Effective date: July 31, 2011

Agreement
City of Austin
Circuit Events Local Organizing Committee

The City of Austin, a home-rule municipal corporation located in Hays, Travis, and Williamson Counties, in the State of Texas, (City) acting through its duly authorized agent the City Manager, and Circuit Events Local Organizing Committee, a Texas non-profit corporation, (CELOC) acting through its duly authorized agent or officer, enter into this Agreement (Agreement) on June 29, 2011, upon the terms and conditions set forth below.

RECITALS:

1. During the 81st Legislative Session, the Texas Legislature appropriated the amount of $25,000,000 for the state fiscal biennium beginning September 1, 2009 for the purpose of attracting and securing eligible events pursuant to the terms of Tex. Rev. Civ. Stat. Art. 5190.14 § 5A, the Major Events Trust Fund (Act) and related rules at 34 Tex. Admin. Code Chapter 2 Subchapter A (Rules).

2. The Act at 5A(r) and (s) authorizes the Texas Comptroller of Public Accounts (Comptroller or State) to enter into an interlocal agreement with a city that contains a site selected by a site selection organization for one or more events (Endorsing Municipality), such as the City of Austin, for purposes of establishing a Major Events Trust Fund (METF) that makes City and State funds available up to one year in advance of an event to attract and secure the Formula One automobile race (Event) for the State of Texas.

3. The Act at 5A(r) and (s) authorizes the interlocal agreement to have a term of up to ten years, with funds in the METF held from year-to-year for future Events.

4. The Act at 5A(b) and (b-1) authorizes an Endorsing Municipality or a local organizing committee (Local Organizing Committee) to request each year that the Comptroller estimate the incremental increases in certain local taxes (Local Increment) and state taxes (State Increment) that will be attributable to the Event.

5. The Act at 5A(d) and (d-1) authorizes the City, or its designee, to fund the METF in an amount up to the estimated Local Increment and, under this Agreement, CELOC, as the City's exclusive designee, has agreed and committed to fund the Local Increment on behalf of the City; the Act at 5A(f) authorizes the State to fund the METF with $6.25 for each dollar of estimated Local Increment, but not more than the estimated State Increment.

6. The Act at 5A(d-1) and (e) authorizes the City to determine whether the Local Increment will come from sales, use, and mixed beverage tax collected and retained by the State; hotel occupancy tax collected and remitted by the City; surcharges; any other source; or any combination of sources and, under this Agreement, CELOC has agreed and committed to fund the Local Increment on behalf of the City.

7. If CELOC does not fund the Local Increment on behalf of the City, the City may terminate (i) this Agreement, under Section 29 below, and (ii) the Interlocal.

8. The Act at 5A(h) authorizes disbursements from the METF to the City or its designee and State to fulfill Event-related obligations and at 5A(k) authorizes disbursements to CELOC as the "Local Organizing Committee" on the prior approval of the City.

9. The parties acknowledge and agree that City will solely and exclusively utilize CELOC as its designee (Designee) to provide the Local Increment, and that this Agreement does not affect Comptroller's responsibility to provide City's tax revenues to the City. This agreement does not require the expenditure of City funds into the METF. To provide funds for Future Events, City has requested that CELOC as its designee have the right, at the conclusion of the 2012 Event and all Future Events, to submit additional amounts to the Comptroller for the purpose of replenishing the Local Increment to the Formula 1 METF.

10. On June 1, 2011, the City received a letter from the Event "Site Selection Organization", confirming that, after an international highly competitive selection process, the Site Selection Organization has chosen Austin as the sole location for the Event from 2012 to 2021.

11. On June 3, 2011, CELOC incorporated as a Texas non-profit corporation; and, per its Certificate of Formation, its purpose includes assisting with the organization, administration, management, promotion, facilitation, and operation related to hosting the Event and promoting the public interest of the City of Austin, Travis County, and the State of Texas.

12. On June 6, 2011, the CELOC Board of Directors voted unanimously to request, and has submitted a formal letter requesting, that the City (i) act as the Endorsing Municipality for purposes of establishing a METF for the Event, and (ii) authorize CELOC to submit a request to the Comptroller to determine the incremental increase in the receipts of various taxes.

13. On June 29, 2011, the City of Austin entered into an interlocal agreement (Interlocal) with the State of Texas as an Endorsing Municipality, requesting establishment of the METF and referencing this document.

AGREEMENT

14. Agreement Purpose.

The purpose of this Agreement is to establish the parties' authority, rights, and responsibilities with respect to the application to the Comptroller for creation of a METF, the funding of the METF, and disbursements from that account for the 2012-2021 Events ~~and upon termination of the Interlocal.~~ This Agreement does not constitute City approval

for any permits or licenses that may be needed by CELOC or any other entity to hold this event.

15. Term.

If the Comptroller approves creation of the METF for the Event, this Agreement shall remain in effect until 90 days after the 2012 Event, with automatic one-year renewals, terminating 90 days after the Event in the year 2021 (Term), unless terminated sooner only in accordance with the terms of Sections 27 or 29 of this Agreement.

16. City Authority.

The City has the authority to enter into this Agreement in accordance with the terms of the Act and pursuant to the approval of City Council on June 29, 2011. No City appropriation is necessary for performance of this Agreement.

17. City Responsibilities.

A. City responsibilities and obligations include:

(1) ~~Enter into an interlocal agreement with the Comptroller for purposes of requesting participation in the METF program.~~

(2) Authorize CELOC, and, if requested by CELOC, confirm the authority of CELOC as the City's exclusive Designee, to (i) contribute the Local Increment on the City's behalf, (ii) prepare and submit disbursement and reimbursement request letters to the Comptroller, (iii) receive funds from the METF, and (iv) make annual METF requests to the Comptroller under 34 TAC Section 2.102(a).

(3) Coordinate, cooperate with, and assist CELOC in the submission of invoices, receipts, and other documents evidencing eligible expenses, all as reasonably requested by CELOC, to obtain disbursement and reimbursement of eligible expenses from the METF, including providing prior approval per the Act at 5A(k) and for obligations under 5A(h). Parties acknowledge that the State is the final determiner of what constitute an "eligible expense" for reimbursement purposes.

B. Per 17.A.(2), in carrying out the duties in this Agreement, the City may, and does hereby, designate and authorize CELOC to act as its exclusive Designee and "Local Organizing Committee" for the 2012 to 2021 Events and to perform those certain duties and tasks on behalf of the City as specified in Section 19 below and any such other duties as subsequently agreed by the City and CELOC in writing. Per the Act at 5A(k) and 5A(h), City grants its prior approval for CELOC's submittal to the Comptroller of all disbursement and reimbursement request letters and invoices for eligible expenses related to the Event.

18. CELOC Authority.

CELOC is authorized by the City, and has the authority to fulfill certain responsibilities on the City's behalf, as the City's exclusive Designee ~~under the Interlocal at Section 5, and~~ as further authorized and described at Section 19.

19. CELOC Responsibilities and Authority.

A. Year One Responsibilities and Authority (2012 Event).

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Make a request to the Comptroller under Rule 2.102(a), including requesting that the Comptroller make a Local and State Increment determination per section 5A(b) of the Act (Trust Fund Estimate), with such request made not earlier than one year, but not later than 3 ~~11~~ months prior to the next Event. Should the date of the Event be changed, the request may be resubmitted at any time permitted by the Comptroller.

(b) Commission, pay for, or provide for payment of, and submit to the Comptroller, an Economic Impact Study (EIS) assessing estimated tax increment for the next year's Event.

(c) Pay or provide for payment of the City's initial estimated Local Increment contribution, up to the amount of estimated Local Increment determined by the Comptroller~~, but not to exceed $4 million.~~

(d) Enter into an Event Support Contract with the Site Selection Organization per Rule 2.100(7)(B).

(e) Submit to the Comptroller documentation of the Site Selection Organization's "highly competitive selection process" per Rule 2.100(6).

(f) ~~Provide and fund a performance bond or other financial or performance assurance (Assurance) per section 5A(t) in a form and with an institution acceptable to the State insuring the State's Increment Funding if the Event is not held in the State (within the time permitted) after a disbursement of the State Increment has been made. The costs to provide the Assurance may be paid out of the Funds as an eligible expense.~~

(g) Prepare and submit all disbursement request letters for the Event or the METF to the Comptroller, including required documentation and backup information requested by the Comptroller.

(2) CELOC will have one City representative to the CELOC board. This representative will be a non-voting, ex-officio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) "Year One" is described as the period between establishment of the METF and 90 days after the first Event occurrence. Provided, however, the definitions of Year One, Future Year, and Final Year in this Agreement are for administrative purposes only and do not preclude or prohibit CELOC from submitting and receiving disbursements of eligible expenses from one such year or period during a different year or period or otherwise limit CELOC ability or authority to submit for and receive distributions from the METF under this Agreement in accordance with the rules for these distributions established by the Comptroller.

B. Annual Responsibilities and Authority for Future Events (2013-2021 Events).

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Make a request to the Comptroller under Rule 2.102(a), including requesting that the Comptroller make a Local and State Increment determination per section 5A(b) of the Act (Trust Fund Estimate), with such request made not earlier than one year, but not later than 3 months prior to the next Event. Should the date of an Event be changed, the request may be resubmitted at any time permitted by the Comptroller.

