

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744

November 27, 2012

Via First Class Mail

Office of the Comptroller
Attn: Philip Ashley, Fiscal Management
P. O. Box 13528, Capitol Station
Austin, Texas 78711-3528

Via Hand Delivery

Texas Comptroller of Public Accounts
Attn: Philip Ashley, Fiscal Management
Lyndon B. Johnson State Office Bldg.
111 East 17th Street
Austin, Texas 78711-3528

RE: Request for Reimbursement from Major Event Trust Fund Established for Formula 1 Automobile Race

Dear Madams/Sirs:

This letter and enclosures are delivered to you by Circuit Events Local Organizing Committee, a Texas non-profit corporation ("CELOC") pursuant to the Major Events Trust Fund program under Tex. Rev. Civ. Stat. Art. 5190.14, Sec. 5A (the "Act") and 34 Texas Administrative Code Rule 2.200 *et seq.* (the "Rules"), in furtherance of the purposes of and to request reimbursements of qualifying costs and expenses from the Major Events Trust Fund account (the "Fund") established under the Act in support of the Formula 1 United States Grand Prix (the "Event"), by letter dated August 12, 2012 from Mr. Martin A. Hubert, Deputy Comptroller, to Mr. Marc Ott, City Manager for the City of Austin, Texas, which Event for 2012 was held on November 16 – 18, 2012, in Austin, Texas.

CELOC, in its capacity as the "local organizing committee" under the Act, as designated agent of the City of Austin for purposes of the Event and administration of the Fund (under that certain Agreement between CELOC and the City of Austin, dated June 31, 2011, as amended by letter agreement dated July 3, 2012) and, as authorized by the Board of Directors of CELOC at its meeting of November 15, 2012, respectfully submits this request for reimbursement of qualified costs and expenses for the 2012 Event from the Fund established under the Act in support of the Formula 1 United States Grand Prix held on November 16 – 18, 2012, in Austin, Texas.

In support of this reimbursement request, CELOC includes the following attachments:

1. A spreadsheet specifying the qualifying costs and expenses, following the format required by your office, which is (a) organized by type of expenditure, (b) listing whether the obligation is evidenced by invoice, contract or receipt number, (c) listing the invoice, contract or receipt date, (d) listing the vender, (e) providing an expense description and (f) listing the disbursement amount;
2. Each line item cost or expense obligation on the spreadsheet is evidenced by enclosure of the particular invoice, contract provision or receipt for that particular line item; and,

3. The payment of each line item cost or expense obligation on the spreadsheet is evidenced by enclosure of the particular check or wire transfer receipt for that particular line item.

While the included listed and substantiated qualifying costs and expenses submitted with this request total \$34,737,044.86, we understand that the requested reimbursements out of the Fund are (i) subject to review and approval by the comptroller's office and (ii) are further limited to the actual funds in the Fund account, which we understand will be \$29,329,984, per Mr. Hubert's August 12, 2012 letter establishing the Fund. And, although we are confident that the amounts included in the enclosed spreadsheet will be approved as qualifying reimbursable amounts by the Comptroller's office, in the event that an aggregate amount of costs or expenses are not so approved, resulting in approved expenses less than the anticipated \$29,329,984 Fund account balance, then CELOC anticipates submitting additional and supplemental qualified costs and expenses in amounts to utilized the full Fund account balance.

Also, as required by the rules under 34 TAC Section 2.204 (the "Reimbursement Rules"), CELOC submits and certifies as follows:

1. The costs and expenses submitted herein have been used to finance the costs of the Event related to (i) applying or bidding for selection as the site of the Event, (ii) making preparations necessary and desirable for the conduct of the Event, and (iii) conducting the Event. (34 TAC Section 2.204(a))

2. Any reimbursement received by CELOC from the Fund will not be used to make payments that are not directly attributable to allowable costs described in the Reimbursement Rules and CELOC understand that such payments are subject to verification requests by the Comptroller. (34 TAC Section 2.204(b))

3. CELOC has previously (prior to the Event) submitted a copy of the Event Support Contract (as described in 34 TAC Section 2.100(4)) between CELOC and Formula One Management Limited for the Event to the Comptroller. (34 TAC Section 2.204(c))

4. CELOC, as designated agent for and on behalf of the City of Austin, has wired the Local Increment amount of \$4,045,516 to the Comptroller to be deposited into the Fund account and matched by the Comptroller, at a multiplier of 6.25, with state funds. Thus, the City of Austin, as the endorsing municipality will not be subject to withholding of local tax funds under a withholding plan. (34 TAC Section 2.204(c) and (d))

5. The City of Austin, as the only endorsing municipality for the Event, will not be receiving reimbursements out of the Fund directly from the Comptroller, therefor neither the Texas Taxpayer Identification Number nor the Comptroller Form AP-152 are necessary. (34 TAC Section 2.204(e)(1))

6. The amount requested to be reimbursed is \$29,329,984, the full balance anticipated to be in the Fund, provided that as noted above, CELOC has submitted total qualifying expenses of

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

Page 3

\$34,737,044.86, understanding that the submitted qualifying expenses to be reimbursed is limited to the Fund balance. (34 TAC Section 2.204(e)(2))

7. The costs and expenses submitted herein have been used to finance the costs of the Event related to (i) applying or bidding for selection as the site of the Event, (ii) making preparations necessary and desirable for the conduct of the Event, and (iii) conducting the Event and include costs and expenses for traffic and safety planning, temporary facilities to accommodate the large crowds anticipated, traffic engineering services to create a traffic plan to accommodate the large number of vehicles anticipated for the Event and the sanction fee to secure and hold the event payable to Formula One World Championship, Ltd., an affiliate of Formula One Management Limited. (34 TAC Section 2.204(e)(3))

8. The costs and expenses listed in this reimbursement request do not include expenses to solicit the relocation of a professional sports franchise located in this state and, to the undersigned's knowledge, no expenses have been utilized and no monies from the Fund will be utilized to solicit the relocation of a professional sports franchise located in this state. . (34 TAC Section 2.204(e)(4))

9. CELOC requests that all approved reimbursements of the qualifying costs and expenses submitted with this request be made by direct deposit into the depository account of CELOC at PlainsCapital bank in Austin, Texas. Wiring instruction for that account will be provided upon request. (34 TAC Section 2.204(e)(5))

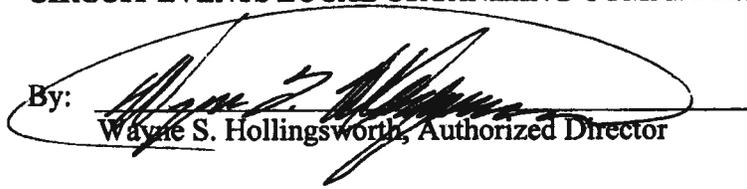
10. A detailed list of expenditures for reimbursement is included on the enclosed spreadsheet, together with copies of the invoices for such expenditures and supporting documentation showing payment of such invoices. (34 TAC Section 2.204(e)(6) – (8))

11. The costs and expenses listed in this reimbursement request do not include payroll expenditures of CELOC or, to the knowledge of the undersigned, Circuit of the Americas, LLC, there for the requirement of 34 TAC Section 2.204(e)(9) is not applicable.

If you have any questions or comments or require additional information regarding this request or the enclosed material, please do not hesitate to call me.

Sincerely,

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: 

Wayne S. Hollingsworth, Authorized Director

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

Page 4

Enclosures

cc: Martin A. Hubert, Deputy Comptroller (w/ Enclosures)
Robert Wood, Comptroller's Office, Director of Economic Development (w/ Enclosures)
Sam Bryant, CELOC Director (w/ Enclosures)
Ford Smith, CELOC Director (w/ Enclosures)
Rodney Gonzalez, CELOC Director (w/ Enclosures)
Steve Sexton, President, Circuit of the Americas
Richard T. Suttle, Jr., Armbrust & Brown, PLLC

WSH:dp

Event Name: 2012 Formula 1 Invoices Subject to METF Reimbursement

Order Requirement to Host Reference	Event Support Contract / Requirement to Host Reference	Invoice, Contract or Receipt Number	Invoice, Contract or Receipt Date	Vendor	Expense Description [Specifically describe what was purchased]	Disbursement Amount Requested	Circuit of the Americas Notes
1 Traffic and Safety Plan	1 Traffic and Safety Plan	Installment 1/Wire ID 55865288	08/01/12	Transportation Management Service.	25% shuttle bus program planning & operation	\$ 393,526.50	
2 Traffic and Safety Plan	2 Traffic and Safety Plan	Installment 2/Wire ID 56760094	09/15/12	Transportation Management Service.	25% shuttle bus program planning & operation	\$ 393,526.50	
3 Traffic and Safety Plan	3 Traffic and Safety Plan	Installment 3/Wire ID 58207030	11/01/12	Transportation Management Service.	25% shuttle bus program planning & operation	\$ 393,526.50	
4 Traffic and Safety Plan	4 Traffic and Safety Plan	Installment 4/Wire ID 58706026	11/20/12	Transportation Management Service.	25% shuttle bus program planning & operation	\$ 393,526.50	
5 Traffic and Safety Plan	5 Traffic and Safety Plan	Bill #10.24.12 Deposit/Check 11377	10/24/2012	Texas Tollway Authority	Tolls for shuttle buses used on F1 weekend	\$ 50,000.00	
6 Traffic and Safety Plan	6 Traffic and Safety Plan	Bill #11.13.12/Check 11583	11/13/12	VIA Metropolitan Transit	Buses for F1 weekend	\$ 37,500.00	
7 Temporary facilities	7 Temporary facilities	APS-0002/Wire ID 56132219	08/14/12	AP Seating	40% on Second Deposit for 2012 Seats	\$ 704,000.00	
8 Temporary facilities	8 Temporary facilities	APS-0003/Wire 56756612	08/24/12	AP Seating	Additional Work on ADA Ramps	\$ 66,350.90	
9 Temporary facilities	9 Temporary facilities	1st Installation/Wire 57419418	10/08/12	GL Slick Seating	Seats & structures	\$ 1,000,000.00	
10 Temporary facilities	10 Temporary facilities	2nd Installation/Wire 57560979	10/12/12	GL Slick Seating	Seats & structures	\$ 500,000.00	
11 Temporary facilities	11 Temporary facilities	3rd Installation/Wire 58101108	10/26/12	GL Slick Seating	Seats & structures	\$ 379,114.00	
12 Temporary facilities	12 Temporary facilities	D11-001-12/Check 10025	07/17/12	Horne Tipps Trophy Suites	Deposit on Lease of Trophy Suites	\$ 531,813.63	
13 Temporary facilities	13 Temporary facilities	511-001-12/Check 10252	07/17/12	Horne Tipps Trophy Suites	Second Payment on Lease of Trophy Suites	\$ 265,906.82	
14 Temporary facilities	14 Temporary facilities	Wire ID 58641094	11/12/12	Horne Tipps Trophy Suites	Third Payment on Lease of Trophy Suites	\$ 265,906.81	
15 Temporary facilities	15 Temporary facilities	0001704-IN	07/19/12	Shaffer Sports	Tents - 20% deposit	\$ 359,685.31	
16 Temporary facilities	16 Temporary facilities	0001722-IN/ Wire 55865254	08/09/12	Shaffer Sports	Tents - 50% Progress Payment	\$ 899,213.27	
17 Temporary facilities	17 Temporary facilities	851-2643-2	07/25/12	Tower Events and Seating Rentals	15% Deposit per Rental Contract for Seating and ADA Platforms	\$ 45,844.58	
17 Temporary facilities	17 Temporary facilities	851-2643-4	07/25/12	Tower Events and Seating Rentals	15% for Progress Payment #1 per rental contract for seating and ADA platforms	\$ 45,844.58	
18 Temporary facilities	18 Temporary facilities	851-2643-6/ Wire ID 56132310	08/11/12	Tower Events and Seating Rentals	15 % for Progress Payment #2 per Rental Contract for Temporary Seating	\$ 45,844.58	
19 Temporary facilities	19 Temporary facilities	851-2643-8/ Wire ID 56954256	09/04/12	Tower Events and Seating Rentals	30% for Progress Payment #3 per Rental Contract for Seating and ADA Platforms	\$ 91,689.16	
20 Temporary facilities	20 Temporary facilities	851-2643-10/ Wire ID 57418231	09/18/12	Tower Events and Seating Services	25% Final Progress Payment for Seating and ADA Platforms	\$ 76,407.64	
21 Temporary facilities	21 Temporary facilities	851-2643-5/ Wire ID 55865195	08/08/12	Tower Events and Seating Services	2nd 15% Deposit for Seating and ADA Platforms	\$ 364,325.07	
22 Temporary facilities	22 Temporary facilities	851-2643-3/ Wire ID 56132322	07/25/12	Tower Events and Seating Services	15% Progress Payment #2 for Seating and ADA Platforms	\$ 364,325.07	
23 Temporary facilities	23 Temporary facilities	851-2643-7/ Wire ID 56954269	09/04/12	Tower Events and Seating Services	15% Progress Payment #3 for Seating and ADA Platforms	\$ 364,325.07	
24 Temporary facilities	24 Temporary facilities	851-2643-9/ Wire ID 57418241	09/18/12	Tower Events and Seating Services	15% Progress Payment #4 for Seating and ADA Platforms	\$ 364,325.07	
25 Temporary facilities	25 Temporary facilities	851-2643-11/Wire ID 58704146	11/20/12	Tower Events and Seating Services	15% Progress Payment #2 for Seating and ADA Platforms	\$ 607,208.46	
26 Temporary facilities	26 Temporary facilities	8.15.12 Deposit/Check 10289	08/15/12	United Site Services	Remaining 25% for Seating and ADA Platforms	\$ 121,653.79	
27 Temporary facilities	27 Temporary facilities	4761189/Check 2464	03/31/12	Kimley-Horn and Associates	1st Deposit 25% per Contract for Trailers and Toilets	\$ 19,550.00	
28 Traffic engineering services	28 Traffic engineering services	4774630/Check 2641	04/30/12	Kimley-Horn and Associates	Traffic engineering services - March 2012	\$ 28,750.00	
29 Traffic engineering services	29 Traffic engineering services	069229100-0512/Check 10411	05/31/12	Kimley-Horn and Associates	Traffic engineering services - April 2012	\$ 28,750.00	
30 Traffic engineering services	30 Traffic engineering services	069229100-0612/Check 10021	06/30/12	Kimley-Horn and Associates	Traffic engineering services - May 2012	\$ 5,750.00	
31 Traffic engineering services	31 Traffic engineering services	069229100-0712/Check 10322	07/31/12	Kimley-Horn and Associates	Traffic engineering services - June 2012	\$ 11,500.00	
32 Traffic engineering services	32 Traffic engineering services	069229100-0812/Check 10828	08/31/12	Kimley-Horn and Associates	Traffic engineering services - July 2012	\$ 8,050.00	
33 Traffic engineering services	33 Traffic engineering services	102511/Check 1932	10/25/11	Vasta & Associates	Traffic engineering services - August 2012	\$ 48,326.66	
34 Traffic engineering services	34 Traffic engineering services	070112/Check 3009	07/01/12	Vasta & Associates	1st installment, traffic administration contract payment	\$ 48,326.66	
35 Traffic engineering services	35 Traffic engineering services	020812/Wire Ref 1520120	08/01/12	Vasta & Associates	2nd installment, traffic administration contract payment	\$ 48,326.66	
36 Traffic engineering services	36 Traffic engineering services	FWC0004555/Wire 48756974	5/12/2011	Formula One	3rd installment, traffic administration contract payment	\$ 25,000,000.00	
37 Sanction Fee	37 Sanction Fee				2012 Sanction fees	\$ 25,000,000.00	
TOTAL INVOICES						\$ 34,737,044.86	

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 55865288

Confirmation No: 6403300228JO0000
Clearing Ref: Pending

Pay Method: FED
Value Date: 08/15/2012
Status: Released

Payment Amount: USD 393,526.50

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 104396
Name: TRANSPORTATION MANAGEMENT SERVICES
Address:

Bene Bank:
Name:
Address:

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/15/2012 04:50 PM ET

Last Approved By: H0447923
Last Approved On: 08/15/2012 05:12 PM ET

Released By: H0447923
Released On: 08/15/2012 05:13 PM ET

*pd via wire
8/15/12*



TRANSPORTATION MANAGEMENT SERVICES

17810 Meeting House Road, Suite 200

Sandy Spring, MD 20860

301.260.2070 Office

800.437.7629 Toll Free

301.260.1124 Fax

WIRE TRANSFER FORM
(One Time Wire Transfer)

Date of Wire Transfer: 8/15/12

Total Amount of Wire Transfer: \$ 393,624.50

Currency: USD

TRANSFER OF FUNDS FROM:

Sender Name: Circuit of the Americas

Origin of Funds: Austin, USA
(CITY) (COUNTRY)

TRANSFER OF FUNDS FOR:

Name of Event: F1

TRANSFER OF FUNDS TO:

Transportation Management Services

United Bank
7787 Leesburg Pike
Falls Church, VA 22043

Contact: Maria Greyson
703-734-1213

ONCE YOU HAVE SENT THE WIRE TRANSFER FROM YOUR BANK, PLEASE COMPLETE THIS FORM AND FAX YOUR COPY TO 301-260-1124 OR EMAIL TO ACCOUNTING@TMS.COM

COTA TRANSPORTATION CONTRACT

This COTA Transportation Contract (this "Agreement") is dated as of July 23, 2012 and effective as of June 18, 2012 (the "Effective Date") and is by and between Circuit of the Americas, LLC, a Texas limited liability company with its principal place of business at 301 Congress Avenue, Suite 220, Austin, Texas, 78701 and Transportation Management Services, Inc., a Maryland corporation with its principal place of business at 17810 Meetinghouse Road, Suite 200, Sandy Spring, MD 20860 ("TMS"). COTA and TMS are referred to individually as a "Party" and collectively at the "Parties".

