

**EVENT SUPPORT CONTRACT
(AMERICAN LE MANS SERIES 2013 EVENT)**

This Event Support Contract (this "Agreement") is entered into by and between Circuit Events Local Organizing Committee, a Texas nonprofit corporation ("CELOC"), and Premium Sports Car Racing, LLC, a limited liability company incorporated under the laws of Florida, as the current owner and operator of the American Le Mans Series (such company referred to herein as "American Le Mans"), in support of the American Le Mans Series 2013 Event (commonly known as ("the ALMS Event") at the Circuit of the Americas.

RECITALS:

A. American Le Mans has the exclusive right to exploit the commercial rights in the American Le Mans Championship ("Championship") including the exclusive right to propose the American Le Mans Championship calendar and to award to promoters the right to stage the American Le Mans Championship events.

B. After a highly competitive process, a site in Austin, Texas, USA, which site is known as the Circuit of the Americas ("COTA Track") was selected as the sole site in Texas, and all of the surrounding U. S. states contiguous with Texas, to host an event in the 2013 American Le Mans Championship, scheduled for September 20 - 22, 2013 (the "Event").

C. Article 5190.14, Section 5C, Vernon's Texas Civil Statutes (the "Act") provides that the Event is eligible for funding ("Funds") from the Events Trust Fund ("Trust Fund") and, along with related administrative rules promulgated by the Texas Comptroller of Public Accounts in 34 TAC Subchapter 2 (the "Parties") establishes the requirements, qualifications and procedures for establishing the Trust Fund and depositing and disbursing Funds from the Trust Fund.

D. Pursuant to that certain Agreement (the "City Agreement") by and between CELOC and the City of Austin, Texas (the "City") dated May 16, 2013, the City designated and authorized CELOC to (i) act as the City's exclusive designee and local organizing committee with respect to the Trust Fund for the Events and (ii) perform those certain duties and tasks on behalf of the City as specified in such agreement and as may be subsequently agreed by the City and CELOC.

E. As a condition to qualifying for Funds, the Act requires an authorized local organizing committee to have entered into an event support contract with a qualified site selection organization (such as American Le Mans); the parties hereto acknowledge that CELOC applied to American Le Mans 2013 Series Championship to be considered as, and American Le Mans 2013 Series Championship has selected the COTA Track owned by Circuit of the Americas, LLC ("COTA") as the location for the ALMS Event and CELOC is designated to be, the local organizing committee for the Events within the meaning of the Act; and the parties desire and intend this Agreement be deemed an "event support contract" within the meaning of the Act.

F. Independent from this Agreement, American Le Mans has entered into a American Le Mans Championship Event Sanction Agreement for the 2013 Event (the "Race Contract") with Promoter concerning the grant of certain rights to Promoter by American Le Mans and related obligations of Promoter to American Le Mans, and from American Le Mans to Promoter in respect of the Events.

G. Separate from, but contemporaneous with, this Agreement, CELOC has or will enter into an Event Support and Reimbursement Agreement ("Reimbursement Agreement") with Promoter under which CELOC has or will agree to make reasonable good faith efforts to secure the Event for Austin, Texas and to promote pay, finance or reimburse certain costs and expenses to secure, promote and hold the Event in Austin, Texas.

In consideration of the foregoing and the agreements contained herein, CELOC and American Le Mans 2013 Series Championship hereby agree as follows:

1. No Effect on Other Agreements. Nothing in this Agreement affects, modifies or amends the Race Contract or any other agreements entered into between American Le Mans and the Promoter. Specifically, nothing herein

shall be construed to waive, assign or release Promoter of any obligations under the Race Contract nor does this Agreement give CELOC any right to enforce any rights that Promoter may have under its Agreement with American Le Mans.

2. CELOC Obligations. In accordance with the Act and consistent with its obligations under the City Agreement, CELOC hereby agrees with American Le Mans that CELOC will perform certain obligations and hereby assumes and agrees to participate in and/or finance certain costs and expenses to apply and bid for promote and hold the Event at the COTA Track, including, without limitation, obligations, costs and expense of the Event related to:

- (a) applying or bidding for selection of the COTA Track as the site of the Event in Texas, including without limitation, payment or financing of the sanction fee or rights fee for the Event;
- (b) the construction, rental or renovation of facilities that are directly attributable to promoting and holding the Event, including without limitation, temporary traffic controls, grandstands, pavilions, hospitality facilities and other event facilities; or
- (c) supporting Promoter in its efforts to organize or conduct the Event and other directly related activities, including, without limitation, transportation, hospitality and health/safety services.

