

**EVENT SUPPORT CONTRACT  
(TUDOR UNITED SPORTSCAR CHAMPIONSHIP 2014 and 2015 EVENTS)**

This Event Support Contract (this "Agreement") is entered into by and between **CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE**, a Texas nonprofit corporation ("CELOC"), and **INTERNATIONAL MOTOR SPORTS ASSOCIATION, LLC**, a limited liability company incorporated under the laws of Florida ("IMSA"), as owner and operator of the TUDOR United SportsCar Championship (formerly known as the "American Le Mans Series") 2014 and 2015 Events (commonly known as "TUDOR") at the Circuit of the Americas.

**RECITALS:**

- A.** IMSA has the exclusive right to exploit the commercial rights in the TUDOR 2014 and 2015 events including the exclusive right to propose the TUDOR Event calendar and to award to promoters the right to stage the TUDOR 2014 and 2015 events
- B.** After a highly competitive process, a site in Austin, Texas, USA, (the "City") which site and facilities are known as the Circuit of the Americas ("COTA Facilities") was selected as the sole site in Texas, and including all of the United States of America to host the fall version of the TUDOR 2014 and 2015 events, currently scheduled for September 19-20, 2014 and September 19, 2015, as such schedule may change from time to time (each an "Event" and collectively, the "Events"). The Events are expected to consist of the principal competition events and music concerts and support activities and events, including without limitation, as set out on Exhibit "A", attached hereto and incorporated herein.
- C.** Article 5190.14, Section 5C, Vernon's Texas Civil Statutes (the "Act"), based on qualification of the Events under the Act, provides that the Event is eligible for funding ("Funds") from the Events Trust Fund (as applicable, the "Trust Fund") and, along with related administrative rules promulgated by the Texas Comptroller of Public Accounts in 34 TAC Chapter 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 resolution by the City Council of City (the "City Resolution") dated December 13, 2012, 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 the Act and Rules and as may be subsequently agreed by the City and CELOC.
- E.** As a condition to qualifying for participation under the Act, the Act requires an authorized local organizing committee to have entered into an event support contract with a qualified site selection organization (such as International Motor Sports Association, LLC); the parties hereto acknowledge that CELOC applied to IMSA to be considered as, and IMSA 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 of the Act and the Rules.
- F.** Independent from this Agreement, IMSA has negotiated and entered into a TUDOR United SportsCar Championship Sanction Agreement for the 2014 and 2015 Events (the "Race Contract") with Circuit of the Americas, LLC, a Delaware limited liability company ("Promoter") concerning the grant of certain rights to Promoter by IMSA and related obligations of Promoter to IMSA, and from IMSA to Promoter in respect of the Events. IMSA, as the site selection committee, and Promoter, as the host location of the Events, are the experts in planning and conducting the Events. Promoter is obligated to provide its COTA Facilities as the location and its staff to help administer the Events.
- G.** CELOC is obligated hereunder to pay certain specified expenses for the Events, including music talent and performances which is integral to the Events. Further, 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 and/or reimburse certain costs and expenses to secure, promote and hold the Events at the COTA Facilities and in Austin, Texas.

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

**1. No Effect on Other Agreements.** Nothing in this Agreement affects, modifies or amends, or will affect, modify or amend, the Race Contract or any other agreements entered into between IMSA and the Promoter.

**2. CELOC Payment and Reimbursement Obligations for the Events.** Consistent with its obligations under the City Resolution, CELOC hereby agrees with IMSA that CELOC will perform all necessary functions to conduct the Events and related activities and hereby assumes and agrees to pay, reimburse and/or finance certain costs and expenses incurred to apply and bid for, promote and conduct the Events and related activities, competitions, exhibitions, and music performances and other entertainment, both "onsite" at the COTA Facilities and at "off-site" locations of the Events in and around the city limits of Austin, Texas, according to the TUDOR standards, including, without limitation, obligations, costs and expense of the Events required or related to:

(a) applying, bidding or qualifying for selection of the COTA Facilities as the site of the Events in Texas, including without limitation:

- (i) the sanction fee, rights fee, transportation fees and costs for the Events;
- (ii) preparation and submittal of the applications, contracts and approvals for the Events;
- (iii) sponsor or organizer requirements, fees, expenses for the Events; and
- (iv) marketing and publicity for the Events, incurred prior to the Events.

Anticipated sanction fees, rights fees, transportation fees and costs, sponsor or organizer fees and expenses, marketing and publicity expenses for the Events, which are directly attributable to promoting and holding the Events, include, without limitation, those set out on Exhibit "B", attached hereto and incorporated herein.