For and in consideration of the mutual covenants and agreements contained in this Agreement, COTA and TMS agree as follows:

AGREEMENT

1. SERVICES PROVIDED

1.1 F1 Events. TMS shall provide some aspects of the event transport design, planning and operations for the Formula One (F1) annual circuit race in Austin, Texas (the "F1 Event") in accordance with the terms of this Agreement (collectively, the "Services"). The Services are described in more detail on Exhibit 1.

1.2. Term. Except as otherwise provided in this Agreement, the term of this Agreement (the "Term") shall commence on the Effective Date and expire on November 30, 2012; provided, however, that renewal of contracts is at the sole discretion of COTA and shall be determined upon performance in November. For TMS, COTA will detail remittance specifics in final agreement.

2. SCOPE OF SERVICE

2.1 Quality of the Services. Without limitation of the other obligations of TMS set forth in this Agreement, TMS agrees to provide first class transportation services including but not limited to planning, plan documentation, procurement, coordination, staffing and execution for the F1 Event.

2.2 Requirements

(a) Planning & Management of Transportation System. TMS shall designate (with prior written approval of COTA) a full-time Project Manager who will serve as the principal TMS contact with respect to all aspects of the Services to be provided under this Agreement. TMS shall designate a team of transportation planners to ensure the development and documentation of a comprehensive plan and the seamless implementation of the transportation program. TMS shall supervise and train all personnel involved in the provision of the Services hereunder. TMS shall be responsible for the method and manner in which its personnel perform the Services. TMS hereby acknowledges and agrees to perform the Services in a professional and workmanlike manner, in accordance with any

and all professional and other standards generally and currently prevailing in the industry for similar services. Additionally, TMS shall provide the Services: (a) in a commercially reasonable manner; (b) in a manner that does not favor any other person or entity over COTA; and (c) with the same level of care that TMS has prior to the date of this Agreement performed such services in comparable circumstances (but in no event with less than a degree of care that is reasonable under the circumstances). TMS shall provide all Services in accordance with all applicable laws.

(b) Staging Areas. As part of the planning process, separate transportation hubs and staging areas will be identified, in conjunction with TMS, for each route; and pick-up/drop-off points shall be identified with specific color-coded signage, recommended by COTA.

(c) Driver Standards. All drivers must hold a valid operator's license for the specific equipment used for the Services. All drivers shall be demonstrably familiar with all routes required to provide timely transportation on the specified routes. COTA will approve appropriate routes in cooperation with TMS and local law enforcement and transportation officials. All drivers are required to abide by designated routes, as well as any and all local traffic ordinances. TMS shall ensure that all drivers are knowledgeable regarding area streets and shall review with each driver the requirements of each assignment to be provided under this Agreement prior to the commencement of such assignment. Drivers shall wear the selected supplier's standard uniform or the designated apparel approved by COTA, at TMS's expense.

(d) Equipment Standards. TMS shall ensure that (i) any selected supplier will provide equipment that reflects favorably on COTA and F1, (ii) all equipment meets Texas Department of Transportation ("TDOT") operating and safety standards, and (iii) all equipment is properly licensed to operate in Texas and meets all safety and operational requirements of TDOT. Motor coaches shall be well maintained, undamaged and all accessories operational. The exteriors and interiors shall be clean and free of unacceptable markings in appearance at all times. COTA and designated law enforcement will have the right to inspect each bus prior to being put into service on each F1 Event day. COTA may utilize audio/visual equipment available on the selected supplier's equipment/vehicles (including but not limited to the use of microphones, video recorders/players if available on specific vehicle types, as well as the broadcast of certain programming across publicly available channels).

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 emission 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 reasonable incremental cost compare to other providers that do not meet these standards.

TMS will also develop and provide a policy to limit unnecessary idling of vehicles maximum of 30 minutes. This policy will apply to vehicles being used to provide HVAC necessary for passengers comfort and safety, vehicles intended for commercial or public transport, and to passenger transit operations.

3. COMPENSATION

3.1 Compensation. TMS shall receive compensation for the Services as specified in Exhibit 1 attached hereto, dated 23 July, 2012 and as follows:

(a) Total Fixed Costs:

- 15 ~~th~~ *sc*
- i. On or before August 15, 2012, TMS shall receive ~~\$393,526.50~~ *8/14/15* which represents a 25% deposit of \$1,574,106.00 (~~the "Total Fixed Costs"~~);
 - ii. No later than September 15, 2012, TMS shall receive a second deposit in the amount of \$393,526.50;
 - iii. No later than November 1, 2012, TMS shall receive a third deposit in the amount of \$393,526.50; and
 - iv. Following the F1 Event, COTA shall pay TMS the outstanding balance (as adjusted to accommodate COTA-approved on-site additions to service) no later than ten (10) days from receipt of a final invoice from TMS. COTA shall be responsible for all toll charges incurred during the F1 Event. If not paid in advance, TMS will invoice COTA on the final invoice.

Driver hotel accommodations will be coordinated through COTA and paid by TMS. TMS will require drivers to stay two (2) to a room and will be assigned to persons of the same gender and company. COTA shall finalize hotel arrangements by August 1, 2012.

TMS reserves the right to invoice separately for additional service level increases in accordance with the terms of this Agreement. Additional equipment orders above those specified in Exhibit 1 attached will be subject to availability and subject to price increases based on market costs after October 1.

4. INDEMNIFICATION AND INSURANCE

4.1 Insurance Requirements: TMS and its subcontractors shall at all times, at their own cost and expense, during the Term carry insurance with reputable carriers acceptable to COTA, with the coverage, endorsements, and minimum limits of liability required by COTA. TMS shall require all subcontractors and third parties performing work or providing the Services to carry insurance with the coverage, endorsements, and minimum limits of liability required by COTA.

(a) Workers' Compensation and Employers' Liability Policy. TMS and any subcontractors shall carry Worker's Compensation with State statutorily required

Funds Transfer Initiation Transaction Detail Report By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ██████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 56760094

Confirmation No: 5993500258JO0000 Pay Method: FED
Clearing Ref: 0917B1QGC07C000754 Value Date: 09/17/2012
Status: Released

Payment Amount: USD 393,526.50

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 9853934587
Name: TRANSPORTATION MANAGEMENT SERVICES
Address:

Bene Bank: ██████████0113
Name: ALLFIRST, A DIVISION OF M&T BANK
Address: P.O.BOX 17086, BALTIMORE
MARYLAND, UNITED STATES
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 09/14/2012 06:27 PM ET

Last Approved By: H0447923
Last Approved On: 09/14/2012 07:05 PM ET

Released By: H0447923
Released On: 09/14/2012 07:06 PM ET

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 58207030

Confirmation No: 5386000306JO0000 Pay Method: FED
Clearing Ref: 1101B1QGC02C004098 Value Date: 11/01/2012
Status: Released

Payment Amount: USD 393,526.50

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 104396
Name: TRANSPORTATION MANAGEMENT SERVICES
Address:

Bene Bank: ████████4445
Name: UNITED BANK
Address: 11185 MAIN ST, FAIRFAX, VIRGINIA
UNITED STATES
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 11/01/2012 04:14 PM ET

Last Approved By: H0447923
Last Approved On: 11/01/2012 04:26 PM ET

Released By: H0447923
Released On: 11/01/2012 04:28 PM ET

TMS will also develop and provide a policy to limit unnecessary idling of vehicles maximum of 30 minutes. This policy will apply to vehicles being used to provide HVAC necessary for passengers comfort and safety, vehicles intended for commercial or public transport, and to passenger transit operations.

3. COMPENSATION

pd via wire 10.1.12
posted in NS

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(a) Total Fixed Costs:

- 45th P.P. SC
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BW
8/14/15

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4.1 Insurance Requirements: TMS and its subcontractors shall at all times, at their own cost and expense, during the Term carry insurance with reputable carriers acceptable to COTA, with the coverage, endorsements, and minimum limits of liability required by COTA. TMS shall require all subcontractors and third parties performing work or providing the Services to carry insurance with the coverage, endorsements, and minimum limits of liability required by COTA.

(a) Workers' Compensation and Employers' Liability Policy. TMS and any subcontractors shall carry Worker's Compensation with State statutorily required

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 58706026

Confirmation No: 3006700325JO0000 Pay Method: FED
Clearing Ref: 1120B1QGC05C004885 Value Date: 11/20/2012
Status: Released

Payment Amount: USD 393,526.50

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 9853934587
Name: TRANSPORTATION MANAGEMENT SERVICES
Address:

Bene Bank: ████████0113
Name: ALLFIRST, A DIVISION OF M&T BANK
Address: P.O.BOX 17086, BALTIMORE
MARYLAND, UNITED STATES
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 11/20/2012 10:18 AM ET

Last Approved By: H0447923
Last Approved On: 11/20/2012 12:04 PM ET

Released By: H0447923
Released On: 11/20/2012 12:05 PM ET

TMS will also develop and provide a policy to limit unnecessary idling of vehicles maximum of 30 minutes. This policy will apply to vehicles being used to provide HVAC necessary for passengers comfort and safety, vehicles intended for commercial or public transport, and to passenger transit operations.

3. COMPENSATION

pd via wire 10.1.12
posted in NS

3.1 Compensation. TMS shall receive compensation for the Services as specified in Exhibit 1 attached hereto, dated 23 July, 2012 and as follows:

(a) Total Fixed Costs:

- 45 ~~th~~ SC
- i. ~~On or before August 1, 2012, TMS shall receive \$393,526.50 which represents a 25% deposit of \$1,574,106.00 (the "Total Fixed Costs");~~
 - ii. No later than September 15, 2012, TMS shall receive a second deposit in the amount of \$393,526.50;
 - iii. No later than November 1, 2012, TMS shall receive a third deposit in the amount of \$393,526.50; and
 - iv. Following the F1 Event, COTA shall pay TMS the outstanding balance (as adjusted to accommodate COTA-approved on-site additions to service) no later than ten (10) days from receipt of a final invoice from TMS. COTA shall be responsible for all toll charges incurred during the F1 Event. If not paid in advance, TMS will invoice COTA on the final invoice.

Bu
8/14/16

Driver hotel accommodations will be coordinated through COTA and paid by TMS. TMS will require drivers to stay two (2) to a room and will be assigned to persons of the same gender and company. COTA shall finalize hotel arrangements by August 1, 2012.

TMS reserves the right to invoice separately for additional service level increases in accordance with the terms of this Agreement. Additional equipment orders above those specified in Exhibit 1 attached will be subject to availability and subject to price increases based on market costs after October 1.

4. INDEMNIFICATION AND INSURANCE

4.1 Insurance Requirements: TMS and its subcontractors shall at all times, at their own cost and expense, during the Term carry insurance with reputable carriers acceptable to COTA, with the coverage, endorsements, and minimum limits of liability required by COTA. TMS shall require all subcontractors and third parties performing work or providing the Services to carry insurance with the coverage, endorsements, and minimum limits of liability required by COTA.

(a) Workers' Compensation and Employers' Liability Policy. TMS and any subcontractors shall carry Worker's Compensation with State statutorily required

EXHIBIT "B"
EVENT SERVICE OUTLINE AND COST

VIA Metropolitan Transit and Circuit of the Americas

REVISED 11/13/2012

EVENT: FORMULA 1 RACE – AUSTIN, TEXAS

DATES: NOVEMBER 18, 2012

CIRCUIT OF THE AMERICAS Service Requirements:

Shuttle Service To: Formula 1 Race
Service From: Spectator Parking Lots
Number of Buses: THIRTY (30) BUSES
Service Hours: 1:00 P.M. – 7:00 P.M.

VIA METROPOLITAN TRANSIT Frequency Requirements:

Number of Vehicles: THIRTY (30) BUSES
Prep/Travel/Service Time: 1030 - 2030 HOURS
Total Bus Hours: 300 HOURS

NOTE: In order to cover any additional transportation service demands beyond CIRCUIT OF THE AMERICAS Service Requirements, VIA will provide transportation service in accord with Exhibit "A" – VIA Service Itinerary. The need for any additional hours will be determined per vehicle by VIA Supervisor based on service demands.

ESTIMATED COST: \$37,500.00

PAYMENT: \$37,500.00 – 100% of the total estimated cost – is required in VIA offices upon execution of this Agreement.

After the Event, VIA will provide an itemized invoice to CIRCUIT OF THE AMERICAS settling the account based on the actual service provided for the Event. If an amount is due, CIRCUIT OF THE AMERICAS agrees to and shall pay on or before the thirtieth (30th) day after the invoice is received. If CIRCUIT OF THE AMERICAS overpaid, a reimbursement check for the overpayment will accompany the itemized invoice. All payments made under this Agreement shall be by business check or by money order and made payable to the Party to which the monies are owed.

STATE OF TEXAS

§

§ AGREEMENT FOR CHARTERING REVENUE VEHICLES

COUNTY OF BEXAR

§

This Charter Agreement (hereinafter referred to as "Agreement") is hereby made and entered into by and between VIA Metropolitan Transit, (hereinafter referred to as "VIA"), a Texas Transit Authority created and operated under Chapter 451 of the Texas Transportation Code and Circuit of the Americas (hereinafter referred to as "CONTRACTOR") acting by and through its duly authorized representative, for the use of revenue vehicles and drivers for charter purposes under 49 CFR Part 604, as described in Exhibit "A" attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Event").

