

Mass Gathering Permit Application

Formula Run

November 3, 2012

Submitted by Brown McCarroll, L.L.P.

On behalf of Circuit of the Americas

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SUBMITTAL CHECKLIST

- √ (1) Application and fee;
- √ (2) Promoter's name and address;
- √ (3) Financial statement that reflects the funds being supplied to finance the MG and each person supplying the funds;
- √ (4) Name and address of the owner of the property on which the MG will be held;
- N/A (5) Certified copy of the agreement between the promoter and the property owner;
- √ (6) Location and a description of the property on which the MG will be held;
- √ (7) Dates and times that the mass gathering will be held;
- √ (8) Maximum number of persons the promoter will allow to attend the MG and the plan the promoter intends to use to limit attendance to that number;
- √ (9) Name and address of each performer who has agreed to appear at the MG and the name and address of each performer's agent;
- √ (10) Description of each agreement between the promoter and performer;
- √ (11) Description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;
- √ (12) Description of all preparations being made to provide traffic control, to ensure that the MG will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the MG;

12.A. Traffic Management Plan

- √ (13) Public Safety Plan
- √ (14) Description of the preparations made to provide adequate medical and nursing care;
- √ (15) Description of the preparations made to supervise minors who may attend the MG.



Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



**8555 Airport Blvd, Suite 400, Austin, Texas 78751
Office Phone: 512-854-4621 Fax: 512-854-6471**

Application Date: 9 / 20 / 2012

TNR Application Number: _____

TDLR Permit Number: _____ or RAS Contact: _____

BUSINESS INFORMATION

Commercial Establishment, Business or Public Building Name:

Circuit of the Americas, LLC

Corporation / DBA Name:

Circuit of the Americas, LLC

911 Street Address or Location:

9201 Circuit of the Americas Blvd.

Numerals	Street/Road Name or Number	Suite/Unit No.	C, D, G, H, J, L, M, Q, R,
Del Valle	TX 78617	MAPSCO 707,708 /	U, V
City	State	Zip Code	Page Block

Exact Legal Description: See attached Exhibit "A"

Subdivision W.H. Tobin's Subdivision 1890 Lot _____ Block _____

Phase _____ Section _____ ; OR Acres +/- 1036.462 Out of _____ Survey # _____

Recorded in Real Property Records of Travis County Volume: _____ Page: _____ Tax Parcel ID #: _____

Main Phone Number: (512) 301-6600 Secondary Phone Number: () _____ Fax Number: (512) 479-1101

Proposed Commercial Establishment or Public Building Use Type: _____

Times of Operation: 5 AM (AM / PM) 5 PM (AM / PM) Days of Week: November 3, 2012

CONTACT INFORMATION

PRINCIPAL CONTACT / PERMITEE / APPLICANT

Name: Meade Nikelle S. Date of Birth: 10 / 28 / 1970
 Last First Middle Initial

Mailing Address:

111 Congress Avenue, Suite 1400, Austin, Texas 78701

Phone Number: (512) 479-1147 Fax Number: (512) 479-1101

Email: nmeade@brownmccarroll.com

If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name, date of birth, mailing address, residential address and business address for each general member of the partnership and any limited partners who own at least a ten percent (10%) interest in the partnership on an additional sheet and attach with this permit application.

OWNER

Name: Circuit of the Americas, LLC -- Steve Sexton, President Date of Birth: 9 / 16 / 1959
 Last First Middle Initial

Mailing Address:

301 Congress Avenue, Suite 220, Austin, Texas 78701

Phone Number: (512) 301-6600 Fax Number: (512) 479-1101

Email: steve.sexton@circuitoftheamericas.com



Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



**5555 Airport Blvd, Suite 400, Austin, Texas 78751
Office Phone: 512-854-4621 Fax: 512-854-6471**

Commercial Establishment, Business or Public Building Name: _____

Start Date of Construction: ___/___/___ Square Footage: _____

Estimated Cost of Construction: _____

Check ONE of the following that applies to the project:

- New Construction
 Substantial Improvement
 Change in Occupancy Classification

"Substantial Improvement" is applicable to an enlarged, altered, repaired, moved, removed, demolished or converted existing structure or infrastructure.

Supply with this application:

- One (1) set of construction and site plans for the proposed building or system containing all plans and specifications; and
- If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and owner.

Check only one permit below. Submit a separate application for each permit type.

- Building Permit
 Shell Building Permit
 Tenant Finish-Out Building Permit

(Building Permit shall include site plans or a Site Permit shall be submitted prior to a Building Permit)

- Site Permit (non-residential)
 Site Permit (residential)
 Preliminary Plat Review
 Automatic Fire-Extinguishing System Permit
 Fire Alarm and Detection System Permit
 Fire Pump Permit
 Fire Sprinkler System Permit
 Fire Standpipe System
 Private Water Supply Permit
 Underground Fire Line Permit
 Change in Ownership Review
 Tent Permit
 Fireworks Permit
 Mass Gathering Permit
 Hazardous Materials Permit
 Carnival / Festival Permit
 Removal of Underground Storage Tank Permit
 Above & Below Ground Storage Tank Installation Permit
 Other _____ Permit

I, _____, hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to Commissioners' Court of Travis County, Texas to see to it that all provisions of the permit are faithfully performed. Authorization is hereby given to the Travis County Fire Marshal's Office to enter upon the above-described property for the purpose of inspections of proposed construction. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.

Date: 9 / 20 / 2012.

Nikelle Meade

Signature of Applicant or Attorney

Nikelle Meade

Printed Name

OFFICIAL USE ONLY

TCFMO Permit Number: _____ Occupancy ID: _____ ESD: _____

Exhibit "A"

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3.671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106.008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28.657	CotA, LLC	Elroy Rd
8A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd
9	188.5874	CotA, LLC	FM RD 812
10	78.3484	CotA, LLC	FM RD 812
11	10.060	CotA, LLC	Elroy Rd
12	42.25	CotA, LLC	Elroy Rd
12A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd

Brown McCarroll, L.L.P.

VOUCHER #	INVOICE #	INV. DATE	DESCRIPTION	AMOUNT
497385	091912TRA	09-19-12	Mass Gathering Permit	260.00
TOTAL				260.00

VENDOR#: 217663

CHECK#: 21825

Brown McCarroll, L.L.P.

DISBURSEMENT ACCOUNT
111 CONGRESS AVENUE, SUITE 1400
AUSTIN, TEXAS 78701-4043

TEXAS CAPITAL BANK
Austin, Texas

32-1797
1110

DATE 09-19-12

21825

PAY TWO HUNDRED SIXTY AND 00/100 DOLLAR

AMOUNT
\$260.00

Travis County Fire Marshal's Office
5555 Airport Blvd., Suite 400
Austin, TX 78767

VOID AFTER 120 DAYS
TWO SIGNATURES REQUIRED
FOR AMOUNTS OVER \$2,000.00

Authorized Signature
AUTHORIZED SIGNATURE

⑈ 21825 ⑈ ⑆ 111017979 ⑆ ⑈ 411100065 ⑈



City of Austin

One Texas Center, 505 Barton Springs Rd. Austin, Texas 78704
P.O. Box 1088 Austin, Texas 78767
Phone: (512) 974-2797 Fax: (512) 974-3337

911 ADDRESSING CITY SERVICE ADDRESS VALIDATION

Date: *May 9, 2012*

The Following Is A Valid Address:

Address : 9201 CIRCUIT OF THE AMERICAS BLVD

Building(s) : 2, A, B, C, D, E, F, G, GS, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W

Unit(s) :

*Please contact the United States Postal Service or go to www.usps.com for the correct zip code for this address.

Legal Description:

Subdivision : W. H. TOBIN'S SUBDIVISION 1890

Block ID :

Lot ID :

Tax parcel ID : 0348310228

Jurisdiction:

AUSTIN 2 MILE ETJ

County:

TRAVIS

Comments:

Signed: _____

KELLY DELISIO

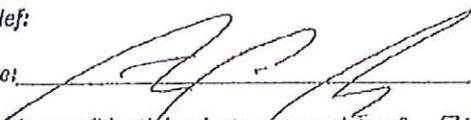
Disclaimer: The assignment and/or verification of this address does not authorize a change in land use or constitute the City of Austin's approval of any division of real property. The assignment and/or verification of this address does not supersede any requirements of the City of Austin's Land Development Code, the Texas Local Government Code, or any other state or municipal regulations.

TRAVIS COUNTY

APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT

Event Information			
Event Name:	Formula Run	Event Location:	Circuit of The Americas 9201 Circuit of The Americas Blvd, Del-Valle, TX
Event Date(s) /Times:	November 3, 2012	Maximum Attendance:	10,000 (single day)
Promoter Name:	Circuit of the Americas and RunTex	Promoter Address:	301 Congress, Austin, TX 78701 422 W. Riverside, Austin, TX 78704
Financial Information			
Financial Backer(s):	Circuit of The Americas, LLC	Amount Provided:	\$350 Million
Property Owner:	Circuit of The Americas, LLC	Owner Address:	301 Congress Avenue, Ste. 220 Austin, TX 78701
Property Description:	Circuit Of The Americas is a multi-purpose facility, the first purpose-built Formula One Grand Prix facility in the U.S. Built around a state-of-the-art 3.4-mile circuit track with capacity for 120,000 fans, the facility is designed for any and all classes of racing, including human races. Circuit of The Americas is ideally situated on a 1000-acre site in southeast Austin, approximately two miles from Austin Bergstrom International Airport, with scenic views of downtown.		
Describe or Attach Agreement for Property Use*:	The opening ceremony will include receptions and an outdoor run.		
Performer Information			
Performer Name:	N/A	Performer Address:	
Agent's Name:	N/A	Agent's Address:	N/A
Describe Agreement with Performer:	N/A		
If several performers are expected, attach list with required information.			
Operational Information			
Describe or Attach Plans for:			
Sanitation/Health	Attached.		
Traffic Control	Transportation Plan Attached.		
Public Order/Safety	Public Safety Plan Attached.		
Medical Care	Defined In Public Safety Plan (Attached).		
Controlling Attendance	Defined In Public Safety Plan (Attached).		

I verify that the information provided in this application and its attachments is based on my best information and belief:

Promoter's Signature:  Date: September 20, 2012

Is any of this information confidential, private, or proprietary? No Yes-Identify:

PUBLIC SAFETY PLAN; TRANSPORTATION & TRAFFIC PLANS;
FINANCIAL AND PROPRIETARY CONTRACT INFORMATION

TRAVIS COUNTY

APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT

ADDITIONAL REQUIREMENTS:

**If you are applying for a mass gathering permit you must also attach:*

- *A certified copy of the agreement between the promoter and the property owner*
- *A description of plans for supervision of minors*
- *The filing fee.*

If you are applying for an outdoor festival permit, you must also attach:

- *Name and address for each of the promoter's associates/employees assisting in the promotion of the festival,*
- *A financial statement for the promoter,*
- *A file stamped copy of Registration with the County Clerk's Office, and*
- *The \$5.00 filing fee.*

Item 2

Promoter's Name and Address

Promoter's Name: Circuit of the Americas, LLC

Address: 301 Congress Avenue, Suite 220

Austin, Texas 78701

Item 3

Financial Statement

(how mass gathering is being financed)

Financial Backers: The MG will be funded wholly by COTA and RunTex.
Total event cost has not yet been determined.

Item 4

Name and Address of the Property Owner

(where Mass Gathering will be held)

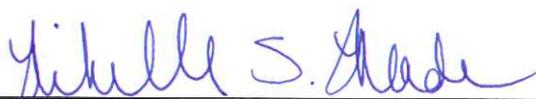
Property Owners Name: Circuit of the Americas, LLC

Address: 301 Congress Avenue, Suite 220
Austin, Texas 78701

Item 5

Certified Copy of Agreement

The Agreement is attached, and we hereby certify that it is a true and correct copy thereof.



