

JUL 17 2012

EVENT SUPPORT CONTRACT

CITY OF AUSTIN - EGRSO

This Event Support Contract (this "Agreement") is entered into by and between Circuit Events Local Organizing Committee, a Texas nonprofit corporation ("CELOC"), and Formula One Management Limited, a company incorporated under the laws of England and Wales ("FOML"), as agent and business manager for Formula One World Championship Limited, a company incorporated under the laws of England and Wales ("FOWC"). FOML is a wholly owned subsidiary of FOWC; and for the purposes of this Agreement, references to FOML shall be deemed to include FOWC.

RECITALS:

- A. FOWC has the exclusive right to exploit the commercial rights in the FIA Formula One World Championship ("Championship") including the exclusive right to propose the Championship calendar and to award to promoters the right to stage Formula One events that count towards the Championship.
- B. After a highly competitive process, a site in Austin, Texas, USA, was selected as the sole site to host the Formula 1 United States Grand Prix™, a Formula One automobile race being an event that counts as a round of the worldwide Championship, once annually for ten years beginning November, 2012 (each, an "Event"; and collectively, the "Events").
- C. Article 5190.14, Section 5A, Vernon's Texas Civil Statutes (the "Act") provides that the Events are eligible for funding ("Funds") from the Major Events Trust Fund ("Trust Fund") and, along with related administrative rules promulgated by the Texas Comptroller of Public Accounts, establishes the requirements and procedures for depositing and disbursing Funds from the Trust Fund.
- D. Pursuant to that certain Agreement (the "City Agreement") by and between CELOC and the City of Austin, Texas (the "City") dated June 29, 2011, the City designated and authorized CELOC to (i) act as the City's exclusive designee and local organizing committee with respect to the Trust Fund for the Events and (ii) perform those certain duties and tasks on behalf of the City as specified in such agreement and as may be subsequently agreed by the City and CELOC.
- E. As a condition to qualifying for Funds, the Act requires a local organizing committee to have entered into an event support contract with a qualified site selection organization (such as FOML); the parties hereto acknowledge that CELOC applied to FOML to be considered as, and FOML has selected CELOC to be, the local organizing committee for the Events within the meaning of the Act; and the parties desire and intend this Agreement be deemed an event support contract within the meaning of the Act.
- F. Independent from this Agreement, FOWC has entered into a Race Promotion Contract, dated December 6, 2011 ("Race Contract") with Circuit of the Americas, LLC, a Delaware limited liability company ("Promoter") concerning the grant of certain rights by FOWC and related obligations to FOWC in respect of the Events.

In consideration of the foregoing and the agreements contained herein, CELOC and FOML hereby agree as follows:

- 1. No Affect on Other Agreements.** Nothing in this Agreement affects, modifies or amends the Race Contract or any other agreements entered into between FOWC or Beta Prema (UK) Limited and the Promoter. Nothing in this Agreement shall be deemed or operate to appoint CELOC as an 'organiser' within the meaning of the Formula One Sporting Regulations published by the Fédération Internationale de l'Automobile from time to time.
- 2. CELOC Obligations.** In accordance with the Act and consistent with its obligations under the City Agreement, CELOC hereby agrees with FOML that CELOC shall pay FOWC twenty five million United States Dollars (US\$25,000,000) for each Event, which shall be applied as Event rights fees, such amount to be payable on or before 30 November in the year preceding the relevant Event. The parties acknowledge and agree that

(i) FOML will cause FOWC to accept payment of such amount from Promoter on behalf of CELOC (and Promoter may, by separate agreement, have certain reimbursement rights from CELOC), (ii) CELOC shall be credited for its obligations under this Agreement for any payment of rights fees received by FOWC from Promoter; (iii) with respect to the 2012 Event, FOML acknowledges receipt by FOWC of US\$25,000,000 from Promoter on behalf of CELOC; and (iv) any amounts paid to FOWC hereunder constitute a part of the rights fees due in respect of each Event. CELOC acknowledges that in the absence of all amounts due under this Agreement and the Race Contract being paid, an Event may not be conducted.