I. TERM AND CONSIDERATION

- 1.1 The term of this Agreement begins upon the execution date of this Agreement (as defined below) and shall continue until all Event patrons have been transported to their final destination and all vehicles have returned to VIA's bus maintenance facility. The Parties agree and understand that VIA has sole discretion on how to provide and implement the requested service outlined by VIA on Exhibit "A".
- 1.2 As indicated on Exhibit "B" attached hereto and incorporated herein for all purposes, VIA agrees to provide up to thirty (30) buses and drivers for the Event. CONTRACTOR agrees to pay and VIA agrees to accept for each vehicle the approved charter tariff which is one-hundred twenty-five dollars (\$125.00) per hour, inclusive of all supervisory and scheduling surcharges. For purposes of marshalling and staging the buses and drivers for travel to Travis County, Texas, the hourly rate shall begin one hour prior to the time the vehicle leaves VIA's bus maintenance facility and continues until the vehicle returns to the bus maintenance facility after the Event. It is further agreed and understood by the Parties that if prior to the final date of the Event the Local Governmental Approval Committee, established under the Texas Transportation Code, Section 451.061, changes the approved charter tariff, the newly approved tariff shall automatically be applied to this Agreement.
- 1.3 CONTRACTOR shall pay one hundred percent (100%) of the estimated costs upon execution of this Agreement. After the Event, VIA will send an itemized invoice to CONTRACTOR settling the account based on the actual cost of service that was provided for the Event. If an amount is due, CONTRACTOR agrees to and shall pay on or before the thirtieth (30th) day after the invoice is received. If CONTRACTOR overpaid, a reimbursement check for the overpayment will accompany the itemized invoice. All payments made under this Agreement shall be by business check or by money order and made payable to the Party to which the monies are owed.

II. INDEMNIFICATION

- 2.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS VIA and VIA's Board of Trustees, employees, officers, directors, volunteers and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon VIA, resulting from or related to CONTRACTOR's activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of VIA, its officers or employees. IN THE EVENT CONTRACTOR AND VIA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO VIA UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Each PARTY shall promptly advise the other in writing of any claim or demand made known to said PARTY related to or arising out of activities under this Agreement.

- 2.2 The Parties hereby acknowledge that VIA is a political subdivision of the State of Texas and that VIA is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

III. INSURANCE

- 3.1 CONTRACTOR shall purchase and maintain in full force and effect, as of the effective date of the executed Agreement and for the duration of this Agreement, and any extension hereof, at CONTRACTOR's sole cost and expense, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect CONTRACTOR from any and all claims and damages, which may arise out of or result from, CONTRACTOR's activities and operations performed by CONTRACTOR or by its subcontractors or by anyone for whose acts the CONTRACTOR may be liable. CONTRACTOR must adhere to the following requirements:
- a. **Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name VIA and its officers, trustees and employees as additional insured regarding CONTRACTOR's operations in performance of this Agreement.
 - b. **Waiver of Subrogation:** The Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of VIA, its officers, trustees, and employees.
 - c. **Coverage Primary:** Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to VIA. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.
 - d. **No Commencement Without Coverage:** Performance under this Agreement shall not be required nor shall it commence until all required insurance is obtained and approved by VIA. Approval of the insurance by VIA shall not relieve or decrease the liability of the CONTRACTOR hereunder.
 - e. **Certificates:** Two (2) copies of all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to VIA prior to commencement of operations under this Agreement. Certificates and endorsements shall be provided by CONTRACTOR and anyone involved in the performance of work under this Agreement by and through CONTRACTOR (not otherwise included under CONTRACTOR's coverage), including all subcontractors. All certificates must be issued reflecting VIA Metropolitan Transit as the certificate holder. All Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by VIA. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-(VII) will not be accepted as complying with the insurance requirements of the Agreement unless such insurance companies are approved in writing by VIA prior to or at the time of execution of this Agreement. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the cancellation clause as required below. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted by CONTRACTOR upon final payment.
 - f. **No Lapse or Cancellation:** The CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse. In the event of cancellation or lapse of insurance, the

CONTRACTOR shall notify VIA immediately and VIA will cease all activities and operations under this Agreement until evidence of acceptable insurance coverage is supplied to VIA.

- g. **Breach:** Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Agreement.
- h. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractors' performance under this Agreement.
- i. CONTRACTOR and its subcontractors are responsible for all damage to their own equipment and/or property.
- j. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- k. VIA reserves the right to review the insurance requirements of this Agreement during the effective date of the Agreement and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement.

3.2 Required Coverages:

- i. **Commercial General Liability Insurance:** Coverage is required for general liability, including where exposure exists for Premise/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Contractual Liability. Such coverage shall be for limits of liability not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal/Injury per occurrence	\$1,000,000
Contractual per occurrence	\$1,000,000

- ii. **Worker's Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this Agreement.

- iii. **Employers Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than:

Each Accident	\$500,000
Disease - Policy Limits	\$500,000
Disease - Each Employee	\$500,000

- iv. **Commercial Automobile Liability** for all owned/leased, non-owned and hired motor vehicles with limits of liability not less than the following:

Combined Single Limit	\$1,000,000
-----------------------	-------------

IV. DEFAULT

- 4.1 In addition to any other remedy available at law or in equity, it is mutually agreed that in case CONTRACTOR shall violate any covenants, terms and conditions of this Agreement, VIA may, at its option and without notice, terminate this Agreement and take possession of said Property wherever found.

V. NOTICES

- 5.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and either hand-delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

VIA: VIA Metropolitan Transit
800 West Myrtle
San Antonio, Texas 78212
Attn: Public Affairs
(210) 362-2370

CONTRACTOR: Circuit of the Americas
301 Congress Avenue, Suite 220
Austin, Texas 78701
(512) 301-6600

Attn: Jan Allen

- 5.2 Notice of change of address by either party must be made in writing and delivered to the other party's last known address within five (5) business days of such change.

VI. ASSIGNMENT

- 6.1 This Agreement is personal to CONTRACTOR and shall not be assigned by CONTRACTOR without the written consent of VIA. CONTRACTOR shall not Agreement or sub-Agreement the vehicles or drivers.

VII. AMENDMENT

- 7.1 No amendment, modification or alteration of the terms of this Agreement shall be binding unless it be in writing, dated subsequent to the date hereof, agreed to and duly executed by the Parties.

VIII. RELATIONSHIP OF PARTIES

- 8.1 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, joint venturers or any other similar such relationship between the Parties hereto.

IX. APPLICABLE LAW

- 9.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

X. MISCELLANEOUS

- 10.1 In the event either Party brings any action under this Agreement the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.
- 10.2 The Parties hereto agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable, under any present or future federal, state, or local law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 10.3 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, successors and assigns.
- 10.4 Words of any gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 10.5 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

XI. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties with any other written or oral agreement between the Parties not contained herein being expressly waived.

XII. AUTHORITY

12.1 The signer of this Agreement for each Party hereby represents and warrants that he or she has full authority to execute this Agreement and that he or she has had full opportunity to read the contents hereof and to seek its review by legal counsel.

12.2 CONTRACTOR, by its signature below, hereby WARRANTS AND REPRESENTS to VIA that CONTRACTOR

1. is registered on the FTA charter registration Web site;
2. owns and operates buses or vans in a charter service business;
3. received a request for charter service that exceeds its available capacity either of the number of vehicles operated by the registered charter provider or the number of accessible vehicles operated by the registered charter provider; AND
4. has exhausted all of the available vehicles of all registered charter providers in VIA's geographic service area.

EXECUTED this 16th day of November, 2012. ("Effective Date").

VIA

VIA METROPOLITAN TRANSIT

By: _____
Priscilla Ingle
Vice President Public Affairs

CONTRACTOR

CIRCUIT OF THE AMERICAS

By: _____
David Sweazy
Vice President Operations
Steve Sexton
President/CEO

ATTACHMENTS:

- Exhibit "A" VIA's Service Itinerary to charter VIA Vehicles and Drivers inclusive of a detailed description of the Event and needs provided by CONTRACTOR.
- Exhibit "B" VIA Event Service Outline and Cost

11583

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
32-61-1110

11583

CIRCUIT OF THE AMERICAS LLC

301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701

11/21/2012

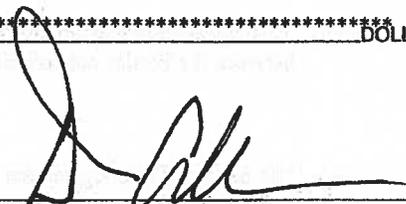
PAY TO THE
ORDER OF

VIA Metropolitan Transit

\$ **37,500.00

Thirty seven thousand five hundred and 00/100***** DOLLARS

VIA Metropolitan Transit
800 West Myrtle
San Antonio TX 78212



AUTHORIZED SIGNATURE

MEMO

⑈011583⑈ ⑆ 0644⑆

CIRCUIT OF THE AMERICAS LLC

11583

VIA Metropolitan Transit

11583
11/21/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
11/13/2012	Bill #11.13.12	37,500.00	37,500.00		37,500.00

37,500.00

CIRCUIT OF THE AMERICAS LLC

11583

VIA Metropolitan Transit

11583
11/21/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
11/13/2012	Bill #11.13.12	37,500.00	37,500.00		37,500.00

37,500.00

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD 42989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 56132219

Confirmation No: 5285100237JO0000 Pay Method: FED
Clearing Ref: 0824B1QGC07C005501 Value Date: 08/24/2012
Status: Released

Payment Amount: USD 704,000.00

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 1211962984
Name: AP SEATING
Address:

Bene Bank: 0096
Name: PNC BANK, N.A.
Address: FIRTSIDE CENTER
MAIL STOP P7-PFSC-03-W,PITTSBURG
US

Intermediary:
Name:
Address:

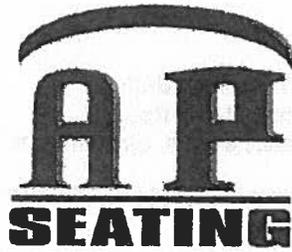
Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/24/2012 02:26 PM ET

Last Approved By: H0447923
Last Approved On: 08/24/2012 03:49 PM ET

Released By: H0447923
Released On: 08/24/2012 03:51 PM ET



Invoice

APS-0002

AP Seating USA LLC.
 1801, N. Pine Island RD, suite 210
 Plantation, Florida, 33322, United States

Client: Circuit of The Americas LLC.
 301 Congress Avenue Suite 220
 Austin, Texas, 78701, United States

Projet: Formula One Austin Texas
 United States Grand Prix

			DATE: August 14 2012		
ARTICLE	%	QTY	DESCRIPTION	PRICE	TOTAL USD
SEATS01	40	22000	40% Second deposit for 2012 Seats	80,00 \$	704 000,00 \$
NOTE			8,25 %Texas Sales Tax Taxes will be charged on the final invoice.		
			<i>paid via wire 8/24/12</i>		
			<i>posted in Netsuite 8/27/12</i>		
To be paid wire transfer at PNC Bank 1401 N. Federal Hwy Boca Raton, Florida, 33432 United States Account number: [REDACTED]			Sub-Total USD Sales tax TX 8.25%	704 000,00 \$ N/A	
			TOTAL USD	704 000,00 \$	

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 56756612

Confirmation No:
Clearing Ref:

Pay Method: FED
Value Date: 09/14/2012
Status: Pending Release

Payment Amount: USD 66,350.90

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 1211962984
Name: AP SEATING
Address:

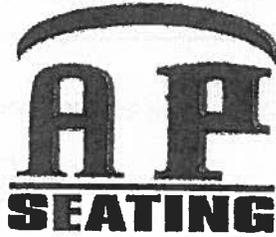
Bene Bank: ████████0096
Name: PNC BANK, N.A.
Address: FIRTSIDE CENTER
MAIL STOP P7-PFSC-03-W,PITTSBURG
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 09/14/2012 04:31 PM ET
Last Approved By: H0447923
Last Approved On: 09/14/2012 05:20 PM ET
Released By: H0447923
Released On: 09/14/2012 05:21 PM ET



Invoice
APS-0003

AP Seating USA LLC.
 1801, N. Pine Island RD, suite 210
 Plantation, Florida, 33322, United States

Client: Circuit of The Americas LLC.
 301 Congress Avenue Suite 220
 Austin, Texas, 78701, United States

Project: Formula One Austin Texas
 United States Grand Prix

ARTICLE	%	QTY	DESCRIPTION	DATE	PRICE	August 24 2012 TOTAL USD
	70		Handicap platform ADA Sections behing Turn 15A 4560 square foot		7,00 \$	22 344,00 \$
	70		ADA Sections ramp 1 behind Turn 15A 4490.5 square foot		7,00 \$	22 003,45 \$
	70		ADA Sections ramp 2 behint Turn 15A 4490.5 square foot		7,00 \$	22 003,45 \$
NOTE			8,25 %Texas Sales Tax Taxes will be charged on the final invoice.			
To be paid via transfer at PNC Bank P.O. Box Federal Hwy Boca Raton, Florida 33432 United States Account Number # ABA # 09100101				Sub-Total USD Sales tax TX 8.25%		68 350,90 \$ N/A
				TOTAL USD		68 350,90 \$

*pd via wire 9/14/12
 posted in NS*

*Bu
 9/14/12*



Invoice

VAT No: 765697272

Circuit of The Americas LLC
301 Congress Ave., Ste. 220
Austin, TX 78701

Date 05/10/2012
Invoice Pro-3

Attn: Steve Sexton

Details	Net Amount	Tax Amount
Supply Seats & Structure to Austin Texas	\$1,879,114.00	0.00

Payment Terms Stated Below;

\$1,000,000.00 Not later than Monday October 8, 2012

\$500,000.00 Not later than Friday, October 17, 2012

\$379,114.00 Not later than Friday, October 26, 2012

*pd via wire 10/9/12
posted in NS*

Payment Terms: BY RETURN
HSBC Bank Plc, 114 High Street Stourbridge, West Midlands
DY8 1DFZ
Sort Code: [REDACTED], Account Number: [REDACTED]
IBAN: [REDACTED]
BIC: MID1GB2111T

Total Net Amount	\$1,879,114.00
Total VAT Amount	\$0.00
Invoice Total	\$1,879,114.00

SCHEDULE 1
TO
GOODS AGREEMENT

1. Description of Goods to be provided by Provider:

- a. Provider shall deliver the Goods described on **Schedule 1-A**.
- b. All Goods shall be delivered to COTA premises at 9201 Circuit of the Americas Blvd., Del Valle, Texas 78617.

2. Payment Terms and Deadlines for Deliverables:

- a. COTA shall pay to Provider by wire transfer the amount of One Million and NO/100 Dollars (\$1,000,000.00) not later than Monday, October 8, 2012, and Provider shall provide confirmation of receipt of such wire(s);
- b. Upon confirmation by COTA of dispatch of the Goods from the UK port, COTA shall pay to Provider by wire transfer the amount of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) not later than Friday, October 12, 2012, and Provider shall provide confirmation of receipt of such wire(s); and
- c. Upon confirmation by COTA of dispatch of the final Goods from the UK port, COTA shall pay to Provider by wire transfer the amount of Three Hundred Seventy Nine Thousand One Hundred Fourteen and NO/100 Dollars (\$379,114.00) not later than Friday, October 26, 2012, and Provider shall provide confirmation of receipt of such wire(s).

3. Additional Terms and Conditions:

Provider shall use the wired funds described in paragraph 2 of this Schedule 1 solely to meet its obligations under the terms of this Agreement and for no other purpose.

Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ██████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 57419418

Confirmation No: 0859500283JO0000 Pay Method: CHP

Clearing Ref: Pending Value Date: 10/09/2012
Status: Released

Payment Amount: USD 1,000,000.00

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: GB48MIDL40431721896008
Name: SLICK SEATING SYSTEMS LTD
Address:

GB

Bene Bank: ██████████
Name: HSBC BANK PLC
Address: 114 HIGH STREET,STOURBRIDGE
UNITED KINGDOM
GB

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0447922
Last Entered On: 10/08/2012 11:43 AM ET

Last Approved By: H0447923
Last Approved On: 10/08/2012 11:50 AM ET

Released By: H0447923
Released On: 10/08/2012 11:52 AM ET

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████ 2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 57560979

Confirmation No: 6046800285JO0000 Pay Method: CHP
Clearing Ref: 6046800285JO Value Date: 10/12/2012
Status: Released

Payment Amount: USD 500,000.00

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: GB48MIDL40431721896008
Name: SLICK SEATING SYSTEMS LTD
Address:

GB

Bene Bank: ██████████
Name: HSBC BANK PLC
Address: 114 HIGH STREET, STOURBRIDGE
UNITED KINGDOM
GB

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 10/11/2012 01:08 PM ET

Last Approved By: H0447923
Last Approved On: 10/11/2012 04:06 PM ET

Released By: H0447923
Released On: 10/11/2012 04:06 PM ET

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████ 2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 58101108

Confirmation No: 3833200305JO0000 Pay Method: CHP
Clearing Ref: 3833200305JO Value Date: 10/31/2012
Status: Released

Payment Amount: USD 379,114.00

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: GB48MIDL40431721896008
Name: SLICK SEATING SYSTEMS LTD
Address:

GB

Bene Bank: ██████████
Name: HSBC BANK PLC
Address: 114 HIGH STREET, STOURBRIDGE
UNITED KINGDOM
GB

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 10/31/2012 12:51 PM ET

Last Approved By: H0447923
Last Approved On: 10/31/2012 12:56 PM ET

Released By: H0447923
Released On: 10/31/2012 12:56 PM ET



Trophy Suites

8198 Woodland Center Blvd.
Tampa, Florida 33614
(813) 635-9100 fax (813) 246-4888

Invoice No. D11-001-12

INVOICE

Customer		Date
Name	Circuit of the Americas, LLC	7/17/2012
Address	301 Congress Avenue, Suite 220	Order No.
City	Austin State TX ZIP 78701	Rep
Phone	(512) 394-3894	FOB

Qty	Description	Unit Price	TOTAL
0.5	Deposit due on lease of Trophy Suites	\$1,063,627.26	\$531,813.63
	Due Upon Signature		
	IF YOU HAVE ALREADY REMITTED PAYMENT, PLEASE DISREGARD.		
	Make checks payable to: Horne Tipps Trophy Suites		

pd 7/24/12
ck # 10025

SubTotal	\$531,813.63
Shipping & Handling	
Taxes State	
TOTAL	\$531,813.63

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Office Use Only

Bu
7/24/12

613580 *MS* *DA*

CIRCUIT OF THE AMERICAS LLC
 301 CONGRESS AVE STE 220
 AUSTIN, TEXAS 78701

CHASE
 JPMorgan Chase Bank, N.A.
 www.Chase.com

10025

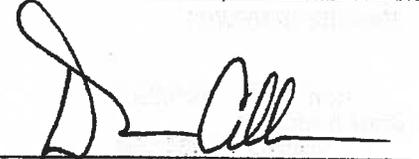
7/26/2012

PAY TO THE ORDER OF Horne Tipps Trophy Suites

\$ **531,813.63

Five hundred thirty one thousand eight hundred thirteen and 63/100***** DOLLARS

Horne Tipps Trophy Suites
 8198 Woodland Center Blvd
 Tampa FL 33614



AUTHORIZED SIGNATURE

MEMO

⑈010025⑈ ⑆ [REDACTED] 0614⑆

CIRCUIT OF THE AMERICAS LLC

10025

10025

Horne Tipps Trophy Suites

7/26/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/17/2012	Bill	531,813.63	531,813.63		531,813.63

531,813.63

CIRCUIT OF THE AMERICAS LLC

10025

10025

Horne Tipps Trophy Suites

7/26/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/17/2012	Bill	531,813.63	531,813.63		531,813.63

531,813.63

Funds Transfer Initiation Transaction Detail Report By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 58641094

Confirmation No: 5131700321JO0000 Pay Method: FED
Clearing Ref: 1116B1QGC02C004468 Value Date: 11/16/2012
Status: Released

Payment Amount: USD 265,906.81

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 1100001379605
Name: HORNE TIPPS TROPHY SUITES
Address:

Bene Bank: ████████
Name: BB&T NORTHERN FLORIDA
Address: TALLAHASSEE, FLORIDA
UNITED STATES
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 11/16/2012 04:52 PM ET
Last Approved By: H0447923
Last Approved On: 11/16/2012 04:53 PM ET
Released By: H0447923
Released On: 11/16/2012 04:54 PM ET



SCHEDULE B

Lease Order

Continued from Page 1

	(2012 continued)	(2013 continued)	(2014 continued)
Crane required for installation and dismantle	\$35,316.00*	\$35,845.74*	\$36,741.88*
Forklift required for installation and dismantle	\$12,800.00	\$12,992.00	\$13,316.80
Fire Retardant Mesh Skirting - Hunter Green color	\$12,744.00	\$12,935.16	\$13,258.54
Removal of Interior Furnishings from Suite(s)	\$7,020.00	\$7,125.30	\$7,303.43
Suite leg extensions	\$2,900.00	\$2,943.50	\$2,972.50
NOTE: On-Site Storage Containers: Lessee is responsible for providing exclusive-use of on-site storage containers for removed Suite furnishings; accessible to TS staff throughout each Rental Period	NOTE	NOTE	NOTE
Shuttle Truck potentially required pending final evaluation of Suite storage proximity to Installation Locations	\$5,000.00**	\$5,075.00**	\$5,201.88**
Permitting Package: Lessee will be billed separately for any requested Suite plans/drawings	***	***	***
Transportation Premium	\$17,000.00	\$17,255.00	\$17,686.38
Transportation Fuel Surcharge	\$37,265.97†	\$37,265.97†	\$37,265.97†

Footnotes:

- * Subject to change per Section 3.2
- ** See Section 3.2
- *** See Section 15
- † Subject to change per Section 3.3

Sub Total	\$967,045.97	\$980,992.67	\$1,004,541.26
Sales Tax 8.25%	\$79,781.29	\$80,931.90	\$82,874.65
On Duty Service	\$16,800.00	\$17,052.00	\$17,478.30
Total Lease Price	\$1,063,627.26	\$1,078,976.57	\$1,104,894.21
Deposit, 50%	\$531,813.63	\$539,488.29	\$552,447.11
Due Date	Upon Signature	6/3/13	6/2/14
2nd Payment, 25%	\$265,906.82	\$269,744.14	\$276,223.55
Due Date	8/13/12	8/12/13	8/11/14
Final Payment, 25%	\$265,906.81	\$269,744.14	\$276,223.55
Due Date	11/12/12	11/11/13	11/10/14

Home Tipps Trophy Suites, Inc.

Signature: _____
 Title: _____
 Date: _____

Contracting Party (Lessee) Name:

Circuit of the Americas

 (Print Party Name) *LLC*

Signature: _____
 Title: *President*
 Date: *July 10, 2012*



Trophy Suites
 8198 Woodland Center Blvd.
 Tampa, Florida 33614
 (813) 635-9100 fax (813) 246-4888

Invoice No. S11-001-12

INVOICE

Customer		Date	7/17/2012
Name	Circuit of the Americas, LLC	Order No.	
Address	301 Congress Avenue, Suite 220	Rep	
City	Austin State TX ZIP 78701	FOB	
Phone	(512) 394-3894		

Qty	Description	Unit Price	TOTAL
0.25	Second payment due on lease of Trophy Suites	\$1,063,627.26	\$265,906.82
	Due August 13, 2012		
	IF YOU HAVE ALREADY REMITTED PAYMENT, PLEASE DISREGARD.		
	Make checks payable to: Horne Tipps Trophy Suites		

W 13580
pa 8/16/12
ck # 10262

Payment Details <input type="radio"/> Cash <input checked="" type="radio"/> Check <input type="radio"/> Credit Card Name _____ CC # _____ Expires _____	SubTotal	\$265,906.82
	Shipping & Handling	
	Taxes State	
	TOTAL	\$265,906.82

Office Use Only

*Lease schedule
per contract
attached*



SCHEDULE B

Lease Order

Continued from Page 1

	(2012 continued)	(2013 continued)	(2014 continued)
Crane required for installation and dismantle	\$35,316.00*	\$35,845.74*	\$36,741.88*
Forklift required for installation and dismantle	\$12,800.00	\$12,992.00	\$13,316.80
Fire Retardant Mesh Skirting - Hunter Green color	\$12,744.00	\$12,935.16	\$13,258.54
Removal of Interior Furnishings from Suite(s)	\$7,020.00	\$7,125.30	\$7,303.43
Suite leg extensions	\$2,900.00	\$2,943.50	\$2,972.50
NOTE: On-Site Storage Containers: Lessee is responsible for providing exclusive-use of on-site storage containers for removed Suite furnishings; accessible to TS staff throughout each Rental Period	NOTE	NOTE	NOTE
Shuttle Truck potentially required pending final evaluation of Suite storage proximity to Installation Locations	\$5,000.00**	\$5,075.00**	\$5,201.88**
Permitting Package: Lessee will be billed separately for any requested Suite plans/drawings	***	***	***
Transportation Premium	\$17,000.00	\$17,255.00	\$17,686.38
Transportation Fuel Surcharge	\$37,265.97†	\$37,265.97†	\$37,265.97†

Footnotes:

- * Subject to change per Section 3.2
- ** See Section 3.2
- *** See Section 15
- † Subject to change per Section 3.3

Sub Total	\$967,045.97	\$980,992.67	\$1,004,541.26
Sales Tax 8.25%	\$79,781.29	\$80,931.90	\$82,874.65
On Duty Service	\$16,800.00	\$17,052.00	\$17,478.30
Total Lease Price	\$1,063,627.26	\$1,078,976.57	\$1,104,894.21
Deposit, 50%	\$531,813.63	\$539,488.29	\$552,447.11
Due Date	Upon Signature	6/3/13	6/2/14
2 nd Payment, 25%	\$265,906.82	\$269,744.14	\$276,223.55
Due Date	8/13/12	8/12/13	8/11/14
Final Payment, 25%	\$265,906.81	\$269,744.14	\$276,223.55
Due Date	11/12/12	11/11/13	11/10/14

Horne Tipps Trophy Suites, Inc.

Signature: _____
 Title: _____
 Date: _____

Contracting Party (Lessee) Name:

 (Print Party Name)

Signature: _____
 Title: _____
 Date: _____



SCHEDULE B

Lease Order

Proposed Final

Event: Circuit of the Americas LLC
301 Congress Avenue, Suite 220
Austin, TX 78701

Contact & Phone: Mr. Steve Sexton
Mr. Tom Schneider (512) 394-3894 (512) 394-3851 Fax

Event Dates: 11/16/2012 - 11/18/2012; 11/15/2013 - 11/17/2013; 11/14/2014 - 11/16/2014
 Estimated Install Dates: 9/29/2012 - 11/15/2012; 9/28/2013 - 11/14/2013; 9/27/2014 - 11/13/2014
 Dismantle Dates: 11/19/2012 - 12/12/2012; 11/18/2013 - 12/11/2013; 11/17/2014 - 12/10/2014

Contact Person: Michelle Villar-Barron, (813) 335-0759 cell
 Suites

Suite Type	Location	2012	2012	2013	2013	2014	2014
		Quantity	Price	Quantity	Price	Quantity	Price
16'x22' / S-II	Turn 1.2; Elevation < 5'	6	\$93,000.00	6	\$94,395.00	6	\$96,754.88
24'x22' / S-II	Turn 1.2; Elevation < 5'	4	\$93,000.00	4	\$94,395.00	4	\$96,754.88
32'x22' / S-II	Turn 1.2; Elevation < 5'	1	\$31,000.00	1	\$31,465.00	1	\$32,251.63
16'x26' / S-III	Turn 2.1; Elevation < 5'	7	\$108,500.00	7	\$110,127.50	7	\$112,880.69
24'x26' / S-III	Turn 2.1; Elevation < 5'	6	\$139,500.00	6	\$141,592.50	6	\$145,132.31
32'x26' / S-III	Turn 2.1; Elevation < 5'	1	\$31,000.00	1	\$31,465.00	1	\$32,251.63
16'x22' / S-II	Turn 13.1; Elevation < 5'	3	\$46,500.00	3	\$47,197.50	3	\$48,377.44
24'x22' / S-II	Turn 13.1; Elevation < 5'	10	\$232,500.00	10	\$235,987.50	4	\$241,887.18
32'x22' / S-II	Turn 13.1; Elevation < 5'	2	\$62,000.00	1	\$62,930.00	1	\$64,503.24

Additional Equipment and Notes

Description	2012 Price	2013 Price	2014 Price
Observation deck with custom wrap-around aluminum railing system	Included	Included	Included
Roof top peak tents, 2 peaks per unit: WHITE	Included	Included	Included
Lessee is responsible for providing power/electric to each Suite by first date of installation and throughout duration of contracted time	-	-	-
Lessee is responsible for providing a potable water supply to each Suite by first date of installation and throughout duration of contracted time	-	-	-
Lessee is responsible for providing and paying for septic pump-out service of holding tanks during and after event period and contracted time	-	-	-
Lessee is responsible for providing rooftop furniture, if so desired	-	-	-
Lessee is responsible for cleaning of Suite(s) during event period	-	-	-
Lessee is responsible for providing toiletries items for each Suite(s) during event period	-	-	-
Lessee is responsible for providing restroom facilities accessible to TS staff throughout each Rental Period	-	-	-
Lessee is responsible for providing access to dumpsters for TS staff use throughout each Rental Period	-	-	-
Lessee is responsible for providing (1) 500 -gallon septic bladder tank for each Suite	-	-	-
Lessee is responsible for providing, distributing and trouble-shooting Audio/Video feed, via co-axial connection for each Suite	-	-	-
NOTE: On-Site Staging Area: Lessee is to provide ample space for pre-staging/delivery and post staging/pick-up of all Suite loads	NOTE	NOTE	NOTE

Parties' Initials: _____
 Lessee Lessor

10252

CIRCUIT OF THE AMERICAS LLC

301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701



JPMorgan Chase Bank, N.A.
www.Chase.com

10252

8/16/2012

PAY TO THE ORDER OF Home Tipps Trophy Suites

\$ **265,906.82

Two hundred sixty five thousand nine hundred six and 82/100***** DOLLARS

Home Tipps Trophy Suites
8198 Woodland Center Blvd
Tampa FL 33614

AUTHORIZED SIGNATURE

MEMO

⑈010252⑈ ⑆0614⑆

Security features. Details on back.

CIRCUIT OF THE AMERICAS LLC

10252

Home Tipps Trophy Suites

10252
8/16/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/17/2012	Bill #S11-001-12	265,906.82	265,906.82		265,906.82

265,906.82

CIRCUIT OF THE AMERICAS LLC

10252

Home Tipps Trophy Suites

10252
8/16/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/17/2012	Bill #S11-001-12	265,906.82	265,906.82		265,906.82

265,906.82



A Double Eagle Company

smcshan@shaffersports.com

Shaffer Sports Events
601 West 6th Street
Houston, Texas 77007
(713) 699-0088

0001704-IN

7/19/2012

0001

David Sweazy
CIRCUIT OF THE AMERICAS, LLC
301 Congress Avenue, Suite 220
Austin, TX 78701

*approved/coded
by David S
email attached*

C0006

DUE IMMEDIATELY

*pd via wire 7/30/12
posted in netsuite*

DESCRIPTIONS	Amount	Deposit %	Amount Due
2012 Formula 1 Race (Year 1)	1,661,364.00	20%	332,272.80

Wire Transfer & ACH Instructions

Bank: Amegy Bank
Address: 4400 Post Oak Parkway, Houston TX 77027
ABA # [REDACTED]
Account # [REDACTED]
Account of: Double Eagle Sports & Events, LLC
dba Shaffer Sports Events

Make all checks payable to Shaffer Sports Events

Net Invoice:	332,272.80
Freight:	
Sales Tax:	27,412.51
Subtotal:	359,685.31

Invoice Amount **359,685.31**

*BW
7/26/12*

CIRCUIT OF THE AMERICAS

GOODS AND SERVICES AGREEMENT

This Goods and Services Agreement (this "Agreement") is made and entered into as of July 24, 2012, 2012 (the "Effective Date"), by and between Circuit of the Americas, LLC ("COTA") and Double Eagle Sports & Events, LLC, DBA Shaffer Sports & Events, Aztec Events & Tents, including its employees, agents, officers, directors, successors, assigns, subcontractors, suppliers and all other persons performing Services or supplying Goods on Provider's behalf (collectively, the "Provider").