(b) Commission, pay for, and submit to the Comptroller an EIS assessing estimated tax increment for the next year's Event, to be submitted on or before ~~20 days after the previous~~ Event (e.g., an EIS for the 2013 race will be submitted ~~20 days after~~ the ~~2012~~ 2013 race). 3 months prior to the next 3 months prior to

(c) Commission, pay for, or provide for payment of, and submit to the Comptroller an EIS reassessing estimated tax increment for the previous Event, to be submitted on or before 9 months following each Event per section 5A(w).

(d) Pay or provide for payment of the City's Local Increment contribution up to the amount of estimated Local Increment determined by the Comptroller.

(e) ~~Provide and fund the Assurance with an institution and on terms acceptable to the State insuring the State Increment if the event is not held in the State (within the time permitted) after a disbursement of the State Increment has been made. The costs to provide the Assurance may be paid out of the Funds as an eligible expense.~~

(f) As the City's Designee or as required by the Comptroller, submit information, including audited statements, attendance figures, and other related information as described per section 5A(i).

(g) Prepare and submit all disbursement request letters for the Event or the METF to the Comptroller, including required documentation and backup information requested by the Comptroller.

(2) CELOC will maintain one City representative on the CELOC board. This representative will be a non-voting ex-oficio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) The annual period for each "Future Year" is described generally as the period between the 91st day after one Event and 90 days after the next Event.

C. Final Year Responsibilities and Authority.

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Commission, pay for, or provide for payment of, and submit to the Comptroller, an EIS assessing the final Event, if any occurs during the Final Year period, to be submitted on or before 9 months following the final Event.

(b) As the City's Designee, or as required by the Comptroller, submit information, including audited statements, attendance figures, and other related information as described section 5A(i).

(c) Prepare and submit all disbursement request letters for the Event to the Comptroller, including requested documentation and backup information requested by the Comptroller.

(2) CELOC will maintain one City representative on the CELOC board. This member will be a non-voting, ex-oficio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) The Final Year is described generally as the period between the 91st day after the penultimate Event and 90 days after the last Event.

D. Modifications of obligations and responsibilities.

CELOC's obligations and responsibilities under this Section 19, and the time periods for compliance or performance, as well as the distributions under Sections 22, 23, and 24 may be modified or amended with written approval of the Comptroller and the City; this approval will not be unreasonably withheld. Further, the City may ratify any non-compliant or untimely performance by CELOC and upon such ratification, the compliance or performance will be considered and deemed compliant, performed, cured, and timely. Such ratification is only effective if it is in writing.

Comptroller approval requirement is Limited to only those approvals required under Statutes, rules or Laws applicable to the METF.

20. Funding of Local Increment Year One and Future Years.

A. The City authorizes and requests, and by its authorized signature below CELOC agrees to fulfill, the following obligations and responsibilities on behalf of the City: payment of the City's Local Increment contributions for the Event in Year One and the Event in Future Years, in amounts up to the estimated anticipated Local Increment.

B. If this Agreement and the Interlocal are terminated because CELOC does not meet its financial obligation of depositing the annual Local Increment in amounts up to the estimated anticipated Local Increment, then Circuit of the Americas will guaranty the City against any liability to the Comptroller for any amount the Comptroller asserts that the City owes the Comptroller for such Local Increment, as such obligation is further set out in Section 25 of the Agreement between the City and Circuit of the Americas.

C. ~~Per the Interlocal Agreement, the Local Increment will be matched by the State in a ratio of 1:6.25, but currently for Year One the State match may not exceed the smaller of the estimated State Increment or $25 million.~~

21. INTENTIONALLY LEFT BLANK FOR EXPANSION.

22. Disbursements in Year One.

A. The City authorizes and approves for disbursement from the METF in the following order of priority:

(1) To the Site Selection Organization, payment for all or part of the Event service fee, in an amount not to exceed $25,000,000.

(2) ~~To CELOC, for eligible expenses directly related to the costs of the Assurance.~~

(3) To CELOC, in payment of eligible expenses, including the EIS for the Event.

B. ~~No disbursement may be made before proof of Assurance is provided to the State and the City.~~

23. Disbursements in Future Years.

A. In the period between Year One and termination of this Agreement, the City approves for disbursement from the METF in the following order of priority:

(1) To the Site Selection Organization, payment for all or part of the Event service fee in advance of the Event, in an amount not to exceed $25,000,000.

(2) ~~To CELOC, for eligible expenses directly related to the costs of the Assurance.~~

(3) To CELOC, for eligible expenses, including the Economic Impact Study(ies).

B. ~~No disbursement may be made before proof of Assurance is provided to City and State.~~

24. Disbursements After Final Year.

A. The City approves for disbursement from the METF after the final Event, in the following order of priority:

(1) ~~To the State of Texas, State reimbursement per section 5A(t), in an amount equal to the State's initial appropriated contribution to the fund, but not to exceed $25,000,000.~~

(2) To CELOC, for eligible expenses, including theEIS.

(3) Any remaining funds shall be disbursed pro-rata per the Act at 5A(m) to each entity contributing such funds, with CELOC receiving funds it contributed on behalf of the City as the City's Designee.

B. ~~The Assurance provided by CELOC must remain in effect until either (i) the Comptroller has confirmed all disbursements have been properly completed and any obligation to the METF is released, or (ii) the Event occurs in the Final Year.~~

25. Disbursements Must Be Eligible Expenses.

All disbursements from the METF must constitute eligible expenses, as determined by the State, in accordance with the Act and the Rules.

26. Fund Disbursement Upon Early Termination.

Early termination of this Agreement triggers reimbursement of funds on hand to the party or parties contributing such funds, but only after eligible expenses have been disbursed for applicable Events, per Section 5A(m), with CELOC receiving funds contributed on behalf of the City as City's Designee.

27. Sustainability Initiatives.

A. CELOC and Circuit of the Americas L.L.C. (Circuit of the Americas) will enter into an agreement, with City input, that specifies CELOC's and Circuit of the Americas' responsibilities to accomplish the terms specified in Exhibit A.

B. CELOC will report to the City annually, after any F1 race is held and prior to disbursement of funds to CELOC by Comptroller for the next year's race, on progress made as it relates to the terms specified in Exhibit A.

C. Subject to and following the 30 day notice and opportunity to cure described in section 29 below, there must also be 90 days written notice of intent to terminate

delivered to CELOC, pursuant to this section, with copy to the State (for a total 120 day notice period).

D. Failure to meet items (A) and (B) above, or terms specified in Exhibit A, constitute grounds for termination; provided, however, both parties will first attempt non-binding arbitration to resolve any dispute between the parties with regard to the alleged failure of Circuit of the Americas to meet items (A) and (B) above or the terms specified in Exhibit A. If non-binding arbitration is not successful, the City and CELOC agree to resolve the dispute in the jurisdiction and venue set forth in Section 32 below prior to the City exercising any termination remedy due to such dispute.

E. City and Circuit of the Americas will enter into an agreement that specifies Circuit of the Americas' responsibilities to accomplish the terms specified in Exhibit A. In the event City is entitled to terminate the Contract between the City and Circuit of the Americas, and City has provided notice of the termination of the Contract between the City and Circuit of the Americas, City may terminate this Agreement by giving 90 days advance notice of termination to CELOC.

28. Minority/Women Business Enterprise Initiatives.

City and Circuit of the Americas will enter into an agreement that specifies Circuit of the Americas' responsibilities to accomplish the M/WBE terms specified in that Agreement. In the event City is entitled to terminate the Contract between the City and Circuit of the Americas, and City has provided notice of the termination of the Contract between the City and Circuit of the Americas, City may terminate this Agreement by giving 90 days advance notice of termination to CELOC.

29. Termination With Cause.

A. In the event of a material default by a party relating to the METF authority, rights, and responsibilities set out in this Agreement, the other party shall have the right to terminate the Agreement for cause, but only after written notice of the default is delivered to the party in default via certified mail. The notice shall be effective thirty (30) days after delivery, unless otherwise specified, or the default is cured, as provided below. During this time period, the party alleged to be in default shall have the right to and may cure the event of default, or may provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or that it will be cured in a time satisfactory to the party alleging the default. Evidence may include an opinion from the Comptroller regarding whether or not the alleged default is material to compliance with the Act. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

B. Subject to and following the 30 day notice and opportunity to cure described in Section 29 above, there must also be 90 days written notice of intent to terminate

delivered to the State and the other party pursuant to this Section (for a total 120 day notice period).

C. This Agreement may be terminated upon occurrence of any of the following events which continue beyond the 30 and 90 day notices and opportunities to cure set forth above:
   (1) ~~Termination of the City's Interlocal Agreement with the State of Texas.~~
   (2) The Event fails to meet the Performance Measures set out below.
   (3) Termination of the City's Agreement with Circuit of Americas.

30. Performance Measures.
   A. Performance measures are:
      (1) The occurrence of an annual Event within the time permitted in the Act at 5A(s) or otherwise approved by the State.
      (2) City and CELOC, respectively, meet all their designated responsibilities as defined in Sections 17 and 19.
      (3) CELOC timely deposits, or causes the deposit of, each Local Contribution.
      (4) Reporting regarding Sustainability Measures for the Event as set forth in Exhibit A.

31. Repeal or Modification of the Act.

This Agreement expressly contemplates its effectiveness under the Act as currently in effect. Should the Act be repealed or modified in such a manner that the Event no longer qualifies under the provisions of the Act, this Agreement shall become voidable by either party on ninety (90) days written notice to the other party and the Comptroller.

