

**EVENT SUPPORT CONTRACT
(FIA WORLD ENDURANCE CHAMPIONSHIP 2014 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 2014 Event (commonly known as "WEC") at the Circuit of the Americas.

RECITALS:

- A. LMEM has the exclusive right to exploit the commercial rights in the WEC 2014 event including the exclusive right to propose the WEC Event calendar and to award to promoters the right to stage the WEC 2014 event
- 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 WEC 2014 event, currently scheduled for September 19-20, 2014, as such schedule may change from time to time (the "Event"). The Event is 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 Event 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 Event 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 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 Event 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, Le Mans Endurance Management has negotiated and entered into a World Endurance Championship Sanction Agreement for the 2014 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 Event.
- G. CELOC is obligated hereunder to pay certain specified expenses for the Event, including music talent and performances which is integral to the Event. 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 Event for Austin, Texas and to promote, pay, finance and/or reimburse certain costs and expenses to secure, promote and hold the Event at the COTA Facilities and 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, or will affect, modify or amend, the Race Contract or any other agreements entered into between Le Mans Endurance Management and the Promoter.

2. CELOC Payment and Reimbursement Obligations for the Event. Consistent with its obligations under the City Resolution, CELOC hereby agrees with Le Mans Endurance Management that CELOC will perform all necessary functions to conduct the Event 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 Event and related activities, competitions, exhibitions, and music performances and other entertainment, both "onsite" at the COTA Facilities and at "off-site" locations of the Event in and around the city limits of Austin, Texas, according to the WEC standards, including, without limitation, obligations, costs and expense of the Event required or related to:

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

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

Anticipated sanction fees, rights fees, transportation fees and costs, sponsor or organizer fees and expenses, marketing and publicity expenses for the Event, which are directly attributable to promoting and holding the Event, 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 Event, 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 Event, 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 Event and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event;

(ii) temporary or permanent improvements or modifications to food, beverage and other service equipment, accommodations and facilities required for the Event, 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 Event;

(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 Event 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 Event and related activities and including music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event at on-site and off-site facilities.

Anticipated equipment, accommodations, improvements and facilities, which are directly attributable to promoting and holding the Event, 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 Event 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 Event and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event 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 Event and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event 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 Event and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event 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 Event and related activities and music/entertainment concerts, performances, and other entertainment activities scheduled for and related to the Event 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 Event 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 Event, including at on-site and off-site locations and facilities; and

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

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 LMEM 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) Le Man's Endurance Management 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 Le Mans Endurance Management from CELOC or Promoter, as applicable, such that no overlap or double payment is payable or made to LMEM; and (iii) any such amounts paid to Le Mans Endurance Management 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 Event. Further, CELOC shall exert its commercially reasonable efforts to promote and conduct the 2014 Event, 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 Event, 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 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 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 LMEM 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 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 Event.

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 2014 World Endurance Championship Series and agrees to use good faith efforts to provide, facilitate and promote the 2014 Event at the COTA Facilities 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 Agreement, 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, 2014.

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.

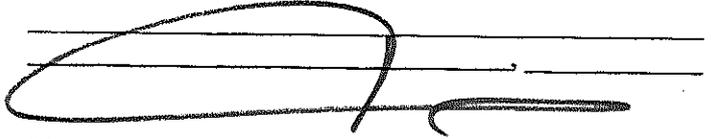
10. Execution. A facsimile, emailed or other electronic delivery of a signed copy of this Agreement will be deemed the delivery of an original and such facsimile, email or other electronic copy will be enforceable in all respects as if an executed original of this Agreement. This Agreement may be executed 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
Le Mans Endurance Management
acting by an director or officer
in the presence of:

)
)
)
)