WHEREAS, COTA owns, operates and manages the facility located at Circuit of the Americas in Austin, Texas, and plans to conduct the event referred to as the Formula One United States Grand Prix to be held on November 16-18, 2012 and on specific dates TBD in November of each successive year during the term of this Agreement (the "Event"); and all other events held at same facility until December 31, 2016.

WHEREAS, Provider is independently engaged in the business of Tents, Rental Equipment, Custom Flooring, Scaffolding and Seating to the Special and Sports event industry; and

WHEREAS, COTA desires to engage Provider to perform the services and/or provide the goods described herein, and Provider desires to provide such goods and/or services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, COTA and Provider agree as follows:

1. **Duties Imposed on Provider:**

(a) **Coverage of Agreement; Certain Definitions.** During the Term (as hereinafter defined), Provider shall provide the Goods and/or perform the Services pursuant to the terms of this Agreement. . The term "Goods" shall mean: any and all products, supplies, materials and/or equipment furnished by, Provider pursuant to Schedule 1 and on such additional consecutively numbered supplementary schedules as are attached to this Agreement from time to time upon the agreement of both parties hereto (the "Schedules"). . The term "Services" shall mean any and all services, work or labor of any kind furnished or performed by Provider pursuant to this Agreement and any subsequent amendments, changes, or modifications hereof. Each Schedule shall contain a description of the goods to be provided by Provider (collectively, the "Deliverables"), a description of any completion deadlines that pertain to the Deliverables, and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising a Deliverable. The Schedules may also contain plans, specifications, drawings and written requirements for materials, equipment, systems, standards and workmanship provided to Provider by COTA with regard to the Deliverables (collectively, the "Specifications"). This Agreement shall govern and control all Goods and Services provided by Provider to COTA, now or in the future, regardless of whether performed pursuant

Deposits and Credits (continued)

Ledger Date	Description	Amount
07/30	Orig CO Name:Ticketmaster Llc Orig ID:2954713644 Desc Date: CO Entry Descr:0722-All Sec:CCD Trace#:021000023075132 Eed:120730 Ind ID:200006173712100 Ind Name:Circuit of The America Trn: 2093075132Tc	11,113.77
Total		\$7,688,082.66

Withdrawals and Debits

Ledger Date	Description	Amount
07/02	Orig CO Name:Paymentech Orig ID:1020401225 Desc Date:120702 CO Entry Descr:Deposit Sec:CCD Trace#:021000026780925 Eed:120702 Ind ID:5446429 Ind Name:Circuit of The America Trn: 1846780925Tc	\$54,438.42
07/02	JPMorgan Mmmf Investment Prime Capital 3605 29916874 At Nav of 1.0000 Trn: 1841000703XJ YOUR REF: 1841000703XJ	983.06
07/03	Fedwire Debit Via: Bk Amer Nyc/026009593 A/C: Castletop Capital Partners Imad: 0703B1Qgc08C006746 Trn: 0350000185Fe YOUR REF: 0350000185FE	14,506.67
07/03	Orig CO Name:American Express Orig ID:1134992250 Desc Date:120703 CO Entry Descr:Collectionsec:CCD Trace#:021000028040772 Eed:120703 Ind ID:2422034355 Ind Name: 2422034355 Payment Date 12185 Trn: 1848040772Tc	5,000.00
07/05	Chips Debit Via: Citibank N.A./0008 A/C: Charles Schwab And Company Incsan Francisco, CA. 94101 Ssn: 0602440 Trn: 0476900187Fe YOUR REF: 0476900187FE	20,000.00
07/06	Chips Debit Via: Citibank N.A./0008 A/C: Charles Schwab And Company Incsan Francisco, CA. 94101 Ref: Ffc To The Acct of Berber Family Investments Ltd 2185-6487 Ssn: 0290845 Trn: 0567100188Fe YOUR REF: 0567100188FE	20,000.00
07/06	Fedwire Debit Via: lbc Laredo/114902528 A/C: Chicago Title of Texas, Llc Cual Escrow Trust Account Ref: Gf# 4317003609/Time/11:30 Imad: 0706B1Qgc05C001976 Trn: 0569300188Fe YOUR REF: 0569300188FE	2,415,543.91
07/11	Fedwire Debit Via: Bk Amer Nyc/026009593 A/C: Circuit of The Americas Ref: Cota Interco Transfer To Boa of Acc Imad: 0711B1Qgc07C004504 Trn: 2704600193Jo YOUR REF: CAP OF 12/07/11	1,500,000.00
07/16	Account Analysis Settlement Charge	795.00
07/19	Fedwire Debit Via: Bk Amer Nyc/026009593 A/C: Circuit of The Americas Ref: Cota Interco Transfer To Boa of Acc Imad: 0719B1Qgc04C000157 Trn: 5996600200Jo YOUR REF: CAP OF 12/07/18	1,250,000.00
07/27	Deposited Item Returned 000105960 # of Items00001	6,000.00
7/30	Fedwire Debit Via: Amegy Bank, N.A. /113011258 A/C: Double Eagle Sports & Events L Houston, TX 77007 Ref: Time/17:44 Imad: 0730B1Qgc07C0098919 Trn: 0147400212Fe YOUR REF: 0147400212FE	958,686.31
Total		\$5,646,902.37





A Double Eagle Company

Shaffer Sports Events
 601 West 6th Street
 Houston, Texas 77007
 (713) 699-0088

*pd via wire
 8/15/12*

0001722-IN

8/9/2012

0001

David Sweazy
 CIRCUIT OF THE AMERICAS,LLC
 301 Congress Avenue, Suite 220
 Austin, TX 78701

C0006

DUE IMMEDIATELY

DESCRIPTIONS	Amount	Deposit %	Amount Due
2012 Formula 1 Race (Year 1)	1,661,364.00	50%	830,682.00

Wire Transfer & ACH Instructions
 Bank: Amegy Bank
 Address: 4400 Post Oak Parkway, Houston TX 77027
 ABA # [REDACTED]
 Account # [REDACTED]
 Account of: Double Eagle Sports & Events, LLC
 dba Shaffer Sports Events

Net Invoice: 830,682.00
 Freight:
 Sales Tax: 68,531.27
 Subtotal: 899,213.27

Make all checks payable to Shaffer Sports Events

Invoice Amount **899,213.27**

Bu 8/14/12

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████ 2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 55865254

Confirmation No: 6403200228JO0000 Pay Method: FED
Clearing Ref: Pending Value Date: 08/15/2012
Status: Released

Payment Amount: USD 899,213.27

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: 52061708
Name: DOUBLE EAGLE SPORTS & EVENTS LLC
Address: DBA SHAFFER SPORTS EVENTS

Bene Bank: ██████████
Name: AMEGY BANK NATIONAL ASSOCIATION
Address: PO BOX 27459, HOUSTON
TEXAS, UNITED STATES
US

Intermediary:
Name:
Address:

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/15/2012 04:48 PM ET

Last Approved By: H0447923
Last Approved On: 08/15/2012 05:12 PM ET

Released By: H0447923
Released On: 08/15/2012 05:13 PM ET



Tower Events and Seating Rentals Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
July 25, 2012	851-2643-2

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-2		Due Upon Receipt

DESCRIPTION	AMOUNT
"RENTAL INVOICE"	
To invoice you 15% Deposit, as per contract:	
RENTAL CONTRACT VALUE FOR SEATING- \$401,229.10	\$60,184.37
RENTAL CONTRACT VALUE FOR ADA PLATFORMS- \$35,385.94	<u>\$5,307.89</u>
	\$65,492.26
30% Withholding Tax withheld by COTA	(\$19,647.68)
	<u>\$45,844.58</u>
Payable to : Tower Events & Seating Rentals Inc.	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: [REDACTED]	
Account Number: [REDACTED]	
SUBTOTAL	\$45,844.58

365 Attwell Drive, Toronto, Ontario M9W 5C2

TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$45,844.58
--------------	--------------------

Bu 8/7/12



Tower Events and Seating Rentals Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

*pd via wire
8/7/12*

DATE	INVOICE NO.
July 25, 2012	851-2643-4

CUSTOMER: Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT: 2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-4		Due August 1, 2012

DESCRIPTION	AMOUNT
RENTAL INVOICE	
To invoice you 15% for Delivery Draw #1, as per contract:	
RENTAL CONTRACT VALUE FOR SEATING- \$401,229.10	\$60,184.37
RENTAL CONTRACT VALUE FOR ADA PLATFORMS- \$35,385.94	\$5,307.89
	\$65,492.26
30% Withholding Tax withheld by COTA	(\$19,647.68)
	\$45,844.58
Payable to : Tower Events & Seating Rentals Inc.	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: [REDACTED]	
Account Number: [REDACTED]	
SUBTOTAL	\$45,844.58

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$45,844.58
--------------	--------------------

Bu 8/7/12

Bertha Martinez

From: Erdos, Linda <linda.erdos@ustrust.com>
Sent: Tuesday, August 07, 2012 2:19 PM
To: Dan Allen
Cc: Tammy Johnson; Bertha Martinez; Palomo, Ariel - SAN ANTONI TX; April Watanabe; Kurt Rechner (kurt@prophetcapital.net)
Subject: RE: Wire- Tower Events

Follow Up Flag: Follow up
Flag Status: Completed

This wire has been sent.

Linda Erdos
Assistant Vice President
NMLS# 620846
U.S. Trust, Bank of America Private Wealth Management
Merrill Lynch, Pierce, Fenner & Smith Inc.
Bank of America Plaza
TX7-060-08-03
300 Convent Street, 8th Floor
San Antonio, TX 78205
Tel: (210) 270-5061 | Fax: (210) 270-5607
Email: linda.erdos@ustrust.com

From: Dan Allen [<mailto:dan.allen@circuitoftheamericas.com>]
Sent: Tuesday, August 07, 2012 1:38 PM
To: Erdos, Linda
Cc: Tammy Johnson; Bertha Martinez; Palomo, Ariel - SAN ANTONI TX; April Watanabe; Kurt Rechner (kurt@prophetcapital.net)
Subject: RE: Wire- Tower Events

Linda,
Please transfer \$91,689.16 in funds to Tower Events & Seating Rentals from COTA (Acct 2189), pursuant to the following instructions.

Tower Events & Seating Rentals Inc

SWIFT: ██████████
HSBC Bank Canada
170 Atwell
Etobicoke, ON M9W 5Z5
Transition#: 10142
Institution #: 16
Acct #: xxxx3-070

Please call Tammy Johnson (off:512-394-3870) for a voice confirmation.

Best regards,

Dan Allen
Chief Financial Officer
Circuit of the Americas



Dan.Allen@CircuitoftheAmericas.com

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Withdrawals and Debits - Continued Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
08/07	400,000.00	Wire Type:Wire Out Date:120807 Time:1527 Et Trn:2012080700214179 Service Ref:332813 Bnf:Circuit Of The Americas Ll ID:428342989 Bnf Bk:Jpmorgan Chase Bank, N. ID:0002 Pmt Det:Ts2 0120807032320	903708070214179
08/07	253,858.82 ✓	Wire Type:Wire Out Date:120807 Time:1522 Et Trn:2012080700212706 Service Ref:331831 Bnf:AT&T Cfm ID:00455777 Bnf Bk:Deutsche Bank Trus T Co. ID:0103 Pmt Det:Ts20120807031657	903708070212706
08/07	91,689.16 ✓	Wire Type:Intl Out Date:120807 Time:1515 Et Trn:2012080700210476 Service Ref:755774 Bnf:Tower Events & Seating Re ID:024503-070 Bnf Bk:Hsbc Bank Canada ID:Hkbccatt Pmt Det:Bdiw41 6496 Services Transition 10142 Institution 16	903708070210476
08/07	8,956.14 ✓	Wire Type:Wire Out Date:120807 Time:1504 Et Trn:2012080700207329 Service Ref:007100 Bnf:Imperial Credit Corporatio ID:4945276269 Bnf Bk:Wells Fargo Bank, N.A. ID:121000248 Pmt Det:Ts20120807030147/Acc/Account #: 15-025-194	903708070207329
08/07	3,500.00 ✓	Wire Type:Wire Out Date:120807 Time:1506 Et Trn:2012080700207923 Service Ref:007141 Bnf:Nop 301 Congress Lp Deposi ID:412-3424970 Bnf Bk:Wells Fargo Bank, N.A. ID:121000248 Pmt Det:Ts20120807030354	903708070207923
08/09	6,670.08 ✓	Wire Type:Fx Out Date:120810 Time:1527 Et Trn:2012080900203223 Fx:GBP 4099.60 1.6270075 Bnf:Programus Limited ID:Gb59Nwbk60172176 Bnf Bk:N Ational Westminster Ba ID:SC601721 Pmt Det:0112080 9005112Nyswift: Nwbkgb2L	903708090203223
08/10	364,325.07 ✓	Wire Type:Intl Out Date:120810 Time:1612 Et Trn:2012081000248749 Service Ref:081466 Bnf:Tower Events & Seating SE ID:024511-070 Bnf Bk:Hsbc Bank Canada ID:Hkbccatt Pmt Det:Bdiw41 8212 Transition 10142 Institution 16	903708100248749
08/13	6,326.85 ✓	Online Banking payment to Crd 0491 Confirmation# 2989655372	957108133125524
08/17	15.20 ✓	Coastal Software Des:Achfee ID:Circuit Of The Indn:Circuit Of The America Co ID:1912006656 Ccd	902530002361328
08/28	31.77 ✓	Coastal Software Des:Payment ID:N10689 Indn:Circuit Of The America Co ID:1912006656 Ccd	902540012984994

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
08/01	373,681.59	08/10	99,716.39	08/27	114,487.33
08/03	123,715.66	08/13	93,389.54	08/28	114,455.56
08/07	140,711.54	08/17	93,374.34		
08/09	134,041.46	08/20	105,399.34		



Tower Events and Seating Rentals Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
August 11, 2012	851-2643-6

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-6		Due August 25, 2012

DESCRIPTION	AMOUNT
"RENTAL INVOICE"	
To invoice you 15% for Delivery Draw #2, as per contract:	
RENTAL CONTRACT VALUE FOR SEATING- \$401,229.10	\$60,184.37
RENTAL CONTRACT VALUE FOR ADA PLATFORMS- \$35,385.94	<u>\$5,307.89</u>
30% Withholding Tax withheld by COTA	\$65,492.26
	<u>(\$19,647.68)</u>
	\$45,844.58
Payable to : Tower Events & Seating Rentals Inc.	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: 16	
Account Number: [REDACTED]	
SUBTOTAL	\$45,844.58

*pd via wk 8/24/12
 posted in NS*

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$45,844.58
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Bu 8/14/12

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD 42834
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT Confirmation No: 5285400237JO0000 Pay Method: FED
Drawdown Ind: Bank Line: 0000000025
Customer Line: TOWER RENTALS Semi-Rep: N Status: Released
Tran ID: 56132310 Clearing Ref: 0363059/0065931 Value Date: 08/24/2012

Payment Amount: USD 45,844.58

Cust Ref:
Bene Ref:

Beneficiary Is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024503070
Name: TOWER EVENTS AND SEATING RENTALS
Address: 365 ATTWELL DRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/24/2012 02:29 PM ET

Last Approved By: H0447923
Last Approved On: 08/24/2012 03:49 PM ET

Released By: H0447923
Released On: 08/24/2012 03:51 PM ET



Tower Events and Seating Rentals Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
September 4, 2012	851-2643-8

CUSTOMER:
 Circuit of the Americas
 301 Congress Avenue, Suite 220
 Austin, Texas
 78701

PROJECT:
 2012 United States Grand Prix
 Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-8		Due September 15, 2012

