambulance locations, and emergency medical resources;
- (f) Location, type and provider of additional restroom facilities, if any;
- (g) Location and description of water stations, if any;
- (h) Location and number vendor and alcohol serving stands, and the types of items to be sold, if any;
- (i) Location, number, type and provider of solid waste containers, if any;
- (j) Location of TRA's headquarters during the event; and
- (k) Location of all parking areas that are designated for volunteers, guests/attendants, emergency services, etc.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.5 Staffing and Security. TRA, at its sole cost and expense, shall staff the Licensed Premises and Expo Center Grounds with reasonable levels of staff similar to the staffing of comparable facilities for Booked TRA Events (the "Event Staffing"). Event Staffing shall be at the level that is necessary to provide a safe environment for the attendees of the Booked TRA Events. TRA must, at its sole cost and expense, provide all necessary law enforcement and security personnel staffing at the level that is necessary to provide a safe environment for the attendees of the Booked TRA Events. TRA must separately contract for such law enforcement and security personnel staffing and Owner will not be responsible for providing such staffing at Booked TRA Events.

6.6 Coggins Staffing. In addition to all necessary law enforcement and security personnel staffing set out in Section 6.5, TRA must, at its sole cost and expense, provide at least two law enforcement or security personnel or one state licensed veterinarian and one law/security personnel in order to verify participants provide valid negative Coggins test verification for any event in which equine enter upon the Expo Center Grounds.

6.7 TRA's Negligence. Notwithstanding anything to the contrary contained in this Agreement, TRA agrees to reimburse Owner, within seven (7) day's notice, for all reasonable costs and expenses incurred by Owner for maintenance and repairs which directly result from TRA's (and/or its patron's, attendee's, guest's, invitee's, vendor's, agent's, contractor's or anyone associated with TRA) negligence or willful misconduct; *provided, however*, TRA shall not have any such obligation to reimburse Owner with respect to repairs or maintenance necessitated by ordinary wear and tear or any repairs necessitated by any casualty or condemnation.

6.8 Cleaning.

6.8.1 Owner's Cleaning Obligation. Notwithstanding anything herein to the contrary, Owner shall deliver the Licensed Premises to TRA in a clean condition, the level of such cleanliness to be mutually agreed upon by Owner and TRA, but in all events to be no less than the state of cleanliness in similar circumstances for comparable facilities, on the first day of the Booked Event #1 Dates, Booked Event #2 Dates and the Booked Event #3 Date, in each calendar year, at Owner's sole cost and expense.

6.8.2 TRA's Cleaning Obligation. TRA acknowledges and agrees that TRA shall be obligated to remove trash from the bleachers and bulk trash from all trash receptacles after each Booked TRA Event, to pay for trash bags for trash receptacles and be obligated to pay the contracted rate to the Owner's janitorial services contractor for janitorial services for each of the TRA Booked Events, which Owner will schedule on behalf of TRA. Furthermore, TRA shall be police and maintain the RV sites allocated to TRA hereunder and all Parking Lots for any trash during and after Booked Events.

6.8.3 Cleaning Notice and Duty to Cure. To the extent that a Party is not in compliance with its respective obligations, the other Party shall inform the non-complying Party and, in such case, the non-complying Party shall immediately cure such non-compliance items.

6.9 Maintenance and Repairs.

6.9.1 Owner's Obligation. Owner shall, throughout the License Term, do the following (collectively, the "Maintenance and Capital Repair Work"):

- (a) Keep and maintain the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a good working order and perform all Maintenance and all Capital Repairs, or cause the performance of all Maintenance and all Capital Repairs, necessary to accomplish the foregoing; and
- (b) Except as specifically set forth herein, maintain and keep, or cause to be

maintained and kept, the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a clean, neat and orderly condition given the nature and use of the Licensed Premises.

