Agreement
City of Austin
Circuit Events Local Organizing Committee
(X Games Austin Event 2015)

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

RECITALS:

1. A. The City and CELOC entered into an Agreement, dated effective February 2, 2014 (the "Original Agreement"), providing for the application of the events locally known as "X Games Austin" under Tex. Rev. Civ. Stat. Art. 5190.14 § 5C, for the Event Trust Fund (ETF) and administrative rules promulgated thereunder, passed and enacted to attract "events" to Texas.

B. Tex. Rev. Civ. Stat. Art. 5190.14 § 5A, (the Act) and rules related to the Act, found at 34 Tex. Admin. Code, Chapter 2, Subchapter A, for a Major Event Trust Fund (a METF), as amended and supplemented (Rules), were passed and enacted for the purpose of attracting and securing eligible events to Texas. The Texas Comptroller of Public Accounts (Comptroller or State) is tasked with administering the Act and the Rules. The Act at 5A(a)(4) and (5), respectively, define eligible events (an Event) and eligible site selection organizations, for eligibility purposes under the METF.

C. There is proposed legislation currently pending and progressing in the Texas Legislature during this the 84th Legislature that would add ESPN Productions, Inc. (or its affiliates) (ESPN) as a site selection organization at Section 5A(a)(5) under the METF thus qualifying the "X Games Austin" as an eligible Event under the METF. There is also legislation pending that would shift the responsibility for the Act and the Rules to the Economic Development and Tourism Division, Office of the Governor. Due to the timing of the 2015 X Games Austin Event (application submitted by CELOC under the ETF and currently approved as an ETF event by the Comptroller) and the likely timing of the passage and effective date of the pending METF legislation, the City and CELOC desire to take the necessary actions to approve, qualify and apply for participation of the 2015 X Games Austin under the METF, such that the application under the METF will be effective if, as and when such legislation passes and is effective. The actions to be taken includes the execution and delivery of this Agreement and the submittal of a complete application packet by CELOC to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, for participation of such Event under the METF. The City and CELOC agree that, if the pending

legislation is passed by the Texas Legislature and becomes effective, qualifying the Event under the METF, and the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, formally accepts and approves the 2015 X Games Austin as an event under the METF in writing, this Agreement will supersede the Original Agreement only as to the 2015 X Games. However, as to the 2016 X Games Austin, the Original Agreement remains in full force and effect. If (i) the described pending legislation is not passed and does not become effective (meaning the Event is not and will not be qualified under the METF based upon such legislation), or (ii) the Comptroller, or the Economic Development and Tourism Division, Office of the Governor. does not or cannot timely formally accept and approve the 2015 X Games Austin as an event under the METF, then this Agreement will automatically terminate and the Original Agreement will govern the 2015 X Games Austin event. Until that determination is made, this Agreement will exist and operate in addition to and in parallel with the Original Agreement, but the parties acknowledge and agree that the Events will only qualify and participate under either the ETF or the METF, but not both, with the METF being the preferred and targeted fund for 2015 only.

D. The X Games Austin events will be held in June 4-7th, 2015 at the event and raceway facilities of Circuit of the Americas (COTA) in Austin, Texas.

2. The Act, at 5A(a)(2) for an METF, provides that a municipality that contains a site selected by a site selection organization for one or more events, such as the Circuit of the Americas Track now located in the City, is an eligible "Endorsing Municipality" for purposes of establishing a METF as authorized under the Act at 5A(d), thus making local and state funds available to attract, secure, and hold an eligible event, such as the X Games Austin.

3. The Act at 5A(b), authorizes an Endorsing Municipality or a local organizing committee (Local Organizing Committee), such as CELOC, to request that the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, estimate the incremental increases in certain local taxes (Local Increment) and state taxes (State Increment) that will be attributable to the Events.

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

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

6. If CELOC does not fund the Local Increment on behalf of the City, the City may terminate this Agreement, under Section 25 below.

7. The Act at 5A(k), authorizes disbursements to CELOC as the "Local Organizing Committee" on the prior approval of the City.

8. The parties acknowledge and agree that City will solely and exclusively utilize CELOC as its designee (Designee) to provide the Local Increment, and that this Agreement does not affect Comptroller's responsibility to provide City's tax revenues to the City. This Agreement does not require the expenditure of City funds into the METF.

9. CELOC, based on the CELOC Board of Directors approval, submitted a formal letter requesting, that the City (i) act as the Endorsing Municipality for purposes of establishing a METF for the Event, and (ii) authorize CELOC, as the local organizing committee, to submit a request to the Comptroller to determine the incremental increase in the receipts of various taxes for the Event.