32. Jurisdiction and Venue.

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

33. Severability.

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law. However, if it is determined by a court of competent jurisdiction by a non-appealable final judgment that CELOC cannot provide the Local Increment on behalf of the City, this entire Agreement is void.

34. Notices.

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be addressed to the person designated for receipt below. Legal notices shall be sent postage prepaid and Return Receipt Requested.

Other notices and routine communications may be delivered by any other means (fax, e-mail, courier). These notices and communications shall be deemed delivered upon receipt of a successful fax, e-mail, or courier confirmation report by the addressee; provided, that the notice is specifically directed to the attention of the person designated for receipt of notices to City or CELOC. Notice shall be addressed as follows:

To City:
Attn: City Manager
301 W. 2nd St.
Austin, TX 78701

With copy to:
City Attorney
Law Department
301 West 2nd St.
Austin, TX 78701

To CELOC:
Attn: Chairman
100 Congress Avenue, Suite 1350
Austin, TX 78701-2744

With copy to:
Richard T. Suttle, Jr.
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701-2744

35. Estoppel Certificate / Lender Protection

Upon a written request from CELOC, the City shall, within ten (10) business days after receipt of such request, execute and deliver to CELOC and any other party designated by CELOC, an estoppel certificate in form reasonably approved by the City Manager which certifies whether the City has knowledge of any default under this Agreement or CELOC's Performance Measures. CELOC may, from time to time, deliver a written notice of lender ("Notice of Lender") executed by CELOC and notifying the City of a lender for all or part of Circuit of the America's race track facilities and related development. The Notice of Lender must include the name and address of COTA's lender (the "Lender"). Until the City receives a written release of the Notice of Lender from the Lender, the City agrees to provide the Lender a notice of default provided to the Comptroller under Section 29 (B) above and will provide Lender the same 90 day opportunity to cure such default.

36. Assignment.

A party to this Agreement may not assign or transfer its interests under this Agreement except with the written consent of the other party to this Agreement; this consent will not be unreasonably withheld.

37. Amendment.

This Agreement may not be amended in whole or in part except in a written amendment executed by all parties to this Agreement, with copy to the State. Further, to the extent that an amendment to the Interlocal affects CELOC responsibilities or changes the contract term, City agrees that the terms of the Interlocal may not be amended or modified without the prior written consent or approval of CELOC; this consent will not be unreasonably withheld. City agrees to promptly furnish CELOC with copies of all notices it receives or furnishes under the Interlocal.

38. Survival of Obligations.

All provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

39. Business Days.

Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day (i.e., Saturday, Sunday, or a holiday recognized by the U.S. federal government or the State of Texas), then such period or date will be extended until the immediately following business day.

40. No Implied Waiver.

No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations under this Agreement, will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement until the applicable statute of limitations period has run.

41. Limited Indemnity.

THE CELOC AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY REGARDING THE CITY OBLIGATIONS AND RESPONSIBILITIES THAT THE CELOC IS UNDERTAKING ON THE CITY'S BEHALF AS ITS EXCLUSIVE DESIGNEE AS SET OUT IN THIS AGREEMENT AND THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE TEXAS COMPTROLLER.

TO THE EXTENT ALLOWABLE BY LAW, CELOC SHALL ALSO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CITY, OR ANY AGENT OR EMPLOYEE OF THE CITY OR CELOC IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CITY SHALL COORDINATE ITS DEFENSE WITH THE CELOC AS REQUESTED BY THE CELOC.

THIS SECTION IS NOT INTENDED AND SHALL NOT BE CONSTRUED TO REQUIRE CELOC TO INDEMNIFY OR HOLD HARMLESS CITY FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR ITS EMPLOYEES, OR FROM DAILY OPERATIONAL EXPENSES INCURRED BY THE CITY IN THE NORMAL COURSE OF BUSINESS.

EXECUTED on the 31 day of July, 2011, in Austin, Travis County, Texas.

CITY OF AUSTIN, TEXAS

By: _____

Name: Marc A. Ott
Title: City Manager

Date: 7/31/11

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____

Name: Wayne Hollingsworth

Title: Authorized Director

Date: 7-22-11

Exhibit A

1. ***The following items are CELOC responsibilities under the Agreement between the City and CELOC:***

   A. ***Air quality and environmental initiatives***

      (1) Purchase carbon offsets to achieve carbon neutrality for the net carbon emissions associated with all fuel use and energy demands associated with the Formula One race, to include race operations during the event and temporary generation. Cost of offsets are not to exceed $15,000 annually. Carbon impacts and neutrality methodology shall be approved by the City of Austin Office of Sustainability. Possible tools include GreenSports.org OR the Green Sports Alliance.

      (2) A minimum of 50% of carbon offsets will be local, if feasible, and may include options for local tree planting, including on-site trees, and land conservation grants, as carbon offset options.

      (3) Investigate holding the F1 race outside of the Central Texas ozone season (April 1 – October 31).

      (4) If the event is held between April 1 and October 31, develop and submit a plan prior to the first US Grand Prix event, to reduce emissions of Particulate Matter NOx (nitrogen oxides) and CO_2 (carbon dioxide) from the event. The plan should include an estimate of emissions associated with the first event, to the extent practical.

      (5) Establish an Event recycling and composting program for any major event held at the site. At minimum, include Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables. (Same as Universal Recycling Ordinance, plus organics).

      (6) Require Event food and drink vendors to use recycled and/or compostable materials to the extent available.

   B. ***Transportation initiatives***

      (1) Coordinate Event-specific parking and transportation efforts for major events[1] with City of Austin Special Events Offices located in the Austin Transportation Department and Aviation, TXDOT, and Travis County

      (2) Develop an Event-specific Transportation Management Plan for major events. Submit plan by July 31st 2011 to City of Austin Transportation Department Director for review and comment. Plan should be updated annually.

      (3) Obtain a Special Event Permit from City of Austin for any special off-site events, such as event-associated parades or festivals, located within the City limits.

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[1] For the purpose of this agreement, a major event is defined as any event with more than 40,000 attendees, exclusive of employees.

(4) Provide Event-specific satellite parking locations and sufficient mass transportation options for major events.

(5) Limit Event-specific parking on-site to 25,000 parking spots and monitor on-site parking; work toward establishing plans for increasing transit share annually for major events.

(6) Manage the majority of Event-specific parking sales with coordination through a designated single organization for major events.

(7) Where possible, pre-sell and manage all Event-specific parking through the ticket sales process, in order to ease traffic flow tied to major events. Sell assigned parking for major events that are aligned with trip origination locations. Provide parking purchasers for major events with maps guiding them to their parking location.

(8) Commit to seeking a transportation partner for the Formula One Event that provides low emission mass transit vehicles for the shuttle operation, and give contracting preference to the lowest available emissions rapid transit vehicles available that reasonably satisfy the needs of the Event, such as those powered by hybrid electric propulsion equipment, natural gas or propane, or low emission diesel engines that meet tier 3 or 4 standards, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards. Analysis of this item shall be included in the Transportation Management Plan referenced in item B(2).

2. ***The following items are Circuit of the Americas responsibilities under the Agreement between the City and Circuit of the Americas:***

A. ***Air quality and environmental initiatives***

(1) Work with CAPCOG and other relevant governmental entities to establish, by May 1st, 2012, an Air Quality analysis and inventory, modeling, and a mitigation strategy to resolve air quality issues related to major events held between April 1 – October 31. Commit to securing data that allows assessment of emissions specific to the COTA site, subject to an annual cost cap of $50,000.

(2) Utilize a combination of subscription to Austin Energy's GreenChoice program (or its successor) and on-site renewable energy generation to reach at least 50% of all non-event energy demands. At least 5% of the demands can be met by on-site renewable energy generation.

(3) Land preservation and restoration of all disturbed areas, including implementing a combination of xeriscaping, integrated pest management, and water quality controls.

(4) The majority of new plantings will use naturally drought-tolerant native and adaptive landscaping to promote water conservation.

(5) Make a minimum of 5 acres in the floodplain available for a community garden or farm. Make reasonable efforts to locate the site as close to an available water source as possible.

(6) Follow Environmental Board recommendations:
   a) Comply with new commercial landscape standards.
   b) Comply with parking lot shading areas.
   c) Investigate the restoration of riparian of Dry Creek.
   d) Demonstrate a black land prairie land restoration.
   e) Perform restoration of Dry Creek Riparian Corridor and Blackland Prairie Corridor, by working with partners such as Texas A&M.
   f) Establish a monitoring program of any pervious pavement used on site.

(8) Achieve a minimum of 2 Stars in the Sustainable Sites Initiative by the end of 2013. Work with local partners such as LBJ Wildflower Center or Center for Maximum Potential Building Systems to achieve compliance.

(9) Plant at least 800 trees on-site and establish a maintenance program.

(10) Establish a Facility recycling and composting program for any major event held at the site. At minimum, include Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables. (Same as Universal Recycling Ordinance, plus organics).

(11) Require Facility year-round food and beverage vendors to use recycled and/or compostable materials to the extent available.

(12) Protect existing wetlands and Critical Environmental Features.