Nikelle S. Meade,
For Circuit of the Americas, LLC

**CIRCUIT OF THE AMERICAS
VENUE RENTAL AGREEMENT**

EVENT NAME: **FORMULA RUN**

EVENT DATE: **SATURDAY NOVEMBER 3, 2012**

This agreement ("Agreement") is made this 16 day of July, 2012 ("Effective Date"), by and between Circuit of the Americas LLC (herein "COTA") and RunTex & Paul Carrozza (herein "Producer").

Recitals

WHEREAS, COTA owns, operates and manages the facility located at Circuit of the Americas in Austin, Texas ("Venue");

WHEREAS, Producer desires to rent the Venue from COTA for the purposes described in Exhibit A attached hereto and incorporated herein (the "Event") with entertainment provided by local artists as selected by Producer (herein "Performers"); and

WHEREAS, COTA desires to rent to Producer the Venue in accordance with the terms and conditions of this Agreement.

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

1. **Scope of Agreement.** The Producer agrees to use certain designated facilities and grounds (collectively, "Facilities") for the purpose of conducting the Event pursuant to the terms provided herein, and for no other purpose, and agrees to furnish everything necessary for its use at Producer's sole cost and expense, unless expressly agreed herein to be furnished by COTA, and to pay COTA for rental of the Facilities, and other equipment and services that COTA shall provide.
2. **Warranties.**
 - a. Producer warrants that it controls the services of all Performers and activities pursuant to binding agreements or confirmed offers in accordance with all customary industry practices and standards in relation to Producer and Performers.
 - b. Producer warrants that all Performers that Producer advertises as the "featured" or "star performers" in any official news releases and other promotional materials supplied by Producer or its agents will be furnished as Performers, unless otherwise agreed to in writing by COTA.
 - c. Producer shall be obligated to provide as Performers the advertised Performers, unless the appearance of such Performers is prevented by a Force Majeure Occurrence.

3. Rental Terms. The following rental terms for use of the Facilities shall be binding on Producer for this Event:

- a. Rental Fee shall be the higher amount of or of the Gross Ticket Sales (net of sales tax) (the "Rental Fee"). The standard rental fee for this event has been waived. Instead Producer will pay COTA a rental fee of of the Producer's final net income earned on the Event.
- b. All production expenses, marketing, artists and performers, setup, tear down, labor, and other direct or indirect Event expenses shall be the sole responsibility of the Producer.
- c. Any additional production expenses for equipment and labor, and any advertising expenses incurred by COTA shall be itemized by COTA and reimbursed to COTA by Producer ("Other Expenses"). The Rental Fee, House Expenses and Other Expenses are collectively referred to as "Total Event Fee."
- d. A deposit amount of (the "Event Deposit") shall be paid by Producer to COTA. The Event Deposit shall be non-refundable if the Event is canceled for any reason within 90 days of the Event date. Upon the Event's completion, the Event Deposit shall be applied towards the Total Event Fee.
- e. A security deposit in the amount of (the "Security Deposit") shall be paid by Producer to COTA. Not later than 25 days after the Event's completion, COTA shall refund the Security Deposit, or portions thereof, to Producer or provide Producer with a detailed and itemized list of damages or other amounts owed by Producer that COTA has applied the Security Deposit towards for payment.
- f. On or before the date of the Event, Producer agrees to pay COTA the Total Event Fee, less the Event Deposit (the "Net Payment"). If the remaining ticket sales collected by COTA for the Event ("COTA Ticket Sales") are equivalent or greater to the Net Payment, then the Net Payment shall be deducted from the COTA Ticket Sales. If the COTA Ticket Sales do not exceed the Net Payment, Producer shall pay to COTA the balance due to COTA at such time. Any rental fees or expenses that are not paid by Producer to COTA on or before the date of the Event, unless otherwise agreed to in writing by both parties, shall be subject to a 1 ½% per month interest charge until paid in full.
- g. All Performers merchandise sales shall be sold by COTA, and COTA shall collect and remit all sales taxes due on merchandise sales. COTA shall retain twenty percent of all merchandise hard products gross sales after sales tax, and ten percent of all merchandise CDs and DVDs gross sales after sales tax.

4. Term of Agreement. The Agreement shall commence as of the signing Effective Date and continue until the completion of the Event taking place on November 3, 2012, unless earlier terminated pursuant to this Agreement.

5. Facilities and Services Provided by COTA. For purposes of this Event, COTA will provide:

- a. As part of the Rental Fee paid by Producer COTA shall provide the use of the following Facilities:
 - i. Track, Paddock area, Main Grandstand, Parking lots.

- b. Additionally as part of the House Expenses paid by Producer, COTA shall provide the equipment and services described on Exhibit B.
 - c. Additionally, expenses for equipment and services provided by COTA not specifically included in the House Expenses described on Exhibit B shall be reimbursed to COTA by Producer as itemized line item expenses at time of the Event settlement.
- 6. **Ticket Sales. RunTex will use its online registration platform to sell Entries into the race.** COTA shall provide all ticketing services for the Event Spectators, (if appropriate) through its exclusive ticketing provider, Ticketmaster. Producer will provide to COTA ten (10) days prior notice of all on sale details and ticket scalings before Event tickets shall be put on sale to the general public.
 - a. **Complimentary Tickets.** Producer agrees to provide COTA fifty (50) complimentary tickets to the Event at no cost to the venue, and in locations selected by COTA, provided that such locations shall not conflict with any performer rider requirements.
 - b. **Ticket Sales.** COTA will grant Producer or its authorized representative the right to enter COTA's box office at any time during regular business hours on the day of the Event to examine and make copies from the COTA's box office records relating to the gross ticket receipts derived from the sale of tickets to the Event, provided that Producer will use best efforts not to interfere with COTA's business operations in the box office. COTA will furnish to Producer, by the end of the Event, a written box office statement, certified by COTA as accurate and true, as well as accounting reports (including final box office statements) from the Ticketmaster computerized ticket distribution system. For a period of twelve (12) months following the Event, upon not less than 24 hours notice to COTA, Producer or its representatives shall have the right at all reasonable times that do not interfere with COTA's business operations and during regular business hours to examine all records pertaining to ticket sales for the Event.
- 7. **Agreement Not to Compete.** Except for promotional appearances related to this Event, Producer will use good faith efforts to ensure that Performers on the Event do not make a paid appearance within a sixty (60) mile radius of the Circuit of the Americas facility during the period of ninety (90) days preceding through ninety (90) days following the Event without COTA's prior written consent, which may be withheld in COTA's sole discretion.
- 8. **Production.**
 - a. Producer shall be responsible for all payments, including minimum guarantees, if any, for Performer's services in support of the Event and Producer shall indemnify, defend and hold harmless COTA from and against all payment for Performer fees, including minimum guarantee, if any, pursuant to the indemnification provisions of this Agreement.
 - b. Producer shall be responsible for all payments for production of Event, including but not limited to lighting, sound, equipment rentals, stagehands, catering, insurance, and ASCAP/BMI/SESAC fees. Upon request by Producer, COTA will assist

in the procurement of production equipment and personnel and shall be entitled to reimbursement for costs of production equipment and personnel incurred by COTA on Producer's behalf by deducting such costs from the amount due Producer at final settlement.

- c. Producer agrees that the management of COTA and authorized emergency personnel may enter any part of the Venue at any time and on any occasion.
- d. Producer, and all subcontractors, representatives, employees, and other related parties shall be granted access to the Venue beginning at 8:00 am on the day of the Event to begin loading in. All items placed at the Venue by Producer shall be removed from the Venue on or before 4:00 am on the following day. Additional move in or move out days must be agreed upon on or before the Effective Date, and agreed upon times and fees shall be included in **Exhibit A** to this Agreement. In the event that the Venue is not vacated by the Producer on the date and time required under this Agreement, then COTA shall be and is hereby authorized to remove from the Venue at the sole cost and expense of the Producer all goods, wares, merchandise, equipment, and property of any kind which remains at the Venue following the required removal date, and COTA shall not be liable for any damages or loss to such goods, wares, merchandise, equipment or other property related to removal by COTA, and COTA is hereby expressly released from any and all claims for damages of any kind whatsoever related hereto.
- e. Producer agrees to prohibit the distribution of any flyers, posters, other printed material, or stickers, without the prior written consent from COTA.
- f. Producer understands that COTA reserves the right through its management or representatives to eject any objectionable person or persons from the Venue and upon the exercise of this authority, the Producer waives any right and claim for damages against COTA, or any of its officers, agents or employees.
- g. Producer agrees that no portion of the sidewalks, entries, passages, hallways, vestibules and ways of access to public utilities of the Venue shall be obstructed by the Producer, or used for any purpose other than for ingress and egress. Producer will keep all passageways clear at all times. Producer agrees to limit the capacity as required by COTA, and / or outlined by the rules, laws or ordinances governing such.
- h. Producer represents and warrants that it has agreements with and has obtained all required licenses from applicable licensing authorities such as ASCAP, BMI, and SESAC. If Producer fails to enter into such agreements, then Producer agrees to pay as additional production expenses all costs and expenses, including but not limited to applicable licensing fees, incurred by COTA in connection with obtaining the required licenses. **PRODUCER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COTA PARTIES (AS DEFINED BELOW) FROM AND AGAINST ALL CLAIMS (DEFINED BELOW) RELATED TO COPYRIGHT LICENSING FEES IN CONNECTION WITH THIS AGREEMENT.**
- i. Producer agrees that no performances, exhibition, or activity of any kind whatsoever shall be given, displayed or permitted to exist or continue at the Venue which is objected to by COTA. COTA shall have the right to cause such performance, exhibition, or activity to be terminated without liability to COTA for such termination, after a reasonable time to cure the objectionable performance, exhibition, or activity has been given.

- j. Producer shall not utilize oil, burning fluids, propane, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than gas or electricity for illuminating the premises, without prior written consent from COTA, which may be withheld in COTA's sole discretion. Producer shall, through COTA, obtain all required permits from the Fire Department and any applicable regulatory authorities for the express use of pyrotechnics prior to time of doors opening to the public for the Event. All costs for said permits shall be the sole responsibility of the Producer.
 - k. Producer understands that COTA reserves the right to make public address announcements during intermission and at such times which would not unreasonably interfere with Producer's use of the Venue, including but not limited to announcements regarding "future attractions" and other such matters as may pertain to the welfare, safety, health or convenience of the public. Producer is specifically prohibited from making public announcements, other than those which pertain to the Event itself, without the prior written consent of COTA, which may be withheld in COTA's sole discretion.
 - l. Producer agrees to honor COTA's "All Access", "Employee", "Owner" and "VIP" passes, and grant pass holders access to the areas they are designated to have access to at all times.
 - m. Producer shall advance all technical details, times, labor numbers, catering requirements, and show information with COTA's representative at least twenty one (21) days prior to the Event. A technical rider of the performance shall be provided to COTA at least thirty (30) days prior to the Event.
- 9. Staffing and Emergency Services.** COTA reserves the right to determine the adequate number of security personnel required for the Event, and COTA will provide such security personnel, to be paid for by Producer as part of the House Expenses. COTA also reserves the right to determine the adequate number of police, fire, and emergency medical services personnel required for the Event, to be paid for by Producer as part of the House Expenses.
- 10. Damages.** Producer agrees to keep and maintain the Venue, including but not limited to all property, floor coverings, painted surfaces, concrete and wood floors, seats, cabinetry, appliances, furniture, furnishings, fixtures, and equipment at the Venue in the same condition, state of repair, and maintenance as each are delivered to Producer, normal wear and tear excepted, and shall reimburse COTA for costs incurred by COTA to repair any damage to the Venue directly or indirectly caused by the Producer or the Producer's agents, employees, subcontractors, or representatives thereof, or any third parties in connection with the Event. In the event that Producer or any contractor, subcontractor, vendor, agent, or invitee erects any platforms or staging in any portion of the Venue, the expenses of such erection and removal thereof shall be paid by the Producer, and any damages related thereto shall be paid by Producer.
- 11. Compliance with Laws and Regulations.** Producer, in the performance of this Agreement, will comply with and will use best efforts to ensure that Performers, contractors, subcontractors, agents and invitees, will comply with all applicable international, federal, state, and local laws, codes, regulations and ordinances, including all environmental laws

and labor laws and with the rules and regulations of Circuit of the Americas. Producer will not discriminate against any person because of race, creed, color, national origin, religion, age or sex in any term or condition of employment in violation of any state or federal laws and warrants that it will present the Event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act (ADA).