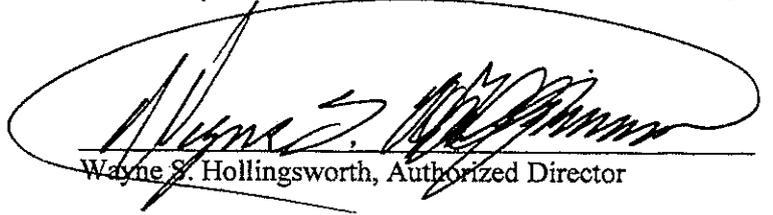


Signature: _____
Name: NEVEU, GERARD CEO
Address: 7 rue DELICES
75016 PARIS FRANCE

Witness

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

)
)
)
)
)



Wayne S. Hollingsworth, Authorized Director

Witness

Signature: Frank B. Brown
Name: FRANK B. BROWN
Address: 100 Congress Ave, Ste 1300, Austin,
TX 78701

**APPENDIX A
IRS FORM W-8BEN**

Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ For use by individuals. Entities must use Form W-8BEN-E.
▶ Information about Form W-8BEN and its separate instructions is at www.irs.gov/formw8ben.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual **instead, use Form: W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- A person acting as an intermediary **W-8IMY**

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 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
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6 Foreign tax identifying number (see instructions)
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 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 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:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution.
 - The person named on line 1 of this form is not a U.S. person.
 - 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 applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income.
 - The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
 - 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. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2014)

EXHIBIT "A"

List of Events, Concerts and Support Events

Feature Races

- FIA World Endurance Championship

Thursday, September 18, 2014

- 10:30 am – 9:30 pm Gates Open/Close
- 2:45 pm - 4:15 pm Free Practice #1 - FIA WEC
- 7:30 pm - 9:00 pm Free Practice #2 - FIA WEC

Friday, September 19, 2014

- 7:30 am – 9:00 pm Gates Open/Close
- 10:20 am - 11:20 am Free Practice #3 - FIA WEC
- 11:35 am - 12:05 pm PRE-RACE FAN PIT LANE WALK & OPEN GRID – CTSC (PIT LANE - ACCESS FROM PADDOCK)
- 6:00 pm - 6:25 pm Qualifying - FIA WEC (LMGTE-PRO/LMGTE-AM)
- 6:35 pm - 7:00 pm Qualifying - FIA WEC (LMP1/LMP2)

Saturday, September 20, 2014

- 8:00 am – 11:30 pm Gates Open/Close
- 9:30 am - 10:15 am Driver Autograph Session - FIA WEC (Paddock – Behind Pit Garages)
- 10:40 am- 11:20 am Open Grid Fan Walk (Pit Lane – Access from Paddock)
- 3:00 pm - 4:30 pm Performance by Blue Oyster Cult (Austin360 Amphitheater)
- 4:30 pm – 4:50 pm FIA WEC Pre-Race Ceremonies
- 5:00 pm - 11:00 pm Race - FIA WEC - 6 Hours
- 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

Race Requirements – Le Mans Endurance Mgt	\$275,000
Calendar Listing Fee – Accus	\$25,960
Transportation, traffic control	\$19,800 - \$26,400
Marketing	\$13,200-50,000
	\$
	\$
	\$
TOTALS	\$334k - \$349k

EXHIBIT "C"

Anticipated Equipment, Accommodations, Improvements and Facilities

Forklifts and other heavy equipment	\$13,200-\$22,000
Light towers, spot towers, night safety	\$6,600-\$13,200
Latrines	\$7,480-\$11,000
Generators	\$30,800-\$35,200
Rental furniture	\$17,600-\$22,000
Event Signage – City of Austin Dept. of Trans.	\$8,800-\$11,000
Event Signage - others	\$2,200-\$4,400
Golf carts	\$6,600-\$11,000
Accommodations	\$8,800-\$17,600
Security	\$6,600-\$11,000
TOTALS	\$109k - \$158k

EXHIBIT "D"

Anticipated Costs and Expenses Described in Section 2(c)

Medical services, EMS	\$22,000-\$26,400
Event Staffing Costs	\$37,400-\$48,400
Staff Meals	\$8,800-\$13,200
Modular spaces	\$15,400-\$17,600
	\$
TOTALS	\$84k - \$106k