

THE MCKEEVER GROUP, LLC
589 TILBURY COURT
GRANTSVILLE, UT 84029

January 6, 2016

VIA EMAIL AND FIRST CLASS MAIL

Tooele County Commissioner
Attention: Shawn Milne
47 South Main Street, Suite 300
Tooele, Utah 84074

Re: Letter Agreement for Track Rental and Facilities Lease

Dear Commissioner Milne:

This letter agreement ("Agreement") is between Tooele County, a political subdivision of the State of Utah ("County"), and the McKeever Group, LLC, a Utah limited liability company ("McKeever") with reference to the following:

A. On or about July 21, 2015, Mitime Utah Investments, LLC, a Utah limited liability company ("Mitime") submitted a bid proposal in response to the County's published "Notice of Sale of County-Owned Surplus Property and Invitation to Bid Miller Motorsports Park".

B. After the time period on the bid process was complete, the County and Mitime entered into that certain Memorandum of Understanding dated August 17, 2015 ("MOU") which summarized the terms on which the County proposed to sell the Miller Motorsports Park located at 2901 Sheep Lane, Tooele, Utah ("Park") to Mitime ("Sale").

C. Following the County's acceptance of Mitime's bid proposal, Center Point Management, LLC, a Wyoming limited liability company ("Center Point"), filed suit against the County and Mitime seeking to enjoin the Sale ("Litigation").

D. Under the assumption that the court would ratify the Sale, McKeever and Utah Motorsports Campus, a Utah limited liability company ("UMC"), an affiliate of Mitime, entered into three agreements related to use of the Park: (1) a Garage Lease Agreement, (2) an Office Lease Agreement, and (3) an Event Rental Agreement (collectively "Agreements"). Fully executed copies of the Agreements are attached hereto as Attachments A, B, and C.

E. As of the date of this Agreement, no decision or order has been entered relating to the Litigation, but the court's oral ruling enjoined the Sale. Therefore, the County and McKeever desire to set forth their agreement to rent and lease the Park in accordance with the same terms and conditions as set forth in the Agreements to allow McKeever to operate pending the County's successful sale of the Park.

By signing this Agreement, the County agrees to and hereby does rent, lease and makes the Park available for McKeever's use on terms and conditions contained in the Agreements

January 6, 2016

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(with the County performing the obligations of UMC under the Agreements and McKeever performing its obligations under the Agreements) For clarity, the County will be leasing/renting the Park to McKeever upon the terms and conditions set forth in the Agreements (as if the County and McKeever were the named parties in the Agreements in their respective capacities).

By execution of this Letter Agreement below, each party acknowledges and agrees that this Letter Agreement correctly sets forth the entire agreement between the County and McKeever with respect to the lease, rental and use of the Park.

Sincerely,

MCKEEVER GROUP, LLC

By: 

Print Name: Dan McKeever

Title: manager

Acknowledged and Agreed:

Tooele County, a political subdivision of the State of Utah

By: 

Print Name: Shawn Milne

Title: County Commissioner

Date: 12 January 2016

**THE MCKEEVER GROUP, LLC
589 TILBURY COURT
GRANTSVILLE, UT 84029**

ATTACHMENT A

Garage Lease Agreement
(See Attached)

Utah Motorsports Campus

GARAGE LEASE AGREEMENT

NOTICE: Your stored property may be subject to a claim of lien for unpaid rent and other charges and may be sold to satisfy the lien if the Rent or other charges due remain unpaid for thirty (30) consecutive days.

1. LEASE INFORMATION:

A. Date of Lease: January 1, 2016 to December 31st, 2019

B. Garages and Areas Leased

Garages 801-822

Garages 901-922

Parking Spaces East of Garage 8

Parking Spaces East of Garage 9

Approximately XXX Square Feet West of Garage 9 for Vehicle Storage

C. Security Deposit: \$ 1,000 (Non-refundable until end of lease)

D. Monthly Payment (Per Garage in Building 8)

Year 1: \$429 (January and February at no cost)

Year 2: \$440

Year 3: \$446

Year 4: \$451

E. Monthly Payment (Per Garage in Building 9)

Year 1: \$390 (January and February at no cost)

Year 2: \$400

Year 3: \$405

Year 4: \$410

F. Utilities - \$30 per month per garage bay for Questar Gas

Total Monthly Lease Payment

Year 1: \$18,018

Year 2: \$18,480

Year 3: \$18,711

Year 4: \$18,942

All partial Rent payments will be prorated using a 30 day month. (See Section 6)

F. Primary Occupant's Name: The McKeever Group, LLC Phone: 435-830-8500

Address: 589 Tilbury Ct. City: Grantsville ST: UT Zip: 84029

E-mail: dan.mckeever@fpracingschool.com Cell Phone: 435-830-8500 Fax: _____

Employer: The McKeever Group, LLC Phone: 435-830-8500

City: Same ST: _____ Zip: _____

G. Driver's License #: _____ St: _____ Exp. Date: _____

H. Additional Access Card Holder Names (Max. 3 Additional Per Garage Space)

1st Additional Name: Bryan Detweiler Phone: _____

2nd Additional Name: Brian Smith Phone: _____

3rd Additional Name: Darin Eaton Phone: _____

4th Additional Name: Mike Jenkins Phone: _____

5th Additional Name: Scott Crossley Phone: _____

6th Additional Name: Derrek Phone: _____

7th Additional Name: Andrew Adams Phone: _____

8th Additional Name: Holly Smith Phone: _____

9th Additional Name: Bill Johnson Phone: _____

I. Will usage of the Garage Space be: Commercial X Non-Commercial _____

Important Notice: Owner is not required to refund any Rent payments, nor to cancel this Lease in the event of breach by Occupant, although it may, at its sole discretion, choose to do so if circumstances warrant.

Please provide the name and address of another person in addition to yourself to whom any preliminary lien notice and subsequent notices may be sent. If none, write none and initial.

Name: None Phone: _____

Address: _____

City: _____ ST: _____ Zip: _____

2. **PARTIES AND DATE:** This Lease Agreement ("Lease") is entered into in duplicate, as of the date set forth in Section 1.A above, by and between UTAH MOTORSPORTS CAMPUS, a Utah limited liability company (hereinafter "Owner") and the individual(s) or entity named above ("Occupant"), for the purpose of renting the Garage Space hereinafter defined at Owner's Racetrack facility located at 2901 North Sheep Lane, Tooele, Utah 84074 (hereinafter the "Racetrack") and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

3. **SPACE:** Owner agrees to let, and Occupant agrees to rent those premises at the Racetrack consisting of the Garage Space number which is set forth in Section 1.B above (the "Garage Space"), on the terms and conditions of this Lease. In addition, Owner agrees to let Occupant utilize the roughly 18,000 sq. ft. of open space west of garage building(s) 800 and 900 for vehicle and trailer parking and storage. Occupant will be allowed to utilize space, so long as Owner does not require it for event needs, etc. In the case Owner needs to utilize space, Occupant will be notified at least 15 (fifteen) days in advance.

4. **TERM:** The term of this Lease (the "Term") shall commence as of the date set forth in Section 1.A of this Lease, and shall continue for a period of 4 (four) year(s) ending the last day of December, 2019. This Lease will renew for a period of one (1) year unless Occupant notifies Owner in writing of Occupant's intent to vacate the Garage Space 30 days prior to the expiration of the Lease.

5. **DEPOSIT:** Occupant shall pay in advance a security, cleaning and damage deposit of \$1000 (the "Deposit") to be held by Owner for the faithful performance of the terms of this Lease, and for cleaning and repair of the Garage Space after surrender of the same by Occupant. The Deposit shall be refunded to Occupant within thirty (30) days after Occupant vacates the Garage Space, less all charges for cleaning, repairing, replacement of any missing items, or other amounts due under this Lease when necessary to

compensate Owner for loss or damage caused by the breach of this Lease by Occupant, including any amount necessary to compensate Owner for delinquent Rent owed by Occupant.

6. **RENT:** Rent shall be payable in monthly installments at the rate set forth in Section 1.E above (the "Rent"), on or before the first day of each month. No notice of rent due will be sent. Rent must be paid by credit or debit card kept on file, or by automatic ACH debit from a checking account, or prepaid for the term of the lease. Rent for the first and last month of the Lease term shall be prorated if the Lease Term commences on a day other than the first day of the month. Rent shall be delinquent if not paid monthly by the due date. Rent payment shall be made to Owner at the address set forth in this Lease, or to such other place as Owner may designate in writing, with proper notice. Rent payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Garage Space, and as a condition to taking possession, Occupant shall pay the Rent for the first month. In the event that such payment is not determinable or feasible (e.g. the Garage Space is not tenant metered for natural gas), Owner will assess additional charges for electricity, natural gas, phone (if provided by Owner), cable or satellite television (all at Owner's actual cost, based upon Occupant's actual use) and insurance provided to the Garage Space.