(13) Strive to reduce emissions of Particulate Matter NOx (nitrogen oxides) and CO_2 (carbon dioxide) from construction, transit and maintenance vehicles for all construction activities and major events to occur after the first US Grand Prix Event.
   a) Give preference to contractors using lowest emission transit, construction, maintenance and generation equipment in future or renewed contracts, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards..
   b) Give preference to contractors using the lowest emissions diesel engines available, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards.. Specify use of Tier 3 or Tier 4 emission equipment and ultra low sulfur fuels, where feasible. Use as many of the suggested measures as feasible from the COA Construction Equipment Emission Reduction Toolkit: http://www.dieselnet.com/standards/us/nonroad.php#tier4 Do an inventory and report to the City of Austin annually.
   c) Use reasonable efforts to use cleanest equipment available, such as electric, four cycle or propane-fueled lawnmowers, line trimmers and electric hand-held equipment for landscape maintenance.[2]

[2] New EPA standards include hydrocarbon and nitrogen oxides exhaust emission standards of 10 g/kW-hr for Class I engines starting in the 2012 model year and 8 g/kW-hr for Class II engines starting in the 2011 model year.

B. Transportation

(1) Develop a Transportation Management Plan for all major events.[3] Submit plan to City of Austin Transportation Department Director for review and comment. Plan should be updated annually.

(2) Coordinate parking and transportation efforts for major events with City of Austin Special Events Offices located in the Austin Transportation Department and Aviation, TXDOT, and Travis County.

(3) For any special off-site events such as event-associated parades or festivals located within the City of Austin, require the event-sponsor to obtain a Special Event Permit from City of Austin.

(4) Require all major events held at the COTA to provide satellite parking locations and sufficient mass transportation options.

(5) Limit parking on-site to 25,000 parking spots and monitor on-site parking; work toward increasing transit share annually for major events.

(6) Manage the majority of all parking sales and coordination through a designated single organization for major events.

(7) Where possible, pre-sell and manage all parking through the ticket sales process, in order to ease traffic flow tied to major events. Sell assigned parking for major events that are aligned with trip origination locations. Provide parking purchasers for major events with maps guiding them to their parking location.

(8) Commit to seeking a transportation partner that provides low emission mass transit vehicles for the shuttle operation, and give contracting preference to the lowest available emissions rapid transit vehicles available that reasonably satisfy the needs of the event, such as those powered by hybrid electric propulsion equipment, natural gas or propane, or low emission diesel engines that meet tier 3 or 4 standards, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards.

(9) Post a policy and undertake reasonable enforcement to limit unnecessary idling of vehicles being used to supply heat or air conditioning necessary for passenger comfort and safety, in vehicles intended for commercial or public passenger transportation, or passenger transit operations, to a maximum of 30 minutes.

(10) Commit to working with relevant governmental entities to dedicate traffic lanes on all appropriate roads entering the site to mass transit for major events.

(11) Work with relevant governmental entities to establish a dedicated bike facility by the first major event, that would provide direct access to the site; provide public showers for major events.

(12) Explore partnerships with Austin Energy to provide on-site charging stations (110/240 volt) for electric, hybrid/electric vehicles, electric

[3] For the purpose of this agreement, a major event is defined as any event with more than 40,000 attendees exclusive of employees.

scooters, pony packs, and electric landscaping equipment, to facilitate charging.

C. Future On-site Development

(1) Any future buildings (i.e. buildings not currently under construction or in review) of over 2000 Square Feet will achieve a minimum 2 Star rating in Austin Energy's Green Building program OR achieve Silver LEED certification. Work with Office of Sustainability and Austin Energy Green Building with the goal of achieving higher levels of green building certification, including leveraging all available incentives.

(2) Building design and window placement to maximize natural light and passive solar design.

(3) All new toilets and urinals meet or exceed low flow requirements, as defined by the Austin Uniform Plumbing Code, to achieve water reduction.

D. Ongoing Collaboration on Sustainability Efforts

(1) Establish an ongoing partnership with the City's Sustainability Office to implement best practices on site-specific sustainability efforts and collaborate on educational tours and demonstrations at the site.

(2) Designate a single point-of-contact for the facility's sustainability efforts.

E. Green Technology R&D

(1) Coordinate with partners including UT, Texas State, Huston-Tillotson, Texas A&M, and Austin Technology Incubator to support the establishment of a Green Racing and Transportation Research, Education, and Testing Center or similar low carbon transportation technology incubator at the site.

(2) Allow reasonable access to the track facilities for electric vehicle research and testing.

(3) COTA shall make good faith efforts in partnership with other interested parties to raise, within 18 months from the date on which the contract is signed between the City and COTA, $5 million to fund on-site green technology and research & development projects, in one or more of the following categories: solar power, automotive fuel efficiency, electric vehicles, biofuels, geothermal, or wind power. COTA shall cooperate with the City to seek US Department of Energy funds to support any resulting green technology R&D projects.

F. Alternative Energy Events

(1) Commit to hosting alternative energy, energy-efficient car races such as:
   a) F-zero Race
   b) Go Green Auto Rally
   c) SAE Solar Races

(2) Commit to hosting bicycle and foot races at the track.

(3) Publicly advocate for electric vehicle research and testing, including the pursuit of business partnerships.

(4) Agree to host public awareness event to advance community knowledge of the available options for green energy or transportation.

G. Community Sustainability

(1) Make good faith efforts to comply with the standards and principles of the City's MBE/WBE ordinance per Section 12 of the Agreement between the City and Circuit of the Americas

(2) Reporting as required by Agreement between CELOC and City and Agreement between COTA and City, respectively. Commit to recruiting local hires through job fairs and local media outreach.

(3) Continue educational partnerships with area schools and universities on sustainability and technology issues.

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

100 CONGRESS AVENUE, SUITE 1300

AUSTIN, TEXAS 78701-2744

July 3, 2012

Mr. Marc A. Ott
City Manager
City of Austin
P. O. Box 10898
Austin, Texas 78767

RE: Modification of the portion of the Agreement (the "Agreement") between the City of Austin ("City") and Circuit Events Local Organizing Committee ("CELOC") executed and effective July 31, 2011, pertaining to the Major Events Trust Fund ("METF") to be established for the 2012 – 2021 Formula 1 United States Grand Prix (the "Events")

Dear Mr. Ott:

On June 29, 2011, council authorized you to negotiate and execute the Agreement noted above (Resolution No. 20110629-002). Pursuant to that authorization, you negotiated and executed the Agreement. The Agreement includes specific authority for the City and CELOC to modify the obligations relating to the METF if that modification is done in writing (Agreement page 6, item D). This letter is to clarify and confirm certain terms and provisions of the Agreement due to certain changed circumstances since the City and CELOC executed the Agreement. Those circumstances include a change in the 2012 – 2021 Formula 1 United States Grand Prix (the "***Events***") initial race date and a change in application and qualification under the METF for the 2012 Event from pre-event, advance funding ("***Advance Funding***") to post-event, reimbursement funding. Without Advanced Funding, the City is no longer required to and has not entered into an interlocal agreement with the Texas Comptroller of Public Accounts ("***Comptroller***") pertaining to the METF to be established for the Events.

Although CELOC does not currently contemplate Advanced Funding the 2012 Event as authorized by Sections 5A(r)-(s) of the Act, CELOC does intend for the METF to be funded after the 2012 Event, as authorized by Sections 5A(d-1) and (f) of the Act. And, funding the METF after the Events (rather than in advance) eliminates certain risks to the City, eliminates the need for the Assurance, and affects the timing of certain aspects of the METF process. On those bases, the City and CELOC intend to continue under the Agreement and consequently, desire to modify certain terms and provisions of the Agreement.

Now therefore, by the signatures below, the City and CELOC acknowledge and agree as follows:

1. Unless and until (a) CELOC applies for, (b) the Comptroller approves Advance Funding under the METF, and (c) the City and the Comptroller execute and deliver an interlocal

agreement in compliance with Sections 5A(r)-(s) of the Act on terms and conditions mutually acceptable to the City, the Comptroller, and CELOC (collectively, the "***Advanced Funding Conditions***"), the following sections of the Agreement are waived in their entirety: §17(A)(1), §19(A)(1)(f), §19(B)(1)(e), §20(C), §22(A)(2), §22(B), §23(A)(2), §23(B), §24(A)(1), §24(B), and §29(C)(1); however, if during the term of the Agreement, the Advanced Funding Conditions are met, all enumerated sections of the Agreement shall automatically be reinstated and effective in full as originally written in the Agreement (*i.e.*, prior to modification by this letter).

2. Further, unless and until the Advanced Funding Conditions are initiated and met, the following modifications shall apply to the Agreement:

   a. Section 14 of the Agreement is modified by ignoring the phrase "and upon termination of the Interlocal".

   b. Section 18 of the Agreement is modified to ignore the phase "under the Interlocal at Section 5, and".

   c. Section 19(A)(1)(a) of the Agreement is modified by replacing the phrase "not later than 11 months prior to the next Event" with the phrase "not later that 3 months prior to the next Event".

   d. Section 19(A)(1)(c) of the Agreement is modified by waiving the phrase "but not to exceed $4 million".

   e. Section 19(B)(1)(b) of the Agreement is modified by replacing the phrase "20 days after the previous Event (e.g., an EIS for the 2013 race will be submitted 20 days after the 2012 race)" with the phrase "3 months prior to the next Event (e.g., an EIS for the 2013 race will be submitted 3 months prior to the 2013 race)".

   f. Section 19(D) is modified to limit the requirement of Comptroller approval, to only those approvals required under statutes, rules or laws applicable to the METF.

   g. If during the term of the Agreement the Advanced Funding Conditions are initiated by CELOC and met by both CELOC and the City, then the provisions waived or modified above, excepting §19(A)(i)(c), shall automatically be reinstated in full as originally written in the Agreement (i.e., prior to modification by this letter).