12. Concessions and Merchandise. COTA retains the sole and exclusive rights to sell all food and beverage concessions through its exclusive concessions providers. COTA retains the sole and exclusive rights to sell all merchandise items. Producer shall have no right to sell or distribute concessions or merchandise of any kind, including but not limited to food, drink, programs and novelty items on or about the Venue except as authorized in writing by COTA. Neither Producer nor any third parties shall be permitted to bring food or beverages into the Venue for any purpose whatsoever without the prior written consent from COTA, which may be withheld in COTA's sole discretion.

13. Sponsorships. Producer acknowledges that COTA has certain exclusive sponsorship arrangements, and agrees to identify and provide to COTA in writing a list of its potential sponsors not later than 14 days prior to the Event's on-sale date, which sponsorship shall be subject to COTA's prior written consent, which may be withheld to the extent of a potential conflict with COTA's sponsors.

14. INDEMNIFICATION AND HOLD HARMLESS. PRODUCER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COTA, ITS AFFILIATES AND EACH THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, OWNERS, MANAGERS, AGENTS AND REPRESENTATIVES THEREOF (COLLECTIVELY, "COTA PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, ATTORNEYS FEES AND COURT COSTS, AND OTHER EXPENSES (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED TO ANY LIABILITY, OR CLAIM OF LIABILITY, FOR INJURY OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED IN CONNECTION WITH (I) PRODUCER'S OR PRODUCER'S EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, SUCCESSORS, ASSIGNS AND ALL OTHER PERSONS ACTING ON PRODUCER'S BEHALF IN CONNECTION WITH THE USE OR OF OCCUPANCY OF THE VENUE, INCLUDING BUT NOT LIMITED TO THE FACILITIES, WHETHER SUCH USE IS AUTHORIZED OR NOT, BY ANY ACT OR OMISSION OF PRODUCER OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUESTS, PATRONS, PERFORMERS, OR INVITEES, AND REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY OF THE COTA PARTIES, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A COTA PARTY, (II) ANY BREACH OR VIOLATION OF ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING ANY WARRANTY OR GUARANTEE, (III) ANY OBLIGATIONS OF PRODUCER TO THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AMOUNTS OWED TO PERFORMERS,(IV) VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS AND (V) DUE TO ANY CONTRAVENTION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION

OVER THE SUBJECT MATTER OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

15. Insurance.

- a. **Required Coverage.** Producer shall maintain and require its subcontractors to maintain in effect throughout the entire term of this Agreement, insurance coverage (under an "occurrence" policy form) with an insurance company or companies in the amount described below insuring: (a) Producer's indemnity obligations under this Agreement; (b) statutory workers compensation for occupational diseases and for injuries sustained by or death resulting to employees of Producer or its subcontractors as required by law; and (c) Producer's and/or COTA's liability for any property damage, bodily injuries or death sustained by any persons or persons, including agents and employees of Producer, which was in any manner caused by, arising from, or related to the Event. On or before the Effective Date of this Agreement, Producer shall provide to COTA (to COTA's satisfaction) a certificate of Insurance certifying the existence of all coverage required hereunder and Additional Insured Endorsement on ISO Form CG 20 10 11 85 (or a substitute form providing equivalent coverage) naming COTA as an additional insured thereunder. All such insurance shall be kept and maintained without cost or expense to COTA. Failure to maintain continuous insurance coverage by Producer shall represent a material breach of Producer's obligations under this Agreement. All policies of insurance shall waive any and all rights of subrogation against COTA pursuant to Subsection (b) below. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Circuit of the Americas, LLC. The coverage available to COTA shall not be less than the limits set forth below. Without limiting any of the foregoing, Producer agrees to secure and maintain, at Producer's sole cost and expense, the following insurance, at the coverage limits specified:
- i. **Workers Compensation Insurance.** In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of \$1,000,000 employers liability each accident, \$1,000,000 each employee and \$1,000,000 policy limit.
 - ii. **Commercial General Liability Insurance** with limits of not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$1,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$100,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per location. This policy shall be written on an occurrence basis.
 - iii. **Automobile Liability Insurance** with a limit of not less than \$1,000,000.00 combined, covering all owned, non-owned and hired vehicles.
 - iv. **Umbrella Liability Insurance** with not less than \$4,000,000.00 limit providing excess coverage over all limits and coverages noted in paragraphs (b) and (c) above. This policy shall be written on an occurrence basis.
- b. **Waiver of Subrogation.** Producer's insurance shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, Producer releases COTA, its affiliates

and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, injury or death which occur hereafter and are insured against by Producer under insurance policies carried by Producer. Producer shall furnish to COTA the waiver of subrogation endorsement consistent with the terms of this Agreement.

16. Cancellation and Termination.

a. Cancellation by Producer.

- i. In the event of cancellation of the Event by Performers, Producer shall provide COTA written notice of its intent to cancel the Event, and no such notice will be considered to have been given until such time as COTA has received written notice of the cancellation.
- ii. If Producer cancels the Event longer than ninety (90) days before the Event date, then COTA shall return Producer's deposit amount. If Producer cancels the Event fewer than ninety (90) days prior to the Event date, then Producer shall forfeit its deposit amount to COTA, unless such cancellation was due to a Force Majeure Occurrence.
- iii. Upon any cancellation for any reason whatsoever, COTA shall offer immediate refunds to purchasers of any and all tickets to the Event.

b. Cancellation and Termination by COTA.

- i. If Producer fails to perform its obligations hereunder in any material respect or fails to comply with any material provision of this Agreement, including any representations or warranties, and if curable, such default is not cured as soon as practicable but not later than ten (10) business days after receipt of written notice specifying the default, then COTA may terminate this Agreement by giving written notice thereof to Producer and recover all damages and avail itself of all other remedies available in law or equity; provided however that upon the occurrence of any material breach of this Agreement by Producer, which occurs fewer than ten (10) days prior to the Event, and which remains uncured beyond a reasonable period of time, COTA shall have the right to seek all available remedies available under this Agreement and Texas law. Notwithstanding a termination of this Agreement under this provision, COTA shall be entitled to recover any and all damages arising out of Producer's failure to perform its obligations under this Agreement.

17. Force Majeure Occurrence. COTA and Producer shall be excused from performance of any and all of its obligations herein to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civic disturbance, or any other cause beyond the reasonable control of COTA or Producer, provided that such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence..

18. Broadcasting Rights. Producer shall not enter into any agreements for the granting of radio, television, or online broadcasting rights in connection with the Event hereunder without the prior written consent of COTA.

19. Advertising. Producer shall not advertise, announce or promote the Event until such time as this Agreement has been executed by both parties and returned to COTA. Producer further agrees to obtain COTA's prior consent to its use of all signs, advertisements, show bills, lithographs, posters, flyers, cards, and online ads and announcements of any descriptions which display or announce the COTA logo or name (collectively, "Promotional Materials") and to take down and remove forthwith any Promotional Materials objected to by COTA. Producer shall submit such Promotional Materials within a reasonable time before placement to allow COTA to review and determine if such materials are approved, and such approval such not be unreasonably withheld as COTA acknowledges the importance for reasonable timeliness in such matters.

20. COTA's Preferred Customers. The parties acknowledge that COTA has a number of classes of preferred customers at the Venue, which customers are contractually entitled to the first rights to purchase tickets to all publicly ticketed events, including the Event. Producer shall cooperate in good faith with COTA with respect to its obligations to preferred customers and shall provide COTA reasonable time to carry out these obligations. COTA acknowledges that artists may not agree to the priority location of COTA's preferred customers, particularly with respect to floor seating locations or that such locations may be unavailable (or moved prior to the Event) because of production elements, and that COTA may have to replace these locations for affected customers in order to entice an artist or to otherwise present the Event. COTA will create a seating manifest showing the usual placement and areas in which COTA's preferred customers will be entitled to purchase tickets.

21. Confidentiality Agreement. Each of the parties hereto acknowledges and agrees that the terms of this Agreement and all information imparted to or learned by such party from the other in connection with this Agreement including, but not limited to, any estimates, budgets, proposals, projections, financial settlements or other documents prepared in connection with the Event (collectively, the "Confidential Information") is confidential to the extent such information was not obtained through other lawful means. Each party agrees that such party will not, unless specifically consented to in writing by the other party or parties concerned, divulge, transmit or otherwise disclose to any person, firm or corporation (other than in such party's performance of duties under this Agreement, to such party's advisors, or as required by applicable law) any Confidential Information; provided however, that nothing contained in this section shall preclude any party from disclosing its own involvement in the Event.

22. General Provisions.

- a. **Assignment.** Producer will not assign this agreement, nor sublet the facilities or any part thereof without the prior written consent of COTA, which may be withheld in COTA's sole discretion.

- b. **Independent Contractor.** The relationship of the parties hereto is that of independent contractor. Nothing contained herein will create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party has the authority to bind the other in any respect.
- c. **Responsibility for Own Employees.** Each party shall be solely responsible for all wages, federal, state and local income taxes and worker's compensation requirements for its own personnel. Each party shall indemnify, defend and hold harmless the other from any such liability for contributions, taxes (federal, state and local), payments or other obligations related to employees of the other party.
- d. **Matters Not Addressed.** The decision of the management of COTA shall be final and conclusive as to each matter not covered in this Agreement and specifications that may arise in conjunction with the privileges granted hereunder.
- e. **Amendments.** All additions and deletions to this Agreement and any attached addenda or riders shall be initialed and dated by authorized representatives of both parties in order to be valid.
- f. **No Waiver.** If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of any other provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right
- g. **Severability.** If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
- h. **Authority.** Each of Producer and COTA hereby represents and warrants that it has the full power and authority to enter into this Agreement and to engage in the transactions contemplated herein.
- i. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts-of-laws principles. The exclusive venue in the case of any disputes shall be in Travis County, Texas.
- j. **Survival.** The payment obligations of Promoter and the following sections: indemnification (Section 14), insurance (Section 15), confidentiality (Section 21) and General Provisions (Section 22), shall survive the termination of the agreement.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED UPON as of the Effective Date:

PRODUCER

Entity Name: RunTex & Paul Carrozza



By:

Name: Paul Carrozza

Title: CEO/Executive Producer

Website URL: runtex.com

Address: 422 W. Riverside Drive, Austin, TX 78704

Telephone: 512.656.4000 Cell: 512.656.4000

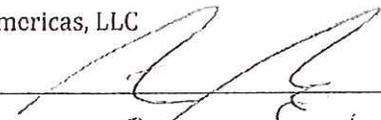
Fax: 512.536.6974

Email Address: paul@runtex.com

Date: 7/4/12

COTA

Circuit of the Americas, LLC

By: 

Name: Steve Sexton

Title: President

Date: July 16, 2012

EXHIBIT A

DESCRIPTION OF EVENT

RunTex will be producing a 5k marathon racing event with select local/regional entertainment that will utilize the track for the race, the paddock area, the main grandstand, and the parking lots. Anticipated attendance is between 5,000-10,000 attendees. This event will also serve as an Open House for attendees to gain public admittance to the COTA facility.

RunTex may utilize the Friday Nov 2 date for setup of the racing course and entertainment areas. The race will take place on Saturday Nov 3, 2012. In the event a Mass Gathering Permit is not granted for this event purpose by Travis County, this agreement will terminate immediately. As part of the Mass Gathering Permit application, RunTex agrees to have the necessary emergency services on site for the event.

EXHIBIT B
HOUSE EXPENSES

The following equipment and services shall be included in the House Expenses number provided by COTA to Producer:

- i. N/A.

The following equipment and services are specifically excluded from the House Nut Expenses, along with any other equipment or services not specifically described above, and therefore shall be itemized additional expenses provided by COTA and paid for by Producer upon the Event settlement:

- i. Stagehands labor, catering expenses, artist hospitality expenses, and any additional equipment or services not specifically included above as House Nut Expenses. All production expenses are the sole cost of Producer.