7. **ADDITIONAL RENTAL CHARGES:** Late Rent payments, or Rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Lease. If Rent is not received by Owner by the tenth (10th) day following the due date, or if Occupant's check is dishonored and returned, Occupant agrees to pay to Owner, as additional Rent, administrative charges as follows:

Late Rent Charge	
Of the greater of \$75 or 15% of the monthly rent	\$
Dishonored Check Charge	of \$25
Pre-Lien Notice Charge (if not paid within 14 days of due date)	of \$10
Lien Sale Notice Charge (if not paid within 30 days of due date)	of \$10
Auction Notice Charge	of \$10
Advertising Charge	Actual Cost
Labor charges	of \$15 per hour
Inventory & Sale Fees	Actual Cost

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if Rent remains delinquent for thirty (30) days or longer (Utah Code Ann. Section 38-3-1). In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing such lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release the lien property, which may have been removed or re-secured during lien enforcement. **ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH.** If Occupant's checks are dishonored more than once, Any other costs incurred by Owner by reason of Occupant's breach of any provision of this Lease, including but not limited to, collection fees, shall be deemed additional Rent, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion.

8. **USE OF GARAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this Lease. Owner exercises neither care, custody, nor control over Occupant's property while in the Garage Space. Occupant agrees to use the Garage Space only for the uses and purposes set forth in Section 1.I above and in accordance with the Rules and Regulations of the Racetrack attached hereto as Exhibit "A" as they may be modified by Owner from time to time. Occupant may engage in commercial activities in the Garage Space, consistent with the Team Garage Policies and Rules and Regulations of the Racetrack; provided no such activities shall increase Owner's insurance rates or cause coverage to be denied, and Owner shall have no responsibility for the safety or security of Occupant's property, inventory or equipment kept in the Garage Space. No signs may be placed, installed or erected on the Garage Space without the prior written consent of Owner. Occupant agrees to abide by all State, County or local codes or ordinances that apply to use of the Garage Space. In the event Occupant uses the Garage Space for commercial purposes, then Occupant must notify Owner, in writing, of the intended and actual use of the Garage Space. Occupant acknowledges Owner has entered into contractual arrangements with various advertisers and sponsors pursuant to which Owner will receive compensation for advertising and sponsorship

in and about the Facility. Occupant agrees not to engage in any ambush marketing of any kind or to display commercial or offensive signage, sell any goods or services, wear or give away political, advertising or promotional materials or engage in any other activities which Owner considers dangerous, in violation of such advertising or sponsorship arrangements or otherwise inappropriate. In the event Occupant desires to host a party or similar event in the Garage Space, Occupant must apply to Owner for a hospitality permit, using the form supplied by Owner, and pay a permit application fee as established by Owner from time to time. Owner may grant or refuse to grant such a hospitality permit in Owner's sole discretion. The Garage Space may not be used as living quarters. No weapons of any kind may be kept or stored in the Garage Space.

9. **SUBLETTING:** Occupant may only sublet the Garage Space with prior written approval of Owner, which approval may not be unreasonably withheld.

10. **ADDITIONAL OCCUPANTS:** There may be a maximum of four Occupants of the Garage Space, one of whom shall be the Primary Occupant, as set forth in Section 1.F above. The Primary Occupant shall be entirely responsible to Owner for all conditions of this Lease, and shall be the signatory of this Lease. Owner agrees that up to three (3) additional Occupants, disclosed to Owner in Section 1.H above, may share in the tenancy of the Garage Space, subject to the same terms and conditions as the Primary Occupant. However there is an additional \$35 charge per month for each additional occupant.

11. **ACCESS CARDS:** One access card to the Garage Space will be issued by Owner per garage space occupied. That access card will be issued to the Primary Occupant. If Occupant wants to provide access to the Garage Space for the three (3) additional Occupants listed in Section 1.H, then Occupant may apply to Owner for additional access cards, which Owner will issue at the cost of \$35 per month per card (as previously noted in section 10), to be paid by Occupant. If Occupant needs to provide access to the Garage Space for more persons than the 3 additional Occupants, then Occupant may apply to Owner for additional access cards, which Owner may issue at its sole discretion and at Occupant's expense (\$35 per month, or any part thereof, per card), and for which appropriate facility access credentials will be issued. Access for such persons may be made available on a daily, event, non-event, monthly, or annual basis. Access cards issued by Owner are non-transferable; any violation of this condition may subject Occupant to loss of facility access rights. Owner may demand return of all access cards issued pursuant to this Lease in the case of rent or other payment delinquency.

12. **TRAILER STORAGE:** Occupant is granted the right to park one trailer, up to 45' in length, in the defined secure trailer parking area of the Racetrack facility, at no additional cost. Additional and oversized trailers will be subject to additional fees as established by Owner from time to time. All such trailers or other equipment stored by Occupant outside of the Garage Space must be disclosed to and registered with Owner.

13. **HAZARDOUS OR TOXIC MATERIALS:** Occupant is strictly prohibited from storing or using materials in the Garage Space or at the Racetrack classified as hazardous or toxic under any local, state, or federal law or regulation ("Hazardous Substances"), and from engaging in any activity which produces such materials, with the following exceptions: Occupant may store, use or produce Hazardous Substances directly related to the permitted uses and purposes set forth in the Rules and Regulations of the Racetrack. Occupant shall use, store and dispose of such materials in accordance with the highest safety standards and in compliance with all local, state or federal laws or regulations. Occupant shall permit Owner to review safety logs relating to storage, use, production and disposal of Hazardous Substances at Owner's request. Failure of Occupant to produce such records or failure to abide by Owner's safety standards or applicable law shall constitute a breach of this Lease. Occupant shall indemnify and hold Owner harmless from and against, and shall reimburse Owner for, any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, including without limitation remediation expenses, arising in connection with the release or presence of any Hazardous Substance by Occupant at or from the Garage Space during the Term hereof.

14. **INSURANCE:** If Occupant engages in any commercial activity in the Garage Space, Occupant agrees to keep in force, at Occupant's sole cost and expense, so long as Occupant occupies the Garage Space or any portion thereof, Comprehensive General Public Liability Insurance with a company licensed to do business within the State of Utah and acceptable to Owner, with minimum limits of One Million Dollars (\$1,000,000) on account of bodily injuries or death and property damage insurance with minimum limits of One Million Dollars (\$1,000,000). Occupant shall also carry all Workers Compensation coverage required by applicable law for all employees working in the Garage Space.

If Occupant uses the Garage Space to store or work on any street legal automobile owned by Occupant, then Occupant agrees to keep in force, at Occupant's sole cost and expense, so long as Occupant occupies the Garage Space or any portion thereof, Auto Liability insurance covering such automobile, with a company licensed to do business within the State of Utah and acceptable to Owner, with minimum limits of One Million Dollars (\$1,000,000).

Occupant agrees to maintain, at Occupant's expense, a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsements for the full value of Occupant's (or any other person's) personal property kept in the Garage Space; and to the extent Occupant does not maintain insurance for the full value of such personal property stored in the Garage Space, Occupant shall be deemed to have "self-insured." To the extent that Occupant has "self-insured," Occupant shall bear all risk of loss, theft or damage to such personal property. **PERSONAL PROPERTY OF OCCUPANT OR OTHERS STORED IN THE GARAGE SPACE IS NOT INSURED BY OWNER AGAINST LOSS, THEFT OR DAMAGE.** Each party hereby releases the other party and its agents or employees from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under an insurance policy and hereby waives any and all rights of recovery against the other party and the other party's agents or employees in connection with any damage which is or would be covered by any such insurance policy. This insurance is a material condition of this Lease and is for the benefit of both Occupant and Owner. Occupant agrees to satisfy this insurance requirement by selecting one of the following options: (Occupant - Initial only one)

X A. Occupant will obtain the insurance policy or policies for the fire and extended coverage insurance required by this Section 14. While certain information may be made available to Occupant with respect to insurance, Occupant understands and agrees that Owner and Owner's agents or employees are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy. Owner is only making Occupant aware of the availability of insurance coverage. Occupant agrees to hold Owner and Owner's agents or employees harmless, without recourse, for any representations made by any insurance company with respect to claims, service, or benefits.

_____ B. Occupant elects to "self-insure" regarding the risks which could be covered by the fire and extended coverage insurance described in this Section 14, and hereby waives any right of recovery from Owner with regard thereto (**OCCUPANT PERSONALLY ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONAL PROPERTY OF OCCUPANT OR OTHERS STORED IN THE GARAGE SPACE**). This is not an option for Comprehensive General Public Liability Insurance.