3. The effective date of the Agreement is the date both parties signed the Agreement, which is July 31, 2011.

4. The City confirms its designation and authorization for CELOC to act as its exclusive Designee and local organizing committee for the 2012 – 2021 Events in accordance with the Agreement, as modified by this letter. CELOC confirms its obligation to fund all of the

City's portion of the METF contribution as required under the Agreement, as modified by this letter, and to provide the economic impact study and any other documentation reasonably required by the Comptroller.

5. The City and CELOC confirm and ratify that, as of the date of this letter, the Agreement is and remains in good standing, in full force and effect, and unchanged except as modified by this letter. Any conflict or ambiguity between the Agreement and this letter shall be controlled by this letter.

6. All terms used in this letter shall have the same meaning as in the Agreement, except as otherwise defined in this letter.

7. This letter is executed and delivered in multiple counterparts, each of which shall have the force and effect of an original.

Please indicate your acceptance and agreement by signing below, and return an original executed counterpart of this letter to me at the letterhead address above.

Sincerely,

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____
Wayne S. Hollingsworth, Authorized Director

ACCEPTED AND AGREED:

THE CITY OF AUSTIN, TEXAS

By: _____
Marc A. Ott, City Manager

Date: 7/5/12

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

100 CONGRESS AVENUE, SUITE 1300

AUSTIN, TEXAS 78701-2744

July 3, 2012

Mr. Marc A. Ott
City Manager
City of Austin
P. O. Box 10898
Austin, Texas 78767

RE: ***Modification of the portion of the Agreement (the "Agreement") between the City of Austin ("City") and Circuit Events Local Organizing Committee ("CELOC") executed and effective July 31, 2011, pertaining to the Major Events Trust Fund ("METF") to be established for the 2012 – 2021 Formula 1 United States Grand Prix (the "Events")***

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Although CELOC does not currently contemplate Advanced Funding the 2012 Event as authorized by Sections 5A(r)-(s) of the Act, CELOC does intend for the METF to be funded after the 2012 Event, as authorized by Sections 5A(d-1) and (f) of the Act. And, funding the METF after the Events (rather than in advance) eliminates certain risks to the City, eliminates the need for the Assurance, and affects the timing of certain aspects of the METF process. On those bases, the City and CELOC intend to continue under the Agreement and consequently, desire to modify certain terms and provisions of the Agreement.

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3. The effective date of the Agreement is the date both parties signed the Agreement, which is July 31, 2011.

4. The City confirms its designation and authorization for CELOC to act as its exclusive Designee and local organizing committee for the 2012 – 2021 Events in accordance with the Agreement, as modified by this letter. CELOC confirms its obligation to fund all of the

City's portion of the METF contribution as required under the Agreement, as modified by this letter, and to provide the economic impact study and any other documentation reasonably required by the Comptroller.

5. The City and CELOC confirm and ratify that, as of the date of this letter, the Agreement is and remains in good standing, in full force and effect, and unchanged except as modified by this letter. Any conflict or ambiguity between the Agreement and this letter shall be controlled by this letter.

6. All terms used in this letter shall have the same meaning as in the Agreement, except as otherwise defined in this letter.

7. This letter is executed and delivered in multiple counterparts, each of which shall have the force and effect of an original.

Please indicate your acceptance and agreement by signing below, and return an original executed counterpart of this letter to me at the letterhead address above.

Sincerely,

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____
Wayne S. Hollingsworth, Authorized Director

ACCEPTED AND AGREED:

THE CITY OF AUSTIN, TEXAS

By: _____
Marc A. Ott, City Manager

Date: 7/5/12

Agreement
City of Austin
Circuit Events Local Organizing Committee

The City of Austin, a home-rule municipal corporation located in Hays, Travis, and Williamson Counties, in the State of Texas, (City) acting through its duly authorized agent the City Manager, and Circuit Events Local Organizing Committee, a Texas non-profit corporation, (CELOC) acting through its duly authorized agent or officer, enter into this Agreement (Agreement) on June 29, 2011, upon the terms and conditions set forth below.

RECITALS:

1. During the 81st Legislative Session, the Texas Legislature appropriated the amount of $25,000,000 for the state fiscal biennium beginning September 1, 2009 for the purpose of attracting and securing eligible events pursuant to the terms of Tex. Rev. Civ. Stat. Art. 5190.14 § 5A, the Major Events Trust Fund (Act) and related rules at 34 Tex. Admin. Code Chapter 2 Subchapter A (Rules).

2. The Act at 5A(r) and (s) authorizes the Texas Comptroller of Public Accounts (Comptroller or State) to enter into an interlocal agreement with a city that contains a site selected by a site selection organization for one or more events (Endorsing Municipality), such as the City of Austin, for purposes of establishing a Major Events Trust Fund (METF) that makes City and State funds available up to one year in advance of an event to attract and secure the Formula One automobile race (Event) for the State of Texas.

3. The Act at 5A(r) and (s) authorizes the interlocal agreement to have a term of up to ten years, with funds in the METF held from year-to-year for future Events.

4. The Act at 5A(b) and (b-1) authorizes an Endorsing Municipality or a local organizing committee (Local Organizing Committee) to request each year that the Comptroller estimate the incremental increases in certain local taxes (Local Increment) and state taxes (State Increment) that will be attributable to the Event.

5. The Act at 5A(d) and (d-1) authorizes the City, or its designee, to fund the METF in an amount up to the estimated Local Increment and, under this Agreement, CELOC, as the City's exclusive designee, has agreed and committed to fund the Local Increment on behalf of the City; the Act at 5A(f) authorizes the State to fund the METF with $6.25 for each dollar of estimated Local Increment, but not more than the estimated State Increment.

6. The Act at 5A(d-1) and (e) authorizes the City to determine whether the Local Increment will come from sales, use, and mixed beverage tax collected and retained by the State; hotel occupancy tax collected and remitted by the City; surcharges; any other source; or any combination of sources and, under this Agreement, CELOC has agreed and committed to fund the Local Increment on behalf of the City.

7. If CELOC does not fund the Local Increment on behalf of the City, the City may terminate (i) this Agreement, under Section 29 below, and (ii) the Interlocal.

8. The Act at 5A(h) authorizes disbursements from the METF to the City or its designee and State to fulfill Event-related obligations and at 5A(k) authorizes disbursements to CELOC as the "Local Organizing Committee" on the prior approval of the City.

9. The parties acknowledge and agree that City will solely and exclusively utilize CELOC as its designee (Designee) to provide the Local Increment, and that this Agreement does not affect Comptroller's responsibility to provide City's tax revenues to the City. This agreement does not require the expenditure of City funds into the METF. To provide funds for Future Events, City has requested that CELOC as its designee have the right, at the conclusion of the 2012 Event and all Future Events, to submit additional amounts to the Comptroller for the purpose of replenishing the Local Increment to the Formula 1 METF.

10. On June 1, 2011, the City received a letter from the Event "Site Selection Organization", confirming that, after an international highly competitive selection process, the Site Selection Organization has chosen Austin as the sole location for the Event from 2012 to 2021.

11. On June 3, 2011, CELOC incorporated as a Texas non-profit corporation; and, per its Certificate of Formation, its purpose includes assisting with the organization, administration, management, promotion, facilitation, and operation related to hosting the Event and promoting the public interest of the City of Austin, Travis County, and the State of Texas.

12. On June 6, 2011, the CELOC Board of Directors voted unanimously to request, and has submitted a formal letter requesting, that the City (i) act as the Endorsing Municipality for purposes of establishing a METF for the Event, and (ii) authorize CELOC to submit a request to the Comptroller to determine the incremental increase in the receipts of various taxes.

13. On June 29, 2011, the City of Austin entered into an interlocal agreement (Interlocal) with the State of Texas as an Endorsing Municipality, requesting establishment of the METF and referencing this document.

AGREEMENT

14. Agreement Purpose.

The purpose of this Agreement is to establish the parties' authority, rights, and responsibilities with respect to the application to the Comptroller for creation of a METF, the funding of the METF, and disbursements from that account for the 2012-2021 Events and upon termination of the Interlocal. This Agreement does not constitute City approval

for any permits or licenses that may be needed by CELOC or any other entity to hold this event.

15. Term.

If the Comptroller approves creation of the METF for the Event, this Agreement shall remain in effect until 90 days after the 2012 Event, with automatic one-year renewals, terminating 90 days after the Event in the year 2021 (Term), unless terminated sooner only in accordance with the terms of Sections 27 or 29 of this Agreement.

16. City Authority.

The City has the authority to enter into this Agreement in accordance with the terms of the Act and pursuant to the approval of City Council on June 29, 2011. No City appropriation is necessary for performance of this Agreement.

17. City Responsibilities.

A. City responsibilities and obligations include:

(1) Enter into an interlocal agreement with the Comptroller for purposes of requesting participation in the METF program.