DESCRIPTION	AMOUNT
"RENTAL INVOICE"	
To invoice you 15% for Delivery Draw #3, as per contract:	
RENTAL CONTRACT VALUE FOR SEATING- \$401,229.10	\$120,368.73
RENTAL CONTRACT VALUE FOR ADA PLATFORMS- \$35,385.94	<u>\$10,615.79</u>
30% Withholding Tax withheld by COTA	\$130,984.52
	<u>\$39,295.36</u>
	\$91,689.16
Payable to : Tower Events & Seating Rentals Inc.	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: [REDACTED]	
Account Number: [REDACTED]	
	SUBTOTAL
	\$91,689.16

*pd via wire
 JPM attached*

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-1666
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$91,689.16
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013600

Bu
 9/20/12

Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD 2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER RENTALS
Tran ID: 56954256

Confirmation No: 5107200265JO000
Bank Line: 0000000025
Semi-Rep: N
Clearing Ref: 0369430/0069932

Pay Method: FED
Status: Released
Value Date: 09/21/2012

Payment Amount: USD 91,689.16

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024503070
Name: TOWER EVENTS AND SEATING RENTALS
Address: 365 ATTWELL DRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

*posted in NS
9/21/12*

Last Entered By: H0451855
Last Entered On: 09/21/2012 01:22 PM ET

Last Approved By: H0447923
Last Approved On: 09/21/2012 04:23 PM ET

Released By: H0447923
Released On: 09/21/2012 04:25 PM ET

IRS



Tower Events and Seating Rentals Inc.
365 Attwell Drive
Toronto, Ontario
M9W 5C2

INVOICE

DATE	INVOICE NO.
September 18, 2012	851-2643-10

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-10		Due October 6, 2012

DESCRIPTION	AMOUNT
"RENTAL INVOICE"	
To invoice you 25% Final Draw, as per contract:	
RENTAL CONTRACT VALUE FOR SEATING- \$401,229.10	\$100,307.28
RENTAL CONTRACT VALUE FOR ADA PLATFORMS- \$35,385.94	\$8,846.49
	\$109,153.77
30% Withholding Tax withheld by COTA	\$32,746.13 \$76,407.64
Payable to : Tower Events & Seating Rentals Inc.	
SWIFT Code: ██████████ Bank Name: HSBC BANK CANADA Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5 Transit Number: ██████████ Institution Number: ● Account Number: ██████████	
<i>Bu</i> <i>10/4/12</i> <i>pd via wire 10/5/12</i> <i>posted in IRS</i>	
SUBTOTAL	\$76,407.64

365 Attwell Drive, Toronto, Ontario M9W 5C2
TELEPHONE: (416)-213-1666, FAX: (416)-213-166
email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$76,407.64
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**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER RENTALS
Tran ID: 57418231

Confirmation No: 5095200279JO0000
Bank Line: 0000000025
Semi-Rep: N
Clearing Ref: 0359308/0070064

Pay Method: FED
Status: Released
Value Date: 10/05/2012

Payment Amount: USD 76,407.64

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024503070
Name: TOWER EVENTS AND SEATING RENTALS
Address: 365 ATTWELL DRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 10/05/2012 03:42 PM ET

Last Approved By: H0447923
Last Approved On: 10/05/2012 04:42 PM ET

Released By: H0447923
Released On: 10/05/2012 04:42 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
August 8, 2012	851-2643-5

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-5		Due Upon Receipt

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 15% Deposit, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$334,266.26
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	<u>\$30,058.81</u> \$364,325.07
<i>Payable to : Tower Events & Seating Services Inc.</i>	
SWIFT Code: ██████████ Bank Name: HSBC BANK CANADA Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5 Transit Number: ██████████ Institution Number: ██████████ Account Number: ██████████	
SUBTOTAL	\$364,325.07

*pd via wire
 8/10/12
 posted in US*

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$364,325.07
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BW 8/10/12

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER SERVICES
Tran ID: 55865195

Confirmation No: 6403400228JO0000
Bank Line: 0000000024
Semi-Rep: N
Clearing Ref: Pending

Pay Method: FED
Status: Released
Value Date: 08/15/2012

Payment Amount: USD 364,325.07

Cust Ref:
Bene Ref:

Beneficiary Is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024511070
Name: TOWER EVENTS AND SEATING SERVICES
Address: 365 ATTWELLDRI
TORONTO, ONTARIO
CA

Bene Bank:

Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/15/2012 04:46 PM ET

Last Approved By: H0447923
Last Approved On: 08/15/2012 05:12 PM ET

Released By: H0447923
Released On: 08/15/2012 05:13 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
July 25, 2012	851-2643-3

CUSTOMER:
 Circuit of the Americas
 301 Congress Avenue, Suite 220
 Austin, Texas
 78701

PROJECT:
 2012 United States Grand Prix
 Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-3		Due August 25, 2012

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 15% Construction Draw #2, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$334,266.26
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	\$30,058.81
	\$364,325.07
<p><i>paid via wire 8/27/12</i> <i>POSTED LINS</i></p>	
SUBTOTAL	\$364,325.07

Payable to : Tower Events & Seating Services Inc.
 SWIFT Code: [REDACTED]
 Bank Name: HSBC BANK CANADA
 Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5
 Transit Number: [REDACTED]
 Institution Number: [REDACTED]
 Account Number: [REDACTED]

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$364,325.07
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Bu 8/21/12

Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ██████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER SERVICES
Tran ID: 56132322

Confirmation No: 5285200237JO0000
Bank Line: 0000000024
Semi-Rep: N
Clearing Ref: 0363052/0065926

Pay Method: FED
Status: Released
Value Date: 08/24/2012

Payment Amount: USD 364,325.07

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024511070
Name: TOWER EVENTS AND SEATING SERVICES
Address: 365 ATTWELLDRI
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 08/24/2012 02:29 PM ET

Last Approved By: H0447923
Last Approved On: 08/24/2012 03:49 PM ET

Released By: H0447923
Released On: 08/24/2012 03:51 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
September 4, 2012	851-2643-7

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-7		Due September 15, 2012

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 15% Construction Draw #3, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$334,266.26
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	<u>\$30,058.81</u>
	\$364,325.07
<i>pay via wire 9/21/12</i> <i>JPM support attached</i>	
Payable to : Tower Events & Seating Services Inc.	
SWIFT Code: ██████████ Bank Name: HSBC BANK CANADA Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5 Transit Number: ██████████ Institution Number: ██████████ Account Number: ██████████	
SUBTOTAL	\$364,325.07

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com, www.towerscaffold.com

TOTAL	\$364,325.07
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Bu
9/20/12

Funds Transfer Initiation Transaction Detail Report By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER SERVICES
Tran ID: 56954269

Confirmation No: 5107000265JO0000
Bank Line: 0000000024
Semi-Rep: N
Clearing Ref: 0369427/0069930
Pay Method: FED
Status: Released
Value Date: 09/21/2012

Payment Amount: USD 364,325.07

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024511070
Name: TOWER EVENTS AND SEATING SERVICES
Address: 365 ATTWELLDRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

*posted in NS
9/21/12*

Last Entered By: H0451855
Last Entered On: 09/21/2012 01:22 PM ET

Last Approved By: H0447923
Last Approved On: 09/21/2012 04:23 PM ET

Released By: H0447923
Released On: 09/21/2012 04:25 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
September 18, 2012	851-2643-9

CUSTOMER:
 Circuit of the Americas
 301 Congress Avenue, Suite 220
 Austin, Texas
 78701

PROJECT:
 2012 United States Grand Prix
 Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-9		Due October 6, 2012

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 15% Construction Draw #4, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$334,266.26
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	\$30,058.81
	\$364,325.07

*pa via wire
 pa 10/5/12
 posted in NS*

Payable to : Tower Events & Seating Services Inc.

SWIFT Code: [REDACTED]
 Bank Name: HSBC BANK CANADA
 Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5
 Transit Number: [REDACTED]
 Institution Number: [REDACTED]
 Account Number: [REDACTED]

613500

SUBTOTAL	\$364,325.07
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365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$364,325.07
--------------	---------------------

DA BU 10/4/12

Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount

Bank ID: 021000021

Account: USD ████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER SERVICES
Tran ID: 57418241

Confirmation No: 5101700279JO0000
Bank Line: 0000000024
Semi-Rep: N
Clearing Ref: 0359562/0070128
Pay Method: FED
Status: Released
Value Date: 10/05/2012

Payment Amount: USD 364,325.07

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024511070
Name: TOWER EVENTS AND SEATING SERVICES
Address: 365 ATTWELLDRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 10/05/2012 03:42 PM ET

Last Approved By: H0447923
Last Approved On: 10/05/2012 04:43 PM ET

Released By: H0447923
Released On: 10/05/2012 04:44 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
July 25, 2012	851-2643-1

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #
851-2643-1

P.O. No.	TERMS
	Due August 6, 2012

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 15% Construction Draw #1, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$334,266.26
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	<u>\$30,058.81</u>
	\$364,325.07
<i>Payable to : Tower Events & Seating Services Inc.</i>	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: [REDACTED]	
Account Number: [REDACTED]	
SUBTOTAL	\$364,325.07

*./ pd via wire
 8/10/12
 / posted*

365 Attwell Drive, Toronto, Ontario M9W 5C2
 TELEPHONE: (416)-213-1666, FAX: (416)-213-166
 email: info@towerscaffold.com www.towerscaffold.com

TOTAL	\$364,325.07
--------------	---------------------

8/10/12

Bertha Martinez

From: Erdos, Linda <linda.erdos@ustrust.com>
Sent: Friday, August 10, 2012 3:10 PM
To: Dan Allen
Cc: Tammy Johnson; Bertha Martinez; Palomo, Ariel - SAN ANTONI TX; Kurt Rechner (kurt@prophetcapital.net); April Watanabe
Subject: RE: Wire- Tower Services

Dan,

This wire has been sent.

Thank you,

Linda Erdos
Assistant Vice President
NMLS# 620846
U.S. Trust, Bank of America Private Wealth Management
Merrill Lynch, Pierce, Fenner & Smith Inc.
Bank of America Plaza
TX7-060-08-03
300 Convent Street, 8th Floor
San Antonio, TX 78205
Tel: (210) 270-5061 | Fax: (210) 270-5607
Email: linda.erdos@ustrust.com

From: Dan Allen [<mailto:dan.allen@circuitoftheamericas.com>]
Sent: Friday, August 10, 2012 2:21 PM
To: Erdos, Linda
Cc: Tammy Johnson; Bertha Martinez; Palomo, Ariel - SAN ANTONI TX; Kurt Rechner (kurt@prophetcapital.net); April Watanabe
Subject: RE: Wire- Tower Services

Linda,

Please transfer \$364,325.07 in funds to Tower Events & Seating Rentals from COTA (Acct 2189), pursuant to the following instructions.

Tower Events & Seating Services Inc

SWIFT: ██████████
HSBC Bank Canada
170 Atwell
Etobicoke, ON M9W 5Z5
Transition#: ██████████
Institution #: 16
Acct #: xxxx-070

Please call Tammy Johnson (off:512-394-3870/cell:512-762-7465) for a voice confirmation.

Best regards,

Bertha Martinez

From: Dan Allen
Sent: Friday, August 10, 2012 2:21 PM
To: Linda Erdos (linda.erdos@ustrust.com)
Cc: Tammy Johnson; Bertha Martinez; Palomo, Ariel - SAN ANTONI TX (ariel.palomo@ustrust.com); Kurt Rechner (kurt@prophetcapital.net); April Watanabe
Subject: RE: Wire- Tower Services

Linda,

Please transfer \$364,325.07 in funds to Tower Events & Seating Rentals from COTA (Acct 2189), pursuant to the following instructions.

Tower Events & Seating Services Inc

SWIFT: HKBCCATT
HSBC Bank Canada
170 Atwell
Etobicoke, ON M9W 5Z5
Transition#: 10142
Institution #: 16
Acct #: 024511-070

Please call Tammy Johnson (off:512-394-3870/cell:512-762-7465) for a voice confirmation.

Best regards,

Dan Allen
Chief Financial Officer
Circuit of the Americas



Dan.Allen@CircuitoftheAmericas.com

This electronic mail message and any files transmitted are intended solely for the use of the individual or entity to whom they are addressed and may contain information that is privileged, confidential, or proprietary. If you are not the intended recipient, you are not authorized to disclose this information. We request that you please notify us by reply email or telephone at +1 512-301-6600 immediately, and delete the original message from your mail system in its entirety. Please be advised that any review or dissemination of, or the taking of any action in reliance on, the information contained in or attached to this message is prohibited.

This electronic mail message and attachments have been swept for known computer viruses.

CIRCUIT OF THE AMERICAS LLC

Page 3 of 4
 Statement Period
 08/01/12 through 08/31/12
 EO P PA 0A 44
 Enclosures 0
 Account Number XXXXXXXXXX 2189

Withdrawals and Debits - Continued Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
08/07	400,000.00	Wire Type:Wire Out Date:120807 Time:1527 Et Trn:2012080700214179 Service Ref:332813 Bnf:Circuit Of The Americas Ll ID:428342989 Bnf Bk:Jpmorgan Chase Bank, N. ID:0002 Pmt Det:Ts2 0120807032320	903708070214179
08/07	253,858.82 ✓	Wire Type:Wire Out Date:120807 Time:1522 Et Trn:2012080700212706 Service Ref:331831 Bnf:AT&T Cfm ID:00455777 Bnf Bk:Deutsche Bank Trus T Co. ID:0103 Pmt Det:Ts20120807031657	903708070212706
08/07	91,689.16 ✓	Wire Type:Intl Out Date:120807 Time:1515 Et Trn:2012080700210476 Service Ref:755774 Bnf:Tower Events & Seating Re ID:024503-070 Bnf Bk:Hsbc Bank Canada ID:Hkbccatt Pmt Det:Bdiw41 6496 Services Transition 10142 Institution 16	903708070210476
08/07	8,956.14 ✓	Wire Type:Wire Out Date:120807 Time:1504 Et Trn:2012080700207329 Service Ref:007100 Bnf:Imperial Credit Corporatio ID:4945276269 Bnf Bk:Wells Fargo Bank, N.A. ID:121000248 Pmt Det:Ts20120807030147/Acc/Account #: 15-025-194	903708070207329
08/07	3,500.00 ✓	Wire Type:Wire Out Date:120807 Time:1506 Et Trn:2012080700207923 Service Ref:007141 Bnf:Nop 301 Congress Lp Deposi ID:412-3424970 Bnf Bk:Wells Fargo Bank, N.A. ID:121000248 Pmt Det:Ts20120807030354	903708070207923
08/09	6,670.08 ✓	Wire Type:Fx Out Date:120810 Time:1527 Et Trn:2012080900203223 Fx:GBP 4099.60 1.6270075 Bnf:Programus Limited ID:Gb59Nwbk60172176 Bnf Bk:N Ational Westminster Ba ID:SC601721 Pmt Det:0112080 9005112Nyswift: Nwbkgb2L	903708090203223
08/10	364,325.07 ✓	Wire Type:Intl Out Date:120810 Time:1612 Et Trn:2012081000248749 Service Ref:081466 Bnf:Tower Events & Seating SE ID:024511-070 Bnf Bk:Hsbc Bank Canada ID:Hkbccatt Pmt Det:Bdiw41 8212 Transition 10142 Institution 16	903708100248749
08/13	6,326.85 ✓	Online Banking payment to Crd 0491 Confirmation# 2989655372	957108133125524
08/17	15.20 ✓	Coastal Software Des:Achfee ID:Circuit Of The Indn:Circuit Of The America Co ID:1912006656 Ccd	902530002361328
08/28	31.77 ✓	Coastal Software Des:Payment ID:N10689 Indn:Circuit Of The America Co ID:1912006656 Ccd	902540012984994

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
08/01	373,681.59	08/10	99,716.39	08/27	114,487.33
08/03	123,715.66	08/13	93,389.54	08/28	114,455.56
08/07	140,711.54	08/17	93,374.34		
08/09	134,041.46	08/20	105,399.34		