All policies of insurance provided for in this Section 14 (other than Auto Liability insurance) shall name Owner, any mortgage lender as Owner shall designate, and Occupant as named insured to the extent of their respective interests. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Owner, Occupant or any other occupant of the Garage Space which might otherwise result in forfeiture of said insurance. Occupant shall provide Owner thirty (30) days prior written notice that such policy will be modified or is due to expire or be cancelled. Occupant shall furnish to Owner, upon request, a certificate or certificates of insurance for all coverage required hereunder.

15. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or at the Garage Space by Occupant shall be at Occupant's sole risk. Except as may be caused by the negligence or willful misconduct of Owner and Owner's agents and employees, Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property at the Garage Space or the Racetrack facility arising from any cause whatsoever.

16. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Except as may be caused by the negligence or willful misconduct of Owner and Owner's agents and employees, Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the Garage Space or the Racetrack facility.

17. INDEMNIFICATION: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the Garage Space and Racetrack facility. Occupant shall have no obligation to indemnify Owner for any claim or liability resulting from the negligence or willful misconduct of Owner, Owner's agents and employees.

18. NOTICES -- CHANGE OF ADDRESS -- CHANGE IN TERMS: All notices required or permitted by law, or by this Lease, may be sent to Occupant at any of the addresses set forth for Occupant in Section 1.F of this Lease. In the event that any of the addresses given above change, such change shall not be binding upon Owner unless Occupant has given Owner written notification of the change, either by personal delivery or by deposit in the United States mail with first class postage prepaid addressed to Owner at the address given for payment of Rent and Owner has acknowledged its receipt in writing.

19. RACETRACK FACILITY ACCESS: The Utah Motorsports Campus credential system will be the means of access onto the Racetrack facility. One (1) annual credential per garage occupied will be granted to Occupant for Occupant's sole use. This access will allow Occupant access to the Racetrack facility 24/7, 365 days a year unless closed by Owner due to events beyond the reasonable control of Owner. Any inappropriate use of this credential can subject Occupant to loss of access rights. All additional access for family, guests, customers, etc. on days when the Racetrack is hosting an event requiring a ticket to enter the Racetrack facility will be based on the Racetrack's fee rate for access (in other words, such persons will need to purchase a ticket to the event in order to obtain access to the Racetrack facility on such days).

20. CONDUCT: Occupant may designate person(s) or organizations(s) to enter the Garage Space in accordance with the uses, purposes and protocols set forth in the Rules and Regulations of the Racetrack. Occupant shall be responsible for the conduct of all of Occupant's employees, agents, team members, and guests who enter the Garage Space/Racetrack.

21. CONDITION OF SPACE / IMPROVEMENTS / REPAIRS -- COMMENCEMENT AND TERMINATION: Occupant acknowledges that Occupant has inspected the Garage Space and found the Garage Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Garage Space in the same condition throughout the Term of this Lease. Occupant will immediately notify Owner of any defect in the Garage Space. Occupant shall have the right, at Occupant's sole cost and expense, to make any reasonable alterations, decorations, improvements, or additions to the Garage Space as Occupant may desire; PROVIDED, HOWEVER, Occupant shall not undertake any alteration, decoration, installation or addition to the Garage Space without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld. Any such alterations, decorations, improvements or additions to the Garage Space shall be made by a contractor approved in advance by Owner, and alterations must be in compliance with all local ordinances, state and federal statutes and regulations and public authorities having jurisdiction thereof. A list of approved contractors is available from Owner. Any and all alterations to the Garage Space shall become the property of Owner upon termination of this Lease, except for detachable and movable equipment, furniture and trade fixtures owned by Occupant, all of which may be removed by Occupant. Owner may, nonetheless, require Occupant to remove any and all trade fixtures, equipment and other improvements installed on the Garage Space. Regardless of the cause for removal of such fixtures, equipment and improvements, Occupant shall thereafter restore the Garage Space to its original condition, reasonable wear and tear excepted. In the event that Owner so elects, and Occupant fails to remove such improvements, Owner may remove such improvements at Owner's cost and Occupant shall pay Owner on demand as additional Rent the cost of repairing any damage caused by such removal, including but not limited to dump fees, labor, materials, and transportation costs.

22. GARAGE SPACE ACCESS: Occupant's access to the Garage Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security at the Racetrack or in the Garage Space. Such measures may include, but are not limited to, limiting hours of commercial operation and requiring verification of Occupant's identity.

23. OWNER'S RIGHT TO ENTER OR INSPECT: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to, police, fire, health or emergency response officials, access to the Garage Space at Owner's discretion for safety, maintenance, inspection or other purposes deemed necessary by Owner. In the event of an emergency, Owner shall have the right to remove Occupant's lock and enter the Garage Space, and take such action as may be necessary or appropriate to preserve the Garage Space, to comply with applicable law, or enforce any of Owner's rights.

24. RULES: Owner shall have the right to establish or change hours of operation or tenant access, or to promulgate rules and regulations (such as the Rules and Regulations attached hereto as Exhibit "A", or amend the existing Rules and Regulations for the safety, care, and cleanliness of the Racetrack and the Garage Space, or the preservation of good order at the Racetrack. Occupant agrees that the Rules and Regulations are made a part of this Lease and agrees to follow all of Owner's Rules and Regulations now in

effect, or that may be put into effect from time to time. Except in emergency situations, each change of the Rules and Regulations and/or facility hours will be conspicuously posted prior to the effective date of such change. Hours of operation and access shall be posted at the entrance to the Racetrack facility. Current Rules and Regulations will be posted in the administration office.

25. OCCUPANT'S BREACH: In the event Occupant fails to pay any Rent due or otherwise breaches Occupant's obligations under this Lease, Owner may, at Owner's discretion, but not by way of limitation, exercise any or all remedies provided herein or at law or in equity, including but not limited to (a) terminating this lease, in which the event Occupant shall immediately surrender the Garage Space to Owner, and if Occupant fails to surrender to Garage Space, Owner may, without prejudice to any other remedy which Owner may have for possession of the Garage Space, enter upon and take possession of the Garage Space, by picking or changing the locks, if necessary, and lock out, expel or remove Occupant and any other person who may be occupying all or any part of the Garage Space without being liable for prosecution of any claim for damages, and relet the Garage Space on behalf of Occupant and receive directly the rent by reason of the reletting, and Occupant agrees to pay Owner on demand any deficiency that may arise by reason of any reletting of the Garage Space. Pursuit of any remedy hereunder shall not preclude pursuit of any other remedy, nor shall pursuit of any remedy constitute a forfeiture or waiver of any Rent due to Owner hereunder or of any of the damages accruing to Owner by reason of the violation of any of the terms, provisions and covenants herein contained. The specific remedies to which Owner may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Owner may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease by Occupant. The failure of Owner to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Owner of any Rent payment with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach.

26. ASSIGNMENT: Occupant shall not sublet or assign the Garage Space or Occupant's interest under this Lease, nor store property owned by others without the prior written consent of Owner, which consent shall not be unreasonably withheld.

27. SECURITY OF SPACE / LOCKS / KEYS: Owner will issue Occupant two (2) garage keys per Garage Space. Additional keys may be issued at Occupant's expense. In the event locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Garage Space is rendered insecure in any manner, Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the Garage Space has become insecure. The fact that Owner has taken measures to resecure the access to the Garage Space under this Section 27 shall not alter the release of Owner's liability set forth in Sections 15 and 16 of this Lease, nor shall such measures be deemed a conversion of Occupant's stored property.

28. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with, this Lease, Occupant's use of the Garage Space or Racetrack, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

29. MISCELLANEOUS: Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a court to be void or unenforceable, the other provisions hereof shall remain in full force and effect.

30. NO ORAL AGREEMENTS: This Lease contains the entire agreement between Owner and Occupant regarding the Garage Space, and no oral agreements shall be of any effect whatsoever. Occupant agrees that Occupant is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Lease in any way whatsoever. Occupant agrees that this Lease may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

31. GOVERNING LAW: This Lease has been prepared in accordance with the laws of the State of Utah and is to be interpreted, construed and enforced in accordance with the laws of said State. Any litigation to

enforce any rights or obligations under this Lease shall be commenced in the State or Federal courts sitting in Salt Lake County, Utah.

32. **ATTORNEY'S FEES:** In the event either party hereto shall file an action to enforce any agreement contained in this Lease or for breach of any covenant or condition hereof, then the prevailing party in any such action shall be entitled to recover from the other party its actual attorney's fees for the services of the prevailing party's attorney (whether or not the attorney is a salaried employee of the party), together with all expert witness fees and any and all costs of such action, said fees to be fixed by a court having competent jurisdiction over the subject matter in dispute.