In connection with Section 2(a) above, and/or pursuant to its Reimbursement Agreement with Promoter, CELOC shall pay, or cause to be paid the sanction fees payable to American Le Mans under the Race Contract for the rights to hold the Event, which shall be applied as to the Event sanction fee or rights fees as applicable thereunder. Nothing herein shall relieve Promoter from its obligations to pay under the existing Race Contract, if CELOC fails to pay on Promoter's behalf. The parties acknowledge and agree that (i) American Le Mans will accept payment of such amount directly from CELOC on behalf of the Promoter or directly from the Promoter as if paid by CELOC hereunder (and Promoter may, pursuant to the Reimbursement Agreement, have certain reimbursement rights from CELOC if such fees are in fact paid by the Promoter), (ii) CELOC shall be credited for its obligations under this Agreement or alternatively, Promoter will be credited for its obligations under the Race Contract, for any payment of rights fees or sanction fees received by American Le Mans from CELOC or Promoter, as applicable; and (iii) any such amounts paid to American Le Mans by Promoter hereunder constitute a credit against the fees due under the Race Contract. Further, CELOC shall exert commercially reasonable efforts to promote and conduct the 2013 Event, including participating in or financing the costs and expenses for the construction, rental or renovation of access ways or facilities that are directly attributable to promoting and holding the Event, including, without limitation, temporary traffic controls, grandstands, pavilions, hospitality facilities and other event facilities under Section 2(b) above for holding and the operation of the Event and other directly related activities, including, without limitation, transportation, hospitality and health/safety services, under Section 2(c) above. CELOC acknowledges that in the absence of payment of all amounts due under this Agreement and in the absence of payment of any amount due under the Race Contract, the 2013 Event may not be conducted.

Any term or provision in this Agreement to the contrary notwithstanding, nothing in this Agreement shall be interpreted or construed to obligate CELOC to pay any cost or expense to American Le Mans or to any other party that is not an expense or cost qualified for reimbursement and disbursement out of the Trust Fund under the Act and for which CELOC has, in fact, specifically been reimbursed fund out of the Trust Fund to pay or provide reimbursement to the party seeking such reimbursement. For the avoidance of doubt, CELOC shall not be obligated to assume, pay or bear any cost or expense or obligation except to the extent that the Trust Fund disperses funds to CELOC to pay or reimburse such specific cost or expense to the party properly incurring or invoicing same

3. Representations and Assurances by CELOC. CELOC does hereby represent and provide assurances to American Le Mans that CELOC (i) is a nonprofit corporation duly formed, validly existing and active under the laws of the State of Texas and (ii) has been designated and authorized by the City to act as the City's exclusive designee and local organizing committee with respect to the Trust Fund for the Events.

4. American Le Mans 2013 Series Championship Obligations. American Le Mans hereby confirms that it has designated Austin, Texas as the site for a stage of the 2013 American Le Mans Championship Series Event and agrees to use good faith efforts to provide, facilitate and promote the 2013 Event at the COTA Track in Austin, Texas pursuant to the Race Contract and this Agreement.

5. Payment and Withholding Documentation. American Le Mans agrees that (i) upon written request from CELOC, and if applicable subject to Promoter's approval, following receipt by American Le Mans of any rights fees from or on behalf of CELOC, American Le Mans will provide to CELOC such written documentation as is reasonably requested by CELOC and/or the State of Texas to support or confirm the amounts that have been paid by or on behalf of CELOC to American Le Mans and (ii) upon written request from CELOC, American Le Mans will provide to CELOC such written confirmation and documentation, as is reasonably requested by CELOC, including, without limitation, a properly completed and signed U.S. IRS Form W-8BEN, to assist CELOC in evidencing that payments made by it (or on its behalf) under this American Le Mans shall not be required to provide any information which it considers to be confidential or business sensitive in connection with such assistance and to the extent American Le Mans shall volunteer disclosure of such information, such disclosure shall be subject to observance by the recipients of such information of any confidentiality undertakings as American Le Mans prescribes, subject to Texas' Public Information Act (Chapter 552 of the Texas Government Code). All third party costs of American Le Mans 2013 Series Championship associated with such assistance, including the fees and expenses of third party advisors, shall be promptly reimbursed by CELOC to American Le Mans p (as the case may be) upon presentation of invoices thereof.

6. Term. The term of this Agreement shall commence and become operative as of the effective date set forth below and shall continue until December 31, 2013; provided, however, either party shall have the right and option to terminate this Agreement by written notice to the other party if either the Race Contract American Le Mans will promptly notify CELOC of any termination of the Race Contract that occurs during the term of this Agreement.

7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction in Travis County, State of Texas, USA.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

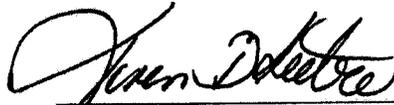
9. Integration. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, representations or agreements with respect to the subject matter hereof not expressly incorporated into this Agreement are hereby superseded and cancelled.

10. Execution. A facsimile, emailed or other electronic delivery of a signed copy of this assignment will be deemed the delivery of an original and such facsimile, email or other electronic copy will be enforceable in all respects as if an executed original of this assignment. This Agreement may be executed in multiple counterparts, which when considered together shall constitute one and the same document.

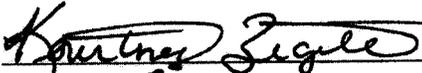
(The remainder of this page intentionally left blank.
Signature page(s) follow(s))

Dated Effective: August 9, 2013.

SIGNED by)
Premium Sports Car Racing, LLC)
acting by an Officer)
in the presence of:)


Name: KAREN S. LETZOW
Title: Secretary

Witness

Signature: 
Name: Kourtney Bigelow
Address: ONE DAYTONA BLVD
DAYTONA BEACH, FL 32114

SIGNED by)
Circuit Events Local)
Organizing Committee)
acting by an Officer)
in the presence of :)


Name: Wayne Hallingsworth
Title: Authorized Director

Witness

Signature: 
Name: Darlene Burghen
Address: 100 Congress Ave #1300
Austin, TX 78701-2744