10. On April 2, 2015, the City, by resolution of City Council, approved the City to act as "endorsing municipality" for the event, to approve and appoint CELOC as the Local Organizing Committee for the Event, to approve CELOC to apply to the site selection organization for the Event, to hold the Event in Austin, Texas in June of 2015, and approve CELOC to make application to the Comptroller for and on behalf of the City as the endorsing municipality for participation in the METF.

11. On April 8, 2015, CELOC made application to ESPN, Inc., as the site selection committee for X Games Austin Event (the Site Selection Organization) for an X Games Austin Event to be held in Austin, Texas for 2015 - 2017. On April 8, 2015, ESPN sent the City a letter from the Event Site Selection Organization, confirming that, after an international highly competitive selection process, the Site Selection Organization has chosen Austin as the sole location for the June 4 - 7, 2015 Event and subsequent Events.

AGREEMENT

12. Agreement Purpose.

The purpose of this Agreement is to establish the parties' authority, rights, and responsibilities with respect to the application to the Comptroller for creation of a METF, the funding of the METF and disbursements from that account for the 2015 Event. This Agreement does not constitute City approval for any permits or licenses that may be needed by CELOC or any other entity to hold this Event.

13. Term.

If the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, approves creation of the METF for the Event, this Agreement shall remain in effect until 180 days after the Event, unless terminated sooner only in accordance, with the terms of Sections 25 or 27 of this Agreement

14. City Authority.

The City has the authority to enter into this Agreement in accordance with the terms of the Act and pursuant to the approval and resolution of City Council enacted on April 2, 2015. No City appropriation is necessary for performance of this Agreement

15. City Responsibilities.

A. City responsibilities and obligations include:

(1) Authorize CELOC, and, if requested by CELOC, confirm the authority of CELOC as the City's exclusive Designee, to (i) contribute the Local Increment on the City's behalf, (ii) prepare and submit disbursement and reimbursement request letters to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor; (iii) receive funds from the METF, and (iv) make annual METF reimbursement requests to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, under the Rules.

(2) Coordinate, cooperate with, and assist CELOC in (i) the application process under Rule §2.102, including delivery of a letter required under subsection (a)(1) and, if required by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, an affidavit similar to that under subsection (a)(5) of §2.202, (ii) the disbursement request process under Rule §2.104, including provision of deliveries required under subsections (e)(1), (e)(7), and (i) of §2.104, as well as the submission of invoices, receipts, and other documents evidencing eligible expenses, all as reasonably requested by CELOC, to obtain disbursement and reimbursement of eligible expenses from the METF, in accordance with the Rules. The parties acknowledge that the State is the final determiner of what constitutes an "eligible expense" for reimbursement purposes.

B. Per 15.A(2), in carrying out the duties in this Agreement, the City may, and does, designate and authorize CELOC to act as its exclusive Designee and Local Organizing Committee for the Event and to perform those certain duties and tasks on behalf of the City as specified in Section 17 below and any such other duties as subsequently agreed by the City and CELOC in writing, City grants its prior approval for CELOC's submittal to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, of all disbursement and reimbursement request letters and invoices for eligible expenses related to the Event, subject only to final review and approved by the City. If any excess Local Increment contributed or funded by CELOC into the METF is refunded or delivered by the Comptroller to the City, the City will remit such refunded amount to CELOC within a reasonable time after the City's receipt and CELOC's written request.

16. CELOC Authority. CELOC is authorized by the City, and has the authority to fulfill certain responsibilities on the City's behalf as the City's exclusive Designee to make application to the Site Selection Organization for the Event on behalf of the City, to make application for the Event on behalf of the City for participation under the Act and for administration of the METF, for the Event under the Act and as further authorized and described at Section 17.

17. CELOC Responsibilities and Authority.

A. Specific Responsibilities and Authority (Event).

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

(a) Make a request to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, under the Rules, including requesting that the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, make a Local and State Increment determination per Section 5A(b), of the Act (Major Trust Fund Estimate), with such request made not later than 45 days prior to the Event. Should the date of the 2015 Event be changed to a later date in 2015, the request may be resubmitted at any time permitted by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor.

(b) Commission, pay for, or provide for payment of, and submit to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, an Economic Impact Study (EIS) assessing estimated tax increment for the 2015 Event.

(c) Prepare and submit a Request Worksheet to Establish a METF if requested by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, or if reasonably requested by the City.

(d) Provide any affidavits required by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, in the form required by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, and provide affidavits, as reasonably requested by the City.