33. **UTILITIES.** Occupant is responsible for utilities costs. These costs are not included in the monthly rental fee.

Rocky Mountain Power: Occupant must establish service with Rocky Mountain Power prior to occupancy and show proof of this service. Please go to www.rockymountainpower.net or call 1-866-870-3419. The meter information is as follows:

Garage #

Meter #

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

OWNER:

Utah Motorsports Campus

By 

Printed Name: Alan L. Walker

Date: 12-3-15

Address: 2901 N Sheep Lane
Tooele, UT 84074

Phone: 435.277.8051

Fax: 435.277.8008

OCCUPANT:

By The McKeever Group, LLC

Printed Name: Dan McKeever

Date: Manager

Address: 589 Tilbury Court Grantsville, UT 84029

Phone: 435-830-8500

Fax: _____

**THE MCKEEVER GROUP, LLC
589 TILBURY COURT
GRANTSVILLE, UT 84029**

ATTACHMENT B

Office Lease Agreement
(See Attached)

LEASE

THIS LEASE ("Lease") is made and entered into effective as of December 1, 2015, (the "Effective Date") between UTAH MOTORSPORTS CAMPUS, a Utah Incorporated Company (hereinafter referred to as "Landlord") and MCKEEVER GROUP, LLC, a Utah limited liability company (hereinafter referred to as "Tenant"), with reference to the following:

For and in consideration of the rent and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the Lease Term and upon the covenants and agreements hereinafter set forth.

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the reception area, the office, classroom and storage areas containing approximately 6,000 square feet located within the real property and improvements located at 2901 North Sheep Lane, Tooele, Utah 84074 ("Premises") more particularly depicted on the attached Exhibit A.

(a) Use. Tenant shall use the Premises for general office, classroom instruction and storage, or for any other lawful use permitted under applicable zoning laws or regulations, and for no other use without Landlord's consent.

(b) Limitation on Use. Tenant's use of the Premises as provided in this Lease shall be in accordance with the following:

(i) Compliance with Laws. Tenant shall comply with all federal, state and municipal laws, regulations and ordinances, criminal or civil, applicable to Tenant's use of the Premises, including, without limitation, the obligation, at Tenant's cost (and in accordance with Section 7(d) below), to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises by Tenant during the Lease Term.

(ii) Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to owners or occupants of adjacent properties. Tenant shall not use the Premises for manufacturing or the use of anything that might emit any odor or objectionable noises or lights onto adjacent properties.

2. **TERM.** The term of this Lease shall be four years ("Term"). The Term and Tenant's obligation to pay rent shall commence on January 1, 2016. Provided that at the time of delivery of any written notice of Tenant's intent to extend the Term, and at the time the Extended Term (defined below) commences, no default has occurred and is continuing beyond any applicable notice and cure period, Tenant shall have and is hereby granted the option to extend the Lease Term for two additional periods of four years each (each, an "Extended Term"), with each such Extended Term to commence upon the expiration of the Term or the prior Extended Term, as the case may be. Each Extended Term shall be on the same terms, covenants and provisions as set forth in this Lease. If Tenant wishes to exercise the option to extend the Lease

Term (as defined below), it shall do so by delivering written notice of extension to Landlord at least 90 days prior to the expiration of the Term or any then current Extended Term, as the case may be. When used in this Lease, the term "Lease Term" means not only the Term, but also any "Extended Term" then in effect.

3. RENT.

(a) Rent. Tenant shall pay to Landlord, at the address specified in this Lease or at such other place Landlord may from time to time designate in writing, as rent for the Premises during the Term monthly payments in the amount set forth below:

<u>Months</u>	<u>Monthly Rent</u>
1 and 2	None
3 through 12	\$5,558
13 through 24	\$5,700
25 through 36	\$5,771
37 through 48	\$5,843

Monthly payments shall be payable, in advance, on or before the first day of each and every calendar month of the Lease Term without offset, deduction or prior demand, except as specifically permitted by the terms of this Lease.

(b) Rent Increase. On January 1, 2020 and each year thereafter (including any Extended Term), the monthly rent for subsequent lease years shall be adjusted to the CPI Adjusted Rent (as defined below). The "CPI Adjusted Rent" shall be calculated by multiplying \$5,558 (the monthly base rent for the first lease year) by a fraction, the numerator of which shall be the Consumer Price Index, West Urban All Items (Base 1982-84 = 100) ("Index") as published by the United States Department of Labor Statistics, for the month immediately preceding the CPI Adjusted Rent calculation, and the denominator of which shall be Index for January 2016. If the base year of the Index is changed, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the Index, or should the Index no longer be published, then Landlord and Tenant shall mutually select such other commodity index that produces substantially the same result as would be obtained if the Index had not been discontinued or revised. If the parties shall be unable to agree upon a successor index, the parties shall refer the choice of the successor index to arbitration in accordance with the rules of the American Arbitration Association. In no event, however, shall the rent for a lease year be less than the rent for the prior lease year.

4. REAL ESTATE TAXES, ETC. Landlord shall, during the Lease Term, pay all real estate taxes, special or general, ordinary or extraordinary assessments, water and sewer rents, charges for public utilities, excises, levies, license and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the Building or any part thereof.

5. **PERSONAL PROPERTY TAXES, ETC.** Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operations in the Premises, including but not limited to, the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated upon, used at, or installed within or about the Premises.

6. **SERVICES TO THE PREMISES.**

(a) Landlord shall be responsible for and promptly pay all charges for water, gas, heat, electricity, sewer, telephone, internet and other utility used upon or furnished to the Premises.

(b) Landlord shall furnish or make customary arrangements with service providers to furnish the Premises with janitorial services and 24 hour security.

7. **MAINTENANCE AND REPAIRS: CONDITION AT TERMINATION: FURTHER IMPROVEMENTS.**

(a) Maintenance and Repairs by Tenant. Tenant agrees, for the Lease Term, to keep the Premises in a neat and clean condition.

(b) Maintenance and Repairs by Landlord. Landlord agrees, for the Lease Term, to keep and maintain the Premises and Building including, without limitation, the roof, the building systems, the exterior walls, floor joists, foundations, parking areas and pavement, landscaping, sprinkler systems, sidewalks, driveways, curbs, and lighting systems in good condition and repair. Landlord shall pay the costs for such maintenance and repairs at its sole cost and expense.

(c) Condition at Termination. Upon expiration or earlier termination of this Lease, Tenant shall return the Premises in the same condition as received, "broom-clean", ordinary wear and tear excepted, and Tenant shall promptly remove or cause to be removed from the Premises any fixtures, notices, and displays placed by Tenant, Tenant shall repair any damage to the Premises caused by or in connection with the removal of any improvements, articles of personal property or fixtures belonging to the Tenant.

(d) Further Improvements. Tenant may at any time at its own cost make any alterations, rebuilding, replacement, change, addition, and improvement in and to the Premises, subject to the following conditions:

(i) Tenant has received the prior written consent of Landlord for any alterations that exceed \$10,000;

(ii) Such work shall be performed in a good and workmanlike manner, and shall not weaken or impair the structural strength or lessen the value of the Premises; and

(iii) All building, alterations, rebuilding, replacements, changes, additions, improvements, and appurtenances which may be erected, installed, or affixed in the Premises during the Lease Term, or affixed on or in the Premises during the Lease Term, shall, at

the election of Landlord, become the property of Landlord and shall be deemed to be part of the Premises: provided, however, that nothing herein shall be construed to give Landlord any interest, right or title in or to Tenant's trade fixtures, machinery, equipment, furniture, furnishing and other articles of personal property owned by Tenant and located in the Premise. Tenant shall remove (1) any improvements requested by Landlord at the time the consent of Landlord to such alterations is granted, and (2) Tenant's trade fixtures and personal property at the expiration or earlier termination of the Lease Term, and Tenant shall repair any structural damage to the Premises as a result of such removal.

8. **PARKING.** Tenant and its customers, visitors and employees shall park their motor vehicles in the designated parking areas for the Premises.

9. **INSURANCE AND INDEMNITY.**

(a) Tenant's Liability Insurance. Tenant shall procure and maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence covering bodily injury, property damage, and personal injury arising out of or relating directly or indirectly to Tenant's business operations, conduct, assumed liabilities or use or occupancy of the Premises. Tenant's contractual liability coverage will provide coverage of Tenant's indemnification obligations under this Lease. Tenant will cause Landlord and any lender of Landlord of which Tenant has received written notice from Landlord to be named as "additional insureds" by endorsement reasonably satisfactory in form and substance to Landlord. Tenant's liability insurance policies will be endorsed as needed to provide cross-liability coverage for Tenant, Landlord and any lender of Landlord, and will provide for severability of interests.