Producer shall be responsible for providing and paying for all licensing fees (such as ASCAP, BMI and SESAC). If Producer fails to provide such licensing fee coverages, then COTA will deduct such applicable licensing fees from Producer in the Event settlement, and will remit such licensing fees under COTA's coverage plans.

Any advertising placed by COTA for the Event at Producer's request will be reimbursed to COTA at the time of Event settlement at the advertisements gross prices.

Producer shall provide and pay for insurance coverages that meet all insurance coverage requirements as outlined in this Agreement.

Item 6

Location and a Description of the Property

Address: 9201 Circuit of the Americas Blvd. Del Valle, Texas

Description: +/- 1036 Acre parcel in Southeast Travis County, situated adjacent to Elroy Road, McAngus Road and FM 812. US 183 and SH 130 are the nearest major roadways. The parcel is comprised of 14 separate tracts (including 2 roadway easements) as illustrated in the table below:

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3.671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106.008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28.657	CotA, LLC	Elroy Rd
8A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd
9	188.5874	CotA, LLC	FM RD 812
10	78.3484	CotA, LLC	FM RD 812
11	10.060	CotA, LLC	Elroy Rd
12	42.25	CotA, LLC	Elroy Rd
12A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd



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FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE THOMAS B. WESTBROOK SURVEY NO. 5, THE WILLIAM LEWIS, SR. SURVEY NO. 2, AND THE PETER C. HARRISON SURVEY NO. 3, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010836 (TRACTS 1-5), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010837 (TRACTS 6-8 & 9-10) OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NO. 2011059565 (TRACT 11), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011026871 (TRACT 12), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1036.462 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 3/4" Iron rod found in the westerly right-of-way line of Elroy Road and the northeastern most corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, also being the southeast corner of a tract of land conveyed to Thomas and Vickie Lincoln, recorded in Document Number 2002142611, of the Official Public Records of Travis County, Texas, for a northeasterly corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said west right-of-way line of Elroy Road, S28°07'01"W, a distance of 246.74 feet to a 1/2" Iron rod found for an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and for the northeast corner of Boothe Subdivision, Block 1, a subdivision recorded in Book 10, Page 18, of the Plat Records of Travis County, Texas, in the west right-of-way line of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Boothe Subdivision, the following three (3) courses and distances,

1. N63°57'05"W, a distance of 120.17 feet to a 1/2" capped Iron rod found for an interior ell corner of the herein described tract,
2. S27°38'39"W, a distance of 363.54 feet to a 1/2" capped Iron rod found for an interior ell corner of the herein described tract,
3. S61°21'21"E, a distance of 120.00 feet to a 1/2" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, in the west right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the westerly right-of-way line of said Elroy Road, S28°10'50"W, a distance of 1055.41 feet to a 1/2" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the northeast corner of a 2.293 acre tract conveyed to Jimmie D. Reed, et ux., recorded in Volume 13024, Page 330, of the Official Public Records of Travis County, Texas,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Jimmie D. Reed tract, N61°55'32"W, a distance of 495.01 feet to a 1/2" Iron rod set for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the northwest corner of said 2.293 acre Jimmie D. Reed tract, a northerly corner of Lot 3, Brammer Subdivision, recorded in Book 87, Page 41C, of the Plat Records of Travis County, Texas

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Lot 3, Brammer Subdivision, N62°34'18"W, a distance of 179.75 feet to a 1/2" Iron rod found for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the southeast corner of a 9.25 acre tract conveyed to Donald A. Haywood, recorded in Volume 11464, Page 72, of the Official Public Records of Travis County, Texas, and in the north line of said Lot 3, Brammer Subdivision,

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THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 9.25 acre Donald A. Haywood tract, N28°01'48"E, a distance of 516.42 feet to a 5/8" iron rod found, common to the northeast corner of a 0.75 acre tract conveyed to Donald A. Haywood, recorded in Volume 12650, Page 1, of the Official Public Records of Travis County, Texas, and the southeast corner of a 5.74 acre tract conveyed to Rosa Santis, recorded in Document Number 2007001425, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 5.74 acre Santis tract, the following three (3) courses and distances, numbered 1 through 3,

1. N28°00'24"E, a distance of 295.75 feet to a 1/2" capped iron rod found for an interior ell corner of the herein described tract,
2. N62°01'37"W, a distance of 843.33 feet to a 1/2" iron rod found for an interior ell corner of the herein described tract,
3. S28°06'32"W, a distance of 297.47 feet to a 1/2" iron rod found for the northwest corner of said 9.25 acre Donald A. Haywood Tract, and an easterly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 9.25 acre Donald A. Haywood tract, S28°07'07"W, a distance of 516.86 feet to a 1/2" iron rod found for the northwest corner of a 41.520 acre tract conveyed to Gilbert C. Vettors, recorded in Volume 12651, Page 777, of the Official Public Records of Travis County, Texas, and the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and said Gilbert C. Vettors tract, S27°44'50"W, a distance of 1204.66 feet to a 1/2" iron rod found for an interior ell corner of the herein described tract, common to the southwest corner of said Gilbert C. Vettors tract, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and in the northerly line of a 15.595 acre tract conveyed to Young H. Spurlock, recorded in Volume 11640, Page 1285, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and said Young H. Spurlock tract, N30°53'50"W, a distance of 483.75 feet to a 1-1/2" iron pipe found for an interior ell corner of the herein described tract, common to the southerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and the northwest corner of a 4.20 acre tract conveyed to Mike J. McLaughlin, recorded in Volume 11662, Page 517, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and said Mike J. McLaughlin tract, S27°51'16"W, a distance of 946.00 feet to a 5/8" iron rod found for an interior ell corner of the herein described tract, common to the southeast corner of the said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, and the southwest corner of said Mike J. McLaughlin tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said Mike J. McLaughlin tract, S62°02'41"E, a distance of 207.24 feet to a 5/8" iron rod found for a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, the southeast corner of the said 4.20 acre Mike J. McLaughlin tract, and the southwest corner of said 15.595 acre Young H. Spurlock tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 15.595 acre Young H. Spurlock tract, S62°11'02"E, a distance of 311.64 feet to a 5/8" iron rod found for a point in a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 15.595 acre Young H. Spurlock tract, S62°09'59"E, a distance of 1407.71 feet to a 1/2" iron rod set for an easterly corner of the herein described tract, common to the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the southeast corner of a 1.0 acre tract conveyed to Juan Bautista, recorded in Document Number 2004224559, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and the west right-of-way line of said Elroy Road, S25°15'20"W, a distance of 49.59 feet to a 1/2" iron rod found for an easterly corner of the

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herein described tract, common to the southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the northeast corner of a 20.024 acre tract conveyed to GST Hermanas Land and Cattle, LLC., recorded in Document Number 2010091347, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common southerly boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 20.024 acre tract, N62°10'03"W, a distance of 1989.27 feet to a ½" iron rod found for a southeasterly corner of the herein described tract, common to the northwestern corner of said 20.024 acre tract, also being the northernmost northeastern corner of said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract,

THENCE, with the common boundary line of said 20.024 acre tract and said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, S27°49'53"W, a distance of 478.42 feet to a capped ½" iron rod set in the western line of said 20.024 acre tract, common to a southeastern corner of said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, also being a northern corner of a 25.167 acre tract conveyed to Roger B. Holzem, II and Adam Lloyd Cortez in Document No. 2005073338, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract and said 25.167 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

1. N63°50'57"W, a distance of 208.39 feet to a capped ½" iron rod set,
2. N27°50'04"E, a distance of 14.68 feet to a capped ½" iron rod set,
3. N61°22'45"W, a distance of 246.14 feet to a capped ½" iron rod set,
4. S34°03'11"W, a distance of 209.42 feet to a ½" iron rod found,
5. S58°21'23"E, a distance of 478.16 feet to a capped ½" iron rod set,
6. S27°49'59"W, a distance of 590.43 feet to a ½" iron rod found,
7. S62°09'21"E, a distance of 1488.11 feet to a capped ½" iron rod set for an interior ell corner of the herein described tract, common to the southernmost southeastern corner of a 10.00 acre tract of land conveyed to Billy and Vivian Ferris in Document No. 2004184997, Official Public Records of Travis County, Texas

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said 10.00 acre Ferris tract, the following two (2) courses and distances numbered 1 and 2,

1. N27°39'33"E, a distance of 549.09 feet to a capped ½" iron rod set for an interior ell corner of said 10.00 acre Ferris tract,
2. S62°09'22"E, a distance of 500.60 feet to a ½" iron rod found for an easterly corner of the herein described tract, common to the easternmost southeastern corner of said 10.00 acre Ferris tract, also being in the western right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said Elroy Road, S27°39'11"W, a distance of 609.03 feet to a ½" iron rod found for an easterly corner of the herein described tract, common to the northeastern corner of a 2.000 acre tract conveyed to John C. Mackno in Document No. 2011069021, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, said 2.000 acre Mackno tract, and a 111.20 acre tract conveyed to John C. Mackno in Document No. 1999145080, Official Public Records of Travis County, Texas, N62°09'23"W, a distance of 3229.41 feet to a square pipe found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwesterly corner of said 45.25 acre tract, and the northwest corner of said 111.20 acre tract,

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THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1 said 111.20 acre John C. Mackno tract, S28°17'30"W, a distance of 1186.16 feet to a ½" Iron rod found for a southeasterly corner of the herein described tract, common to the southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwest corner of said 111.20 acre John C. Mackno tract, and in the north line of a said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 said 111.20 acre John C. Mackno tract, S46°55'33"E, a distance of 1829.96 feet to a ½" Iron rod found for a southeasterly corner of the herein described tract, common to the northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southerly corner of said 111.20 acre John C. Mackno tract, and a northwesterly corner of Lot 1, Elroy Estates Subdivision, a subdivision recorded in Book 49, Page 46, in the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following two (2) courses and distances numbered 1 and 2,

1. S42°11'16"W, a distance of 600.26 feet to a ½" Iron rod found for an easterly corner of the herein described tract,
2. S46°52'24"E, a distance of 436.01 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the westerly right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the west right-of-way line of said Elroy Road, S42°41'24"W, a distance of 49.54 feet to a ½" Iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the northeast corner of Lot 4 of the said Elroy Estates Subdivision,

THENCE, leaving the said westerly right-of-way line of Elroy Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following three (3) courses and distances numbered 1 through 3,

1. N47°00'42"W, a distance of 435.58 feet to a ½" Iron rod found for an easterly corner of the herein described tract,
2. S42°31'39"W, a distance of 551.97 feet to a ½" Iron rod found for an easterly corner of the herein described tract,
3. S41°52'05"W, a distance of 439.23 feet to a ½" Iron rod found for a southeasterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of F.M. Highway 812 (100' R.O.W.)