(e) Pay or provide for payment of the City's estimated Local Increment, contribution, up to the amount of estimated Local Increment determined by the Comptroller, or the Economic Development and Tourism Division, Office of the Governor.

(f) Enter into an Event Support Contract with the Site Selection Organization per the Rules.

(g) Submit to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, documentation of the Site Selection Organization's "highly competitive selection process" per the Rules. Provide copy to the City.

(h) Prepare and submit all disbursement request letters for the Event or the METF to the City, for review and approval, and to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, including required documentation and backup (i) information to enable the City to complete and deliver, in good faith, the certification required under Rule §2.104(i) and such other non-confidential documentation in CELOC's possession as requested by the Comptroller.

(i) Prepare and submit the information and report required under Rule §2.103(a).

(2) CELOC will have (or if currently elected, maintain) one City representative to the CELOC Board. This representative will be a non-voting, ex-officio member. The City will have only one board member, regardless of the number or type of events under this or any other agreement between CELOC and the City.

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

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

B. Modifications of obligations and responsibilities.

CELOC's obligations and responsibilities under this Section 17, and the time periods for compliance or performance, as well as the distributions under Section 20 may be modified or amended with written approval of the City this approval will not be unreasonably withheld. Further, the City may ratify any non-compliant or untimely performance by CELOC and upon such ratification the compliance or performance will be considered and deemed compliant, performed, cured, and timely. Such ratification is only effective if it is in writing.

18. Funding of Local Increment.

A. The City authorizes and requests, and by its authorized signature below CELOC agrees to fulfill, the obligation and responsibility on behalf of the City for the payment of the City's Local Increment contributions for the Event in amounts up to the estimated anticipated Local Increment.

B. If this Agreement is terminated because CELOC does not meet its financial obligation of depositing the annual Local Increment in amounts up to the estimated anticipated Local Increment, then Circuit of the Americas will guaranty

the City against any liability to the Comptroller, or the Economic Development and Tourism Division, Office of the Governor, for any amount the Comptroller asserts that the City owes the State for such Local Increment, as such obligation is further set out in Section 25 of the Agreement between the City and Circuit of the Americas.

C. Per Act, the Local Increment will be matched by the State in a ratio of 1:6.25.

19. INTENTIONALLY LEFT BLANK FOR EXPANSION.

20. Disbursements.

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

(1) To the Site Selection Organization, payment for all or part of the Event service fee, provided if such service fee has been paid to the Site Selection Organization, then in reimbursement to the payor thereof.

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

21. Disbursements Must Be Eligible Expenses.

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

22. Fund Disbursement Upon Early Termination.

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

23. Sustainability Initiatives.

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

B. CELOC will exert reasonable efforts to report or cause COTA to report to the City annually, after the Event is held and prior to disbursement of funds to CELOC by Comptroller for any subsequent Event, on progress made as it relates to the terms specified in Exhibit A, as applicable to the Event.

C. Subject to and following the 30 day notice and opportunity to cure described in Section 25 below, there must also be 90 days written notice of intent to terminate

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

D. Failure to meet items (A) and (B) above, or terms specified in Exhibit A, as applicable to the Event, constitute grounds for termination; provided, however, both parties will first attempt non-binding arbitration to resolve any dispute between the parties with regard to the alleged failure of COTA to meet items (A) and (B) above or the terms specified in Exhibit A, as applicable to the Event. If non-binding arbitration is not successful, the City and CELOC agree to resolve the dispute in the jurisdiction and venue set forth in Section 25 below prior to the City exercising any termination remedy due to such dispute.

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

24. Minority/Women Business Enterprise Initiatives.

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

25. Termination with Cause.

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

B. Subject to and following the 30 day notice and opportunity to cure described in Section 25 above, there must also be 90 days written notice of intent to terminate

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

C. This Agreement may be terminated upon occurrence of any of the following events which continue beyond the 30 and 90 day notices and opportunities to cure set forth above:

(1) The Event fails to meet the Performance Measures set out below.

(2) Termination of the City's Agreement with COTA.

26. Performance Measures.

A. Performance measures are:

(1) The occurrence of the Event within the time permitted in the Act or otherwise approved by the State.

(2) City and CELOC, respectively, meet all their designated responsibilities as defined in Sections 15 and 17.

(3) CELOC timely deposits or causes the deposit of the Local Contribution.

(4) Reporting regarding Sustainability Measures for the Event as set forth in Exhibit A, as applicable to the Event.