(b) Worker's Compensation Insurance. Tenant shall procure and maintain worker's compensation insurance as required by law. Such policy shall contain a waiver of subrogation in favor of Landlord.

(c) Tenant's Fire and Casualty Insurance. Tenant shall procure and maintain property insurance coverage for the following (i) all items of Tenant's personal property on or about the Premises, and (ii) all leasehold improvements constructed by Tenant and all Tenant improvements. Tenant's property insurance (i) shall be written on the broadest available "all-risk" ("special form") policy form or an equivalent form reasonably acceptable to Landlord, (ii) shall include an agreed-amount endorsement for no less than 100% of the full replacement cost (new without deduction for depreciation) of the covered items, (iii) shall be written in an amount of coverage that meets any coinsurance requirements for the policy or policies, and (iv) shall include vandalism and malicious mischief coverage and sprinkler leakage coverage, if applicable. Tenant shall further maintain loss of income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.

(d) Forms of Policies and Additional Requirements. The insurance required to be maintained by Tenant hereunder are independent of Tenant's indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit

or modify Tenant's indemnification and other obligations or to in any way limit Tenant's liability under this Lease. The insurance required of Tenant (i) shall be issued by an insurance company with a rating of A-VIII or better in the current Best's Insurance Guide or A- or better in the current Standard & Poor Insurance Solvency Review, or that is otherwise reasonably acceptable to Landlord, and admitted to engage in the business of insurance in the State of Utah; and (ii) shall be primary insurance for all claims under it and provide that any insurance carried by Landlord and Landlord's lenders is strictly excess, secondary and noncontributing with any insurance carried by Tenant. Tenant shall deliver to Landlord a certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Section, together with evidence reasonably satisfactory to Landlord of the payment of the premiums therefor, on or before delivery of the Premises to Tenant, at least 30 days before the expiration date of any policy and upon the renewal of any policy. Tenant may comply with its insurance coverage requirements through a blanket policy. If, in the reasonable opinion of Landlord based on industry and local standards, the amount of liability and property damage insurance required to be carried and maintained by Tenant is at the time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate, provided that no such increase shall be required more frequently than once every 3 years during the Lease Term.

(e) Failure of Tenant to Insure. In the event Tenant fails to purchase and keep in force any of the insurance required of Tenant hereunder within 30 days after written notice from Landlord, Landlord may, but shall not be required to, purchase and keep in force the same, in which event Tenant shall pay to Landlord the full amount of Landlord's expense with respect thereto, said payment to be made within 10 days after demand for such payment by Landlord. The election by Landlord to purchase such insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor shall it limit the remedies otherwise available to Landlord.

(f) Assumption of Risk. Anything herein to the contrary notwithstanding, after the commencement of the term of this Lease, the Tenant assumes full risk of damage to its personal property that it may have in or on or about the Premises, resulting from fire, lightning, extended coverage perils, flood and or any catastrophe, unless caused by Landlord's gross negligence or willful misconduct. The Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including Tenant's insurance carrier or carriers, for any loss or damage resulting from fire, lightning, or extended coverage perils or from an act of God, unless caused by Landlord's negligence or willful misconduct.

(g) Indemnity and Waiver. To the fullest extent permitted by law, Tenant will, at Tenant's sole cost and expense, indemnify, defend and hold harmless Landlord and its officers, members, partners, agents, employees, licensees, invitees and contractors from and against all actions, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, arising from (i) any personal or bodily injury or property damage occurring in or at the Premises; (ii) any bodily injury to an employee of Tenant or Tenant's officers, members, partners, agents, employees, licensees, invitees and contractors arising out of and in the course of employment of the employee and occurring anywhere within the Premises; (iii) the use or occupancy of the Premises or of any business therein by Tenant; (iv) subject to the waiver of subrogation provisions in this Lease, any act, error, omission or negligence of Tenant or its officers, members, partners, agents, employees, licensees, invitees

and contractors in, on or about the Premises; and (v) any alterations, activities, or work done or omitted by Tenant or its officers, members, partners, agents, employees, licensees, invitees and contractors in, at or about the Premises or the property, including the violation of or failure to comply with applicable laws, orders or judgments. Notwithstanding the foregoing, Tenant's indemnification shall not be applicable to the extent such injury or damage is caused by the negligence or willful misconduct of Landlord. This indemnity will survive the expiration or any earlier termination of the Lease.

(h) Fire and Casualty Insurance on Premises. Landlord shall maintain such available fire and extended coverage insurance and other casualty insurance coverage consistent with coverage for similarly structured Buildings along the Wasatch Front to insure against "all perils" in respect to the Premises and related improvements, including at its option, but not limited to, average clauses, additional extended coverage, boiler insurance, elevator insurance, automatic sprinkler damage insurance, and rental income insurance sufficient to pay to Landlord not less than 6 months of rent. Landlord may require appropriate endorsements suitable to Landlord.

(i) Increase in Fire Insurance Premium. Tenant shall not do anything in or about said Premises which will materially increase the insurance rates for the Premises. Tenant shall be solely responsible for any increase in premiums resulting from the special nature of the business carried on in the Premises by Tenant, whether or not Landlord has consented to the same.

10. ENTRY BY LANDLORD. Landlord and its representatives may enter the Premises during all reasonable business hours after having given Tenant reasonable advance notice (which notice shall be not less than 24 hours except in cases of emergency) for the purpose of examining the same to ascertain if the Premises are in good repair, and to make reasonable repairs which Landlord is required to make hereunder, and for the purpose of showing the Premises to a prospective tenant, lender or purchaser only during the last 6 months of the Term. Landlord may place customary "For Sale" or "For Lease" signs on the Premises only during the last 6 months of the Term.

11. SIGNS: Tenant shall have the right to place signs on the Premises, subject to Landlord's reasonable approval.

12. ENVIRONMENTAL COMPLIANCE. Tenant shall not store, manufacture, or transport hazardous materials on the Premises. Tenant shall comply with all Environmental Laws in its use of the Premises. "Environmental Laws " means federal or state laws or regulations relating to pollution, or the protection of human health or the environment, including, but not limited to, the Clean Air Act, the Federal Water Pollution Control Act (as amended by the Clean Water Act of 1977 and Water Quality Act of 1987), the Resource Conservation and Recovery and Recovery Act of 1976 (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and the Federal Insecticide Fungicide & Rodenticide Act, all as in effect on the date hereof or, with respect to the representations in effect on the date hereof. Tenant shall indemnify Landlord from

all claims, charges, and liability resulting from Tenant's failure to comply with the above Environmental Laws. In addition, Tenant shall be liable for all damages suffered by Landlord, including, but not limited to, costs and attorneys' fees as a result of Tenant's non-compliance with the above laws.

13. DAMAGE OR DESTRUCTION.

(a) Insured or Minor Damage. If at any time during the Lease Term, the Premises are damaged by fire or other casualty, and such damage is not "substantial" as that term is hereinafter defined, then Landlord shall promptly restore the Premises as nearly as possible to its condition prior to such damage or destruction. If the Premises are not restored to substantially the same condition within 90 days after the date of such casualty, then Tenant may elect to terminate the Lease.

(b) Major Damage. If at any time during the Lease Term, the Premises are destroyed or damaged and such damage as "substantial" as that term is hereinafter defined, the Landlord will repair such damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect. If the Premises are not restored to substantially the same condition as existed prior to the casualty within 180 days after the date of such casualty, then Tenant may elect to terminate the Lease.

(c) Abatement of Rent. If the Premises are destroyed or damaged and Landlord repairs or restores them pursuant to the provisions of this Section, the monthly rent payable hereunder shall abate during such repair or restoration.

(d) Definitions. For purposes of this Section, "substantial" damage to the Premises shall be deemed to be destruction to such an extent that the Premises is untenable for the use intended or access to the Premises is restricted in a manner that materially interferes with Tenant's use of the Premises.

(e) Waiver of Subrogation. Each party hereto does hereby remise, release and discharge the other party hereto and any officer, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

14. CONDEMNATION.

(a) Definitions.

(i) "Condemnation" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (2) a voluntary sale or transfer by Landlord to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

(ii) "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

(iii) "Award" means all compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation.

(iv) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

(b) Parties' Rights And Obligations To Be Governed By Lease. If, during the Lease Term or during the period of time between the execution of this Lease and the date the Term commences, there is any taking of all or any part of the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined as set forth below.

(c) Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

(d) Partial Taking.

(i) If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if any portion of the Premises is taken such that the Premises are no longer suitable for Tenant's use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this Section by giving notice to Landlord within 30 days after Landlord has provided Tenant with written notice of the determination of the nature and the extent of the taking. If Tenant elects to terminate this Lease as provided in this Section, Tenant also shall notify Landlord of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking fall on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect.