6.9.2 Readiness Event #1 and Event #2. Owner, at Owner's sole expense, shall provide the preparation and setup services necessary for each Booked Event #1 Event and each Booked Event #2 Event, which shall include, but not be limited to installation of chutes, panels, and pens for the events. TRA, at TRA's sole expense, shall provide the decoration, signage, video display, and any additional power source(s) not made available by Owner necessary for each Booked Event #1 and each Booked Event #2. Furthermore, Owner, at Owner's sole expense, shall provide the arena and dirt preparation services necessary for each Booked Event #1 and each Booked Event #2. To the extent the existing arena dirt's condition is not suitable for a particular Booked Event #1 or Booked Event #2, Owner shall, at its sole expense, prepare the arena dirt to a condition suitable for its event. However, the dirt in the main arena and practice will be of a specific type and blend and TRA may not install or take out any dirt from the main arena or practice without Owner's prior express written approval. Following each Booked Event #1 Event and each Booked Event #2 Event, Owner will take down the chutes, panels and pens as well as rework the arena dirt so that it is suitable for future third party and Owner event(s).

6.9.3 Readiness for Event #3. Owner shall make available chairs and tables (without charge for rental fees) in order to accommodate guests for each Booked Event #3 Event. Owner, at Owner's sole expense, shall provide the setup services necessary for each Booked Event #3. TRA, at TRA's sole expense, shall provide the preparation and decoration services necessary for each Booked Event #3 Event. TRA shall remove all trash and mitigate any spills or food waste in the Expo Center's Halls, Catering Kitchen, and Covered Expo following each Booked Event #3. To the extent that a Party is not in compliance with its respective obligations, the other Party shall inform the non-complying Party and, in such case, the non-complying Party shall immediately cure such non-compliance items.

6.9.4 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is meant to, or shall be deemed to, (i) impose any requirement on Owner to upgrade the Expo Center, construct improvements or make Capital Repairs except for such upgrades and Capital Repairs as are required pursuant to other sections of this Agreement, or (ii) impose any requirement or liability on Owner to maintain the arena(s) and/or the arena(s)' dirt during the Booked Event #1 or the Booked Event #2 after it has been installed by TRA.

6.10 Changes, Alterations and Improvements. TRA shall not make any changes, alterations or improvements to the Licensed Premises unless given written consent by the Owner.

6.11 Mechanics' Liens and Claims. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") shall be filed against the interest of Owner in the Licensed Premises, or against Owner or any property of Owner, by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Licensed Premises by or on behalf of TRA, TRA, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of

Owner by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Licensed Premises, Owner or any property of Owner. If TRA fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Owner shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Owner timely fulfilling its payment obligations under the this article of this Agreement, TRA shall reimburse Owner within fifteen (15) days after demand therefor for amounts paid, together with reasonable attorneys' fees, costs and expenses so incurred by Owner, without regard to any defense or offset that TRA has or may have had against such Mechanic's Lien claim.

6.12 Utilities. Owner shall cause electrical, natural gas, water and trash services (collectively referred to as the "Utilities" for purposes of this Agreement) to be supplied as may be necessary or appropriate for the operation of the Licensed Premises and TRA's use and occupancy thereof in accordance with the terms of this Agreement

6.13 Owner's Liability for Interruption of Utilities. Owner shall incur no liability to TRA on account of any interruption or stoppage of any Utilities to the Licensed Premises if such interruption or stoppage is beyond the reasonable control of Owner, provided Owner immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities.

ARTICLE 7 CONCESSION, BRANDING, MEDIA RIGHTS, AND SERVICE RIGHTS

7.1 Concessions. During Booked TRA Events, TRA shall have the exclusive right to license, sell, display, distribute and store (in locations designated by Owner) the following:

- (a) Food, food product, candy and any other edible items;
- (b) Nonalcoholic beverages; and
- (c) Alcoholic beverages.