27. Repeal or Modification of the Act.

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

28. Jurisdiction and Venue.

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

29. Severability.

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

30. Notices.

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

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

To City:
Attn: City Manager
301 West 2nd Street
Austin, Texas 78701

With copy to:
City Attorney
Law Department
301 West 2nd Street
Austin, Texas 78701

To CELOC:
Attn: Secretary
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744

With copy to:
Wayne S. Hollingsworth
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744

31. Estoppel Certificate / Lender Protection

Upon a written request from CELOC, the City shall, within 10 business days after receipt of such request, execute and deliver to CELOC and any other party designated by CELOC, an estoppel certificate in form reasonably approved by the City Manager which certifies whether the City has knowledge of any default under this Agreement or CELOC's Performance Measures. CELOC may, from time to time, deliver a written notice of lender ("Notice of Lender") executed by CELOC and notifying the City of a lender for all or part of COTA's race track facilities and related development. The Notice of Lender must include the name and address of COTA's lender ("Lender"). Until the City receives a written release of the Notice of Lender from the Lender, the City agrees to provide the Lender a notice of default under Section 25(B) above and will provide Lender the same 90 day opportunity to cure such default.

32. Assignment

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

33. Effective Date.

The effective date of this Agreement is deemed to be the date upon which the last party executing this Agreement actually signs.

34. Amendment

This Agreement may not be amended in whole or in part except in a written amendment executed by all parties to this Agreement, with copy to the State.

35. Survival of Obligations.

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

36. Business Days.

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

37. No Implied Waiver.

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

38. Limited Indemnity.

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

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

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

EXECUTED as of the dates below in Austin, Travis County, Texas.

CITY OF AUSTIN TEXAS

By: _____
Marc A. Ott, City Manager

Date: 7/15/15, 2015

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____
Wayne S. Hollingsworth, Authorized Director

Date: _____, 2015

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

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

EXECUTED as of the dates below in Austin, Travis County, Texas.

CITY OF AUSTIN TEXAS

By: _____
Marc A. Ott, City Manager

Date: _____, 2015

CIRCUIT EVENTS LOCAL ORGANIZING COMMITTEE

By: _____
Wayne S. Hollingsworth, Authorized Director

Date: _____, 2015

Exhibit A

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

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

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

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

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

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

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

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

   B. ***Transportation initiatives***

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

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

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

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

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

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

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

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

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

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

A. Air quality and environmental initiatives

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

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

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

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

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

(6) Follow Environmental Board recommendations:

a) Comply with new commercial landscape standards.

b) Comply with parking lot shading areas.

c) Investigate the restoration of riparian of Dry Creek.

d) Demonstrate a black land prairie land restoration.

e) Perform restoration of Dry Creek Riparian Corridor and Blackland Prairie Corridor; by working with partners such as Texas A&M.

f) Establish a monitoring program of any pervious pavement used on site.

(8) Achieve a minimum of 2 Stars in the Sustainable Sites Initiative by the end of 2013, or develop and submit a sustainable site operations and maintenance plan by the end of 2013 that is consistent with the principles of the SITES initiative. Plan shall be mutually approved by the City of Austin Office of Sustainability and COTA.

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

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

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

(12) Protect existing wetlands and Critical Environmental Features.

(13) Strive to reduce emissions of Particulate Matter NOx (nitrogen oxides) and CO_2 (carbon dioxide) from construction, transit and maintenance vehicles for all construction activities and major events to occur after the first US Grand Prix Event.

a) Give preference to contractors using lowest emission transit, construction, maintenance and generation equipment in future or renewed contracts, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards.

b) Give preference to contractors using the lowest emissions diesel engines available, so long as such provider is at a reasonable incremental cost compared to other providers that do not meet these standards. Specify use of Tier 3 or Tier 4 emission equipment and ultralow sulfur fuels, where feasible. Use as many of the suggested measures as feasible from the COA Construction Equipment Emission Reduction Toolkit:
http://www.dieselnet.com/standards/us/nonroad.php#tier4
Do an inventory and report to the City of Austin annually.

c) Use reasonable efforts to use cleanest equipment available, such as electric, four cycle or propane-fueled lawnmowers, line trimmers and electric hand-held equipment for landscape maintenance.[2]

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

B. Transportation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Future On-site Development

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

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

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

D. Ongoing Collaboration on Sustainability Efforts

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

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

E. Green Technology R&D

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

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

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

F. Alternative Energy Events

(1) Commit to hosting alternative energy, energy-efficient car races such as:

a) F-zero Race

b) Go Green Auto Rally

c) SAE Solar Races

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

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

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

G. Community Sustainability

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

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

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