EVENT SUPPORT CONTRACT
(FIA WORLD ENDURANCE CHAMPIONSHIP 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 Le Mans Endurance Management, a company incorporated under the laws of France ("LMEM"), as owner and operator of the FIA World Endurance Championship 2013 Event (commonly known as "WEC") at the Circuit of the Americas.

RECITALS:

A. Le Mans Endurance Management has the exclusive right to exploit the commercial rights in the World Endurance Championship ("Championship") including the exclusive right to propose the World Endurance Championship calendar and to award to promoters the right to stage the World Endurance 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 including all of the U. S. states contiguous with Texas to host an event in the 2013 World Endurance 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 FIA World Endurance Championship); the parties hereto acknowledge that CELOC applied to Le Mans Endurance Management to be considered as, and Le Mans Endurance Management 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.

F. Independent from this Agreement, Le Mans Endurance Management has entered into a World Endurance Championship Sanction Agreement for the 2013 Event (the "Race Contract") with Circuit of the Americas, LLC, a Delaware limited liability company ("Promoter) concerning the grant of certain rights to Promoter by Le Mans Endurance Management and related obligations of Promoter to Le Mans Endurance Management, and from Le Mans Endurance Management 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 Le Mans Endurance Management 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 Le Mans Endurance Management and the Promoter.

2. CELOC Obligations. In accordance with the Act and consistent with its obligations under the City Agreement, CELOC hereby agrees with Le Mans Endurance Management 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 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 the Event, including without limitation, temporary traffic controls, grandstands, pavilions, hospitality facilities and other event facilities; or

(c) organizing or conducting the 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 to Le Mans Endurance Management 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. The parties acknowledge and agree that (i) Le Mans Endurance Management 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 Le Mans Endurance Management from CELOC or Promoter, as applicable; and (iii) any such amounts paid to Le Mans Endurance Management by Promoter hereunder constitute a credit against the rights fees or sanction fees due in respect of such 2013 Event. 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.

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 Le Mans Endurance Management 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, (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.

3. Representations and Assurances by CELOC. CELOC does hereby represent and provide assurances to Le Mans Endurance Management 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. Le Mans Endurance Management Obligations. Le Mans Endurance Management hereby confirms that it has designated Austin, Texas as the site for a stage of the 2013 World Endurance Championship Series 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. Le Mans Endurance Management agrees that (i) upon written request from CELOC following receipt by Le Mans Endurance Management of any rights fees from or on behalf of CELOC, Le Mans Endurance Management 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 Le Mans Endurance Management and (ii) upon written request from CELOC, World Endurance 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, a sample form of which is attached as Appendix A to this Agreement, to assist CELOC in evidencing that payments made by it (or on its behalf) under this Le Mans Endurance Management 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 Le Mans Endurance Management shall volunteer disclosure of such information, such disclosure shall be subject to observance by the recipients of such information of any confidentiality undertakings as Le Mans Endurance Management prescribes, subject to Texas' Public Information Act (Chapter 552 of the Texas Government Code). All third party costs of Le Mans Endurance Management associated with such assistance, including the fees and expenses of third party advisors, shall be promptly reimbursed by CELOC to Le Mans Endurance Management (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.

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.

(Signature page(s) follow.)

Dated Effective: July 8, 2013, but formalized, signed and delivered on August ____, 2013.

SIGNED by)
Le Mans Endurance Management)
acting by a director)
in the presence of:)

NESEU GERARD, Director

Witness

Signature: _____
Name: Cedric Vialle
Address: Frue Leo Delibes
Date: 19/09/13

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

Wayne S. Hollingsworth, Authorized Director

Witness

Signature: _____
Name: _____
Address: _____

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APPENDIX A
IRS FORM W-8BEN

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP
Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*	
• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) | Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 25047Z Form **W-8BEN** (Rev. 2-2006)

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