Owner shall not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event. TRA shall have a right to contract with a caterer selected by TRA from Owner's approved and authorized list of caterers to provide catered food plates at each Booked Event #3 Event and TRA and its caterer shall be allowed to use the warming kitchen for warming catered food at such Booked Event #3 Event. Furthermore, as set forth herein above, TRA may also contract with concessionaires or vendors in relation to the sale of souvenirs, apparel and merchandise and other non-edible or non-consumable items, goods, services, equipment and wares at Booked TRA Events.

7.2 Branding. Owner hereby grants TRA, on a non-exclusive basis, Expo Center branding rights during Booked TRA Events and the right to receive all revenues derived therefrom during such Booked TRA Events. Except as otherwise set forth in this Agreement, the holder of the Expo Center branding rights for the Booked TRA Events shall be permitted to display its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith, in all areas of the Expo Center where such product, service or retail right is sold, delivered or

provided. The holder of the Expo Center branding rights for each of the particular Booked TRA Events shall be permitted to identify itself as the "official provider" to TRA's Booked TRA Events of the applicable product, service or retail right. Following each Booked TRA Event, the holder of the Expo Center branding rights for such Booked TRA Event shall, within twenty-four (24) hours after the Booked TRA Event has concluded, remove its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith from all areas of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, TRA's non-exclusive branding rights hereunder shall be subject to any branding rights that Owner's has granted to a third party holder of Expo Center branding rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center branding rights, the agreement between Owner and the third party holder of Expo Center branding rights shall control.**

7.3 Service Rights. Owner hereby grants TRA, on a non-exclusive basis, Expo Center Grounds service rights during Booked TRA Events and the right to receive all revenues derived therefrom. Except as otherwise set forth in this Agreement, the holder of the Expo Center Grounds service rights for the Booked TRA Events shall be permitted to display its service identification, including without limitation, its trade name, trademarks and logos associated therewith, in all areas of the Expo Center where such services are provided. The Expo Center service rights holders for each of the particular Booked TRA Events shall, at the election of TRA, be permitted to identify itself as the "official provider" to the TRA's TRA Events of the applicable service. Following each Booked TRA Event, the holder of the Expo Center service rights for such Booked TRA Events shall, within twenty-four (24) hours after the Booked TRA Event has concluded, remove its service identification, including without limitation, its trade name, trademarks and logos associated therewith from all areas of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, TRA's non-exclusive service rights hereunder shall be subject to any service rights that Owner's has granted to a third party holder of Expo Center service rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center service rights, the agreement between Owner and the third party holder of Expo Center service rights shall control.**

7.4 Media Rights. Owner reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center in relation to the TRA Booked Events. Should Owner grant TRA the privilege of conducting outgoing television and radio broadcast, Owner has the right to require advance payment to Owner of any estimated cost related to such broadcasts. TRA acknowledges and agrees that Owner may also require payment for the privilege of making such broadcasts in addition to the other fees TRA is obligated to pay to Owner. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

7.5 Intellectual Property Rights. TRA assumes all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in TRA's Events at the Expo Center and TRA HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD WILLIAMSON COUNTY, TEXAS, ITS OFFICERS, AGENTS,

AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. Furthermore, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

ARTICLE 8 IMPOSITIONS

8.1 Tax and Assessment Impositions on Licensed Premises. Owner and TRA agree that the Licensed Premises and Owner's fixtures, furniture and equipment ("FF&E") are governmentally owned and should not be subject to taxes and impositions. The Parties agree to reasonably cooperate with each other in order to keep the Licensed Premises and Owner's FF&E free from taxes and impositions.