(b) the transportation, construction, permitting, licensing, purchase, rental or modification of equipment, accommodations and facilities, that are directly attributable to promoting, qualifying, and holding the Events, including equipment, accommodations and facilities for music performances and entertainment conducted on-site and/or off-site as related to or a part of the Events, including without limitation:

(i) temporary or permanent improvements or modifications to traffic, medical, health and safety controls, logistics, vehicles, personnel and facilities required for the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events;

(ii) temporary or permanent improvements or modifications to food, beverage and other service equipment, accommodations and facilities required for the Events, staff and participant personnel, and related activities and music/entertainment concerts, performances, and other entertainment activities conducted on-site and/or off-site to support and related to the Events;

(iii) temporary or permanent improvements or modifications to grandstands, bleachers or other seating, stages, crowd control and protection facilities pavilions, portable restrooms, temporary facilities and equipment required for the Events and related activities and music/entertainment and Event facilities, including the on-site and off-site facilities; and

(iv) temporary or permanent improvements or modifications to race tracks, competition courses, ramps, jumps, stages and other competition, timing, judging or presentation facilities and equipment required for the Events and related activities and including music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events at on-site and off-site facilities.

Anticipated equipment, accommodations, improvements and facilities, which are directly attributable to promoting and holding the Events, including equipment, accommodations, improvements and facilities for the principal competition events, music concerts and support activities and events, including without limitation, as set out on Exhibit "C", attached hereto and incorporated herein.

(c) organizing, qualifying or conducting the Events and other directly related activities, including, without limitation:

(i) logistics, vehicles, transportation for and off-site shuttles of personnel and equipment for and service designation apparel for health/safety/traffic/crowd control services for the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events including at on-site and off-site locations and facilities;

(ii) logistics, vehicles, equipment, personnel, and fuel to transport participants, coaches, officials, judges, staffing and other competition personnel and equipment required to test, qualify and conduct the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events including at on-site and off-site locations and facilities;

(iii) off-site shuttles and transportation for attendees, participants, coaches, officials, dignitaries, and other personnel for the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events including at on-site and off-site locations and facilities

(iv) accommodations, food, logistics, utilities, video and transportation for production, broadcast operations and Event staffing and participants, coaches, officials and judges for the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events including at on-site and off-site locations and facilities;

(v) participant, officials and judges gift packages, medals, trophies, awards, for qualifying participants in the competition Events and related activities including at on-site and off-site locations and facilities, to the extent qualifying under the Act and Rules;

(vi) logistics, vehicles, transportation, green rooms, stages, lighting, video, sound, mixing and amplifying equipment, support and production utilities and services, performance, talent and musician fees, law enforcement, security and promotion for musicians, entertainers and support crews at musical concerts, performances, and other entertainment activities scheduled for and related to the Events, including at on-site and off-site locations and facilities; and

(vii) promotion, advertising buys and advertising for the Events and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Events.

Anticipated costs and expenses described in this Section 2(c) for the principal competition events, music concerts and support activities and events, include without limitation, those costs and expenses set out on Exhibit "D", attached hereto and incorporated herein.

The costs, expenses and fees listed on Exhibits "B", "C", and "D" are merely examples of potential expenditures or obligations of or by CELOC and are not intended to be exclusive or limiting in any way, but merely reflect those costs, expenses and fees that are anticipated by the parties as of the date of this Agreement. Such costs, expenses and fees may be modified or supplemented at any time by the parties, whether or not this Agreement is amended by the parties. In connection with the costs and expenses described in Section 2(a) through 2(c) above, CELOC shall either pay, or cause to be paid, such amounts directly to IMSA under this Agreement or as reimbursement to Promoter under the Race Contract (or Reimbursement Agreement) or directly to the provider of the services, goods or equipment. The parties acknowledge and agree that (i) IMSA will accept or credit payment of such amount directly from CELOC under this Agreement or on behalf of the Promoter, or any

directly from or by 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 directly 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 the costs and expenses described in Section 2(a) through 2(c) above received by IMSA from CELOC or Promoter, as applicable, such that no overlap or double payment is payable or made to IMSA; and (iii) any such amounts paid to IMSA by Promoter hereunder constitute a credit against the costs and expenses described in Section 2(a) through 2(c) above due in respect of such 2014 and 2015 Events. Further, CELOC shall exert its commercially reasonable efforts to promote and conduct the 2014 and 2015 Events, including bearing the costs of 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 Events, including, without limitation, temporary traffic controls, grandstands, pavilions, health/safety 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, and health/safety services, Event and music/entertainment activities under Section 2(c) above.