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said F.M. Highway 812, the following four (4) courses and distances numbered 1 through 4,

1. N48°48'02"W, a distance of 196.73 feet to a concrete monument found for a point of curvature to the right and a southerly corner of the herein described tract,
2. With said curve to the right having a radius of 5679.00 feet, an arc length of 5.10 feet, and whose chord bears N49°09'13"W, a distance of 5.10 feet to a ½" Iron rod set, for the point of curvature to the right and a southerly corner of the herein described tract,
3. With said curve to the right having a radius of 5679.00 feet, an arc length of 194.92 feet, and whose chord bears N40°08'41"W, a distance of 194.91 feet to a concrete monument found for a southerly corner of the herein described tract,
4. N46°55'26"W, a distance of 3.72 feet to a ½" Iron rod set for a southerly corner of the herein described tract, common to the southeast corner of Lot 10 of the said Elroy Estates Subdivision, a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of said F.M. Highway 812,

THENCE, leaving the said westerly right-of-way line of F.M. Highway 812, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Lot 10, the following three (3) courses and distances numbered 1 through 3,

1. N42°16'18"E, a distance of 441.05 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
2. N47°47'17"W, a distance of 199.84 feet to a ½" Iron rod found for a southerly corner of the herein described tract,

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3. S42°08'07"W, a distance of 438.05 feet to a ½" Iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of said F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the north right-of-way line of said F.M. Highway 812, N47°28'04"W, a distance of 60.42 feet to a ½" Iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the southeast corner of Lot 12 of the said Elroy Estates Subdivision,

THENCE, leaving the said northerly right-of-way line of F.M. Highway 812 and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following four (4) courses and distances numbered 1 through 4,

1. N42°10'31"E, a distance of 250.03 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
2. N47°04'51"W, a distance of 374.26 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
3. N42°32'28"E, a distance of 182.69 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
4. N47°57'02"W, a distance of 856.17 feet to a ½" Iron rod set for a southerly corner of the herein described tract, common to the northwest corner of Lot 18 of the said Elroy Estates Subdivision, Lot 1, S. Laws Addition, a subdivision recorded in Book 82, Pg. 390, in the Plat Records of Travis County, Texas, the southwest corner of a tract conveyed to Travis County WCID # 17 recorded in Vol. 1915, Pg. 68, in the Deed Records of Travis County, Texas, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Travis County WCID # 17 tract, the following three (3) courses and distances numbered 1 through 3,

1. N28°14'02"E, a distance of 151.10 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
2. N61°59'27"W, a distance of 150.55 feet to a ½" Iron rod found for a southerly corner of the herein described tract,
3. S28°19'34"W, a distance of 74.95 feet to a ½" Iron rod found for a southerly corner of the herein described tract, common to the northeast corner of Lot 2 of the said S. Laws Addition, a point in the west line of said Travis County #17 tract, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the said S. Laws Addition, N61°51'18"W, a distance of 339.49 feet to a ½" Iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, the northwest corner of Lot 3 of the said S. Laws Addition, and in the east right-of-way line of Piland Triangle (50' R.O.W.),

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Piland Triangle, the following two (2) courses and distances numbered 1 and 2,

1. N28°47'01"E, a distance of 680.00 feet to a 60D nail set in an 8" mesquite tree for a southerly corner of the herein described tract,
2. N29°54'15"W, a distance of 32.55 feet to a fence post found for a southerly corner of the herein described tract, common to a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said Piland Triangle,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of said Piland Triangle, the following five (5) courses and distances numbered 1 through 5,

1. N62°49'49"W, a distance of 305.60 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
2. N63°37'30"W, a distance of 353.13 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
3. N62°38'37"W, a distance of 428.27 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
4. N61°51'36"W, a distance of 327.11 feet to a ½" Iron rod set for a southerly corner of the herein described tract,
5. N60°36'16"W, a distance of 340.85 feet to a ½" Iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said FM 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of said FM 812, the following two (2) courses and distances numbered 1 and 2,

1. N61°00'18"W, a distance of 75.36 feet to a concrete monument found for a southerly corner of the herein described tract,
2. N62°27'58"W, a distance of 1464.39 feet to a 1/2" Iron rod set for the southwesterly corner of the herein described tract, common to the southeasterly corner of a 29.48 acre tract conveyed to Revelle Real Estate, LP., recorded in Document Number 2006020233, the southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and said 29.48 acre tract, N27°17'06"E, a distance of 1673.66 feet to a 1/2" Iron rod set for a westerly corner of the herein described tract, common to a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 29.48 acre tract, the following three (3) courses and distances numbered 1 through 3,

1. N26°56'54"E, a distance of 147.63 feet to a 60D found for an Interior ell corner of the herein described tract,
2. N64°16'47"W, a distance of 226.68 feet to a 1/2" Iron rod found for a southerly corner of the herein described tract,
3. N64°30'52"W, a distance of 402.60 feet to a 1/2" Iron rod found for a southerly corner of the herein described tract, common to the northwesterly corner of said 29.48 acre tract, the northeasterly corner of a 27.85 acre tract conveyed to Tim and Karol Reinhardt, recorded in Volume 7863, Page 468, of the Official Public Records of Travis County, Texas, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 27.85 acre tract, N64°03'18"W, a distance of 786.94 feet to a 1/2" Iron rod found for a southwesterly corner of the herein described tract, common to the southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, a northwesterly corner of said 27.85 acre tract and an easterly corner of a 13.96 acre tract conveyed to Ralph Reinhardt recorded in Volume 7388, Page 98, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 13.96 acre tract, N27°03'46"E, a distance of 1655.78 feet to a 3/4" Iron rod found for a westerly corner of the herein described tract, common to a northeasterly corner of said 13.96 acre tract, and a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, in the south line of McAngus Road (70' R.O.W.)

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, S62°25'27"E, a distance of 223.44 feet to a capped Iron rod found for a Interior ell corner of the herein described tract, common to a Interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, S18°44'47"E, a distance of 62.72 feet to a 1/2" Iron rod set for a Interior ell corner of the herein described tract, common to a Interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and in the south line of a 40' wide lane, also the south line of a 20' wide strip of land conveyed to Travis County, recorded in Volume 180, Page 422 of the Travis County Deed Records,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, said 40' lane and said 20' wide strip, the following two (2) courses and distances numbered 1 and 2,

1. S63°05'34"E, a distance of 1118.33 feet to a 1/2" capped Iron rod found for an Interior ell corner of the herein described tract,
2. S61°49'54"E, a distance of 21.60 feet to a capped Iron rod found for an Interior ell corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

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THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said 40' lane, the following two (2) courses and distances numbered 1 and 2,

1. N26°25'19"E, a distance of 41.57 feet to a capped Iron rod found for an Interior ell corner of the herein described tract,
2. N62°36'14"W, a distance of 1109.37 feet to a 1/2" Iron rod found for a southwesterly corner of the herein described tract, common to a southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and in the east right-of-way of said McAngus Road

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said McAngus Road, the following two (2) courses and distances numbered 1 and 2,

1. N28°03'40"E, a distance of 1799.29 feet to a capped Iron rod found for a westerly corner of the herein described tract,
2. N28°04'35"E, a distance of 946.76 feet to a concrete nail set for a northwesterly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and a southwesterly corner of a tract conveyed to Elroy Farm, LLC., recorded in Document Number 2008187350 of the Official Public Records of Travis County, Texas, in the east right-of-way line of said McAngus Road,

THENCE, leaving east right-of-way of said McAngus Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said Elroy Farm tract, the following two (2) courses and distances numbered 1 and 2,

1. S62°28'09"E, a distance of 1825.63 feet to a 1/2" Iron rod found for a northerly corner of the herein described tract,
2. S62°34'42"E, a distance of 850.71 feet to a 3" pipe post found for a northerly corner of the herein described tract, common to a southeasterly corner of said Elroy Farm tract, the southwest corner of a 9.04 acre tract conveyed to Matthew and Rebekah Collins, recorded in Document Number 2001054546 of the Official Public Records of Travis County, Texas, and in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, S63°09'43"E, a distance of 2678.34 feet to a 1/2" Iron rod found for a northerly corner of the herein described tract, common to a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southeasterly corner of Lot 4, Elroy Acres, a subdivision recorded in Book 76, Page 398 of the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said Elroy Acres tract, N27°15'44"E, a distance of 337.43 feet to a 3/4" Iron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 10.035 acre tract conveyed to Dale and Judy Murrow, recorded in Volume 12916, Page 521 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 10.035 acre tract, S62°03'00"E, a distance of 296.84 feet to a 5/8" Iron rod found for a northerly corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, a southeasterly corner of said 10.035 acre tract and a southwesterly corner of a 10.062 acre tract conveyed to Abacu Perez, recorded in Document Number 2010038038 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said Circuit of the Americas tract, and said 10.035 acre tract, N27°17'54"E, a distance of 1477.27 feet to an Iron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said Circuit of the Americas tract, and a northeasterly corner of said 10.035 acre tract, and in the south right-of-way line of said Elroy Road, from which a 1/2" Iron rod found in the south right-of-way line of said Elroy Road for the northeast corner of said Murrow tract bears N63°01'03"W, a distance of 296.07 feet,

THENCE, with the common boundary line of said Circuit of the Americas tract, and south right-of-way line of said Elroy road, S63°05'41"E, a distance of 295.70 feet to a 1/2" capped Iron rod found for a northerly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5,

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ALTA SURVEY

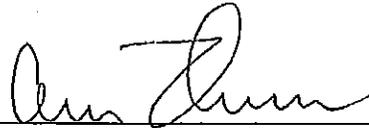
THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, and south right-of-way line of said Elroy road, S62°59'06"E, a distance of 440.00 feet to a 1/2" Iron rod set for a northeasterly corner of the herein described tract, common to the northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5 and the northwest corner of Odella Terrace, a subdivision recorded in Volume 84, Page 21b of the Plat Records of Travis County, Texas, in the south right-of-way line of said Elroy road from which a 1/2" Iron rod found in the south right-of-way line of said Elroy Road, for the northwest corner of lot 5 and the northeast corner of lot 4 of said Odella Terrace bears S63°01'03"E, a distance of 439.03 feet,

THENCE, leaving said southerly right-of-way line of Elroy Road and with the boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, S27°17'00"W, a distance of 1488.63 feet to a 1/2" Iron rod found for the southeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 21.929 acre tract conveyed to Sterling and Olive Hobbs, recorded in Volume 11735, Page 728 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 21.929 acre Hobbs tract, S61°58'43"E, a distance of 1320.82 feet to a 1/4" square pipe found in the south boundary line of said 21.929 acre tract common to a point in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and the southwest corner of a 29.758 acre tract conveyed to Thomas and Vickie Lincoln in Document Number 2002142611 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 29.758 acre Lincoln tract, S62°30'38"E, a distance of 854.90 feet to the POINT OF BEGINNING of the herein described tract, and containing 1036.462 acres of land.

Surveyed by:



AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Briggance and Doering, Inc.
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Austin, TX 78749
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aaron@cbdeng.com



BBARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83,

Item 7

Event Dates and Times

Date of Event: November 3, 2012

Event Time: 5am – 5pm

Item 8

Maximum Attendance Allowed

Promoter anticipates reaching a maximum attendance of 10,000 persons over the course of the day's event. Maximum number of attendees will be controlled by the requirement that all persons entering the venue requires must present an event ticket or advance registration confirmation for admittance or participation.

Item 9

Name and Address of the Performer and Agent

No performers have been identified for this event at this time. COTA anticipates that local musicians may perform at the event but no such musicians have been identified.

Item 10

Description of Agreement Between Promoter and the Performer

Description:

Circuit of the Americas, LLC and RunTex and Paul Carrozza have an agreement for RunTex and Paul Carrozza to rent the Circuit of the Americas facility for a 5K marathon racing event with selected local/regional entertainment. The race will be held on the Circuit of the Americas track and the paddock area, main grandstand, and parking lots may be used if such facilities have passed final inspections and are occupiable.

Item 11

Sanitation and Health Standards

LEGEND

Food Service and Sanitation Plan

BEV - Beverage Cart (blue)
BCRT - Bar Cart (magenta)
BTNT - Bar Tent (magenta)
TPV - Third Party Vendor (green)
POP - Pop Up Stand (orange)
KIO - Kiosk (orange)
GRLL - Grill cart (orange)
EMP - Employee Break Tent
FA - First Aid
TSH - Trash Compactors
GRS - Grandstands
TENT - Hospitality Tent or other related structure
ENT - Entrance Structure
GST - Guest Services
COW - AT&T COW
PREP - SODEXO Food Prep
TRK - Food Truck

2nd TIER EVENTS (60,000 and FEWER PARTICIPANTS) FOOD SAFETY

QUESTIONS FOR MASS GATHERING

Personnel:

1. Will there be a team specifically assigned to food safety?
-Food Safety team will consist of account management, as well as corporate regional support
 - a. Team leader dedicated to Food/Water Issues only? Location will have safety and sanitation leaders in locations to oversee all food production and planning as well as to assist during inspections and walk-thrus.
 - b. Personnel to assist with surveys to ensure food safety at the food service areas?
-Members of unit management team to conduct a minimum of one monthly Sodexo Food Safety Audit, and one annual Sodexo Comprehensive Food Safety Audit, additionally one annual unannounced Independent Food Safety Audit will be conducted by NSF International. During the event, a dedicated Safety and sanitation leader will be available to walk thru during inspections.
 - c. Dedicated Security – Sodexo Food Security Program and Actions for Emergency Guidelines to be implemented by unit management
2. Personnel Training
 - a. CFM for Team Leader? - Team Leaders/Food Managers will be certified through the National Restaurant Association's accredited ServSafe Program within ninety days of hire and every three years, thereafter. Per the Austin/Travis County Health and Human Services Department, food manager certification is not required in unincorporated areas of Travis County.
 - b. Food Handler Training for personnel assisting? - Sodexo food handler training will be required of all food handlers upon hire, and a minimum of once per year thereafter. Topics will include but are not limited to: personal hygiene, HACCP system, thermometer usage, cooking, cooling, reheating, hot and cold holding. Per the Austin/Travis County Health and Human Services Department, food manager certification is not required in unincorporated areas of Travis County.