8.2 Impositions on TRA Owned Personalty. Throughout the License Term, TRA shall pay, or cause to be paid, all taxes and other impositions levied on, or payable with respect to, TRA's FF&E that is owned by TRA or that is used by TRA and is not part of the Licensed Premises. TRA shall pay all such taxes and other impositions directly to the taxing authority or other payee thereof.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 Policies Required by TRA. At all times during the License Term and continuing thereafter until TRA has fulfilled all of its obligations under this Agreement, TRA shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept, and maintained, the following insurance policies:

- (a) **Commercial General Liability Policy.** A commercial general liability insurance policy ("TRA's GL Policy"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an occurrence basis and limited to the Licensed Premises **and Owner as an additional insured and certificate holder**, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Licensed Premises or resulting from, or in connection with, the use, operation or occupancy of the Expo Center, Licensed Premises and Expo Center Grounds and containing provisions for severability of interests. The TRA's GL Policy shall be primary and noncontributory to any policy the Owner may carry, if any, as to the Licensed Premises on TRA Event Days. The TRA's GL Policy shall provide for (i.) Combined minimum Bodily Injury and Property Damage limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate; (ii.) Damages to Rented Premises coverage in the minimum amount of \$100,000; and (iii.) Medical Expenses coverage in the minimum amount of \$5,000.
- (b) **Workers' Compensation Policy.** A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of

Texas for all Persons employed by TRA in connection with the Licensed Premises and employers liability insurance policy (collectively, the "TRA's Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit).

- (c) **Comprehensive Automobile Liability.** A comprehensive automobile liability policy, written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$100,000.00) per occurrence for all automobiles operated or used by TRA on the Licensed Premises ("TRA's Auto Policy"). TRA's Auto Policy shall be (i) on a standard form written to cover all owned, hired and non-owned automobiles, (ii) endorsed to include Owner as an additional insured, (iii) contain cross-liability and severability of interest endorsements and (iv) state that this insurance is primary insurance as regards any other insurance carried by Owner, if any.

9.2 Owner Self-Insured. Owner is a political subdivision of the State of Texas. Since claims against Owner are subject to the liability and damage limitations of the Texas Tort Claims Act, Owner may choose to self-insure rather than to obtain insurance coverage for any residual liability that may result from any lawful claims against it, its officials, employees, or agents in relation to the Licensed Premises.

9.3 Failure to Maintain. If at any time and for any reason TRA fails to provide, maintain, keep in force and effect, or deliver to the Owner proof of any of the insurance required under this Agreement and such failure continues for ten (10) days after notice thereof from the Owner, the Owner may, but shall have no obligation to, procure single interest insurance for such risks covering TRA (or, if no more expensive, the insurance required by this Agreement), and TRA shall, within ten (10) days following Owner's demand and notice, pay and reimburse the Owner.

9.4 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and prior to the expiration of any policy required hereunder previously obtained, TRA shall deliver to Owner evidence showing that such insurance is in full force and effect. Such evidence shall include certificates of insurance issued by a responsible officer of the issuer of such policies, or in the alternative, a responsible officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon. By no later than (i) thirty (30) days after the effective date of any insurance policy required under this Agreement, TRA shall provide Owner with reasonable evidence that premiums have either been paid or are payable in installments and (ii) one hundred twenty (120) days after the effective date of any insurance policy required under this Agreement, TRA shall provide Owner with a copy of such insurance policy.

9.5 Additional Policy Requirements.

- (a) All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have an A. M. Best Company, Inc. rating of "B++" or better.
- (b) Each and every insurance policy required to be carried hereunder by or on behalf of TRA shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the Owner shall have received written notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to Owner not less than ninety (90) days (or the maximum period of days permitted under applicable law, if less than ninety (90) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to Owner on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

9.6 TRA's Agreement to Indemnify. TRA SHALL, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER AND ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (I) TRA'S USE OR OCCUPANCY OF THE EXPO CENTER, LICENSED PREMISES, EXPO CENTER GROUNDS, OR (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF (A) TRA OR (B) TRA'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES, OR VOLUNTEERS.

9.7 TRA's Exclusions. Notwithstanding the provisions of TRA's indemnity above, TRA shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any *injury* to or death of a person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Owner or its employees, officers, directors, contractors, agents, volunteers or invitees.

9.8 Owner's Exclusions. Owner shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of TRA, or its affiliates, employees, officers, directors, contractors, agents, invitees or volunteers.