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 IMSA 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 out of the Trust Fund to pay directly or provide reimbursement to the party seeking such reimbursement. 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 to the party properly incurring or invoicing same, 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. Further, any amounts owed to IMSA under this Agreement by CELOC and the available funds received from the Trust Fund shall be credited and reduced by any payments made by CELOC out of the Trust Fund to COTA (or directly to another vendor) under the Reimbursement Agreement, such that CELOC's maximum combined obligation under this Agreement and the Reimbursement Agreement does not exceed the funds received by CELOC from the Trust Fund for the Event.

**3. Representations and Assurances by CELOC.** CELOC does hereby represent and provide assurances to IMSA 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. IMSA Obligations.** IMSA hereby confirms that it has designated Austin, Texas as the site for a stage of the 2014 and 2015 TUDOR United SportsCar Championship and agrees to use good faith efforts to provide, facilitate and promote the 2014 and 2015 Events at the COTA Facilities in Austin, Texas pursuant to the Race Contract and this Agreement.

**5. Payment and Withholding Documentation.** IMSA agrees that (i) upon written request from CELOC following receipt by IMSA of any rights fees from or on behalf of CELOC, IMSA 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 IMSA and (ii) upon written request from CELOC, IMSA 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 Agreement, IMSA 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 IMSA shall volunteer disclosure of such information, such disclosure shall be subject to observance by the recipients of such information of any confidentiality undertakings as IMSA prescribes, subject to Texas' Public Information Act (Chapter 552 of the Texas Government Code). All third party costs of IMSA associated with such assistance, including the fees and expenses of third party advisors, shall be promptly reimbursed by CELOC to IMSA (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, 2015.

**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 Agreement 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 Agreement. 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: September 16, 2014.

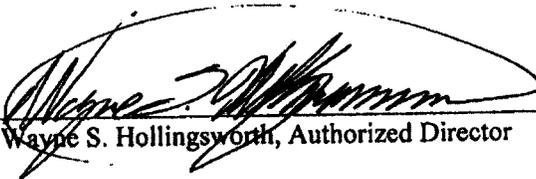
SIGNED by )  
International Motor Sports Association, LLC )  
acting by a director )  
in the presence of: )

  
\_\_\_\_\_  
ED BENNETT, CEO AND DIRECTOR

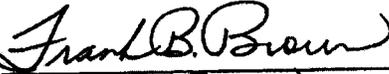
Witness

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

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

  
\_\_\_\_\_  
Wayne S. Hollingsworth, Authorized Director

Witness

Signature:   
Name: FRANK B. BROWN  
Address: 100 Congress Avenue, Ste 1300, Austin, Tx 78701

**EXHIBIT "A"**

**List of Events, Concerts and Support Events**

Feature Races

- TUDOR United SportsCar Championship

Support Races

- CONTINENTAL TIRE SPORTSCAR CHALLENGE & PORSCHE GT3 CUP CHALLENGE  
USA BY YOKOHAMA

Thursday, September 18, 2014

- 10:30 am – 9:30 pm Gates Open/Close
- 8:00 am - 8:30 am PRACTICE #1 - GT3 CUP
- 8:45 am - 9:45 am PRACTICE #1 – CTSC
- 10:35 am - 11:15 am PRACTICE #2 - GT3 CUP
- 11:25 am - 12:05 pm Pit Walk (Pit Lane - Access from Paddock)
- 12:55 pm - 1:55 pm PRACTICE #2 - CTSC
- 2:10 pm - 2:30 pm QUALIFYING - GT3 CUP
- 4:30 pm - 4:45 pm QUALIFYING - CTSC ST
- 5:00 pm – 7:30 pm (panel @ 6:00 pm) - Green Panel
- 5:00 pm - 5:15 pm QUALIFYING - CTSC GS
- 5:30 pm - 6:30 pm Practice #1 - TUDOR Championship (All Classes)

Friday, September 19, 2014

- 7:30 am – 9:00 pm Gates Open/Close
- 8:00 am - 8:45 am RACE #1 - GT3 CUP - 45 MINUTES
- 9:00 am - 10:00 am Practice #2 – TUDOR Championship (All Classes)
- 11:35 am - 12:05 pm PRE-RACE FAN PIT LANE WALK & OPEN GRID – CTSC (PIT LANE  
- ACCESS FROM PADDOCK)
- 12:20 pm - 2:50 pm RACE - CTSC - 150 MINUTES
- 3:00 pm – 3:30 pm Driver Autograph Session – GT3 CUP (Paddock)
- 3:20 pm - 4:20 pm Practice #2 - TUDOR Championship (All Classes)
- 4:30 pm - 4:45 pm Qualifying - TUDOR Championship (GTD)
- 4:50 pm - 5:05 pm Qualifying - TUDOR Championship (GTLM)
- 5:15 pm - 5:30 pm Qualifying - TUDOR Championship (PC)
- 5:35 pm - 5:50 pm Qualifying - TUDOR Championship (P)
- 7:25 pm - 8:10 pm RACE #2 - GT3 CUP - 45 MINUTES