Food Safety

1. Who will be the vendors? How many? Operating Hours?
 - a. SODEXO – quantity and operating hours will vary by day based on schedule of events and points of sales ratios on ticket sales.
 - b. Outside vendors – quantity and operating hours will vary by day based on schedule of events and points of sales ratios on ticket sales.

- i. Background checks – These will be completed as a business proposal and plans and contract review upon contracting as an approved subcontractor.
- ii. Food handler training – All subcontractors will be required by contract to have the proper and complete Food handler training as required by the County and State.

-All food suppliers, including producers, manufacturers and distributors, must provide proof that they have a proactive food safety and food security program in place which meets or exceeds Sodexo Product Quality Assurance requirements. Food safety and food security programs should address each of the following technical topics (see below for more details):

Regulatory Compliance

Food Safety Programs (HACCP, GMP's, GAP's, Training)

Sanitation Programs (SSOP's)

Building and Facilities

Pest and Rodent Control

Plant and personnel practices

Receiving, Storage and Distribution

Processing Standards

Packaging and Labeling

Food Security/ Defense

Recall, Withdrawal and Stock Recovery

2. Will set-up diagrams be available? - Yes
 - a. Food flow from source to vendors – plans will be completed and available for review upon completion on the construction of the facility and finalization of traffic patterns for travel based on event(s). Will potentially vary by day based on customer traffic patterns and operating areas by schedule of events.
 - b. Temporary Food Booths – all temporary locations will apply for and be subject to temporary food licenses regulations for each event.
 - i. Ground cover – ground cover will be provided by each location and will vary based on location of booth(s). Some locations will be placed on concrete concourses where other locations will require a more temporary flooring to cover natural ground cover.
 - ii. Handwashing stations – will be provided at each location as required by temporary food service license permits.
 - iii. Food protection and Storage – all storage will be in NSF approved containers and subject to regulations as required by temporary food service license permits.

3. Will food trailers be available? – yes a planned layout to include the below (a) items will be presented upon completion of the construction and defined areas of customer traffic patterns by event.
- a. Refrigeration, bulk storage, RTE, Prepared foods, freezers
 - b. Responsible person to regulate and ensure proper storage (CFM, FH) – All location managers to have ServeSafe certification and Certified Food Manager certifications. All hourly team members to have Food Handler certifications.
 - c. Schedule for entry times? (minimize opening times to stop temp flux) – warehouse personnel to monitor times of access to refrigerated storage areas.
 - d. Security
 - i. Alarms if out-of-range – Currently not an industry requirement or common practice, but remote monitoring can be provided as needed.
 - ii. Patrols to check temp gauges – Assigned to both monitor temperature gauges and document on appropriate HACCP record
 - e. Temperature logs – Sodexo HACCP temperature logs will be implemented for all cooler and freezer storage units, with a minimum of one documented recording per day.
 - f. How are vendors getting food from trailer to booth? - plans will be completed and available for review upon completion on the construction of the facility and finalization of traffic patterns for travel based on event(s). Will potentially vary by day based on customer traffic patterns and operating areas by schedule of events.
4. Food products being served? – items to be determined by contracted subcontractors and foodservice stand facility layouts. All food products being served to be approved thru temporary food service license applications.
- a. Minimal prep if TFS? - The Sodexo policy for preparation of TCS foods (temperature controlled for safety) in a non-refrigerated environment is 40 minutes or less.
 - b. Use TPHC or Temp logs - Sodexo HACCP temperature logs will be implemented for all hot holding, cold holding, cooking, cooling and reheating activities
 - c. Food flow diagrams? - plans will be completed and available for review upon completion on the construction of the facility and finalization of traffic patterns for travel based on event(s). Will potentially vary by day based on customer traffic patterns and operating areas by schedule of events.
 - d. Source and storage? - all storage will be in NSF approved containers and subject to regulations as required by temporary food service license permits.

- e. RTE, High-risk (sushi)? – any service of RTE or high risk items will be applicable to all regulations and requirements thru temporary food service license applications.
- 5. Weather and other Contingencies – Events will proceed dependent upon weather conditions and event safety management review. Any emergency conditions such as hail, tornado activity, lightening that would require possible evacuation / closure of specific areas will be subject to approved emergency action plans completed in conjunction with COTA facility management.
 - a. Rain
 - b. High Winds
 - c. Flies, Gnats – location pest control program will be in placed with monthly pest control inspections for facility and proper preventive maintenance measures prescribed and followed as facilitated.

WATER/WASTE

- 1. Source?
 - a. Backflow prevention devices- All construction plans indicate backflow prevention devices.
 - b. Food-grade hoses- Any need for hoses for water source will be purchased as food grade hoses.
- 2. Flow diagrams
 - a. Storage
 - b. Removal
 - c. Fresh water resupply
- 3. Oil removal (fryers)- Oil removal and reclamation will be provided by a certified contractor such as MoPac.
- 4. Separating grey water from "grease" water- All pumping and waste disposal will be coordinated with COTA waste removal and grey water removal contractor.

SANITATION- COTA to SUPPLY INFORMATION ON TOPICS BELOW

- 1. Toilet facilities-
 - a. port-a-johns
 - i. Number?
 - ii. Locations
 - iii. Contractor
 - iv. Handwashing stations
 - 1. Resupply of water/soap
 - 2. Removal of wastewater

- v. Cleaning and removal of human waste
- b. Stationary
 - i. Number?
 - ii. Sewage Capabilities
 - 1. City
 - 2. Septic capabilities
- c. Garbage, refuse, litter
 - i. Number of containers?
 - ii. Litter Patrols?
 - iii. Pick-up times
 - iv. Public vs. Food vendors
 - v. Recycle?

Sodexo is prepared to meet in the upcoming months to further demonstrate our planning and operational execution of the event. Sodexo is proud to operate over 9000 locations in North America and our commitment to food safety and public health safety is demonstrated in all of our operations.

HACCP/FOOD SAFETY PROGRAM

Food safety is extremely important to our company. Our customers and clients trust us to set high standards, and we cannot allow that trust to be shaken by the occurrence of even one foodborne illness incident. We have always tried to be one step ahead when it comes to quality and food safety, and that is why our company's Hazard Analysis Critical Control Point (HACCP) program is so important.

I am asking for everyone's support and compliance with the HACCP program. If you and all of your employees consistently follow our company's food safety standards and HACCP recordkeeping requirements, Sodexo will have the highest quality and safest food service in our industry.

Thank you for your commitment.

Sincerely,

George Chavel

President & CEO

9801 Washingtonian Blvd., Gallersburg, MD 20878

www.sodexo.com

HACCP/FOOD SAFETY PROGRAM

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I. INTRODUCTION

A. HACCP PROGRAM FOR THE FOOD SERVICE INDUSTRY

HACCP (Hazard Analysis Critical Control Point) is a concept first used by Pillsbury Company to ensure the safety of food prepared for astronauts in the NASA space program. Many U.S. and Canadian health departments have begun to incorporate HACCP in their inspections. Sodexo has developed a HACCP program that addresses the specific needs of our company. This program complies with the U.S. Food & Drug Administration (FDA) Food Code.

HACCP is a comprehensive food safety and self-inspection system that goes beyond routine inspections of equipment and appearance and helps uncover and solve dangerous defects in food handling.

HACCP looks at the **flow of potentially hazardous foods** -- the path that food travels throughout the food service operation. We must follow this path from recipe development through delivery of products, storage, preparation, holding or displaying, serving, cooling and storing leftovers for the following day, and reheating

foods. Each step of the way poses the risk of contamination due to mishandling.

The major factors in mishandling food are:

- incorrect food storage, leading to cross-contamination;
- inadequate temperature control;
- preparing food several hours before a meal and leaving it unprotected;
- inadequate handwashing procedures;
- not using disposable gloves or sanitized utensils for handling ready-to-eat

PURPOSE: The Company is committed to providing safe food and service to its customers and clients. This Company policy is to ensure compliance with the company's Hazard Analysis Critical Control Points ("HACCP") and Food Safety Program, and to protect the Company's reputation as the premier provider of high quality and safe food and service.

SCOPE: All managers and employees in food handling positions. This policy is subject to all terms and conditions of the Company Policy Manual.

POLICY: HACCP / Food Safety Program All food service managers and supervisors must know, implement and follow the food safety policies, procedures and guidelines contained in the Company's HACCP / Food Safety Program Manual. This includes keeping accurate and complete HACCP records, as detailed in the Manual. Managers and supervisors must be familiar with the company's food safety resources, including the SodexoNet Food Safety page and the Quality Assurance & Food Safety support team. Managers must comply with all food safety updates and directives communicated by the Company and posted on the Food Safety page.

Food Safety Training and Certification

Managers, dietitians and supervisors must be trained and certified in safe food handling according to the *Food Safety Certification Requirements* policy. Recertification is required every three years. Managers are responsible for training new and current employees in the fundamentals of HACCP and all aspects of food safety, as described in the company's *Sodexo Food Safety Training Requirements for Frontline Employees* policy.

GENERAL POLICIES CP-130 POLICY ON FOOD SAFETY CP 130 GENERAL POLICIES
PAGE 2 OF 4 CONFIDENTIAL AND PROPRIETARY TO SODEXO

Food Safety Audits

Managers must conduct a monthly food safety audit of all foodservice facilities. In addition, a comprehensive food safety self-inspection must be conducted annually, and also within thirty days of opening a new operation, and after a change of general manager or foodservice director in the operation. The Company uses an independent, third-party food safety auditing company to measure compliance with the company's food safety program. Managers must comply with the established auditing protocol and provide access to HACCP and food safety training records, as requested.

**FOOD SAFETY STANDARDS AND REQUIREMENTS KNOW YOUR STATE, PROVINCIAL
AND / OR LOCAL
HEALTH DEPARTMENT REGULATIONS!**

Where a State or Provincial and / or local Health Department regulation is more stringent than our company standard, you are required by law to follow these regulations.

The following outline contains all of the topics and policies of Sodexo foodservice operations.