9.9 No Third-Party Beneficiary. The provisions of this section are solely for the benefit of

Owner and TRA and are not intended to create or grant any rights, contractual or otherwise, to any other person.

9.10 Conduct of Claims. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, Owner may claim indemnification hereunder and shall give written notice of such matter to TRA. TRA shall diligently defend any such action, claim or liability, and subject to TRA's compliance with its indemnification obligations, Owner shall, at TRA's expense, cooperate fully with TRA and its legal representatives in the investigation and defense of any claim covered by this Agreement. TRA shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that TRA shall promptly notify Owner of all developments in the matter. In no event shall TRA compromise or settle any such matter without the prior consent of Owner, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. Owner shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the TRA fails to promptly act to protect the interests of the Owner after having been notified of a claim, Owner may, at TRA's expense, take action in its own defense.

9.11 Survival. The indemnities contained in this Agreement shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to or as of the expiration or earlier termination of this Agreement.

ARTICLE 10 OWNERSHIP OF LICENSED PREMISES; ACCESS

10.1 Title to the Licensed Premises.

10.1.1 Ownership. Fee title to the Licensed Premises shall be and remain in the Owner. Each Party's FF&E and other personal property placed or used in the operation of the Licensed Premises, by or on behalf of such Party throughout the License Term shall be and remain the property of such Party at all times and shall not be considered part of the Licensed Premises, except for alterations, additions, and improvements that are permanently attached to the Licensed Premises and made by TRA (excepting TRA's movable FF&E) shall become and remain the property of Owner on the termination or expiration of this Agreement.

10.1.2 Sale or Disposal of Equipment or Other Personal Property. Owner shall have the right at any time and from time to time, to sell or dispose of any physically obsolete or functionally obsolete equipment, fixtures, machinery, furniture, furnishings and other personal property that Owner owns and that constitutes a part of the Licensed Premises (collectively, "Personalty") and then choose whether or not replace such Personalty.

10.2 Access to the Licensed Premises by Owner. Owner shall be entitled to uninterrupted access to the Licensed Premises at all times during the License Term.

ARTICLE 11 CASUALTY DAMAGE

11.1 Damage or Destruction. If, at any time during the License Term, there is any casualty to

the Licensed Premises or any part thereof, then Owner shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to persons or property and remediate any hazard, and promptly thereafter, notify TRA in writing of the estimated time to remedy such casualty and restore the Licensed Premises to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) Owner shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to reasonable delays) to repair, restore, replace or rebuild the Licensed Premises as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction, subject to the terms of this Agreement. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other property pending the completion of any such work, remediation of hazards and restoration of the Licensed Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Agreement as the "Casualty Repair Work."

11.2 Option to Terminate. In the event that Substantially All of the Improvements are damaged or destroyed by a casualty, TRA or Owner may, at its option (exercised with reasonable promptness in the circumstances) terminate this Agreement. For the purposes of this section, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such casualty causes an untenable condition to exist, or be reasonably expected to exist, for more than six (6) months from the date of the casualty. The determination of whether the Licensed Premises can be rebuilt, repaired and/or reconfigured in order to remedy such untenable condition within such six (6) month period shall be made within sixty (60) days of the date of the casualty by an independent architect selected by Owner.

ARTICLE 12 ASSIGNMENT; SUBLETTING

12.1 Assignments of TRA's Interest; Subleasing. TRA may not (and TRA agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Agreement, any interest under this Agreement or the Licensed Premises (each, a "Transfer"), without first obtaining the written consent of Owner. For purposes of this Agreement, the term "Transfer" shall not include, and Owner's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or lien in or on any of TRA's equipment, personal property or general intangibles that are not part of the Licensed Premises. The term "Transfer" shall not include or mean (a) a space lease (as described below) at a specific Booked TRA Event and provided such space lease is subject and subordinate to this Agreement; (b) any assignment, transfer, mortgage, pledge or encumbrance of any of the TRA's receivables, accounts or revenue streams from use of the Licensed Premises provided the same is subject and subordinate to this Agreement; and (c) any issuance or transfer of any securities, interests or membership having ordinary voting power for the election of directors.

