

**Event Trust Funds Use Agreement
Under Section 5C, Article 5190.14
Vernon's Texas Civil Statutes**

1. Parties to the Agreement

This Event Trust Funds Use Agreement is executed among the following parties:

- (A) City of Austin (City) a Texas home rule municipality located in Travis and Williamson counties.
- (B) Austin Sports Commission (Commission), a Texas not-for-profit corporation; and
- (C) United States of America Football (USA Football)

2. Purpose of this Agreement

This Agreement regarding the use of Event Trust Funds (Agreement) is solely to establish the parties' rights and responsibilities with respect to the application to the Texas Comptroller of Public Accounts (Comptroller) for creation of an Event Trust Fund (ETF), and payments to and from that account for USA Football. This Agreement does not constitute City approval for any permits or licenses that may be needed by USA Football to hold this event in City. USA Football is solely responsible for obtaining any needed permits, licenses, insurance, and bonding for the USA Football and compliance with any other legal requirements. This Agreement is only for payment of available funds from current revenues of the fiscal year in which the Agreement is signed.

3. General Obligations of Each Party

- 1. Commission shall take appropriate steps to compete and to bring qualifying national sporting events to Austin.
- 2. Commission will coordinate with the Austin Convention Center regarding the ETF applications.
- 3. The Austin Convention Center will coordinate with appropriate persons within the City to submit an application to the Comptroller requesting that the Comptroller establish an ETF for the event.
- 4. If the Comptroller establishes the ETF, the City will remit its payment to the ETF as required by the Comptroller.
- 5. The Austin Sports Commission and the Austin Convention Center will coordinate the City's submission of invoices, receipts, and other documents as specified by the Comptroller to obtain reimbursement of eligible expenses from the ETF.

4. Application and Funding of Sporting Event Trust Fund

The City will apply to the Texas Comptroller of Public Accounts for the creation of an Event Trust Fund (ETF) for the USA Football "World Football Championships" (Event) under Section 5C, Article 5190.14 of Vernon's Texas Civil Statutes (Act). As prescribed in Section

5C (b) of the Act, the City will contribute tax revenues otherwise payable to the City for the period June 21 – July 8, 2012 as defined in Section 5C (b) of the Act. This time period satisfies the sufficient period required to trigger full state funding under the terms of the Act.

5. Term of Agreement

If the Comptroller approves creation of the ETF for the Event, this Agreement shall remain in effect until all funds deposited by the City or the State into the ETF are spent or returned to the City or the State.

6. Distribution of Funds

The City may retain 16% of the funds distributed from the ETF annually to cover the City expenses related to the Event. The City authorizes the Commission to submit a request to the Comptroller for reimbursement from the ETF: 1) any amounts required to cover costs detailed in the attached document entitled “World Football Championships, Bid Manual” and accompanying letter of agreement; and 2) any amounts required by the Austin Sports Commission to cover their costs for managing the Event or the cost of preparation of studies of the economic impact of the Event. The City, through the Austin Convention Center, agrees to provide documentation, if needed, to the Commission relating to the City’s costs for the World Football Championships. The Commission agrees to remit to the City, not later than ten (10) business days after receipt of funds from the State of Texas Comptroller, the City’s share of the ETF funds relating to the application for the ETF and the hosting of the World Football Championships.

7. Repeal or modification of the Act

This Agreement expressly contemplates its effectiveness under the Act as currently in effect. Should the Act be repealed or modified in such a manner that the Event no longer qualifies under the provisions of the Act at current funding levels, this Agreement shall become voidable by either party on thirty (30) days written notice. However, if the Act is voided after funds have been disbursed to the Commission; the Commission shall remain obligated to complete its payment of funds due to the City.

8. Jurisdiction and Venue

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

9. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

10. Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be addressed to the person designated for receipt below. Legal notices shall be sent postage prepaid and Return Receipt Requested. Other notices and routine communications may be delivered by any other means (fax, e-mail, or courier). These notices and communications shall be deemed delivered upon receipt of a successful fax, e-mail, or courier confirmation report by the addressee; provided, that the notice is specifically directed to the attention of the person designated for receipt of notice. Notices to the City, Commission, and USA Football shall be addressed as follows:

City of Austin

Sporting Events Trust Funds Use Agreement

Attention: Rudy Garza

Title: Assistant City Manager

Name of Department: City Manager's Office

Street Address: 301 W. 2nd Street

Austin, Texas 78701

Phone: (512) 974-7906

Facsimile: (512) 974-2833

Austin Sports Commission

Attention: Matthew Payne

Title: Executive Director

Street Address: 301 Congress, Suite 200

Austin, Texas 78701

Phone: (512) 583-7257

Facsimile: (512) 583-7357

USA Football

Attention: Jim Elias

Title: Senior Director of Finance

45 N. Pennsylvania St., Suite 700
Indianapolis, IN 46204

Phone: (317) 614-7750

11. Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

12. Amendment

This Agreement may not be amended in whole or in part except in a written amendment executed by all parties to this Agreement.

13. Termination with Cause

In the event of default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered to the party in default via certified mail. The notice shall be effective within thirty (30) days, unless otherwise specified, after the date of such notice. During this time period, the party alleged to be in default may cure the event of default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available under law or in equity, the party not in default shall be entitled to recover all actual damages, direct costs, incurred as a result of the other party's default, including reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

14. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to repayment of trust funds/tax revenue to the City shall survive the expiration or termination of this Agreement.

EXECUTED on the 25th day of May, 2012, in Austin, Travis County, Texas.

CITY OF AUSTIN, TEXAS

By: [Signature]

Name: Rudy Gorza

Title: Assistant City Manager

Date: 5/25/12

AUSTIN SPORTS COMMISSION

By: Matthew Payne

Name: Matthew Payne

Title: ED.

Date: 5/25/12

USA FOOTBALL

By: [Signature]

Name: Scott Halberst

Title: Executive Director

Date: 5/25/12