- **II. The HACCP System**
- **III. Critical Control Points**
- **IV. Food Safety Requirements**
- **V. Documentation Forms**
 - CCP Daily Temp. Log - U.S.
 - CCP Daily Temp. Log - CANADA (English)
 - Cooking Raw Food Log - U.S.
 - Cooking Raw Food Log - CANADA
 - Roast Meat Chart - U.S.
 - Roast Meat Chart -- CANADA
 - Taste Panel Chart
 - Cooling & Reheating Chart
 - Refrig. Log - Monthly
 - Refrig. Log - Mult. Loc.
 - Freezer Log - Monthly
 - Freezer Log - Mult. Loc.
 - Handw. & Glove Compl. Log
 - Sanitizer Solution Log -- U.S.
 - Sanitizer Solution Log -- Canada
 - Dishwashing Machine Log

Part II. Policies & Resources

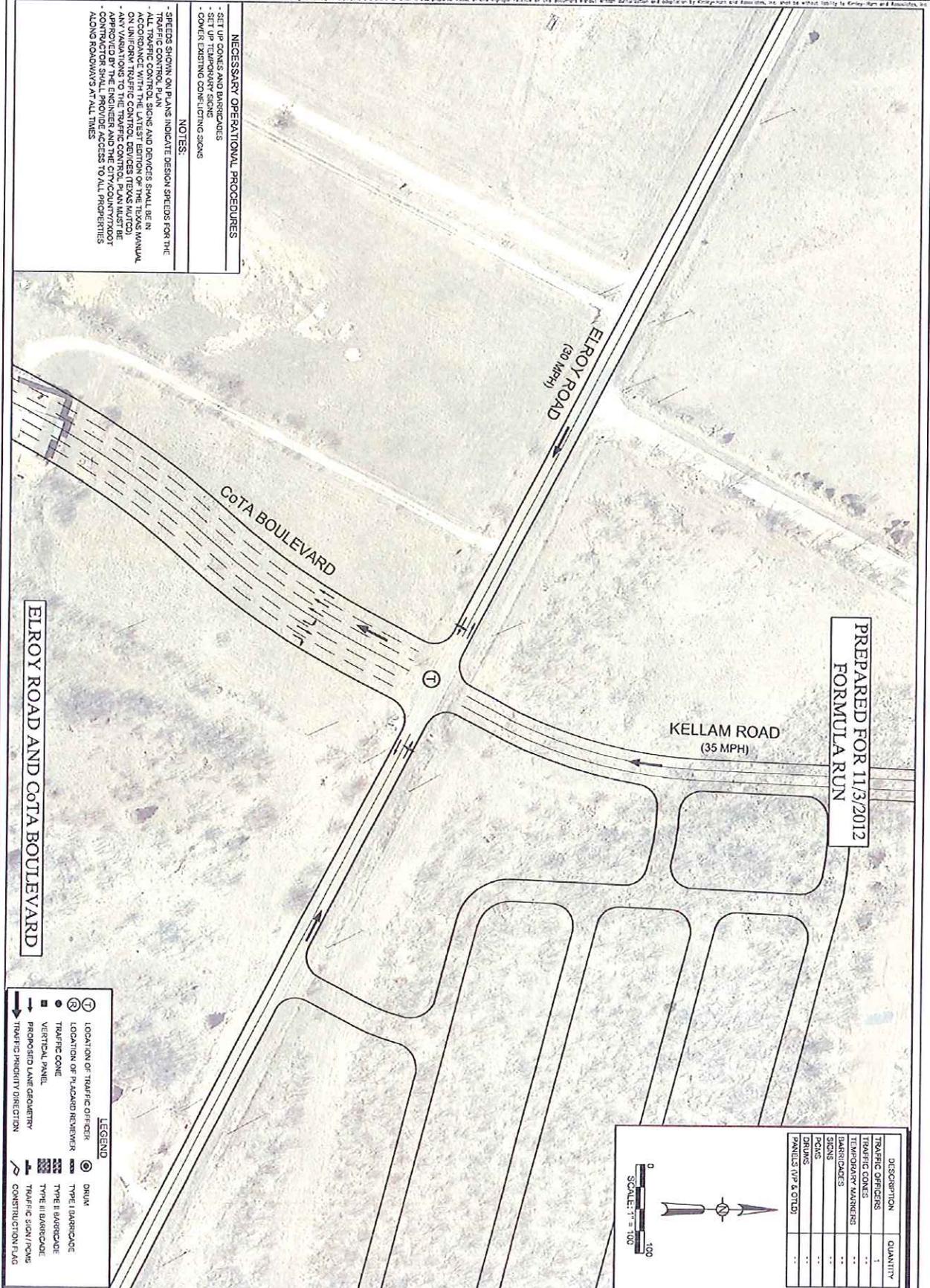
- **I. Introduction**
- **II. Food Safety Audit**
 - Food Safety Audit - US (English)
 - Food Safety Audit - CANADA (English)
- **III. Food Safety Walk Through**
- **IV. Compreh. Self-Inspection**
- **V. Food Safety Policies**

- Ground Beef Policy
- Egg Policy
- Safe Handling of Melon
- Product Labeling & Dating Guide -- U.S.
- Food & Bev. Supplied by Customers
- Clean Plate Alert
- Handwashing Policy
- Empl. Health Notification
- Food Safety Certification Requirements
- Employee Training Req.
- Manager's Guide: New Employee Food Safety Training
- **VI. Food Safety Guidelines**
 - MSG - What You Should Know
 - Food Allergies or Sensitivity
 - Safe Outdoor Service
 - Cookouts (by Customers)
 - Home Meal Replacement
 - Food Donation Program
 - Sushi / Sashimi Procedures
 - CVP Fresh Chicken Procedures
 - Fresh Fruits & Veg. Procedures
 - Think Food Safety
 - Foreign Objects in Food
 - Unpast. Apple Juice Products
 - Raw Sprouts Advisory
 - Can Defects Poster
- **VII. Sanitation**
 - Sanitation Self-Inspection Guide
 - Facilities & Equipment Cleaning Guide
- **VIII. Questions & Answers**
 - HACCP & Food Safety Questions
- **IX. Food Complaint Reporting Procedures**
 - Food Complaint Reporting Guidelines
 - Hepatitis Facts
 - Food Sampling Guidelines
 - Form - Food Complaint Report
 - Form - Hepatitis Questionnaire

Item 12

Traffic Control

The proposed Traffic Management Plan is attached.



NECESSARY OPERATIONAL PROCEDURES

- SET UP CONES AND BARRICADES
- SET UP TEMPORARY SIGNS
- COVER EXISTING CONFLICTING SIGNS

NOTES:

- SHEETS SIGNING PLAN INDICATE DESIGN SPEEDS FOR THE TRAFFIC CONTROL PLAN
- ALL TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
- ALL TRAFFIC CONTROL PLANS MUST BE APPROVED BY THE TRAFFIC CONTROL DIVISION
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL PROPERTIES ALONG ROADWAYS AT ALL TIMES

PREPARED FOR 11/3/2012
FORMULA RUN

ELROY ROAD AND COTA BOULEVARD

LEGEND

	LOCATION OF TRAFFIC OFFICER		DRUM
	LOCATION OF PLACED BARRICADE		TYPE I BARRICADE
	TRAFFIC CONE		TYPE II BARRICADE
	VERTICAL PANEL		TRAFFIC SIGN / CONE
	PROPOSED LANE GEOMETRY		CONSTRUCTION FLAG
	TRAFFIC PRIORITY DIRECTION		

DESCRIPTION	QUANTITY
TRAFFIC OFFICERS	1
TRAFFIC CONES	**
TEMPORARY WARNERS	**
BARRICADES	**
SIGNS	**
DRUMS	**
PANELS (VP & OTUS)	**

PRE-EVENT
TRAFFIC CONTROL PLAN
PREPARED FOR
CIRCUIT OF THE AMERICAS
AUSTIN TEXAS

ELROY ROAD
&
CoTA
BOULEVARD

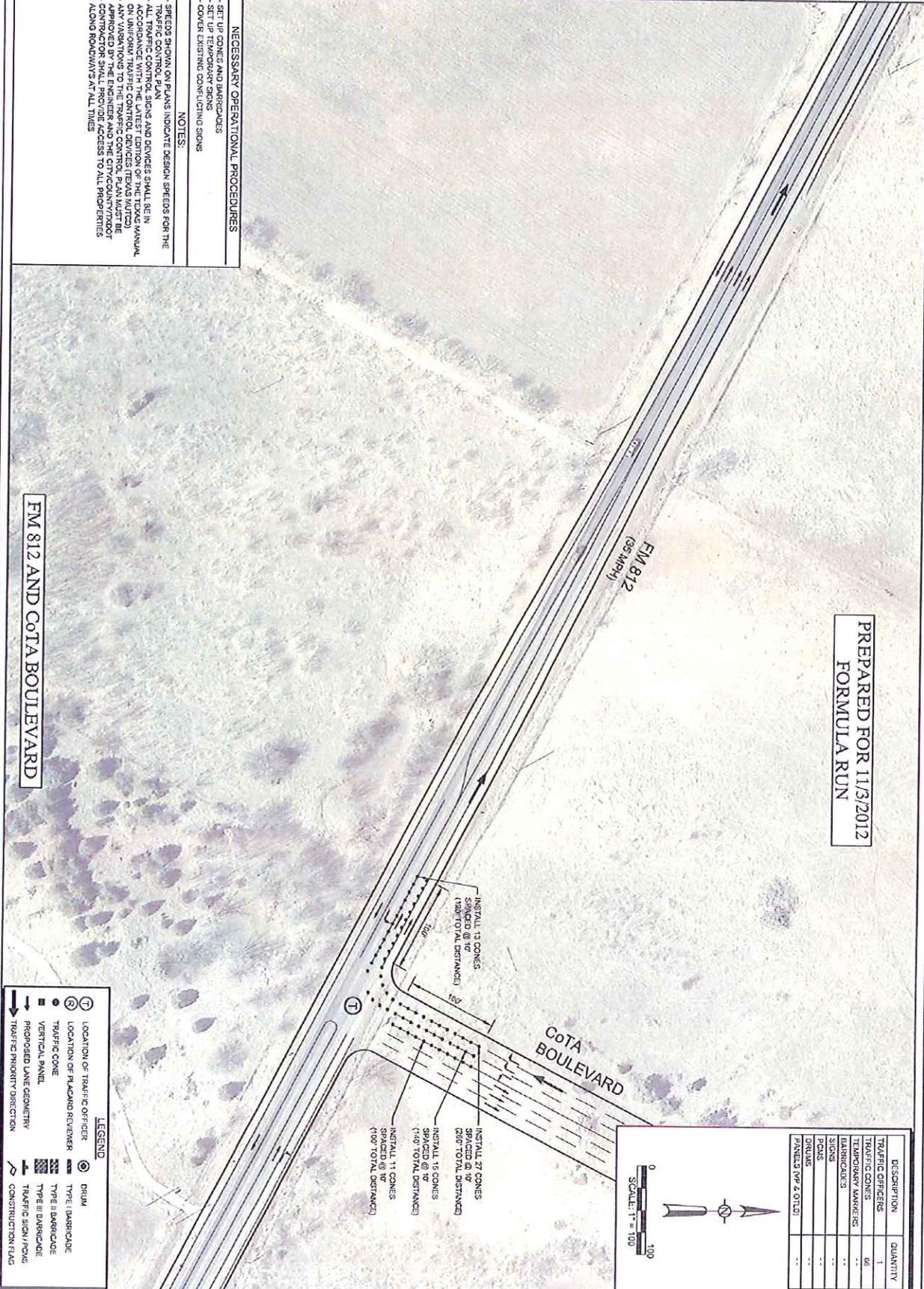
MHA PROJECT
052229100
DATE
OCTOBER 2012
SCALE AS SHOWN
DESIGNED BY AWIN
DRAWN BY SCB
CHECKED BY AWIN



Kinley-Horn and Associates, Inc.
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WWW.KINLEY-HORN.COM TX P-320

NO.	REVISIONS	DATE	BY

PRE-FR2
SHEET NUMBER



NECESSARY OPERATIONAL PROCEDURES

- SET UP CONES AND BARRICADES
- SET UP TEMPORARY SIGNS
- COVER EXISTING CONFLICTING SIGNS

NOTES:

- SPEEDS SHOWN ON PLANS INDICATE DESIGN SPEEDS FOR THE TRAFFIC CONTROL PLAN
- ALL TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON TRAFFIC CONTROL DEVICES
- ANY VARIATIONS TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE ENGINEER AND THE CITY/COUNTY/TXDOT CONTRACTOR SHALL PROVIDE ACCESS TO ALL PROPERTIES ALONG ROADWAYS AT ALL TIMES