12.2 Space Leases. TRA shall have the right to enter into space leases and engage such third party vendors and contractors and enter into such other agreements or arrangements with other persons as TRA deems necessary, advisable or desirable to fully enjoy and exploit its rights as to the Licensed Premises on Booked TRA Event Days, *provided* that each such space lease shall be

subject and subordinate to this Agreement and to the rights of Owner hereunder. Notwithstanding any such subletting, TRA shall at all times remain liable for the performance of all of the covenants and agreements under this Agreement on TRA's part to be so performed.

ARTICLE 13 DEFAULTS AND REMEDIES

13.1 Events of Default.

13.1.1 TRA Default. The occurrence of any of the following shall be an "Event of Default" by TRA or a "TRA Default":

- (a) The failure to pay any of its monetary obligations to Owner, if any, under this Agreement when due and payable if such failure continues for ten (10) days after Owner gives notice to TRA that such amount was not paid when due;
- (b) The failure of TRA to perform each and every covenant and agreement of TRA with respect to insurance policies and coverages to be maintained by TRA pursuant to and in accordance with the terms of this Agreement;
- (c) Any material representation or warranty confirmed or made in this Agreement by TRA or in any certificate required to be delivered by TRA pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Owner gives notice to TRA of such failure;
- (d) The (i) filing of a voluntary petition in bankruptcy; (ii) adjudication of TRA as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of TRA under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors; rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (iv) appointment of a receiver, trustee or other similar official of TRA or its property; or
- (e) The failure of TRA to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on TRA's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c), or (d) above).

13.1.2 Owner Default. The occurrence of any of the following shall be an "Event of Default" by Owner or an "Owner Default":

- (a) The failure to pay any of its monetary obligations to TRA, if any, under this Agreement when due and payable if such failure continues for ten (10) days after TRA gives notice to Owner that such amount was not paid when due;
- (b) Any material representation or warranty confirmed or made in this Agreement by Owner or in any certificate required to be delivered by Owner pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after TRA gives notice to Owner of such failure; or
- (c) The failure of Owner to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on Owner's part to be kept, performed or observed (other than those referred to in clauses (a) and (b)).

above).

13.2 Owner's Remedies for TRA Default. Upon the occurrence of any TRA Default, Owner may, in its sole discretion, pursue any one or more of the following remedies:

- (a) Deliver written notice of the TRA Default to TRA. The notice must specify the nature of the TRA Default and inform TRA that unless the TRA Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If TRA begins a good faith attempt to cure the TRA Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by Owner, so long as TRA continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the TRA Default. If, in the opinion of Owner, TRA does not cure the default within thirty (30) days or otherwise fails to make any diligent attempt to correct the TRA Default, Owner may terminate this Agreement. Owner shall not be obligated to issue this notice and grant TRA an opportunity to cure. Owner may elect to exercise any remedy under this section.
- (b) Owner may terminate this Agreement without notice or an opportunity to cure, and upon such termination, Owner may forthwith reenter and repossess the Licensed Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of the following (i) the reasonable and necessary cost of recovering the Licensed Premises, (ii) the reasonable and necessary cost of removing and storing TRA's property, and (iii) any other sum of money or damages owed by TRA to Owner. In the event Owner shall elect to terminate this Agreement, Owner shall at once have all the rights of reentry upon the Licensed Premises, without becoming liable for damages or guilty of trespass.
- (c) Owner may enter upon the Licensed Premises and do whatever TRA is obligated to do under the terms of this Agreement; and TRA agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with TRA's obligations under this Agreement, and TRA further agrees that Owner shall not be liable for any damages resulting to TRA from such action. No action taken by Owner under this section shall relieve TRA from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.
- (d) Owner may exercise any and all other remedies available to Owner under this Agreement, at law or in equity.

