

**EVENT SUPPORT CONTRACT  
( X GAMES 2014 – 2017 EVENT)**

This Event Support Contract (this "Agreement") is entered into by and between CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE, a Texas non-profit corporation ("CELOC"), and ESPN Productions, INC incorporated under the laws of Delaware ("ESPN"), as organizer and site selection organization for the X Games 2014 - 2017 Event (commonly known as (the " X Games).

**RECITALS:**

A. ESPN has the exclusive right to exploit the commercial rights in the X Games 2014 – 2017, including the exclusive right to propose the X Games 2014 – 2017 Event calendar and to award to promoters the right to stage the X Games 2014 - 2017 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 the United States of America to host the full summer version of the X Games 2014 – 2017, currently scheduled for June 5 - 8, 2014 with exact dates to be determined for 2014-2017, 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 the resolution by the City Council of City (the "City Resolution"), dated May 23, 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 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 enter into an "event support contract" with a qualified site selection organization (such as ESPN Productions Inc.); and, the parties hereto acknowledge that CELOC applied to ESPN to be considered as, and ESPN 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, ESPN has negotiated and entered into a contract with Circuit of the Americas, LLC, a Delaware limited liability company ("Promoter") to host the 2014 - 2017 Event (the "Event Contract") concerning the grant of certain rights to Promoter by ESPN and related obligations of Promoter to ESPN, and from ESPN to Promoter in respect of the Events. ESPN, as the site selection committee, and Promoter, as the host location of the Events, are the experts in planning and conducting the Events. ESPN is obligated to hold the Events, market the Events and exert best efforts to provide quality participants for the Events. Promoter is obligated to provide its LOTA 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, 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 ESPN 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 Event Contract or any other agreements entered into between ESPN and the Promoter.

**2. CELOC Payment and Reimbursement Obligations for the Events.** Consistent with its obligations under the City Resolution, CELOC hereby agrees with ESPN 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 Track and at "off-site" locations of the Events in and around the city limits of Austin, Texas, according to the ESPN X Games 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 Track 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 ESPN Productions Inc. under this Agreement or as reimbursement to Promoter under the Event Contract (or Reimbursement Agreement) or directly to the provider of the services, goods or equipment. The parties acknowledge and agree that (i) ESPN 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 Event Contract, for any payment of the costs and expenses described in Section 2(a) through 2(c) above received by ESPN from CELOC or Promoter, as applicable, such that no overlap or double payment is payable or made to ESPN; and (iii) any such amounts paid to ESPN 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 – 2017 Events. Further, CELOC shall exert its commercially reasonable efforts to promote and conduct the 2014 – 2017 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 ESPN 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.

**3. Representations and Assurances by CELOC.** CELOC does hereby represent and provide assurances to ESPN that CELOC (i) is a non-profit 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. ESPN Obligations.** ESPN hereby confirms that it has designated the City as the site for the X Games 2014 – 2017 Events (to include, without limitation, Skateboarding, BMX, RallyCross, and Moto X) and agrees to use good faith efforts to provide, facilitate and promote the 2014 - 2017 Event at the COTA Facilities in the City pursuant to the Event Contract and this Agreement.

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

**6. Term.** The term of this Agreement shall commence upon the effective date set out below and shall continue until December 31, 2017.

**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: June 3, 2014.

SIGNED by )  
ESPN, a Delaware corporation )  
acting by an officer )  
in the presence of: )

By:   
Printed Name: Scott Guglielmino  
Title SVP, Programming & X Games

WITNESSED BY:

Signature: Linda K Moore  
Name: Linda K. Moore  
Address: Bristol, CT 06010  
Date: \_\_\_\_\_

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

  
Wayne S. Hallagarty Authorized Director

WITNESSED BY:

Signature: Michelle A. Johnson  
Name: Michelle A. Johnson  
Address: Austin, TX  
Date: 6/3/14

**EXHIBIT "A"**

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

	<u>Location</u>	<u>Competition/Concert/Supporting</u>
<b>Wednesday, June 4</b>		
6:00pm	<u>101X's X Games Austin Kick Off Bash The Belmont</u>	Downtown Supporting Event
<b>Thursday, June 5</b>		
5:00pm	<u>Tony Hawk &amp; Friends Demo Downtown</u>	Downtown Supporting Event
6:30pm	<u>Skateboard Vert (Round One) Downtown</u>	Downtown Competition
8:10pm	<u>BMX Vert FINAL Downtown</u>	Downtown Competition
9:10pm	<u>Skateboard Vert FINAL Downtown</u>	Downtown Competition
10:00pm	<u>Myspace Presents: Holy Ghost!</u>	Downtown Supporting Event
<b>Friday, June 6</b>		
12:00pm	<u>BMX Street FINAL Street</u>	COTA Competition
1:15pm	<u>Featherface KUTX Stage</u>	COTA Concert
1:30pm	<u>FMLYBND Austin360 Amphitheater</u>	COTA Concert
1:35pm	<u>Battle of the Bands: Super bob Sound Factory Stage</u>	COTA Band Competition
2:00pm	<u>Skateboard Street Men's Elimination Street</u>	COTA Competition
3:45pm	<u>Five Knives - DJ Set Velocity Lounge</u>	COTA Concert
4:00pm	<u>Enduro X Men's and Women's FINAL Moto X / Rally / Super Trucks</u>	COTA Competitions
4:15pm	<u>Leopold and His Fiction KUTX Stage</u>	COTA Concert
6:30pm	<u>Battle of the Bands: Oh, Rhien Sound Factory Stage Slightly Stoopid Austin360 Amphitheater</u>	COTA Band Competition & Concert
6:30pm	<u>Battle of the Bands: 5 Years and Counting Sound Factory Stage</u>	COTA Band Competition
7:00pm	<u>Luminox Velocity Lounge</u> <u>X Best Whip and Step Up FINAL Moto X / Rally / Super Trucks</u>	Moto COTA Concert & Competitions
7:15pm	<u>Black Pistol Fire KUTX Stage</u>	COTA Concert
7:30pm	<u>Skateboard Big Air FINAL Big Air</u>	COTA Competition
8:30pm	<u>Candyland Velocity Lounge</u>	COTA Concert
10:00pm	<u>Dillon Francis Austin360 Amphitheater</u>	COTA Concert
11:15pm	<u>Pretty Lights Austin360 Amphitheater</u>	COTA Concert
<b>Saturday, June 7</b>		
11:00am	<u>BMX Dirt FINAL Dirt</u>	COTA Competition
12:00pm	<u>Battle of the Bands: Black Heart Saints Sound Factory Stage</u>	COTA Band Competition