In addition, CELOC shall be obligated to FOML to accomplish CELOC's responsibilities for environmental sustainability initiatives specified in Exhibit A of the City Agreement and to fulfill such other responsibilities in support of hosting the Events as may be specified in the City Agreement (as such agreement may be amended from time to time by CELOC and the City).

Nothing herein shall be construed to obligate CELOC to pay any cost or expense that is not an expense or cost qualified for disbursement out of the Trust Fund under the Act. For the avoidance of doubt, nothing in this Agreement shall waive, amend, or alleviate any of the Promoter's payment or non-payment obligations under the Race Contract.

Further, CELOC shall, prior to any Texas Public Information Act disclosure by CELOC, provide FOML with notice of any Texas Public Information Act request to CELOC for, or pertaining to any, FOML information in CELOC's possession or control so that FOML will have sufficient opportunity to protect the information and/or object to the disclosure by CELOC of FOML trade secrets, confidential commercial and/or financial information, or other information exempt from disclosure under the Texas Public Information Act (Chapter 552 of the Texas Government Code). Notice shall be given not later than 5 business days after CELOC's receipt of such request and shall be communicated in writing (by post and fax) to: the Legal Department, Formula One Management Limited, 6 Princes Gate, London SW7 1QJ England or the Legal Department: (+44) 20 7581 1649.

3. Representations and Assurances by CELOC. CELOC does hereby represent and provide assurances to FOML that CELOC (i) is a nonprofit corporation duly formed, validly existing and in good standing under the laws of the State of Texas and (ii) has been designated and authorized by the City to act as the City's exclusive designee and local organizing committee with respect to the Trust Fund for the Events.

4. Payment and Withholding Documentation. FOML agrees that (i) upon written request from CELOC following receipt by FOWC of any rights fees from or on behalf of CELOC, FOML and/or FOWC will provide to CELOC such written documentation as is reasonably requested by CELOC and/or the State of Texas to support or confirm the amounts that have been paid by or on behalf of CELOC to FOWC and (ii) upon written request from CELOC, FOML and/or FOWC will provide to CELOC such written confirmation and documentation, as is reasonably requested by CELOC, including without limitation a properly completed and signed U.S. IRS Form W-8BEN, to assist CELOC in evidencing that payments made by it (or on its behalf) under this Agreement to FOWC are not subject to U.S. source income withholding taxes, including by way of such amounts being non-U.S. source income or as qualification for an exemption under tax treaties between the United States of America and the United Kingdom, England and/or Wales. Neither FOML nor FOWC shall be required to provide any information which either of them considers to be confidential or business sensitive in connection with such assistance and to the extent FOML or FOWC shall volunteer disclosure of such information, such disclosure shall be subject to observance by the recipients of such information of any confidentiality undertakings as FOML or FOWC prescribes, subject to Texas' Public Information Act (Chapter 552 of the Texas Government Code). All third party costs of FOML and FOWC associated with such assistance, including the fees and expenses of third party advisors, shall be promptly reimbursed by CELOC to FOML or FOWC (as the case may be) upon presentation of invoices thereof.

5. Term. The term of this Agreement shall commence and become operative as of the effective date set forth below and shall continue until 31 December 2021, and shall apply to each Event during that period; provided, however, either party shall have the right and option to terminate this Agreement by written notice to the other party if either the Race Contract or the City Agreement is terminated prior to such time. CELOC will promptly

notify FOML of any termination of the City Agreement that occurs during the term of this Agreement. FOML will promptly notify CELOC of any termination of the Race Contract that occurs during the term of this Agreement.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction in Travis County, State of Texas, USA.

7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

8. Integration. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, representations or agreements with respect to the subject matter hereof not expressly incorporated into this Agreement are hereby superseded and cancelled.

Dated Effective: December 6, 2011

SIGNED by
Formula One World Championship Limited
By its agent and business manager
Formula One Management Limited
acting by a director
in the presence of :

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)
)
Director

Witness

Signature: _____
Name: CHRISTOPHER M. MCGEE - JAMES
Address: 6 PENNSYLVANIA STATE UNIVERSITY CAMPUS DR
Date: 12/7/11

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

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Director

Witness

Signature: _____
Name: DORIS ANN PERMISS
Address: 100 CONGRESS AVENUE #300 AUSTIN TX
Date: 4/17/12 78701