(2) Authorize CELOC, and, if requested by CELOC, confirm the authority of CELOC as the City's exclusive Designee, to (i) contribute the Local Increment on the City's behalf, (ii) prepare and submit disbursement and reimbursement request letters to the Comptroller, (iii) receive funds from the METF, and (iv) make annual METF requests to the Comptroller under 34 TAC Section 2.102(a).

(3) Coordinate, cooperate with, and assist CELOC in the submission of invoices, receipts, and other documents evidencing eligible expenses, all as reasonably requested by CELOC, to obtain disbursement and reimbursement of eligible expenses from the METF, including providing prior approval per the Act at 5A(k) and for obligations under 5A(h). Parties acknowledge that the State is the final determiner of what constitute an "eligible expense" for reimbursement purposes.

B. Per 17.A.(2), in carrying out the duties in this Agreement, the City may, and does hereby, designate and authorize CELOC to act as its exclusive Designee and "Local Organizing Committee" for the 2012 to 2021 Events and to perform those certain duties and tasks on behalf of the City as specified in Section 19 below and any such other duties as subsequently agreed by the City and CELOC in writing. Per the Act at 5A(k) and 5A(h), City grants its prior approval for CELOC's submittal to the Comptroller of all disbursement and reimbursement request letters and invoices for eligible expenses related to the Event.

18. CELOC Authority.

CELOC is authorized by the City, and has the authority to fulfill certain responsibilities on the City's behalf, as the City's exclusive Designee under the Interlocal at Section 5, and as further authorized and described at Section 19.

19. CELOC Responsibilities and Authority.

A. Year One Responsibilities and Authority (2012 Event).

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Make a request to the Comptroller under Rule 2.102(a), including requesting that the Comptroller make a Local and State Increment determination per section 5A(b) of the Act (Trust Fund Estimate), with such request made not earlier than one year, but not later than 11 months prior to the next Event. Should the date of the Event be changed, the request may be resubmitted at any time permitted by the Comptroller.

(b) Commission, pay for, or provide for payment of, and submit to the Comptroller, an Economic Impact Study (EIS) assessing estimated tax increment for the next year's Event.

(c) Pay or provide for payment of the City's initial estimated Local Increment contribution, up to the amount of estimated Local Increment determined by the Comptroller, but not to exceed $4 million.

(d) Enter into an Event Support Contract with the Site Selection Organization per Rule 2.100(7)(B).

(e) Submit to the Comptroller documentation of the Site Selection Organization's "highly competitive selection process" per Rule 2.100(6).

(f) Provide and fund a performance bond or other financial or performance assurance (Assurance) per section 5A(t) in a form and with an institution acceptable to the State insuring the State's Increment Funding if the Event is not held in the State (within the time permitted) after a disbursement of the State Increment has been made. The costs to provide the Assurance may be paid out of the Funds as an eligible expense.

(g) Prepare and submit all disbursement request letters for the Event or the METF to the Comptroller, including required documentation and backup information requested by the Comptroller.

(2) CELOC will have one City representative to the CELOC board. This representative will be a non-voting, ex-officio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) "Year One" is described as the period between establishment of the METF and 90 days after the first Event occurrence. Provided, however, the definitions of Year One, Future Year, and Final Year in this Agreement are for administrative purposes only and do not preclude or prohibit CELOC from submitting and receiving disbursements of eligible expenses from one such year or period during a different year or period or otherwise limit CELOC ability or authority to submit for and receive distributions from the METF under this Agreement in accordance with the rules for these distributions established by the Comptroller.

B. Annual Responsibilities and Authority for Future Events (2013-2021 Events).

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Make a request to the Comptroller under Rule 2.102(a), including requesting that the Comptroller make a Local and State Increment determination per section 5A(b) of the Act (Trust Fund Estimate), with such request made not earlier than one year, but not later than 3 months prior to the next Event. Should the date of an Event be changed, the request may be resubmitted at any time permitted by the Comptroller.

(b) Commission, pay for, and submit to the Comptroller an EIS assessing estimated tax increment for the next year's Event, to be submitted on or before 20 days after the previous Event (e.g., an EIS for the 2013 race will be submitted 20 days after the 2012 race).

(c) Commission, pay for, or provide for payment of, and submit to the Comptroller an EIS reassessing estimated tax increment for the previous Event, to be submitted on or before 9 months following each Event per section 5A(w).

(d) Pay or provide for payment of the City's Local Increment contribution up to the amount of estimated Local Increment determined by the Comptroller.

(e) Provide and fund the Assurance with an institution and on terms acceptable to the State insuring the State Increment if the event is not held in the State (within the time permitted) after a disbursement of the State Increment has been made. The costs to provide the Assurance may be paid out of the Funds as an eligible expense.

(f) As the City's Designee or as required by the Comptroller, submit information, including audited statements, attendance figures, and other related information as described per section 5A(i).

(g) Prepare and submit all disbursement request letters for the Event or the METF to the Comptroller, including required documentation and backup information requested by the Comptroller.

(2) CELOC will maintain one City representative on the CELOC board. This representative will be a non-voting ex-oficio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) The annual period for each "Future Year" is described generally as the period between the 91st day after one Event and 90 days after the next Event.

C. Final Year Responsibilities and Authority.

(1) The City authorizes and requests, and by its authorized signature below, CELOC agrees that it will fulfill the following responsibilities and obligations on behalf of the City:

(a) Commission, pay for, or provide for payment of, and submit to the Comptroller, an EIS assessing the final Event, if any occurs during the Final Year period, to be submitted on or before 9 months following the final Event.

(b) As the City's Designee, or as required by the Comptroller, submit information, including audited statements, attendance figures, and other related information as described section 5A(i).

(c) Prepare and submit all disbursement request letters for the Event to the Comptroller, including requested documentation and backup information requested by the Comptroller.

(2) CELOC will maintain one City representative on the CELOC board. This member will be a non-voting, ex-oficio member.

(3) All meetings of CELOC shall be conducted in accordance with the Texas Open Meetings Act.

(4) All records of CELOC shall be open in accordance with the Texas Public Information Act.

(5) The Final Year is described generally as the period between the 91st day after the penultimate Event and 90 days after the last Event.

D. Modifications of obligations and responsibilities.

CELOC's obligations and responsibilities under this Section 19, and the time periods for compliance or performance, as well as the distributions under Sections 22, 23, and 24 may be modified or amended with written approval of the Comptroller and the City; this approval will not be unreasonably withheld. Further, the City may ratify any non-compliant or untimely performance by CELOC and upon such ratification, the compliance or performance will be considered and deemed compliant, performed, cured, and timely. Such ratification is only effective if it is in writing.

20. Funding of Local Increment Year One and Future Years.

A. The City authorizes and requests, and by its authorized signature below CELOC agrees to fulfill, the following obligations and responsibilities on behalf of the City: payment of the City's Local Increment contributions for the Event in Year One and the Event in Future Years, in amounts up to the estimated anticipated Local Increment.

B. If this Agreement and the Interlocal are terminated because CELOC does not meet its financial obligation of depositing the annual Local Increment in amounts up to the estimated anticipated Local Increment, then Circuit of the Americas will guaranty the City against any liability to the Comptroller for any amount the Comptroller asserts that the City owes the Comptroller for such Local Increment, as such obligation is further set out in Section 25 of the Agreement between the City and Circuit of the Americas.

C. Per the Interlocal Agreement, the Local Increment will be matched by the State in a ratio of 1:6.25, but currently for Year One the State match may not exceed the smaller of the estimated State Increment or $25 million.

21. INTENTIONALLY LEFT BLANK FOR EXPANSION.

22. Disbursements in Year One.

A. The City authorizes and approves for disbursement from the METF in the following order of priority:
   (1) To the Site Selection Organization, payment for all or part of the Event service fee, in an amount not to exceed $25,000,000.
   (2) To CELOC, for eligible expenses directly related to the costs of the Assurance.
   (3) To CELOC, in payment of eligible expenses, including the EIS for the Event.

B. No disbursement may be made before proof of Assurance is provided to the State and the City.

23. Disbursements in Future Years.

A. In the period between Year One and termination of this Agreement, the City approves for disbursement from the METF in the following order of priority:
   (1) To the Site Selection Organization, payment for all or part of the Event service fee in advance of the Event, in an amount not to exceed $25,000,000.
   (2) To CELOC, for eligible expenses directly related to the costs of the Assurance.

(3) To CELOC, for eligible expenses, including the Economic Impact Study(ies).

B. No disbursement may be made before proof of Assurance is provided to City and State.

24. Disbursements After Final Year.

A. The City approves for disbursement from the METF after the final Event, in the following order of priority:

(1) To the State of Texas, State reimbursement per section 5A(t), in an amount equal to the State's initial appropriated contribution to the fund, but not to exceed $25,000,000.

(2) To CELOC, for eligible expenses, including theEIS.

(3) Any remaining funds shall be disbursed pro-rata per the Act at 5A(m) to each entity contributing such funds, with CELOC receiving funds it contributed on behalf of the City as the City's Designee.

B. The Assurance provided by CELOC must remain in effect until either (i) the Comptroller has confirmed all disbursements have been properly completed and any obligation to the METF is released, or (ii) the Event occurs in the Final Year.

25. Disbursements Must Be Eligible Expenses.

All disbursements from the METF must constitute eligible expenses, as determined by the State, in accordance with the Act and the Rules.

26. Fund Disbursement Upon Early Termination.

Early termination of this Agreement triggers reimbursement of funds on hand to the party or parties contributing such funds, but only after eligible expenses have been disbursed for applicable Events, per Section 5A(m), with CELOC receiving funds contributed on behalf of the City as City's Designee.