12:30pm	<u>RallyCross: Round 1 / LCQ / FINAL Moto X / Rally / Super Trucks</u>	COTA	Competitions
1:00pm	<u>Auto Body Velocity Lounge</u>	COTA	Concert
1:16pm	<u>Magna Carta KUTX Stage</u>	COTA	Concert
2:00pm	Battle of the Bands: Collin Gee Sound Factory Stage Wavves Austin360 Amphitheater	COTA	Band Competition & Concert
2:30pm	<u>Skateboard Park FINAL Park</u>	COTA	Competition
3:15pm	<u>English Teeth KUTX Stage</u>	COTA	Concert
4:00pm	Moto X Speed & Style FINAL Moto X / Rally / Super Trucks Jayceeoh Velocity Lounge	COTA	Competitions & Concert
5:00pm	Battle of the Bands: Almost Kings Sound Factory Stage Bad Religion Austin360 Amphitheater	COTA	Band Competition & Concert
6:30pm	<u>Battle of the Bands: Vinyl Dharma Sound Factory Stage</u>	COTA	Band Competition
7:00pm	Mystery Skulls Velocity Lounge Moto X Freestyle FINAL Moto X / Rally / Super Trucks	COTA	Concert & Competitions
7:16pm	<u>Not In The Face KUTX Stage</u>	COTA	Concert
8:30pm	Cash Cash Velocity Lounge BMX Big Air FINAL Big Air	COTA	Concert & Competition
10:00pm	<u>Mac Miller Austin360 Amphitheater</u>	COTA	Concert
11:20pm	<u>Kanye West Austin360 Amphitheater</u>	COTA	Concert

**Sunday, June 8**

11:00am	MLG Semifinal #1 MLG Tent BMX Park FINAL Park	COTA	Competitions
11:30am	<u>Mirror Travel KUTX Stage</u>	COTA	Concert
12:30pm	Paris Blohm Velocity Lounge Semifinal #2 MLG Tent Stadium SUPER Trucks FINAL Moto X / Rally / Super Trucks	MLG COTA	Concert & Competitions
1:00pm	<u>Skateboard Street Women's FINAL Street</u>	COTA	Competition
1:16pm	<u>Emily Wolfe KUTX Stage</u>	COTA	Concert
2:30pm	<u>Mayer Hawthorne</u>	COTA	Concert
3:15pm	<u>Little Radar KUTX Stage</u>	COTA	Concert
3:30pm	MLG Bronze Medal Match MLG Tent Skateboard Street Men's FINAL Street	COTA	Competitions
5:00pm	Battle of the Bands Final Sound Factory Stage MLG Gold Medal Match MLG Tent	COTA	Band Competition & Competition
5:16pm	Moto X Demo Moto X / Rally / Super Trucks My Jerusalem KUTX Stage	COTA	Competitions & Concert
6:00pm	<u>Gary Clark Jr. Austin360 Amphitheater</u>	COTA	Concert
7:45pm	<u>The Flaming Lips Austin360 Amphitheater</u>	COTA	Concert

**EXHIBIT "B"**

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

Sport Organizer Fees - \$900,000 - \$1,000,000 (Rallycross, Skateboard, BMX, MotoX, and Off Road Trucks)

Air Transportation costs - \$200,000 - \$300,000

Ground Transportation costs - \$150,000 - \$200,000

Local Marketing and Publicity Expenses - \$400,000 - \$500,000

Totals - \$1,650,000 - \$2,000,000

**EXHIBIT "C"**

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

TV Broadcast Equipment - \$1,300,000 - \$1,400,000

Scaffolding - \$900,000 - \$1,000,000 (Add'l temp bleachers, Course/Ramp sub-structures, and misc. structures)

Plywood - \$200,000 - \$250,000 (F1 track protection)

Dirt - \$200,000 - \$300,000 (BMX dirt course and MotoX courses)

Course/Ramp construction expenses \$700,000 - \$800,000 (Vert, Big Air, Park, Street)

Accommodations - \$1,300,000 - \$1,400,000

Totals - \$4,600,000 - \$5,150,000

**EXHIBIT "D"**

**Anticipated Costs and Expenses Described in Section 2(c)**

Talent Fees (Music) - \$1,700,000 - \$1,800,000

Music Stages Production - \$200,000 - \$300,000

Event Production - \$1,000,000 - \$1,100,000 (Audio, Video, Power, Lighting, Cameras/Content for Jumbotrons)

Totals - \$2,900,000 - \$3,200,000