Saturday, September 20, 2014

- 8:00 am – 11:30 pm Gates Open/Close
- 8:40 am – 9:00 am Warm Up – TUDOR Championship (All Classes)
- 9:30 am - 10:15 am Driver Autograph Session - TUDOR Championship (Paddock – TUDOR Team Transporters)
- 9:30 am - 10:15 am Driver Autograph Session - FIA WEC (Paddock – Behind Pit Garages)
- 10:00 am - 10:30 am TUDOR Championship Live Auction benefitting Austin Hatcher Foundation (Paddock – Krohn Racing Garage #18)
- 10:40 am – 11:20 am TUDOR Championship Pre-Race Ceremonies
- 10:40 am- 11:20 am Open Grid Fan Walk (Pit Lane – Access from Paddock)
- 11:35 am - 2:20 pm Race - TUDOR United SportsCar Championship (Round 12) - 2 Hours 45 Minutes
- 3:00 pm - 4:30 pm Performance by Blue Oyster Cult (Austin360 Amphitheater)
- 6:00 pm – 6:30 pm Performance by Mike Barfield The Tyrant of Texas Funk (Airstream Stage)
- 7:00 pm – 7:30 pm Performance by Mike Barfield The Tyrant of Texas Funk (Airstream Stage)
- 8:00 pm – 8:45 pm Performance by Wayne The Train Hancock (Airstream Stage)
- 9:00 pm – 10:00 pm Performance by Brownout (Airstream Stage)
- 9:00 pm Fireworks Display

\*Schedule subject to change.

#### Activities & Concerts

Live Music - September 20th, 2014

- 3PM-4PM Blue Oyster Cult Austin360 Amphitheater Stage
- 6PM-6:30PM: Mike Barfield the Tyrant of Texas Funk
- 7PM-7:30PM: Mike Barfield the Tyrant of Texas Funk
- 8PM-8:45PM: Wayne “the Train” Hancock
- 9PM-10PM: Brownout

#### Activities

- Cornhole – Thursday, Friday, Saturday – gates open till close
- Sidewalk Chalk - Thursday, Friday, Saturday – gates open till close
- eXcape Racing Simulators – Friday, 12-5pm CT, Saturday, 12-8pm CT
- The Racing Bug – Friday, 12-5pm CT, Saturday, 12-8pm CT
- Armadillo Racing – Saturday, 12-8pm CT
- Caricature Artists – Saturday, 12-8pm CT
- Cowboy Don - Saturday, 12-8pm CT (roving)
- Face Painting - Saturday, 12-8pm CT
- Mechanical Bull - Saturday, 12-8pm CT

- Rodeo Roper - Saturday, 12-8pm CT
- Pétanque – Saturday, 12-8pm CT
- Texas Longhorns - Saturday, 12-8pm CT
- Trick Roper - Saturday, 12-8pm CT

**EXHIBIT "B"**

**Anticipated Sanction Fees, Rights Fees, Transportation Fees and Costs Sponsor or Organizer Fees and Expenses, Marketing and Publicity Expenses**

International Motor Sports Assoc. LLC - Sanction Fee	\$400,000
Calendar Listing Fee – Accus	\$33,040
Transportation, traffic control	\$25,200 - \$33,600
Marketing	\$16,800-28,000
	\$
<b>TOTALS</b>	<b>\$475k-\$494</b>

**EXHIBIT "C"**

**Anticipated Equipment, Accommodations, Improvements and Facilities**

<b>Forklifts and other heavy equipment</b>	<b>\$16,800-\$28,000</b>
<b>Light towers, spot towers, night safety</b>	<b>\$8,400-\$16,800</b>
<b>Latrines</b>	<b>\$9,520-\$14,000</b>
<b>Generators</b>	<b>\$39,200-\$44,800</b>
<b>Rental furniture</b>	<b>\$22,400-\$28,000</b>
<b>Event Signage – City of Austin Dept. of Trans.</b>	<b>\$11,200-\$14,000</b>
<b>Event Signage - others</b>	<b>\$2,800-\$5,600</b>
<b>Golf carts</b>	<b>\$8,400-\$14,000</b>
<b>Accommodations</b>	<b>\$11,200-\$22,400</b>
<b>Security</b>	<b>\$8,400-\$14,000</b>
<b>TOTALS</b>	<b>\$138k-\$202k</b>