

THIRD AMENDMENT TO FUNDING AGREEMENT  
BETWEEN  
SEDGWICK COUNTY, KANSAS  
AND  
EXPLORATION PLACE, INC.

THIS AMENDMENT is made as of this \_\_\_\_ day of November, 2015, by and between Sedgwick County, Kansas, hereinafter called the "County" and Exploration Place, Inc., hereinafter called "EPI."

WITNESSETH:

WHEREAS, on the 23<sup>rd</sup> day of October, 2013, County and EPI entered into a Funding Agreement ("Agreement") for the purpose of providing certain levels of County funding to EPI for years 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, County and EPI amended said Agreement on the 13<sup>th</sup> day of May, 2015, ("Amendment to Funding Agreement") and amended it again on the 12<sup>th</sup> day of August, 2015 ("Second Amendment to Funding Agreement") in order to change the date of notice of termination pursuant to paragraph 9 of said Agreement; and

WHEREAS, County and EPI want to modify the notice of termination date once again and modify other provisions in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend the Agreement, as follows:

1. Section 2, "Term" of the Agreement is deleted in its entirety and replaced by the following new section:

Section 2. Term. The term of this Funding Agreement commences on January 1, 2014, and ends December 31, 2016.

2. Section 3, "County Funding" of the Agreement is deleted in its entirety and replaced by the following new section:

Section 3. County Funding. County agrees to provide annual funding in the following years and amounts:

2014	\$2,233,642.00
2015	\$2,255,140.00
2016	\$2,220,140.00

Funds allocated for EPI for 2016 shall be disbursed to EPI no later than July 31 of the year in which said funds are appropriated. The above described funds for 2014 and 2015 have been disbursed.

Funding is inclusive of salary, compensation and benefits ("Compensation") of the President of Exploration Place. Annual funding shall be reserved by County first to such Compensation, and funding amounts not so reserved shall be disbursed to EPI not later than June 30. Any Compensation reserved but unspent in County's fiscal year shall be disbursed to EPI as soon as reasonably possible after the end of such fiscal year.

3. Section 4, "President; Reporting" of the Agreement is deleted in its entirety and replaced by the following new section:

Section 4. President; Reporting. EPI agrees to work with the Board of County Commissioners or its designee to jointly establish the hiring process, compensation/benefits package, goals and objectives and performance review standards for the President of Exploration Place who shall be an employee of the County reporting jointly to the Board of County Commissioners or its designee and to the Chairman of the Exploration Place board of trustees or his/her designee during the term of this agreement.

4. Section 9, "Termination" of the Agreement, as provided in the August 12, 2015 Second Amendment and incorporated in the October 23, 2013 Agreement, is deleted in its entirety and replaced by the following new section:

Section 9. Termination. This Agreement shall automatically terminate upon the termination of the 1997 Agreement and Supplemental Agreement between the parties. Upon termination, all records/reports generated and yet to be generated by EPI are to be provided to County.

5. Except as amended by this Third Amendment to Funding Agreement, all of the terms and conditions of the Funding Agreement shall remain unaltered and in full force and effect.

6. That the undersigned Chairman of EPI acknowledges by his signature that he has the authority of the Board of EPI to enter into this amendment on behalf of EPI and that this amendment has been approved by the Board.

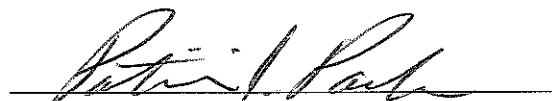
BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:


  
KELLY B. ARNOLD, County Clerk

  
RICHARD RANZAU, Chairman  
Commissioner, Fourth District

APPROVED AS TO FORM:

  
PATRICIA J. PARKER  
Assistant County Counselor

EXPLORATION PLACE, INC.

  
JASON COX, Chairman  
Exploration Place, Inc.