27. Sustainability Initiatives.

A. CELOC and Circuit of the Americas L.L.C. (Circuit of the Americas) will enter into an agreement, with City input, that specifies CELOC's and Circuit of the Americas' responsibilities to accomplish the terms specified in Exhibit A.

B. CELOC will report to the City annually, after any F1 race is held and prior to disbursement of funds to CELOC by Comptroller for the next year's race, on progress made as it relates to the terms specified in Exhibit A.

C. Subject to and following the 30 day notice and opportunity to cure described in section 29 below, there must also be 90 days written notice of intent to terminate

delivered to CELOC, pursuant to this section, with copy to the State (for a total 120 day notice period).

D. Failure to meet items (A) and (B) above, or terms specified in Exhibit A, constitute grounds for termination; provided, however, both parties will first attempt non-binding arbitration to resolve any dispute between the parties with regard to the alleged failure of Circuit of the Americas to meet items (A) and (B) above or the terms specified in Exhibit A. If non-binding arbitration is not successful, the City and CELOC agree to resolve the dispute in the jurisdiction and venue set forth in Section 32 below prior to the City exercising any termination remedy due to such dispute.

E. City and Circuit of the Americas will enter into an agreement that specifies Circuit of the Americas' responsibilities to accomplish the terms specified in Exhibit A. In the event City is entitled to terminate the Contract between the City and Circuit of the Americas, and City has provided notice of the termination of the Contract between the City and Circuit of the Americas, City may terminate this Agreement by giving 90 days advance notice of termination to CELOC.

28. Minority/Women Business Enterprise Initiatives.

City and Circuit of the Americas will enter into an agreement that specifies Circuit of the Americas' responsibilities to accomplish the M/WBE terms specified in that Agreement. In the event City is entitled to terminate the Contract between the City and Circuit of the Americas, and City has provided notice of the termination of the Contract between the City and Circuit of the Americas, City may terminate this Agreement by giving 90 days advance notice of termination to CELOC.

29. Termination With Cause.

A. In the event of a material default by a party relating to the METF authority, rights, and responsibilities set out in this Agreement, the other party shall have the right to terminate the Agreement for cause, but only after written notice of the default is delivered to the party in default via certified mail. The notice shall be effective thirty (30) days after delivery, unless otherwise specified, or the default is cured, as provided below. During this time period, the party alleged to be in default shall have the right to and may cure the event of default, or may provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or that it will be cured in a time satisfactory to the party alleging the default. Evidence may include an opinion from the Comptroller regarding whether or not the alleged default is material to compliance with the Act. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

B. Subject to and following the 30 day notice and opportunity to cure described in Section 29 above, there must also be 90 days written notice of intent to terminate

delivered to the State and the other party pursuant to this Section (for a total 120 day notice period).

C. This Agreement may be terminated upon occurrence of any of the following events which continue beyond the 30 and 90 day notices and opportunities to cure set forth above:
   (1) Termination of the City's Interlocal Agreement with the State of Texas.
   (2) The Event fails to meet the Performance Measures set out below.
   (3) Termination of the City's Agreement with Circuit of Americas.

30. Performance Measures.
   A. Performance measures are:
      (1) The occurrence of an annual Event within the time permitted in the Act at 5A(s) or otherwise approved by the State.
      (2) City and CELOC, respectively, meet all their designated responsibilities as defined in Sections 17 and 19.
      (3) CELOC timely deposits, or causes the deposit of, each Local Contribution.
      (4) Reporting regarding Sustainability Measures for the Event as set forth in Exhibit A.

31. Repeal or Modification of the Act.

This Agreement expressly contemplates its effectiveness under the Act as currently in effect. Should the Act be repealed or modified in such a manner that the Event no longer qualifies under the provisions of the Act, this Agreement shall become voidable by either party on ninety (90) days written notice to the other party and the Comptroller.

32. Jurisdiction and Venue.

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

33. Severability.

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law. However, if it is determined by a court of competent jurisdiction by a non-appealable final judgment that CELOC cannot provide the Local Increment on behalf of the City, this entire Agreement is void.

34. Notices.

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be addressed to the person designated for receipt below. Legal notices shall be sent postage prepaid and Return Receipt Requested.

Other notices and routine communications may be delivered by any other means (fax, e-mail, courier). These notices and communications shall be deemed delivered upon receipt of a successful fax, e-mail, or courier confirmation report by the addressee; provided, that the notice is specifically directed to the attention of the person designated for receipt of notices to City or CELOC. Notice shall be addressed as follows:

To City:
Attn: City Manager
301 W. 2nd St.
Austin, TX 78701

With copy to:
City Attorney
Law Department
301 West 2nd St.
Austin, TX 78701

To CELOC:
Attn: Chairman
100 Congress Avenue, Suite 1350
Austin, TX 78701-2744

With copy to:
Richard T. Suttle, Jr.
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701-2744

35. Estoppel Certificate / Lender Protection

Upon a written request from CELOC, the City shall, within ten (10) business days after receipt of such request, execute and deliver to CELOC and any other party designated by CELOC, an estoppel certificate in form reasonably approved by the City Manager which certifies whether the City has knowledge of any default under this Agreement or CELOC's Performance Measures. CELOC may, from time to time, deliver a written notice of lender ("Notice of Lender") executed by CELOC and notifying the City of a lender for all or part of Circuit of the America's race track facilities and related development. The Notice of Lender must include the name and address of COTA's lender (the "Lender"). Until the City receives a written release of the Notice of Lender from the Lender, the City agrees to provide the Lender a notice of default provided to the Comptroller under Section 29 (B) above and will provide Lender the same 90 day opportunity to cure such default.

36. Assignment.

A party to this Agreement may not assign or transfer its interests under this Agreement except with the written consent of the other party to this Agreement; this consent will not be unreasonably withheld.

37. Amendment.

This Agreement may not be amended in whole or in part except in a written amendment executed by all parties to this Agreement, with copy to the State. Further, to the extent that an amendment to the Interlocal affects CELOC responsibilities or changes the contract term, City agrees that the terms of the Interlocal may not be amended or modified without the prior written consent or approval of CELOC; this consent will not be unreasonably withheld. City agrees to promptly furnish CELOC with copies of all notices it receives or furnishes under the Interlocal.

38. Survival of Obligations.

All provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

39. Business Days.

Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day (i.e., Saturday, Sunday, or a holiday recognized by the U.S. federal government or the State of Texas), then such period or date will be extended until the immediately following business day.

40. No Implied Waiver.

No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations under this Agreement, will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights under this Agreement until the applicable statute of limitations period has run.

41. Limited Indemnity.

THE CELOC AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY REGARDING THE CITY OBLIGATIONS AND RESPONSIBILITIES THAT THE CELOC IS UNDERTAKING ON THE CITY'S BEHALF AS ITS EXCLUSIVE DESIGNEE AS SET OUT IN THIS AGREEMENT AND THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE TEXAS COMPTROLLER.

TO THE EXTENT ALLOWABLE BY LAW, CELOC SHALL ALSO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CITY, OR ANY AGENT OR EMPLOYEE OF THE CITY OR CELOC IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CITY SHALL COORDINATE ITS DEFENSE WITH THE CELOC AS REQUESTED BY THE CELOC.

THIS SECTION IS NOT INTENDED AND SHALL NOT BE CONSTRUED TO REQUIRE CELOC TO INDEMNIFY OR HOLD HARMLESS CITY FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR ITS EMPLOYEES, OR FROM DAILY OPERATIONAL EXPENSES INCURRED BY THE CITY IN THE NORMAL COURSE OF BUSINESS.

EXECUTED on the 31 day of July, 2011, in Austin, Travis County, Texas.

CITY OF AUSTIN, TEXAS

By: _____

Name: Marc A. Ott
Title: City Manager

Date: 7/31/11

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____

Name: Wayne Hollingsworth

Title: Authorized Director

Date: 7-22-11

Exhibit A

1. ***The following items are CELOC responsibilities under the Agreement between the City and CELOC:***

   A. ***Air quality and environmental initiatives***

      (1) Purchase carbon offsets to achieve carbon neutrality for the net carbon emissions associated with all fuel use and energy demands associated with the Formula One race, to include race operations during the event and temporary generation. Cost of offsets are not to exceed $15,000 annually. Carbon impacts and neutrality methodology shall be approved by the City of Austin Office of Sustainability. Possible tools include GreenSports.org OR the Green Sports Alliance.

      (2) A minimum of 50% of carbon offsets will be local, if feasible, and may include options for local tree planting, including on-site trees, and land conservation grants, as carbon offset options.

      (3) Investigate holding the F1 race outside of the Central Texas ozone season (April 1 – October 31).

      (4) If the event is held between April 1 and October 31, develop and submit a plan prior to the first US Grand Prix event, to reduce emissions of Particulate Matter NOx (nitrogen oxides) and CO_2 (carbon dioxide) from the event. The plan should include an estimate of emissions associated with the first event, to the extent practical.

      (5) Establish an Event recycling and composting program for any major event held at the site. At minimum, include Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables. (Same as Universal Recycling Ordinance, plus organics).

      (6) Require Event food and drink vendors to use recycled and/or compostable materials to the extent available.