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount**

Bank ID: 021000021

Account: USD ██████████2989
Acct Name: CIRCUIT OF THE AMERICAS OPERATING

Tran Type: PAYMENT
Drawdown Ind:
Customer Line: TOWER SERVICES
Tran ID: 58704146

Confirmation No: 3006500325JO0000
Bank Line: 0000000024
Semi-Rep: N
Clearing Ref: 0314539/0059319
Pay Method: FED
Status: Released
Value Date: 11/20/2012

Payment Amount: USD 607,208.46

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs:

By Order:
Name:
Address:

Ultimate Bene: 024511070
Name: TOWER EVENTS AND SEATING SERVICES
Address: 365 ATTWELLDRIVE
TORONTO, ONTARIO
CA

Bene Bank:
Name: SWF/HKBCCATT
Address: HSBC BANK CANADA
FMR HONGKONG BK OF CANADA
70 YORK ST, 5TH FL, CA

Intermediary: 021001088
Name: HSBC BANK USA N.A.
Address: 452 FIFTH AVENUE
NEW YORK NY 19713

Bank Info:

Payment Detail:

Last Entered By: H0451855
Last Entered On: 11/20/2012 09:50 AM ET

Last Approved By: H0447923
Last Approved On: 11/20/2012 12:04 PM ET

Released By: H0447923
Released On: 11/20/2012 12:05 PM ET



Tower Events and Seating Services Inc.
 365 Attwell Drive
 Toronto, Ontario
 M9W 5C2

INVOICE

DATE	INVOICE NO.
September 18, 2012	851-2643-11

CUSTOMER:
Circuit of the Americas 301 Congress Avenue, Suite 220 Austin, Texas 78701

PROJECT:
2012 United States Grand Prix Austin, Texas

Reference #	P.O. No.	TERMS
851-2643-11		Due October 26, 2012

DESCRIPTION	AMOUNT
"SERVICES INVOICE"	
To invoice you 25% Completion Draw #5, as per contract:	
SERVICES CONTRACT VALUE FOR SEATING- \$2,228,441.75	\$557,110.44
SERVICES CONTRACT VALUE FOR ADA PLATFORMS- \$200,392.06	<u>\$50,098.02</u> \$607,208.46
<i>Payable to : Tower Events & Seating Services Inc.</i>	
SWIFT Code: [REDACTED]	
Bank Name: HSBC BANK CANADA	
Branch Address: 170 Attwell, Etobicoke, ON M9W 5Z5	
Transit Number: [REDACTED]	
Institution Number: [REDACTED]	
Account Number: [REDACTED]	
SUBTOTAL	\$607,208.46

365 Attwell Drive, Toronto, Ontario M9W 5C2

TELEPHONE: (416)-213-1666, FAX: (416)-213-166

email: info@towerscaffold.com

www.towerscaffold.com

TOTAL	\$607,208.46
--------------	---------------------

- (iv) **Delivery Draw 3:** 30% of the Total Contract Price due and payable 42 days following the first date of delivery of the goods to the project site. This shall occur on or about September 15th in each year of the term.
- (v) **Final Delivery Draw:** 25% of the Total Contract Price due and payable 56 days following the first date of delivery of the goods to the project site. This shall occur on or about October 6th in each year of the term.
- (b) **Payment Terms – Services.** Payment for the Services to be provided shall be based on the Total Contract Price For Services set out in Appendix B (Schedule Of Unit Rates For Services) and Appendix C – ADA Positions (Schedule of Unit Rates For services) and shall be invoiced and due as follows:
 - (i) **Deposit Payment:** 15% of the Total Contract Price due and payable 180 days prior to the Event date. This shall occur on or about May 15th in each year of the term.
 - (ii) **Construction Draw 1:** 15% of the Total Contract Price due and payable upon the first date of delivery of the goods to the project site. This shall occur on or about August 6th in each year of the term.
 - (iii) **Construction Draw 2:** 15% of the Total Contract Price due and payable 21 days following the first date of delivery of the goods to the project site. This shall occur on or about August 25th in each year of the term.
 - (iv) **Construction Draw 3:** 15% of the Total Contract Price due and payable 42 days following the first date of delivery of the goods to the project site. This shall occur on or about September 15th in each year of the term.
 - (v) **Construction Draw 4:** 15% of the Total Contract Price due and payable 56 days following the first date of delivery of the goods to the project site. This shall occur on or about October 6th in each year of the term.
 - (vi) **Completion Draw:** 25% of the Total Contract Price due and payable upon Engineers certified sign off certificate. This shall occur on or about October 26th in each year of the term.

4. **Deadline for Deliverables:**

- (a) Provider is to include a detailed build schedule based on the current projected scope of work as an attachment to the Rental Goods and service Agreement.

United Site Services

200 Friberg Parkway
Suite 4000
Westboro, MA 01581
Toll Free: 1-800-864-5387
Local: 1-800-718-1428
Fax: 508-594-2821



Salesperson Contact

Jason M. Hamer
Mobile: 708-516-9682
Office: 817-539-1141
Fax: 815-277-3113
Jason.Hamer@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-41835

Quote Date: 07/16/12

Quote Expires: 08/15/12

Sell To: COLONNADE GROUP
KEITH BUTLER
4212 ROBERTSON ROAD
BIRMINGHAM, AL 35243

Ship To: CIRCUIT OF THE AMERICAS
9201 CIRCUIT OF THE
AMERICAS BLVD
AUSTIN, TX 78817

Cust. #: USS-59650
Phone: 205-777-0286

Attn: KEITH BUTLER
Phone: 512-301-6600
Terms: 50% Deposit, Balance Due Net 10 Days

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Environment/Energy/Compliance	EA	1	10/30/12	11/19/12	29,849.48	29,849.48 one time

SPECIAL NOTES:

RENTAL AGREEMENT INCLUDES 21 DAYS OF TOTAL EQUIPMENT RENTAL (3 DAYS OF USAGE)
ON SITE WASTE DUMPING
WATER ON SITE FOR ALL EQUIPMENT

*\$95.00 ADDITIONAL PER SERVICE PER TRAILER IF OFF SITE DUMPING IS REQUIRED.

*\$4.25 ADDITIONAL PER SERVICE PER PORTABLE UNIT IF OFF SITE DUMPING IS REQUIRED.

*CUSTOMER MAY INCREASE EQUIPMENT QUANTITIES BY 35% BEFORE OCTOBER 1ST, 2012 WITHOUT INCURRING A PRICE INCREASE. INCREASES OVER 36% ARE AVAILABLE AT NEGOTIATED RATES.

BASE PRICE PER UNIT:

- BLACK TIE TRAILER: \$5,750.00
- GOLD TRAILER: \$5,480.00
- SILVER TRAILER: \$4,925.00
- 6-STALL SHOWER TRAILER: \$5,480.00
- DLX TOILET: \$90.00
- FLUSH TOILET: \$125.00
- ADA PORTABLE: \$125.00
- SINK: \$105.00
- HAND SANITIZER: \$10.00
- SANISTAND: \$60.00
- 250 GAL HOLDING TANK: \$80.00

pa 8/16/12
ck # 10289

TERMS:

~~25% DUE AT TIME OF ORDER~~

25% DUE OCTOBER 30TH, 2012

BALANCE DUE NET 10 FOLLOWING EVENT COMPLETION

Continued..

United Site Services

200 Friberg Parkway
Suite 4000
Westboro, MA 01581
Toll Free: 1-800-864-5387
Local: 1-800-716-1428
Fax: 508-594-2621



Salesperson Contact

Jason M. Hamer
Mobile: 708-516-9682
Office: 817-539-1141
Fax: 815-277-3113
Jason.Hamer@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-41835

Quote Date: 07/16/12

Quote Expires: 08/15/12

Sell To: COLONNADE GROUP
KEITH BUTLER
4212 ROBERTSON ROAD
BIRMINGHAM, AL 35243

Ship To: CIRCUIT OF THE AMERICAS
9201 CIRCUIT OF THE
AMERICAS BLVD
AUSTIN, TX 78817

Cust #: USS-59650
Phone: 205-777-0288

Attn: KEITH BUTLER
Phone: 512-301-6600
Terms: 50% Deposit, Balance Due Net 10 Days

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
------	------	----------	------	------	------------	-------------

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 880475, Dallas, TX 75258-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 449,529.03
Tax: 37,086.14
Total: 486,615.17

CIRCUIT OF THE AMERICAS LLC

301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701



10289

8/16/2012

PAY TO THE ORDER OF United Site Serviceas

\$ **121,653.79

One hundred twenty one thousand six hundred fifty three and 79/100***** DOLLARS

United Site Serviceas
200 Friberg Parkway, Ste 4000
Westboro MA 01581

AUTHORIZED SIGNATURE

MEMO

⑈010289⑈ ⑆0614⑆

CIRCUIT OF THE AMERICAS LLC

United Site Serviceas

10289

8/16/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
8/16/2012	Bill #8.15.12 Deposit	121,653.79	121,653.79		121,653.79

121,653.79

CIRCUIT OF THE AMERICAS LLC

United Site Serviceas

10289

8/16/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
8/16/2012	Bill #8.15.12 Deposit	121,653.79	121,653.79		121,653.79

121,653.79



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. BRAEDON BOX
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 4761199
Invoice Date: Mar 31, 2012
Invoice Amount: \$19,550.00

Project No: 069229100.1
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Mar 31, 2012

Federal Tax Id: 56-0885615

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	20.00%	23,000.00	3,450.00	19,550.00
Subtotal	115,000.00	20.00%	23,000.00	3,450.00	19,550.00
Total LUMP SUM					19,550.00

Total Invoice: \$19,550.00

BA
4/17/12

ck # 2404
pd 4/27/12

Bertha Martinez

From: Braedon Box
Sent: Monday, April 16, 2012 11:12 AM
To: Bertha Martinez
Cc: David Sweazy
Subject: Fwd: COTA Trans Mgmt Plan - KHA March 2012 Invoice
Attachments: 069229100.1_COTA_TRANS_MGMT_PLAN_03-31-12.pdf; ATT00001.htm

Approved

Sent from my iPhone

Begin forwarded message:

From: <sarah.underwood@kimley-horn.com>
Date: April 16, 2012 10:47:44 AM CDT
To: <braedon.box@circuitoftheamericas.com>
Cc: <aaron.nathan@kimley-horn.com>
Subject: COTA Trans Mgmt Plan - KHA March 2012 Invoice

Braedon,

Attached is the March invoice for the COTA Trans Mgmt Plan.
If you have any difficulties receiving this or have any questions, please contact us.

*A hard copy will not follow, unless requested.

Thank You,

Sarah Underwood
Kimley-Horn and Associates, Inc.
12700 Park Central Blvd., Suite 1800
Dallas, TX 75251
Phone: (972)-770-1308
Fax: (972)-239-3820



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. DAVID SWEAZY
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 4774630
Invoice Date: Apr 30, 2012
Invoice Amount: \$28,750.00

Project No: 069229100.1
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Apr 30, 2012

Federal Tax Id: 56-0885615

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	45.00%	51,750.00	23,000.00	28,750.00
Subtotal	115,000.00	45.00%	51,750.00	23,000.00	28,750.00
Total LUMP SUM					28,750.00

Total Invoice: \$28,750.00

pd 5/24/12

CK# 2641

Bu

5/18/12

609320 - Traffic Control.
Traffic plan

CIRCUIT OF THE AMERICAS LLC
301 CONGRESS AVE STE 220 (512) 327-3013
AUSTIN, TX 78701

Bank of America
ACH R/T

2641
35-2/1130 TX
1706

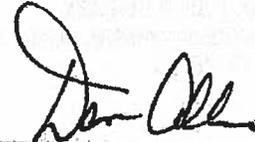
5/24/2012

PAY TO THE ORDER OF Kimley-Horn and Associates, Inc. \$ **28,750.00

Twenty-Eight Thousand Seven Hundred Fifty and 00/100***** DOLLARS $\frac{6}{100}$

Kimley-Horn and Associates, Inc.
P.O. Box 951640
Dallas, TX 75395-1640

MEMO



AUTHORIZED SIGNATURE

⑈00264⑈ ⑆⑈0023⑈

CIRCUIT OF THE AMERICAS LLC

2641

Kimley-Horn and Associates, Inc.

Date	Type	Reference	Original Amt.	Balance Due	5/24/2012 Discount	Payment
4/30/2012	Bill	4774630	28,750.00	28,750.00		28,750.00
				Check Amount		28,750.00

BOA - Operating

28,750.00



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. DAVID SWEAZY
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 069229100-0512
Invoice Date: May 31, 2012
Invoice Amount: \$28,750.00

Project No: 069229100
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through May 31, 2012

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 069229100.1-4816459

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	70.00%	80,500.00	51,750.00	28,750.00
Subtotal	115,000.00	70.00%	80,500.00	51,750.00	28,750.00
Total LUMP SUM					28,750.00

Total Invoice: \$28,750.00

Bu
8/29/12

pd 8/31/12
ck# 10411

609320
[Signature]

Bertha Martinez

From: David Sweazy
Sent: Friday, August 17, 2012 8:49 AM
To: Bertha Martinez; Karol Perrine
Subject: FW: Traffic Management Plan Invoices
Attachments: 069229100_COTA_TRANS_MGMT_PLAN_05-31-12.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Please see below and let me know the status. Thanks DS

From: aaron.nathan@kimley-horn.com [mailto:aaron.nathan@kimley-horn.com]
Sent: Friday, August 17, 2012 8:48 AM
To: David Sweazy
Cc: sarah.underwood@kimley-horn.com
Subject: Traffic Management Plan Invoices

David –

When you get a moment, can you take look into something related to our previous invoices? I think a payment on one of them (the May invoice) got 'skipped' accidentally...

Here is a summary of our last four invoices:

- July 2012; Invoice # 069229100-0712 for \$11,500. We just sent this one this week.
- June 2012; Invoice # 069229100-0612 for \$5,750. This one was paid on August 1 (thanks).
- **May 2012; Invoice # 069229100-0512 for \$28,750. This invoice is outstanding (its attached). Can you check to see if this one has been processed for payment?**
- April 2012; Invoice # 4774630 for \$28,750. This one was paid (thanks).

Thanks,
Aaron

Note our new Dallas office address...

Aaron W. Nathan, P.E. (TX), AICP
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000, Dallas, TX 75251
972.776.1730 [direct] / 972.770.1300 [main] / 817.456.6283 [cell]
aaron.nathan@kimley-horn.com

10411

CIRCUIT OF THE AMERICAS LLC
301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

10411

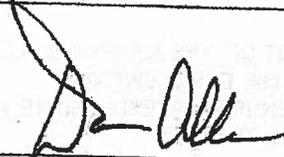
8/31/2012

PAY TO THE ORDER OF Kimley-Horn and Associates, Inc.

\$ **28,750.00

Twenty eight thousand seven hundred fifty and 00/100***** DOLLARS

Kimley-Horn and Associates, Inc.
P.O. Box 951640
Dallas TX 75395-1640



AUTHORIZED SIGNATURE

MEMO

⑈0104⑈ ⑈06⑈

Security features. Details on back.

CIRCUIT OF THE AMERICAS LLC

10411

Kimley-Horn and Associates, Inc.

10411

8/31/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/1/2012	Bill #069229100-0512	28,750.00	28,750.00		28,750.00

28,750.00

CIRCUIT OF THE AMERICAS LLC

10411

Kimley-Horn and Associates, Inc.

10411

8/31/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/1/2012	Bill #069229100-0512	28,750.00	28,750.00		28,750.00

28,750.00



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. DAVID SWEAZY
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 069229100-0612
Invoice Date: Jun 30, 2012
Invoice Amount: \$5,750.00

Project No: 069229100
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Jun 30, 2012

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 069229100.1-4844797

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	75.00%	86,250.00	80,500.00	5,750.00
Subtotal	115,000.00	75.00%	86,250.00	80,500.00	5,750.00
Total LUMP SUM					5,750.00

Total Invoice: \$5,750.00

Bu
07/18/12

pd 7/26/12
ck# 10021

609320
[Signature]

10021



CIRCUIT OF THE AMERICAS LLC
301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701

10021

7/26/2012

PAY TO THE ORDER OF Kimley-Horn and Associates, Inc.

