

## EVENT SUPPORT CONTRACT

This Event Support Contract (this "Agreement") is entered into by and between Circuit Events Local Organizing Committee, a Texas nonprofit corporation ("CELOC"), and Dorna Sports S.L., a company incorporated under the laws of Spain ("Dorna), as agent for and on behalf of FIM Road Racing World Racing Championship (a championship series commonly known as "MotoGP"), effective as of the date set out below on page 3 immediately above the signature lines (the "Effective Date").

### RECITALS:

- A. Dorna has the exclusive right to exploit the commercial rights in the MotoGP™ racing championship series (the "Championship") including the exclusive right to propose the MotoGP Championship locations and calendar and to award to promoters the rights to stage MotoGP events that count towards the Championship.
- 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 including all of the U.S. States contiguous with Texas, to host an event in the 2014 to 2017 MotoGP™ World Championships, the first of which is scheduled for April 11, 2014 (individually, an "Event", and collectively, the "Events"), with that race event counting as a round of the worldwide Championship.
- C. Article 5190.14, Section 5C, Vernon's Texas Civil Statutes (the "Act") provides that the Events are 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 "Rules") 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 December 11, 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 Dorna); the parties hereto acknowledge that CELOC applied to Dorna to be considered as, and Dorna has selected CELOC 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 and for purposes of the Act.
- F. Independent from this Agreement, Dorna has entered into a FIM Road Racing World Championship Grand Prix Promoters Contract, dated October 4, 2012 ("Race Contract") with Circuit of the Americas, LLC, a Delaware limited liability company ("Promoter) concerning the grant of certain rights to Promoter by Dorna and related obligations of Promoter to Dorna, and from Dorna 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 Events for Austin, Texas and to promote pay, finance or reimburse certain costs and expenses to secure, promote and hold the Events in Austin, Texas.

**In consideration of the foregoing and the agreements contained herein, CELOC and Dorna hereby agree as follows:**

- 1. No Affect on Other Agreements.** Nothing in this Agreement affects, modifies or amends the Race Contract or any other agreements entered into between Dorna and the Promoter.



**2. CELOC Obligations.** In accordance with the Act and consistent with its obligations under the City Agreement, CELOC hereby agrees with Dorna that CELOC hereby agrees to perform certain obligations and assumes and agree to perform, participate in or finance certain costs and expenses to bid for, promote and hold each Event at the COTA Track, including without limitation costs and expense of each such Events related to:

- (a) applying or bidding for selection of the COTA Track as the site of each such Event in Texas, including without limitation, payment or financing off 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 each Event, including without limitation, temporary stands, pavilions, hospitality facilities and other event facilities;
- (c) conducting each Event and other directly related activities, including without limitation, transportation, hospitality and health/safety services.

In connection with Section 2(a) above, CELOC shall pay, or cause to be paid, the sanction fees payable under the race Contract to Dorna for the rights to hold the each Event, which shall be applied as an Event sanction fee or rights fees as applicable thereunder. The parties acknowledge and agree that (i) Dorna will accept payment of such amount directly from CELOC on behalf of the Promoter or directly from the Promoter as 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 Dorna from CELOC or Promoter, as applicable; and (iii) any such amounts paid to Dorna by Promoter hereunder constitute a credit against the rights fees or sanction fees due in respect of each such Event. Further, CELOC shall exert commercially reasonable efforts to promote and conduct each Event, including participating in or financing the costs and expenses for the construction, rental or renovation of facilities that are directly attributable to promoting and holding each Event, including without limitation, temporary stands, pavilions, hospitality facilities and other event facilities, under Section 2(b) above and holding and operation of each 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, each such Event may not be conducted.

In addition, CELOC shall be obligated to Dorna to accomplish CELOC's responsibilities for environmental sustainability initiatives specified in Exhibit A of the City Agreement that are specific to and required for each such Event and to fulfill such other responsibilities in support of hosting such Events as may be specified in the City Agreement (as such agreement may be amended from time to time by CELOC and the City).

Nothing in this Agreement shall be interpreted or construed to obligate CELOC to pay any cost or expense to Dorna 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 another party. For the avoidance of doubt, (i) 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 and (ii) nothing in this Agreement shall waive, amend, or alleviate any of the Promoter's payment or non-payment obligations under the Race Contract.

**3. Representations and Assurances by CELOC.** CELOC does hereby represent and provide assurances to Dorna that CELOC (i) is a nonprofit corporation duly formed, validly existing and in good standing 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. Dorna Obligations.** Hereby confirms that it has designated Austin, Texas as the site for a stage of each of the 2014 through 2017 MotoGP™ World Championships and agrees to use good faith efforts to provide,

facilitate and promote each of the 2014 through 2017 Events at the COTA Track in Austin, Texas pursuant to the Race Contract and this Agreement.

**5. Payment and Withholding Documentation.** Dorna agrees that upon written request from CELOC following receipt by Dorna of any rights fees from CELOC, Dorna will provide, to CELOC such written documentation, such as copies of the invoices and similar proof of payments, 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 Dorna under this Agreement, it being understood that Dorna shall only invoice the Promoter for payments related with the Event. And, Dorna confirms that it shall provide a signed U.S. IRS Form W-8BEN to the Promoter, and to assist CELOC in evidencing that payments made by it (or on its behalf) under this Agreement to Dorna are not subject to U.S. source income withholding taxes, including by way of such amounts being non-U.S. source income or as qualification for an exemption under tax treaties between the United States of America and Spain, Dorna agrees to provide a copy of such signed U.S. IRS Form W-8BEN provided to the Promoter and other information or documentation acceptable to Dorna. Dorna 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 Dorna shall volunteer disclosure of such information, such disclosure shall be subject to observance by the recipients of such information of any confidentiality undertakings as Dorna prescribes, subject to Texas' Public Information Act (Chapter 552 of the Texas Government Code). All third party costs of Dorna associated with such assistance, including the fees and expenses of third party advisors, shall be promptly reimbursed by CELOC to Dorna 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, 2017; 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 or the City Agreement is terminated prior to such time. CELOC will promptly notify Dorna of any termination of the City Agreement that occurs during the term of this Agreement. Dorna 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.

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[SIGNATURE PAGE FOLLOWS]

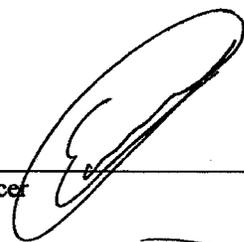
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Dated Effective: December 10th, 2013.

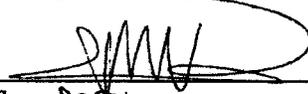
SIGNED by  
Dorna Sports, S.L.

ENRIQUE ALDAMO  
acting by an officer  
in the presence of :

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Officer

Witness

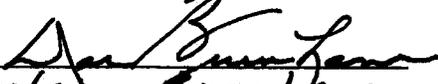
Signature:   
Name: AMPARO PORTO  
Address: 1 PRINCIPAL DE VERGARA, 183  
Date: Dec. 10th, 2013

SIGNED by  
Circuit Events Local  
Organizing Committee  
acting by a director  
in the presence of :

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Director

Witness

Signature:   
Name: Darlene Buchanan  
Address: 100 Congress St. #1300  
Date: Austin, TX 78701