   B. ***Transportation initiatives***

      (1) Coordinate Event-specific parking and transportation efforts for major events[1] with City of Austin Special Events Offices located in the Austin Transportation Department and Aviation, TXDOT, and Travis County

      (2) Develop an Event-specific Transportation Management Plan for major events. Submit plan by July 31st 2011 to City of Austin Transportation Department Director for review and comment. Plan should be updated annually.

      (3) Obtain a Special Event Permit from City of Austin for any special off-site events, such as event-associated parades or festivals, located within the City limits.

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[1] For the purpose of this agreement, a major event is defined as any event with more than 40,000 attendees, exclusive of employees.

(4) Provide Event-specific satellite parking locations and sufficient mass transportation options for major events.

(5) Limit Event-specific parking on-site to 25,000 parking spots and monitor on-site parking; work toward establishing plans for increasing transit share annually for major events.

(6) Manage the majority of Event-specific parking sales with coordination through a designated single organization for major events.

(7) Where possible, pre-sell and manage all Event-specific parking through the ticket sales process, in order to ease traffic flow tied to major events. Sell assigned parking for major events that are aligned with trip origination locations. Provide parking purchasers for major events with maps guiding them to their parking location.

(8) Commit to seeking a transportation partner for the Formula One Event that provides low emission mass transit vehicles for the shuttle operation, and give contracting preference to the lowest available emissions rapid transit vehicles available that reasonably satisfy the needs of the Event, such as those powered by hybrid electric propulsion equipment, natural gas or propane, or low emission diesel engines that meet tier 3 or 4 standards, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards. Analysis of this item shall be included in the Transportation Management Plan referenced in item B(2).

2. ***The following items are Circuit of the Americas responsibilities under the Agreement between the City and Circuit of the Americas:***

A. ***Air quality and environmental initiatives***

(1) Work with CAPCOG and other relevant governmental entities to establish, by May 1st, 2012, an Air Quality analysis and inventory, modeling, and a mitigation strategy to resolve air quality issues related to major events held between April 1 – October 31. Commit to securing data that allows assessment of emissions specific to the COTA site, subject to an annual cost cap of $50,000.

(2) Utilize a combination of subscription to Austin Energy's GreenChoice program (or its successor) and on-site renewable energy generation to reach at least 50% of all non-event energy demands. At least 5% of the demands can be met by on-site renewable energy generation.

(3) Land preservation and restoration of all disturbed areas, including implementing a combination of xeriscaping, integrated pest management, and water quality controls.

(4) The majority of new plantings will use naturally drought-tolerant native and adaptive landscaping to promote water conservation.

(5) Make a minimum of 5 acres in the floodplain available for a community garden or farm. Make reasonable efforts to locate the site as close to an available water source as possible.

(6) Follow Environmental Board recommendations:
   a) Comply with new commercial landscape standards.
   b) Comply with parking lot shading areas.
   c) Investigate the restoration of riparian of Dry Creek.
   d) Demonstrate a black land prairie land restoration.
   e) Perform restoration of Dry Creek Riparian Corridor and Blackland Prairie Corridor, by working with partners such as Texas A&M.
   f) Establish a monitoring program of any pervious pavement used on site.

(8) Achieve a minimum of 2 Stars in the Sustainable Sites Initiative by the end of 2013. Work with local partners such as LBJ Wildflower Center or Center for Maximum Potential Building Systems to achieve compliance.

(9) Plant at least 800 trees on-site and establish a maintenance program.

(10) Establish a Facility recycling and composting program for any major event held at the site. At minimum, include Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables. (Same as Universal Recycling Ordinance, plus organics).

(11) Require Facility year-round food and beverage vendors to use recycled and/or compostable materials to the extent available.

(12) Protect existing wetlands and Critical Environmental Features.

(13) Strive to reduce emissions of Particulate Matter NOx (nitrogen oxides) and CO_2 (carbon dioxide) from construction, transit and maintenance vehicles for all construction activities and major events to occur after the first US Grand Prix Event.
   a) Give preference to contractors using lowest emission transit, construction, maintenance and generation equipment in future or renewed contracts, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards..
   b) Give preference to contractors using the lowest emissions diesel engines available, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards.. Specify use of Tier 3 or Tier 4 emission equipment and ultra low sulfur fuels, where feasible. Use as many of the suggested measures as feasible from the COA Construction Equipment Emission Reduction Toolkit: http://www.dieselnet.com/standards/us/nonroad.php#tier4 Do an inventory and report to the City of Austin annually.
   c) Use reasonable efforts to use cleanest equipment available, such as electric, four cycle or propane-fueled lawnmowers, line trimmers and electric hand-held equipment for landscape maintenance.[2]

[2] New EPA standards include hydrocarbon and nitrogen oxides exhaust emission standards of 10 g/kW-hr for Class I engines starting in the 2012 model year and 8 g/kW-hr for Class II engines starting in the 2011 model year.

B. Transportation

(1) Develop a Transportation Management Plan for all major events.[3] Submit plan to City of Austin Transportation Department Director for review and comment. Plan should be updated annually.

(2) Coordinate parking and transportation efforts for major events with City of Austin Special Events Offices located in the Austin Transportation Department and Aviation, TXDOT, and Travis County.

(3) For any special off-site events such as event-associated parades or festivals located within the City of Austin, require the event-sponsor to obtain a Special Event Permit from City of Austin.

(4) Require all major events held at the COTA to provide satellite parking locations and sufficient mass transportation options.

(5) Limit parking on-site to 25,000 parking spots and monitor on-site parking; work toward increasing transit share annually for major events.

(6) Manage the majority of all parking sales and coordination through a designated single organization for major events.

(7) Where possible, pre-sell and manage all parking through the ticket sales process, in order to ease traffic flow tied to major events. Sell assigned parking for major events that are aligned with trip origination locations. Provide parking purchasers for major events with maps guiding them to their parking location.

(8) Commit to seeking a transportation partner that provides low emission mass transit vehicles for the shuttle operation, and give contracting preference to the lowest available emissions rapid transit vehicles available that reasonably satisfy the needs of the event, such as those powered by hybrid electric propulsion equipment, natural gas or propane, or low emission diesel engines that meet tier 3 or 4 standards, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards.

(9) Post a policy and undertake reasonable enforcement to limit unnecessary idling of vehicles being used to supply heat or air conditioning necessary for passenger comfort and safety, in vehicles intended for commercial or public passenger transportation, or passenger transit operations, to a maximum of 30 minutes.

(10) Commit to working with relevant governmental entities to dedicate traffic lanes on all appropriate roads entering the site to mass transit for major events.

(11) Work with relevant governmental entities to establish a dedicated bike facility by the first major event, that would provide direct access to the site; provide public showers for major events.

(12) Explore partnerships with Austin Energy to provide on-site charging stations (110/240 volt) for electric, hybrid/electric vehicles, electric

[3] For the purpose of this agreement, a major event is defined as any event with more than 40,000 attendees exclusive of employees.

scooters, pony packs, and electric landscaping equipment, to facilitate charging.

C. Future On-site Development

(1) Any future buildings (i.e. buildings not currently under construction or in review) of over 2000 Square Feet will achieve a minimum 2 Star rating in Austin Energy's Green Building program OR achieve Silver LEED certification. Work with Office of Sustainability and Austin Energy Green Building with the goal of achieving higher levels of green building certification, including leveraging all available incentives.

(2) Building design and window placement to maximize natural light and passive solar design.

(3) All new toilets and urinals meet or exceed low flow requirements, as defined by the Austin Uniform Plumbing Code, to achieve water reduction.

D. Ongoing Collaboration on Sustainability Efforts

(1) Establish an ongoing partnership with the City's Sustainability Office to implement best practices on site-specific sustainability efforts and collaborate on educational tours and demonstrations at the site.

(2) Designate a single point-of-contact for the facility's sustainability efforts.

E. Green Technology R&D

(1) Coordinate with partners including UT, Texas State, Huston-Tillotson, Texas A&M, and Austin Technology Incubator to support the establishment of a Green Racing and Transportation Research, Education, and Testing Center or similar low carbon transportation technology incubator at the site.

(2) Allow reasonable access to the track facilities for electric vehicle research and testing.

(3) COTA shall make good faith efforts in partnership with other interested parties to raise, within 18 months from the date on which the contract is signed between the City and COTA, $5 million to fund on-site green technology and research & development projects, in one or more of the following categories: solar power, automotive fuel efficiency, electric vehicles, biofuels, geothermal, or wind power. COTA shall cooperate with the City to seek US Department of Energy funds to support any resulting green technology R&D projects.

F. Alternative Energy Events

(1) Commit to hosting alternative energy, energy-efficient car races such as:
   a) F-zero Race
   b) Go Green Auto Rally
   c) SAE Solar Races

(2) Commit to hosting bicycle and foot races at the track.

(3) Publicly advocate for electric vehicle research and testing, including the pursuit of business partnerships.

(4) Agree to host public awareness event to advance community knowledge of the available options for green energy or transportation.

G. Community Sustainability

(1) Make good faith efforts to comply with the standards and principles of the City's MBE/WBE ordinance per Section 12 of the Agreement between the City and Circuit of the Americas

(2) Reporting as required by Agreement between CELOC and City and Agreement between COTA and City, respectively. Commit to recruiting local hires through job fairs and local media outreach.

(3) Continue educational partnerships with area schools and universities on sustainability and technology issues.