13.3 TRA's Remedies for Owner Default. Upon the occurrence of any Owner Default, TRA may, at its sole discretion, have the option to pursue any one or more of the following remedies:

- (a) Deliver written notice of the Owner Default to Owner. The notice must specify the nature of the Owner Default and inform Owner that unless the Owner Default is cured within sixty (60) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If Owner begins a good faith

attempt to cure the Owner Default within sixty (60) days, then and in that instance, the sixty (60) day period may be extended by TRA, so long as Owner continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Owner Default. If, in the opinion of TRA, Owner does not cure the default within sixty (60) days or otherwise fails to make any diligent attempt to correct the Owner Default, TRA may terminate this Agreement. TRA shall not be obligated to issue this notice and grant Owner an opportunity to cure. TRA may elect to exercise any remedy under this section.

- (b) TRA may terminate this Agreement without notice or an opportunity to cure, and upon such termination, TRA may forthwith repossess TRA's property.
- (c) TRA may exercise any and all other remedies available to TRA under this Agreement, at law or in equity, but subject to any limitations thereon set forth in this Agreement.

13.4 Cumulative Remedies. Subject to the provisions of this article and any express provisions of this Agreement to the contrary, each right or remedy of Owner and TRA provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of Owner or TRA provided for in this Agreement, and the exercise or the beginning of the exercise by Owner or TRA of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by Owner or TRA of any or all other rights or remedies provided for in this Agreement or hereafter existing at law or in equity, by statute or otherwise.

13.5 Indirect Damages. In no event shall either party be liable to the other party under any provision of this Agreement for lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages, in contract, tort or otherwise, whether or not caused by or resulting from such Party's own, sole or concurrent negligence or the negligence of its affiliates or related parties, including claims of the other party arising out of third party claims.

13.6 Declaratory or Injunctive Relief. In addition to the remedies set forth in this article, the Parties shall be entitled, in any circumstances they may deem appropriate, without the necessity of proving irreparable harm, balance of claims, consideration of the public interest, establishing that monetary damages are inadequate or the posting of a bond, to seek (i) injunctive relief, whether prohibiting or mandating, action by the other Party for any Event of Default of the other Party or as otherwise expressly provided herein or (ii) declaratory relief with respect to any matter under this Agreement. Each of the Parties hereby agrees and irrevocably stipulates that the rights of each Party to injunctive relief pursuant to this Agreement, including this section, shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Party to which any such injunctive relief applies.

13.7 No Waivers. No failure or delay of any Party, in anyone or more instances, (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or

discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

13.8 Court Proceedings. Subject to the agreement of the Parties contained in this Agreement regarding alternative procedures for dispute resolution, any suit, action or proceeding against any Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any state court located in the City of Georgetown, Williamson County, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any state court located in the City of Georgetown, Williamson County, Texas, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a state court located in the City of Georgetown, Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.9 Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for such default, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs related thereto. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment.

ARTICLE 14 INTENTIONALLY DELETED

ARTICLE 15 DISPUTE RESOLUTION

15.1 Mediation. Except as otherwise specifically set forth herein, Owner and TRA shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction.

15.2 Arbitration. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a default thereof shall be decided by any arbitration proceeding.

15.3 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Williamson County, Texas.

ARTICLE 16 TIME, DELAY, APPROVALS AND CONSENTS

16.1 Time. Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence in such instrument. All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Owner Observed Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is a Business Day.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Relationship of the Parties. The relationship of TRA and Owner under this Agreement is that of independent parties, each acting in its own best interests and notwithstanding anything in this Agreement, no partnership, joint venture or other business relationship is established or intended hereby between TRA and Owner.