PREPARED FOR 11/3/2012
FORMULA RUN

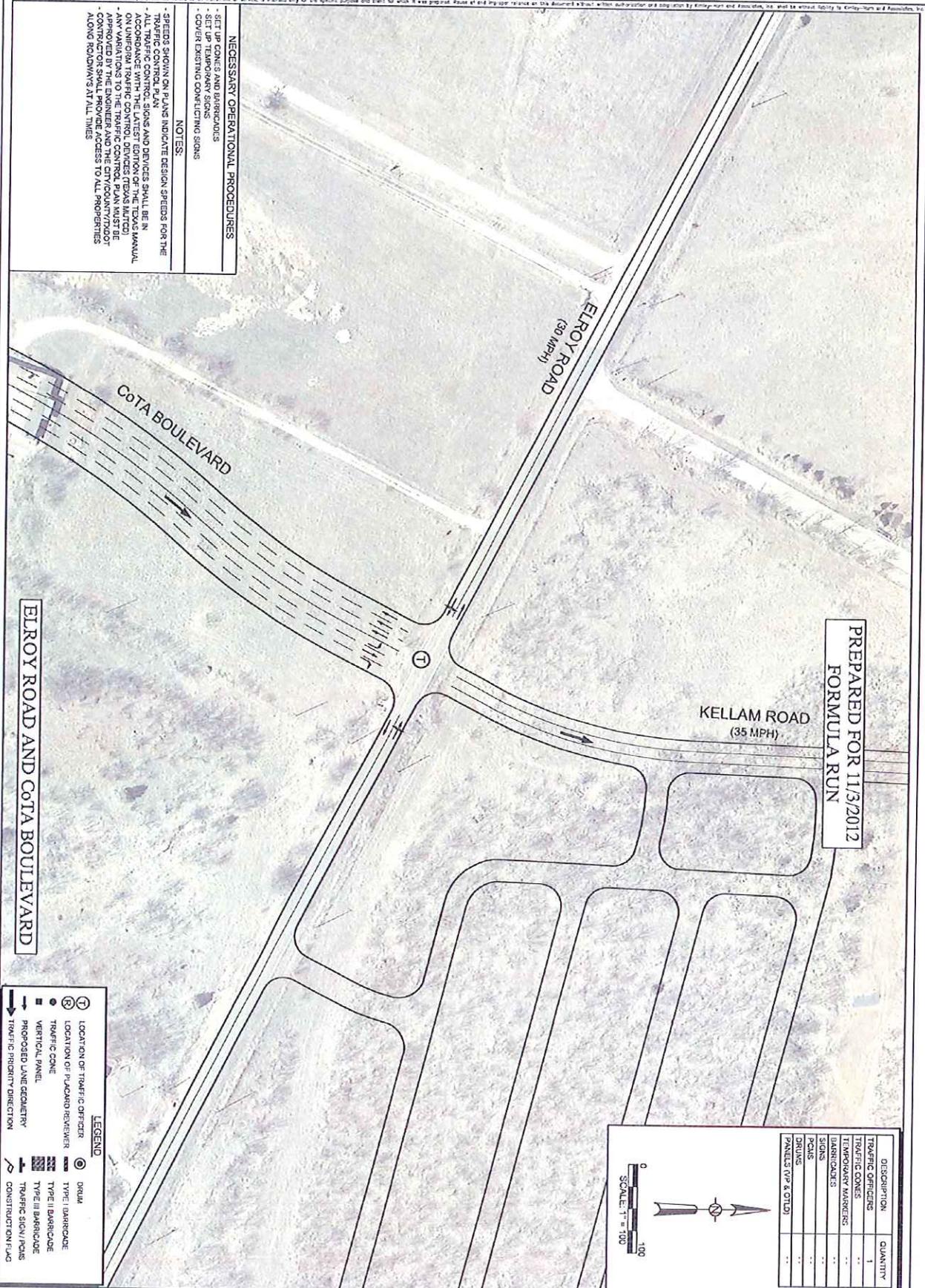
FM 812 AND CoTA BOULEVARD

LEGEND

(T)	LOCATION OF TRAFFIC OFFICER	(D)	DRUM
(C)	LOCATION OF PLACING REVIEWER	(B)	TYPE I BARRICADE
(V)	TRAFFIC CONE	(S)	TYPE II BARRICADE
(P)	VERTICAL PANEL	(A)	TYPE III BARRICADE
(D)	PROPOSED LANE GEOMETRY	(S)	TRAFFIC SIGN/FLAG
(A)	TRAFFIC PRIORITY DIRECTION	(F)	CONSTRUCTION FLAG

DESCRIPTION	QUANTITY
TRAFFIC OFFICERS	1
TRAFFIC CONES	51
TRAFFIC BARRICADES	11
VERTICAL PANELS	11
SIGNS	11
CONES	11
DRUMS	1
PANELS (W/ 2 012)	11

SCALE: 1" = 100'



NECESSARY OPERATIONAL PROCEDURES

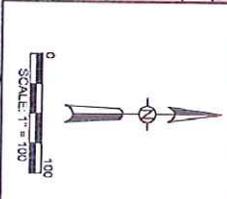
SIT UP CONES AND BARRICADES
 COVER EXISTING CONFLICTING SIGNS

NOTES:

SPEEDS SHOWN ON PLANS INDICATE DESIGN SPEEDS FOR THE TRAFFIC CONTROL PLAN.
 ALL TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUD) AND ANY VARIATIONS TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE ENGINEER AND THE CITY/COUNTY/TRACTOR CONTRACTOR SHALL PROVIDE ACCESS TO ALL PROPERTIES ALONG HIGHWAYS IN ALL TIMES.

PREPARED FOR 11/3/2012
 FORMULA RUN

DESCRIPTION	QUANTITY
TRAFFIC OFFICERS	1
TRAFFIC CONES	..
TEMPORARY BARRICADES	..
WARNING SIGNS	..
CONES	..
DRUMS	..
PANELS (V & Q1UD)	..



LEGEND

(T)	LOCATION OF TRAFFIC OFFICER	(D)	DRUM
(C)	LOCATION OF PLACING REFLECTOR	(B)	TYPE I BARRICADE
(V)	TRAFFIC CONE	(S)	TYPE II BARRICADE
(P)	PROPOSED LANE CLOSURE	(T)	TRAFFIC SIGN / PANELS
(A)	TRAFFIC PRIORITY DIRECTION	(F)	CONSTRUCTION FLAG

POST-ER2 SHEET NUMBER AUSTIN TEXAS	POST-EVENT TRAFFIC CONTROL PLAN PREPARED FOR CIRCUIT OF THE AMERICAS	ELROY ROAD & CoTA BOULEVARD	KHA PROJECT 059229100		Kimley-Horn and Associates, Inc. 12750 MENT DRIVE, SUITE 1000, DALLAS, TX 75250 PHONE: 972-770-1300 FAX: 972-230-3029 WWW.KIMLEY-HORN.COM TX P-928	DATE OCTOBER 2012	No. REVISIONS DATE BY
			SCALE AS SHOWN			DESIGNED BY SCB	

Item 13

Public Safety

- A. EMS Staffing Plan
- B. Security Staffing Plan

Item 13.A:

EMS Staffing Plan



Date _____

Request for Austin-Travis County EMS Standby

1. Name of the event: COTA 5K Run
2. Date of the event: 11/3/2012
3. Location (physical address): _____
4. Standby start time: 07:00 Standby end time: 12:00
5. How many:
 Ambulance X Bike team: _____ Motor unit: X Special Response unit: X Command unit: X
6. Contact name _____ Contact number at the event: _____
7. Event organizer: _____
 Phone number: _____ Fax number: _____
 E-mail: _____
8. Billing Address: _____

 Attn: _____

The fee for standby services is \$75 an hour for each unit, either standard unit, bike team or gator unit, in which you will be billed after the event. An EMS Commander or an additional paramedic is \$35 an hour. In addition, there is a \$100 set up fee to cover the costs of preparing for and dismantling each standby, no matter the duration of the standby. **Any request for more than two units requires the addition of an EMS Commander.**

Standby units can consist of the following:

- Standby ambulance: 2 Paramedics on an ambulance
- Bike Team: 2 bike Paramedics
- Special Response unit: 2 Paramedics on a modified Ranger Polaris or John Deere utility vehicle
- Motor unit: Paramedic on a modified BMW motorcycle
- EMS Commander

Should the date or time change, please notify us in advance. If you have any further questions or concerns please contact EMS Special Events at 512-972-7200 (office) or via e-mail directed to Commander Wes Hopkins at wesley.hopkins@austintexas.gov or Paramedic Juan Hinojosa at juan.hinojosa@austintexas.gov.

Authorized by (Requestor): _____ Date: _____

By submitting this form, the event organizer attests that he/she has the authority to request the standby and assumes financial responsibility should the standby be approved and staffed.

Confirmed by (ATCEMS): _____ Date: _____

Austin-Travis County Emergency Medical Services Special Events Information and Resource Form

Event Name: COTA 5K Run
Event Location:

Event Date: _____	Event Date: _____	Event Date: _____
Start Time: _____	Start Time: _____	Start Time: _____
End Time: _____	End Time: _____	End Time: _____

Organization:	Contact:	
Mailing Address:		
City:	State:	Zip:
Telephone:	Fax:	Mobile/Pager:
Email Address:		

Estimated Attendance:	Day 1: _____	Day 2: _____	Day 3: _____	<input type="checkbox"/> Adult Event Only
Previous Year Attendance:	Day 1: _____	Day 2: _____	Day 3: _____	<input type="checkbox"/> Family Event
<input type="checkbox"/> Festival <input type="checkbox"/> Sporting Event <input type="checkbox"/> Live Entertainment				
<input type="checkbox"/> Primarily Mobile Attendees <input type="checkbox"/> Primarily Seated Attendees				
<input type="checkbox"/> Free Drinking Water <input type="checkbox"/> Alcohol Served				

PRE-ARRANGED EVENT MEDICAL COVERAGE
(PLEASE FILL THIS OUT IF YOU HAVE SECURED COVERAGE PRIOR TO SUBMITTING THE SPECIAL EVENTS AND RESOURCE FORM):

Medical Provider Organization:	
Contact:	
Phone Number:	Email Address:

Fixed Medical Location Mobile Medical First Responders Number of Medical Providers: _____

***If you have any questions, please contact CMDR Hopkins with
A/TCEMS Special Event Services at (512) 972-7200 or (512) 632-2746***

Information below this line will be completed by A/TC EMS

A/TCEMS Assessment: EMS Resources

MANDATORY EVENT REVIEW PER CITY ORDINANCE NO FIRST AID/EMS RESOURCES REQUIRED

EMS NON-TRANSPORT UNITS # _____ TYPE: BIKE TEAM MEDICAL GATOR UNIT

EMS TRANSPORT UNITS # _____

EMS COMMAND UNITS # _____

Predicted Patient Contacts:	Actual Patient Contacts:
Predicted Patient Transports:	Actual Patient Transports:

Event Organizer Contacted Date: _____ Transportation Department Notified

Item 13.B.

Security Staffing Plan

Item 14

Medical and Nursing Care

Medical Staff:

Circuit of the Americas has hired a Director of Medical Services, Dr. Steve Olvey, who oversees medical and nursing operations at the facility. Olvey is currently an associate professor in the Department of Neurological Surgery at the University of Miami and a founding Fellow of the FIA Institute for Motor Sports Safety of the FIA. He was one of the four founding members of the ICMS and is also a member of the American College of Sports Medicine Motor Sports Safety Task Force.

(Olvey has worked with the top physicians in motor sports, including longtime colleague, Indianapolis orthopedic spine surgeon Terry Trammell, M.D. Henry Bock, M.D., a pioneer in emergency medicine, FIA Institute President Sid Watkins, and Hugh Scully, M.D. For 25 years, from 1978 to 2003, Olvey was director of Medical Affairs for the Champ Car series in the US. He is the author of Rapid Response, an autobiography of his career in motor sports medicine.)

First Aid:

First aid locations throughout the site in addition to permanent medical operated by Seton Family of Hospitals.

Emergency Medical Services:

Circuit of the Americas and Austin-Travis County Emergency Medical Services Department have negotiated an Emergency Medical Services Agreement for Austin-Travis County Emergency Medical Services to provide medical care and assistance to the public during the event and shall be the sole provider of ground ambulance patient transport during the event.

Item 15

Supervision of Minors at Event

The event promoter expects that minors will be supervised closely by their parents, guardians or adult escorts while attending the event and while on event grounds.

With regard to liquor sales, all liquor service will be by licensed TABC servers trained to verify legal drinking age and to serve only when identification has been presented.