

## SECOND AMENDMENT TO FACILITY USAGE AGREEMENT

This Second Amendment to Facility Usage Agreement by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Mortgage Research Center, LLC d/b/a Veterans United Home Loans, 550 Veterans United Drive, Columbia, Missouri 65201, (hereinafter "VU") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

WHEREAS, City is now the owner of certain real estate, commonly known as the Boone County Fairgrounds, and legally described as:

Tract Number 1 on a survey recorded in Book 4852, Page 155, Boone County records, Boone County, Missouri,

and,

WHEREAS, the parties have a Facility Usage Agreement (the "Agreement") dated May 18, 2021; and

WHEREAS, on October 18, 2022, the parties entered into a First Amendment to the Agreement, which Agreement, as amended, currently runs through December 31, 2025 and provides for automatic annual renewals; and

WHEREAS, the City and VU desire to formally amend the Agreement, as amended, with this Second Amendment (hereinafter "Second Amendment").

WHEREAS, the City and VU desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in the First Amendment and this Second Amendment.

THEREFORE, in consideration of the parties' promises and obligations, the parties agree to amend the Agreement, as amended, as follows:

1. Section 2 of the Agreement, as amended, shall be deleted and replaced with the following:

"2. **Term.** The term of the Agreement shall terminate December 31, 2028."

2. Section 14a. of the Agreement, as amended, shall be deleted and replaced with the following:

- a. **Parking Area.** As to the area north of the Coliseum, VU shall have the authority to designate a 14-day period in December of each year, where such space shall be provided in the trailer parking areas for VU's annual holiday party, or other major events, so long as VU gives City thirty (30) days advance notice of the event.
3. A new section shall be added to the Agreement, as amended, as follows:

**"27. Temporary Suspension of Possession for Public Use.**

Notwithstanding anything to the contrary in this Agreement, as amended, the City may, from time to time, request in writing that VU temporarily suspend its Actual Possession Times, in whole or in part, when the City, Boone County, or any other governmental or public entity requires use of the premises for public purposes, community events, or emergency operations.

Any such request shall be subject to VU's sole discretion to grant or deny the suspension.

If VU grants the City's request, then for the duration of the approved suspension period, possession, control, and operational responsibility for the premises shall revert to the City, and all obligations and liabilities applicable including but not limited to those under Section 19 (Indemnity and Hold Harmless) of this Agreement shall not apply to VU during that time.

Upon conclusion of the City's temporary use, possession shall automatically revert to VU for the remainder of its scheduled rental period. No rent abatement shall apply except that the parties may mutually agree in writing to a pro-rata adjustment for any period exceeding three (3) consecutive days of suspended possession."

4. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of the Second Amendment shall control. Otherwise, the terms of the Agreement as previously amended by the First Amendment shall remain in full force and effect.
5. All other terms of the Agreement, as Amended by the First Amendment, shall remain unchanged and in full force and effect.
6. This Second Amendment to the Agreement is subject to the final approval by the City Council of the City of Columbia, Missouri.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to be executed by their duly authorized officials and officers on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By:

De'Carlon Seewood, City Manager

Date:



ATTEST:

By:

Sheela Amin, City Clerk

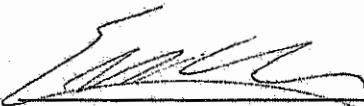
APPROVED AS TO FORM:

By:

Nancy Thompson, City Counselor/bt

**Mortgage Research Center, LLC d/b/a Veterans United Home Loans**

By:



Name: Eric Wilson

Title: Senior Director of External Affairs

Date:

1/8/26

ATTEST:

By:



Samantha Michelle Clapp

Printed Name and Title