17.2 Representations of Owner and TRA.

17.2.1 Power and Authority. Each individual executing and delivering this Agreement on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

17.2.2 TRA's Representations. As an inducement to Owner to enter into this Agreement, TRA hereby represents and warrants to Owner, as of the Effective Date, as follows:

- (a) TRA is a Texas not-for-profit corporation, duly organized and validly existing under the laws of the State of Texas, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. TRA is in good standing with the Texas Secretary of State and Texas Comptroller; and qualified to do business in Texas.
- (b) All proceedings required to be taken by or on behalf of TRA to authorize TRA to execute and deliver this Agreement and to perform the covenants, obligations and agreements of TRA hereunder have been duly taken. No consent to the execution and delivery of this Agreement by TRA or the performance by TRA

of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, other than any such consent which already has been given.

- (c) To the best knowledge of TRA, there is no action, suit, claim, proceeding or investigation pending or currently threatened against TRA that questions the validity of this Agreement or the transactions contemplated herein.

17.2.3 Owner's Representations. As an inducement to TRA to enter into this Agreement, Owner represents and warrants to TRA, as of the Effective Date, as follows:

- (a) Owner is a political subdivision of the State of Texas.
- (b) All proceedings required to be taken by or on behalf of Owner to authorize Owner to execute and deliver this Agreement and to perform the covenants, obligations and agreements of Owner hereunder have been duly taken.
- (c) To the best knowledge of Owner, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Owner that questions the validity of this Agreement or the transactions contemplated herein.

17.3 Equal Opportunity in Employment. The Parties to this Agreement agree that during this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

17.4 Force Majeure. If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said Party, the other Party shall grant such Party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party.

17.5 Notice. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party's representative, as designated under this Agreement, and shall be given in writing to such Party's representative at the address set forth herein for the Party's representative or at such other address as such Party shall designate by written notice to the other Party to this Agreement and may be (i) sent by registered or certified U.S. Mail, return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice hereunder must be given, by delivering to the other Party five (5) days notice thereof setting forth a single address for each such additional addressee; *provided, however*, that no Party hereto shall have the right to designate more than two (2) such additional addressees.

17.6 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17.9 Court Operations, Official Duties of Office and Health and Safety Powers. TRA agrees that Owner and its elected officials retain control and supervision of their respective elected offices, and TRA understands and agrees that this Agreement is not intended, nor shall it be construed, to interfere with court operations, official duties of office, and/or the health and safety powers of county government. Any rights granted to TRA are subject to the lawful exercise of elected officials' duties of office and the Owner's health and safety powers in order for this Agreement to comply with the Texas Constitution.

17.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

17.11 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

17.12 Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

17.13 Prior Agreement(s). TRA and Owner entered hereby agree that, upon the Execution Date, all prior agreements between the Parties, whether written or oral, including, but not limited to the Joint Development – Management Agreement executed by the Parties on or about April 6, 2004 and any prior amendments to the Agreement, shall be terminated and be of no further force or effect.

17.14 Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties hereto and thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof, may not be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date of that last Party's execution below ("Execution Date").

TRA:

Taylor Rodeo Association, Inc.

By: Tim Sims

Printed Name: Tim Sims

Representative Capacity: President TRA

Date: 2 - 11, 2025

TRA Representative Name and Address:

Tim Sims
2143 E FM 696
Lexington Tx 78947

OWNER:

Williamson County, Texas

By: Bill Gravell Jr.

Bill Gravell (Feb 25, 2025 10:53 CST)

Printed Name: _____

Representative Capacity: As Presiding Officer of the Williamson County Commissioners Court

Date: _____, 2025

EXHIBIT “A”

TRA’S ASSETS

1. All Stock Panels;
2. The Expo Center main arena dirt that exists in the arena as of the Execution Date;
3. Band Stage;
4. Concession Stand;
5. Electrical Room;
6. Panels and Chutes; and
7. Walk-In Cooler.

TRA hereby agrees that TRA’s Office Building and any of TRA’s personal property and assets that were on the Licensed Premises as of the Effective Date of the Agreement and that are not listed and described in this Exhibit “A” shall remain the property of TRA and have been removed by TRA, at its sole cost and expense, from the Licensed Premises prior to the Execution Date.