(ii) If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking the minimum monthly rent shall be reduced by an amount that is in the same ratio to minimum monthly rent as the total number of square feet in the Premises taken bears to the total number of square feet in the Premise immediately before the date of taking.

(e) Restoration And Addition To Premises And Other Areas.

(i) If, within 30 days after the date that the nature and extent of the taking are finally determined, Landlord notifies Tenant that the Landlord at its cost will add on to the remaining Premises so that the area and the approximate layout of the Premises (including access and parking areas) will be substantially the same after the date of taking as they were before the date of taking, and Landlord commences the restoration immediately and completes the restoration within 90 days after Landlord notifies Tenant, this Lease shall continue in full force and effect without any reduction in minimum monthly rent.

(ii) If there is a partial taking of the Premises and this Lease remains in full force and effect the Landlord, at its cost, shall accomplish all necessary restoration.

(iii) Rent shall abate during the period from the date of taking until the completion of restoration and all obligations of Tenant under this Lease shall remain in full force and effect.

(f) Award-Distribution. Except as otherwise set forth herein, Landlord shall have no obligation to compensate Tenant for any taking. Landlord shall have no obligation to relocate Tenant or pay any cost of relocation.

(g) Temporary Taking. The taking of the Premises or any part of the Premises by military or other public authority shall constitute a taking of the Premises by condemnation only when the use and occupancy by the taking authority has continued for longer than 180 consecutive days. During the 180-day period all of the provisions of this Lease shall remain in full force and effect except that rent and all other amounts due hereunder shall be abated or reduced during such period of taking based on the extent to which the taking interferes with Tenant's use of the Premises, and Landlord shall be entitled to whatever award may be paid for the use and occupation of the Premises for the period involved.

15. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN. This Lease is and shall continue to be subordinate to any mortgage, deed of trust, or other security interest now existing or hereafter placed on the Landlord's interest in the property by a mortgage lender (as amended, restated, supplemented, or otherwise modified from time to time, including any refinancing thereof, a "Mortgage"); provided, however, such subordination is subject to the condition that so long as Tenant continues to perform all of its obligations under this Lease (after notice and expiry of any applicable grace period) its tenancy shall remain in full force and effect notwithstanding Landlord's default in connection with the Mortgage concerned or any resulting foreclosure or sale or transfer in lieu of such proceedings. If elected by the holder of a Mortgage, this Lease shall be superior to such Mortgage, in which case Tenant shall execute and deliver an instrument confirming the same. Tenant shall not subordinate its interests hereunder or in the Premises to any lien or encumbrance other than the Mortgages described in and specified pursuant to this Section without the prior written consent of Landlord and of the lender interested under each Mortgage then affecting the Premises. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever. Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Premises including any such disposition resulting from Landlord's default under a Mortgage, shall be subject to this Lease. Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

16. ESTOPPEL CERTIFICATE. Tenant shall, at any time and from time to time upon not less than 10 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

17. ASSIGNMENT AND SUBLEASE.

(a) Except as otherwise expressly provided herein, Tenant shall not, without the prior written consent of Landlord in each instance, (i) convey, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest hereunder, (ii) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law, (iii) assign this Lease or any of Tenant's rights hereunder, or (iv) sublet the Premises or any part thereof. Landlord's consent shall not be unreasonably withheld, conditioned or delayed. The foregoing prohibitions shall also apply to any assignee or subtenant of Tenant.

(b) Notwithstanding anything to the contrary in this Section 17, except as otherwise provided in this subparagraph (b), Tenant may, upon not less than 5 days' prior written notice to Landlord, permit any corporations or other business entities which control, are controlled by, or are under common control with, Tenant (a "Related Entity") to sublet all or part of the Premises or receive an assignment of the Lease, provided that (i) Tenant is not in monetary or material non-monetary default under the terms of this Lease (without regard to applicable grace and/or notice and cure periods) and no Default exists, (ii) prior to such subletting or assignment, as the case may be, Tenant furnishes Landlord with the name of any such Related Entity. In addition, Landlord's consent shall not be required with respect to an assignment of Tenant's entire interest in this Lease resulting from transactions with a business entity into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred so long as the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the net worth of Tenant immediately prior to such merger, consolidation or transfer.

18. **HOLDOVER TENANCY.** If possession of the Premises is not surrendered to Landlord upon the expiration of the Term or sooner termination of this Lease, Landlord shall be entitled to exercise all remedies that may be available under this Lease or at Law or in equity, and, in lieu of paying rent as may otherwise be provided herein, the monthly rent payable during such holdover period shall be an amount equal to 120% of the monthly installments of rent payable at the time of such expiration or earlier termination. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises). Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the expiration of the Term or sooner termination of this Lease or Tenant's right of possession of the Premises, and no acceptance by Landlord of payments from Tenant after the expiration of the Term or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the foregoing provisions of this Section 18. The provisions of this Section shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease.

19. DEFAULT; REMEDIES.

(a) Default by Tenant. Upon the occurrence of any of the following events (such event, upon the expiration of any applicable notice and cure period, is referred to herein as a "Default"), Landlord shall have the remedies set forth in Section 19(b) below:

(i) Tenant fails to pay any installment of rent or any other sum due hereunder within 5 days after written notice from Landlord.

(ii) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within 30 days after written notice that such performance is due shall have been given to Tenant by Landlord or; provided, if cure of any nonmonetary default would reasonably require more than 30 days to complete, if Tenant fails to commence performance within the 30 day period or, after timely commencing, fails diligently to pursue such cure to completion but in no event to exceed 90 days.

(iii) Tenant or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee which is not terminated within 60 days after such event; or Tenant petitions for or enters into a voluntary arrangement under applicable bankruptcy law; or suffers this Lease to be taken under a writ of execution.

(b) Remedies.

(i) In the event of any Default by Tenant hereunder, Landlord may at any time, without waiving or limiting any other right or remedy available to it, terminate Tenant's rights under this Lease by written notice, reenter and take possession of the Premises by any lawful means (with or without terminating this Lease), or pursue any other remedy allowed by law. Tenant agrees to pay to Landlord the cost of recovering possession of the Premises, all reasonable costs of reletting, and all other costs and damages arising out of Tenant's default, including reasonable attorneys' fees. Notwithstanding any reentry, the liability of Tenant for the rent reserved herein shall not be extinguished for the balance of the Lease Term, and Tenant agrees to compensate Landlord upon demand for any deficiency arising from reletting the Premises at a lesser rent than applicable under this Lease.

(ii) In the event of any Default hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which requires the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid by Landlord, with interest thereon at the rate of 12% per annum, or the maximum permitted by law, from the date of payment thereof, shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

(c) Past Due Sums. If Tenant fails to pay, within 5 days of when the same is due and payable, any rent, or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to 12% per annum. Notwithstanding the foregoing, however, Landlord's right concerning such interest shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law.

(d) Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord and (if Tenant has been provided written notice of such holder and its address for notice purposes) to the holder of any mortgage or deed of trust covering the Premises, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

20. MISCELLANEOUS.

(a) Severability. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(b) Cost of Suit.

(i) In the event that at any time during the Lease Term either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the non-prevailing party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the prevailing party.

(ii) If, in the context of the filing of any bankruptcy, insolvency, reorganization, assignment for benefit of creditors, or other debt-relief proceeding (an "Insolvency Proceeding") by or against the Tenant or any sublessee, Tenant, the trustee, or sublessee shall immediately reimburse Landlord for all expenses, including reasonable attorneys' fees, Landlord may incur in connection with any act that Landlord deems necessary, either through legal proceedings or otherwise, to monitor such Insolvency Proceeding, to enforce or attempt to enforce any provision of the Lease, to enforce or attempt to enforce any actions required under the Bankruptcy Code to be taken by the Tenant, trustee, or sublessee, or in the negotiation of any amendment, sublease, modification or other agreement made to the Lease during or related to such Insolvency Proceeding. For avoidance of doubt, such expenses incurred by Landlord shall be payable to Landlord as part of the cure payment paid to Landlord in connection with any assumption or assignment of the Lease, and to the extent necessary, such expenses shall be awarded to Landlord by the Bankruptcy Court, or other court overseeing such Insolvency Proceeding.

(c) Notices. It is agreed that all notices required or permitted to be given hereunder, or for purposes of billing process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and certified and addressed as follows:

If to Landlord, at the following address:

Utah Motorsports Campus, Inc.
2901 N. Sheep Lane
Tooele, UT 84074

If to Tenant, at the following address:

The McKeever Group LLC
589 Tilbury Court
Grantsville, Utah 84029
Attn.: Dan McKeever

(d) Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition nor of a preceding or succeeding breach of the same or any other covenant, term or condition.