\$**5,750.00

Five thousand seven hundred fifty and 00/100*****DOLLARS

Kimley-Horn and Associates, Inc.
P.O. Box 951640
Dallas TX 75395-1640

AUTHORIZED SIGNATURE

MEMO

⑈ 0 100 2 1 ⑈ ⑆ [REDACTED] 06 14 ⑆

CIRCUIT OF THE AMERICAS LLC

10021

Kimley-Horn and Associates, Inc.

10021
7/26/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
6/30/2012	Bill #069229100-0612	5,750.00	5,750.00		5,750.00

[REDACTED]
5,750.00

CIRCUIT OF THE AMERICAS LLC

10021

Kimley-Horn and Associates, Inc.

10021
7/26/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
6/30/2012	Bill #069229100-0612	5,750.00	5,750.00		5,750.00

[REDACTED]
5,750.00



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. DAVID SWEAZY
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 069229100-0712
Invoice Date: Jul 31, 2012
Invoice Amount: \$11,500.00

Project No: 069229100
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:
For Services Rendered through Jul 31, 2012

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 069229100.1-4881700

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	85.00%	97,750.00	86,250.00	11,500.00
Subtotal	115,000.00	85.00%	97,750.00	86,250.00	11,500.00
Total LUMP SUM					11,500.00

Total Invoice: \$11,500.00

Bm

8/22/12

pd 8/23/12

ck# 10322

Bertha Martinez

From: David Sweazy
Sent: Thursday, August 16, 2012 5:20 PM
To: Bertha Martinez
Subject: FW: COTA Trans Mgmt Plan - KHA July 2012 Invoice
Attachments: 069229100_COTA_TRANS_MGMT_PLAN_07-31-12.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Approved. Account #609320

From: sarah.underwood@kimley-horn.com [mailto:sarah.underwood@kimley-horn.com]
Sent: Thursday, August 16, 2012 4:41 PM
To: David Sweazy
Cc: aaron.nathan@kimley-horn.com
Subject: COTA Trans Mgmt Plan - KHA July 2012 Invoice

David,

Attached is the July invoice for the Trans Mgmt Plan.
If you have any difficulties receiving this or have any questions, please contact us.

*A hard copy will not follow, unless requested.

Thank You,

Sarah Underwood
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, TX 75251
Phone: (972)-770-1308
Fax: (972)-239-3820

----- ***We Have Moved!*** -----
As of June 25, 2012 we are in our new location:

10322

CIRCUIT OF THE AMERICAS LLC
301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

10322

8/23/2012

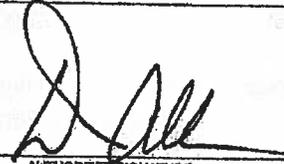
PAY TO THE ORDER OF Kimley-Horn and Associates, Inc.

\$ **11,500.00

Eleven thousand five hundred and 00/100*****

DOLLARS

Kimley-Horn and Associates, Inc.
P.O. Box 951640
Dallas TX 75395-1640



AUTHORIZED SIGNATURE

MEMO

⑈060322⑈ ⑆0614⑆

CIRCUIT OF THE AMERICAS LLC

10322

Kimley-Horn and Associates, Inc.

10322
8/23/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/31/2012	Bill #069229100-0712	11,500.00	11,500.00		11,500.00

11,500.00

CIRCUIT OF THE AMERICAS LLC

10322

Kimley-Horn and Associates, Inc.

10322
8/23/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/31/2012	Bill #069229100-0712	11,500.00	11,500.00		11,500.00

11,500.00



Kimley-Horn
and Associates, Inc.

Invoice for Professional Services

CIRCUIT OF THE AMERICAS, LLC
ATTN: MR. DAVID SWEAZY
301 CONGRESS AVENUE, SUITE 220
AUSTIN, TX 78701

Invoice No: 069229100-0812
Invoice Date: Aug 31, 2012
Invoice Amount: \$8,050.00

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Project No: 069229100
Project Name: COTA TRANS MGMT PLAN
Project Manager: NATHAN, AARON

Client Reference:

For Services Rendered through Aug 31, 2012

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 069229100.1-4915333

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOTAL FEE AUTHORIZED	115,000.00	92.00%	105,800.00	97,750.00	8,050.00
Subtotal	115,000.00	92.00%	105,800.00	97,750.00	8,050.00
Total LUMP SUM					8,050.00

Total Invoice: \$8,050.00

pd 9/28/12
ck# 10828

Ba
9/26/12

172124

Bertha Martinez

From: David Sweazy
Sent: Friday, September 21, 2012 10:22 AM
To: Bertha Martinez
Subject: FW: COTA Trans Mgmt. Plan - KHA August 2012 Invoice
Attachments: 069229100_COTA_TRANS_MGMT_PLAN_08-31-12.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Approved Account # [REDACTED] DS

From: sarah.underwood@kimley-horn.com [mailto:sarah.underwood@kimley-horn.com]
Sent: Friday, September 21, 2012 9:26 AM
To: David Sweazy
Cc: aaron.nathan@kimley-horn.com
Subject: COTA Trans Mgmt. Plan - KHA August 2012 Invoice

David,

Attached is the August invoice for the COTA Trans Mgmt. Plan, please let me know if you need anything else to process this for payment.

Thank You,

Sarah Underwood
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, TX 75251
Phone: (972)-770-1308
Fax: (972)-239-3820

10828

CIRCUIT OF THE AMERICAS LLC

301 CONGRESS AVE STE 220
AUSTIN, TEXAS 78701



JPMorgan Chase Bank, N.A.
www.Chase.com

10828

9/28/2012

PAY TO THE ORDER OF Kimley-Horn and Associates, Inc.

\$ **8,050.00

Eight thousand fifty and 00/100*****

DOLLARS

Kimley-Horn and Associates, Inc.
P.O. Box 951640
Dallas TX 75395-1640

AUTHORIZED SIGNATURE

MEMO

⑈010828⑈ ⑆0614⑆

Security features. Details on front. FD

CIRCUIT OF THE AMERICAS LLC

10828

Kimley-Horn and Associates, Inc.

10828

9/28/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
8/31/2012	Bill #069229100-0812	8,050.00	8,050.00		8,050.00

8,050.00

CIRCUIT OF THE AMERICAS LLC

10828

Kimley-Horn and Associates, Inc.

10828

9/28/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
8/31/2012	Bill #069229100-0812	8,050.00	8,050.00		8,050.00

8,050.00

VASTA & ASSOCIATES, INC.
Special Events

742 N. LASALLE ST., SUITE 500
CHICAGO, IL 60654

(312) 266-3300
FAX (312) 266-3313

INVOICE

102511

October 25, 2011

Bill To:	Send Payment To:
ATTN: Mr. Chuck Ackland Circuit of the Americas 301 Congress Ave., Suite 220 Austin, TX 78701	Vasta & Associates, Inc. 742 N. LaSalle St., Suite 500 Chicago, IL 60654 EIN: [REDACTED]
Our Inv #: 102511	Wire Info: Routing # [REDACTED] Acct #: [REDACTED]

Invoice for 1st installment, contract payment.

\$48,326.66

Totals

TOTAL INVOICE

\$48,326.66

TJ
10-31-11

Pd 12-9-11
ck 1932

CIRCUIT OF THE AMERICAS LLC
301 CONGRESS AVE STE 220
AUSTIN, TX 78701

Bank of America
ACH R/T

1932
35-2/1130 TX
1708

12/9/2011

PAY TO THE ORDER OF Vasta & Associates, Inc.

\$ **48,326.66

Forty-Eight Thousand Three Hundred Twenty-Six and 66/100***** DOLLARS

Vasta & Associates, Inc.
742 N. LaSalle St.,
Suite 500
Chicago, IL 60654

MEMO


AUTHORIZED SIGNATURE

⑈001932⑈ ⑆00231⑆

CIRCUIT OF THE AMERICAS LLC

1932

Vasta & Associates, Inc.				12/9/2011	
Date	Type	Reference	Original Amt.	Discount	Payment
10/25/2011	Bill	102511	48,326.66		48,326.66
				Check Amount	48,326.66

Operating 48,326.66

CIRCUIT OF THE AMERICAS LLC

1932

Vasta & Associates, Inc.				12/9/2011	
Date	Type	Reference	Original Amt.	Discount	Payment
10/25/2011	Bill	102511	48,326.66		48,326.66
				Check Amount	48,326.66

Operating 48,326.66

VASTA & ASSOCIATES, INC.
Special Events

742 N. LASALLE ST., SUITE 500
CHICAGO, IL 60654

(312) 266-3300
FAX (312) 266-3313

INVOICE

070112

July 1, 2012

<u>Bill To:</u>	<u>Send Payment To:</u>
ATTN: Mr. David Sweazy Circuit of the Americas 301 Congress Ave., Suite 220 Austin, TX 78701	Vasta & Associates, Inc. 742 N. LaSalle St., Suite 500 Chicago, IL 60654 EIN: [REDACTED]
<u>Our Inv #:</u> 070112	<u>Wire Info:</u> Routing #: [REDACTED] Acct #: [REDACTED]

Invoice for 3rd installment, contract payment.

\$48,326.68

Totals

TOTAL INVOICE

\$48,326.68

pd 7/19/12

ck # 3009

Bu 7/16/12

609320



17215-CP

CIRCUIT OF THE AMERICAS LLC
 301 CONGRESS AVE STE 220
 AUSTIN, TX 78701

Bank of America
 ACH R/T

3009

35-2/1130 TX
 1706

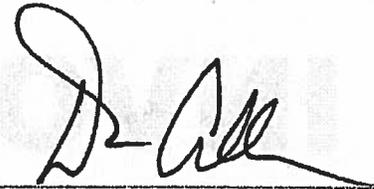
7/19/2012

PAY TO THE ORDER OF Vasta & Associates, Inc.

\$\$\$48,326.68

Forty eight thousand three hundred twenty six and 68/100*****DOLLARS

Suite 500
 Vasta & Associates, Inc.
 742 N. LaSalle St.
 Chicago IL 60654



AUTHORIZED SIGNATURE

MEMO

⑈003009⑈ ⑆ 0023⑆

CIRCUIT OF THE AMERICAS LLC

3009

Vasta & Associates, Inc.

3009
 7/19/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/1/2012	Bill #070112	48,326.68	48,326.68		48,326.68

48,326.68

CIRCUIT OF THE AMERICAS LLC

3009

Vasta & Associates, Inc.

3009
 7/19/2012

Date	Description	Orig. Amt.	Amt. Due	Discount	Amount
7/1/2012	Bill #070112	48,326.68	48,326.68		48,326.68

48,326.68

VASTA & ASSOCIATES, INC.
Special Events

742 N. LASALLE ST., SUITE 500
CHICAGO, IL 60654

(312) 266-3300
FAX (312) 266-3313

INVOICE

020812

February 8, 2012

Bill To:	Send Payment To:
ATTN: Mr. Chuck Ackslund Circuit of the Americas 301 Congress Ave., Suite 220 Austin, TX 78701	Vasta & Associates, Inc. 742 N. LaSalle St., Suite 500 Chicago, IL 60654
Our Inv #: 020812	EIN: [REDACTED] Wire Info: Routing #: [REDACTED] Acct #: [REDACTED]

Invoice for 2nd installment, contract payment.

\$48,326.66

Totals

TOTAL INVOICE

\$48,326.66

*pd 3/5/12
via wire*

*FJ
2/13/12*



Online Banking

Business Economy Chk - 2189 : Transaction Details

Transaction Details:

Description: WIRE TYPE:BOOK OUT DATE:120305 TIME:1116 ET TRN:2012030500172731 RELATED
REF:TS20120

Posting date: 03/05/2012

Amount: \$48,326.66

Type: Outgoing Wire Transfer

Account number: Business Economy Chk-2189



INVOICE

Date : 05/12/2011

Circuit Of The Americas, LLC
301 Congress Avenue Ste 220
Austin
Texas
TX 78701-2943
USA

Invoice No : FWC0004555
Job No. :
Your Ref : CIRC02
Due Date : 06/12/2011
VAT Reg No : GB 997 3377 52

Steve Sexton

Amount

Race Promotion fee in respect of the 2012 Formula 1 United States Grand Prix.

Fee due: 25,000,000.00

Total Due: USD 25,000,000.00

Payment due on or before 06 December 2011 please.

Please remit due amount to our bank as follows:

Royal Bank of Scotland
London Corporate Service Centre
PO Box 39592
2 1/2 Devonshire Square
London
EC2M 4XJ

Account No. [REDACTED]
IBAN: [REDACTED]
SORT CODE: [REDACTED]
SWIFT CODE: [REDACTED]

**Funds Transfer Initiation
Transaction Detail Report
By Last Entry Date, Status, and Amount
12/06/2011 - 12/06/2011**

Bank ID: 021000021

Account: USD [REDACTED] 4833
Acct Name: PROPHET CAPITAL MANAGEMENT

Tran Type: PAYMENT
Drawdown Ind:
Tran ID: 48756974

Confirmation No: 2291200340JO0000 Pay Method: FED
Clearing Ref: Pending

Value Date: 12/06/2011
Status: Released

Payment Amount: USD 16,000,000.00

Cust Ref:
Bene Ref:

Beneficiary is a Bank: No
Debit Bank Chgs: Remitter

By Order:
Name:
Address:

Ultimate Bene: GB71RBOS16630000581422
Name: FORMULA ONE WORLD CHAMPIONSHIP
Address:

GB

Bene Bank: [REDACTED]
Name: ROYAL BANK OF SCOTLAND
Address: PO BOX 39592 2 1/2 DEVONSHIRE SQ
LONDON EC2M 4XJ
GB

Intermediary:
Name:
Address:

Bank Info:

Payment Detail: SWIFT: [REDACTED]
IBAN: GB71RBOS16630000581422
FBO FORMULA ONE WORLD CHAMPIONSHIP
REF: INVOICE FWC0004555 COTA LLC

Last Entered By: H0264905
Last Entered On: 12/06/2011 10:42 AM ET

Last Approved By: G6345034
Last Approved On: 12/06/2011 10:43 AM ET

Released By: G6345034
Released On: 12/06/2011 10:44 AM ET

Note: Due to timing constraints, Prophet Capital Management wired \$16mm of the sanction fee directly to FOWC, receiving a credit to its investment acct in COTA.



INVOICE

Date : 05/12/2011

Circuit Of The Americas, LLC
301 Congress Avenue Ste 220
Austin
Texas
TX 78701-2943
USA

Invoice No : FWC0004555
Job No. :
Your Ref : CIRC02
Due Date : 06/12/2011
VAT Reg No : GB 997 3377 52

Steve Sexton

	Amount
Race Promotion fee in respect of the 2012 Formula 1 United States Grand Prix.	
Fee due:	25,000,000.00

Total Due: USD 25,000,000.00

Payment due on or before 06 December 2011 please.

Please remit due amount to our bank as follows:

Royal Bank of Scotland
London Corporate Service Centre
PO Box 38592
2 1/2 Devonshire Square
London
EC2M 4XJ

CGTA Transfer \$9,000,000
DA 12/6/11

Account No. [REDACTED]
IBAN: [REDACTED] 22
SORT CODE: [REDACTED]
SWIFT CODE: [REDACTED]



Business Economy Chk - 2189 Transaction Details

Posting date: 12/06/2011

Amount: -9,000,000.00

Type: Withdrawal

Description: WIRE TYPE:INTL OUT DATE:111206
TIME:1121 ET TRN:2011120600142096
SERVICE REF:679474 BNF:LONDON
CORPORATE SERVICE C
ID:GB71RBOS16630000 BNF BK:THE ROYAL
BANK OF SCOTL ID:006550761076 PMT
DET:01111206001237NYINVOICE NO.
FWC0004555 CIR