(f) Entire Agreement. The parties agree that there are no understandings or agreement, oral or written, express or implied, existing on any of the subjects referred to in this Lease, other than this Lease itself; and that every understanding and agreement on the said subjects shall be merged into this Lease, which is mutually understood to be and shall be conclusively accepted as the full agreement between Landlord and Tenant.

(g) Headings. The headings used in this Lease are inserted for reference purpose only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Lease.

(h) Amendment. This Lease may not be modified or amended except by an instrument in writing signed by the parties hereto.

(i) Governing Law. This Lease shall be interpreted, construed and enforced according to the laws of the State of Utah without regard to conflict of law principles.

(j) Exhibits. All exhibits to this Lease shall be deemed part of this Lease and incorporated herein as if fully set forth herein.

(k) Authority. The persons signing this Lease on behalf of Landlord and Tenant hereby represent and warrant that they are authorized to do so on behalf of each said party, and that in doing so, each party intends to be bound hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of
the Effective Date.

LANDLORD:

UTAH MOTORSPORTS CAMPUS, a
____ INC. _____

By: *[Signature]*
Name: ALAN L. WILSON
Its: VICE CHAIRMAN / President

TENANT:

THE MCKEEVER GROUP, LLC, a Utah
limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A
(Depiction of Premises)

4825-2837-9690, v. 1

THE MCKEEVER GROUP, LLC
589 TILBURY COURT
GRANTSVILLE, UT 84029

ATTACHMENT C

Event Rental Agreement
(See Attached)

EVENT RENTAL AGREEMENT

This Event Rental Agreement ("Agreement") is made this 1 day of December, 2015 by and between Utah Motorsports Campus a Utah limited liability company (the "Company") and the McKeever Group, LLC hereto (the "Lessee").

RECITALS:

WHEREAS Lessee desires to rent from the Company a portion of that certain facility located at 2901 N. Sheep Lane, Tooele Utah 84074 and more commonly known as Utah Motorsports Campus as more particularly defined in Exhibit A, which is attached hereto and made a part hereof, for the purposes set forth below and subject to the terms set forth herein; and

WHEREAS, in consideration of the Company's agreement to enter into this Agreement and to grant Lessee the rights set forth herein, Lessee shall pay the Company the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

- a. **Event.** As described in Exhibit A.
- b. **Event Times.** As described in Exhibit A.
- c. **Facility.** As described in Exhibit A.
- d. **Participant(s).** All drivers, mechanics, pit crew, car/motorcycle/kart owners, sponsors for the participants, sponsors for the Event or series of which the Event may be a part, officials of the Event and those assisting the officials, announcers, emergency and safety crews and security personnel, trade and service suppliers, volunteers and all persons involved in the conduct or operation of the Event, and in particular any persons allowed access to restricted areas.

e. **Parties.**

Company: Utah Motorsports Campus

2901 N. Sheep Lane, Tooele, UT 84074

Telephone: _____ Fax Number: 435-277-8008

Contact Person: Willem Geyer E-mail Address: willam.geyer@umcampus.com

Lessee: The McKeever Group, LLC

Address: 589 Tilbury Court, Grantsville UT 84029

Telephone: 435-830-9500 Fax Number: _____

Contact Person: Dan McKeever E-mail Address: dmckeever@pracingschool.com

2. RENTAL AND USE OF FACILITY.

- a. **Grant.** The Company hereby grants to Lessee permission to use the Facility for the Event, and for no other purpose, subject to the Company's Rules and Regulations, a copy of which has been provided to Lessee, as determined and promulgated by the Company from time to time ("Rules and Regulations"), subject to earlier termination by the Company in accordance with this Agreement.
- b. **No Competitive Activities.** The Agreement does not grant Lessee the right to conduct any form of competitive event or activity unless specifically indicated on Exhibit A.
- c. **Inspection.** Lessee shall inspect the Facility prior to the start of the Event to ensure, to Lessee's satisfaction, that the Facility meets Lessee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Lessee's use of the Facility. If the Facility fails to meet the use and safety requirements, then Company agrees to promptly remedy the same. If Company fails to do so, then Lessee may take such action as is necessary to bring the Facility into compliance with the use and safety requirements and Company's behalf, the cost of which shall be reimbursed to Lessee by Company.
- d. **Damage.** Lessee agrees not to damage, mar or in any manner deface the Facility or the Company's equipment and not to cause nor permit anything to be done whereby the Facility or the Company's equipment is in any manner damaged, marred or defaced; nor shall Lessee drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any asphalt) or the Company's equipment or make any alterations of any kind without the express written consent of the Company.
- e. **Hazardous Materials.** Lessee will not bring on to, use or allow to be brought on to or used, on or about the Facility, any hazardous material or article or material which is prohibited by law or the Rules and Regulations or which would render any fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable.

Lessee will insure that any hazardous materials will be disposed of appropriately. Improper disposal will result in fines in an amount determined by the Company and may be cause for termination of this Agreement.

f. **Conduct of the Event.** Lessee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.

3. PAYMENT.

Lessee shall pay to the Company fees as set forth below for the use of the Facility.

- a. **Lease Fee.** As described in Exhibit A.
- b. **Additional Time Fees.** It is agreed that any extension of the Term (including if Lessee does not complete its track activities by the stated end time described in Exhibit A on any day of the Event) must be approved by the Company in writing and in such event Lessee agrees to pay additional Lease Fees at a rate equal to the contracted amount prorated per thirty minutes or part thereof ("Additional Lease Fee").
- c. **Additional Charges.** In addition to the Lease Fees and Additional Lease Fees, which shall all be paid in full as set forth above, Lessee shall be required to pay all other amounts due hereunder within 30 days of the final day of the Event. Such additional fees and charges may include, but shall not be limited to:
 - i. Costs relating to damages and repairs as set forth elsewhere in this Agreement and as established by the Company after site review consequent to the completion of Event activities.
 - ii. Costs relating to staff, contract and other personnel as required for the conduct of the Event by Lessee. (Refer to Paragraph 11h below).
 - iii. Costs relating to the use of the Company's equipment by Lessee, such as radios, transponders, vehicles, catering services, etc. as agreed by the parties. (Refer to Section 4 below).
 - iv. Amounts due to the Company by Participants for such items as power hook-ups, RV parking, camping fees, fines, etc., which are not paid by the Participants by the end of the Event.
- d. **Payment Conditions.** Payments by Lessee to the Company shall be made by cash, certified check or credit card without prior demand therefor and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement, save such as are reasonably required to give full effect to the full spirit and intent of this Agreement. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus five percent (5%) as determined by the Company's chartered bank.
- e. **Payment Schedule.** The Lease Fee shall be paid as follows:
 - i. **Advance Deposit.** An advance deposit of \$ 10,000 shall be payable on signing of this Agreement, receipt of which is hereby acknowledged by the Company. In addition, a deposit of \$ 30,000 shall be made on March 15, 2016, receipt of which is also hereby acknowledged by the Company.
 - ii. **Rolling Deposit.** If the Lessee is holding multiple Events during the same calendar year, the Company will treat the Advance Deposit on a "rolling" basis. Therefore, each event will require payment in full per section iii. below, excluding the Advance Deposit amount; which will be applied to the Lessee's final Event of the year.
 - iii. **Balance Due.** Unless otherwise agreed by the parties, the total Lease Fee, less the deposits made under sub-paragraphs (i) and (ii) above, shall be payable in full prior to any track activity on the first day of the Event. The Company reserves the right to not allow any activity until payment has fully cleared.
 - iv. **Payment Summary.** Payments due to the Company for Lessee are summarized in Exhibit D, attached hereto, which schedule is subject to amendment any time prior to final payment according to the terms and conditions of the Agreement. All post-event billing or additional amounts are due in full no later than 30 days after the completion of the Event.

4. SERVICES, EVENT EQUIPMENT AND FACILITIES.

- a. **General Services and Equipment.** As described in Exhibit D.
- b. **Gasoline Services.** The Company shall maintain on site at the Facility a fully equipped gas service facility which shall be the sole provider of fuels to competitors on site during the Event. (Notwithstanding Participants are free to purchase other fuels off-site and transport them to the Facility, however all such fuel must be contained and transported in a manner which complies with all Federal, State, Local and County Fire Marshall Requirements). No person or entity other than the Company may sell or distribute fuels or oil products on the Facility property without specific written permission from the Company, for which the Company retains the right to charge appropriate dispensing fees.

- c. **Fuels To Be Supplied By The Company.** The Company will supply unleaded and leaded fuel. Payment is twenty-four (24) hours per day by credit card at the pumps.
- d. **Advance Notice of Gas Needs.** Lessee shall provide the Company with an estimate of the amount of fuel to be consumed by Participants thirty (30) days prior to the beginning of the Term.
- e. **Emergency Response Vehicles (ERV).**
- i. **Provision of Vehicles.** The Company shall provide, at the cost of the Lessee, the minimum required ERV for each day of the Event. The Company will maintain (2) flat-tow units with extrication equipment (cars); (1) lift/hook wrecker (cars); (1) roll-on flatbed wrecker (cars) and (2) flat-tow units with recovery trailers (motorcycles). These specific ERV(s) designated in Exhibit B will be for the exclusive use of the Event.
 - ii. **Ambulance Service.** The Company shall provide, at the cost of the Lessee, the minimum required ambulance and/or medical unit for each day of the Event. The Company will maintain (2) private BLS ambulance trucks; and (3) smaller mobile units such as adapted UTV's. These specific ambulance units designated in Exhibit B will be (generally) for the exclusive use of the Event. However, Lessee acknowledges and agrees that any such ambulance will respond to other emergencies at other parts of the Facility if no other option is available.
 - iii. **Staffing Requirements.** Only the Company's trained workers staff shall be permitted to use and operate the Company's ERV's and ambulance units.
 - iv. **Condition.** If any damage is done to the ERV's or ambulance units caused directly from the Lessee or its Participants during the Event, the cost of repair will be the responsibility of the Lessee. Reasonable wear and tear expected.
- f. **Radios and Communications Equipment.** The Company shall maintain radios and other communications systems, which shall be available for use by Lessee at a defined fee. Lessee shall be responsible for the maintenance and return in appropriate condition of such equipment at the end of the Event. A fee to be agreed upon by the parties shall be charged based on the number of units used, and a deposit may be required to cover damage and loss. Lessee may provide its own communication equipment but such equipment must not conflict in use with the Company's equipment used at the Facility.
- g. **Transponders and Timing and Scoring Equipment.** The Company shall maintain a fully operational AMB-based timing and scoring system (complete with transponders) for the road course, kart track, and off-road short course. These systems will be available for use by Lessee at a defined fee. However, Lessee is free to supply Lessee's own equipment and transponders provided they are compliant with the Company's system and provided that no changes or modifications are made to the Company's equipment, hardware or software, in any way. A fee to be agreed upon by the parties shall be charged based on the number of units/transponders used, and a deposit may be required to cover damage and loss.
- h. **Flags.** The Company shall maintain complete sets of appropriate corner worker flags. These will be made available at the appropriate corner stations at the beginning of each day's activities and must be returned to that location in good and complete condition at the end of the final day of the Event. Lessee will be responsible for any replacement costs for lost or damaged flags.
- i. **Fire Extinguishers.** The Company will locate fire extinguishers at each corner post and in various other locations around the pit lanes and paddock. These must be returned to their position by Lessee at the end of each day of activity. Lessee may be responsible for any costs involved in re-charging, repairing or replacing units which are used, damaged or lost during the Event.
- j. **Clean-Up Materials.** Appropriate clean-up materials will be made available at the appropriate corner stations at the beginning of each day's activities and must be returned to that location in good and complete condition at the end of the final day of the Event. Company may, in its reasonable discretion, require that Lessee pay any replacement costs for abnormal or excessive usage. The Company will provide replacement materials, on call, throughout the Event.
- k. **Cones and Other Equipment.** The Company will maintain stocks of miscellaneous materials, including cones, portable barriers, portable fences and other such items, which shall be available for rent on a fee basis to Lessee. Any such items must be returned when use is completed in appropriate condition. Loss and replacement costs will be the responsibility of Lessee.
- l. **Tents and Structures.** Only the Company's approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures at the Facility, and any such structures Lessee elects to use must be approved by the Company and will be at Lessee's sole cost. Orders should be placed well in advance of requirements through the Company's administrative office. There is ABSOLUTELY no staking, drilling or gluing to take place on any asphalt surface.
- m. **Catering.** Catering shall be available by the Company's official catering contractor and will be at Lessee's sole cost. Catering includes items such as boxed lunches for corner workers and officials. Orders should be placed within

the established deadlines as specified in the catering agreement. The Company's official catering contractor shall have a right of first refusal to match the terms and conditions of any proposed catering agreement (the "Catering Terms") between Lessee and a third party caterer. Within five (5) days after receipt of the Catering Terms, the Company's official catering contractor shall either accept the Catering Terms or decline. If the Company's official catering contractor accepts the Catering Terms, then Lessee and the Company's official catering contractor shall enter into a catering agreement upon such terms. If the Company's official catering contractor declines the Catering Terms, then Lessee and the third party caterer may enter into a catering agreement upon such terms. This is a continuing right of first refusal which shall apply to all catering agreements entered into by Lessee during the Term.

n. **24-Hour Security.** The Facility will be open for Participant access on a twenty-four (24) hour basis, through defined gates and by Event credential. Lessee shall communicate all security needs to the Company's Security Officer prior to the beginning of the Event and shall provide the Security Officer with direct telephone access to an appropriate Lessee Official throughout the Event.

o. **Credentials.** Unless specifically approved in writing, Company shall not honor any event credentials other than those issued by Company to Lessee for participant access to the Facility and Event. Lessee shall advise the Company of Lessee's credential requirements at least thirty (30) days prior the Event. The Company shall review Lessee's request and, at the Company's reasonable discretion shall issue four credentials per Participant to be issued to Lessee. Lessee shall issue these credentials to Participants in accordance with Lessee's Event regulations and shall ensure that such credentials are used solely by the persons to whom they are issued. All un-issued credentials shall be returned by Lessee to the Company by 5:00 pm on the final day of the Event. Lessee may purchase additional credentials at a cost of \$ 25 each.

p. **Event Signage.** Subject to the restrictions set forth herein, Lessee shall be allowed to place such signage for an Event as Lessee deems necessary or reasonable. The Company will strictly enforce a Signage Code which will require that any signs posted by Lessee or participants meet quality and aesthetic standards (no handwritten signs). The Company will produce appropriate signs for Lessee, at Lessee's request and at Lessee's sole cost. Otherwise, Lessee may order signs directly from one of the Company's approved Official Signage Contractors. Signage orders should be placed as far in advance of the Event as possible, although service will be available throughout the Event. Only the Company's approved Official Signage Contractors will be allowed to make and erect sponsor or similar signs on the Facility site. Notwithstanding, Lessee may post signs such as its club insignia and competitor information signs in locations approved in advance by the Company.

[INTD: A PERMANENT SIGNAGE AGREEMENT FOR LESSEE'S SPONSORS WILL BE ADDRESSED IN A SEPARATE AGREEMENT.] - see Exhibit B

q. **Facilities.** The Company shall make available suitable facilities specified in Exhibit D for use by Lessee in the conduct of the Event. These facilities shall be provided in good and fully serviced condition and must be returned to the Company after each use in appropriate, clean and undamaged condition.

r. **Medical Requirements.**

i. **Provision of Emergency Medical Services.** At least thirty (30) days before the Event, the Company and Lessee will review the event plans and jointly develop an emergency medical plan for the provision of emergency medical services for the event. Emergency medical services will be provided in accordance with the Company's Medical Plan, and in conformance with existing local, state and federal law and regulations.

ii. **Stand-By and Emergency Transportation.** Prior to the Event the Company shall establish contact with local and major emergency services who shall be advised of the nature of the Event. In the event that emergency helicopter services, outside ambulances, fire truck or other emergency transportation or services are required, the same shall be ordered by the Company. Lessee shall be solely responsible for the costs and expenses arising therefrom.

iii. **Ambulance and EMT Requirements.** Lessee shall ensure that no on-track activities shall take place unless the required numbers of ambulances (established in the emergency medical plan) are on site and prepared to provide immediate response. Where only one ambulance/EMT team is required and it is required to leave the Facility during the Event (for any reason), all track activity must be stopped until it or a substitute unit returns to the Facility, or required number of Basic Life Support ambulances are on site and prepared to provide immediate response. BLS (Basic Life Support) is emergency medical service at the EMT level. EMT's have 120+ hours of training and can provide bandaging, splinting and basic airway management skills. EMT can operate an Automatic Defibrillator but cannot do cardiac monitoring, pacing or administer any medications. ALS (Advanced Life Support) is emergency medical service at the Advanced or Paramedic level. EMT-Advanced have 500+ hours of training, can administer intravenous fluids, provide limited medications for medical or trauma situations and provide advanced airway maneuvers. Paramedics have an average of 2000+ hours of training, perform all the skills of EMT and Advanced.

iv. **Costs.** Lessee shall pay all costs relating to the provision, service, transport of casualties and any other ambulance related activity.

v. **Other Medical Services.** Lessee may elect to have the Company arrange the provision of additional medical resources, such as a staffed medical facility, additional emergency medical services for participants, or air ambulance services. The costs for these additional services will be the sole responsibility of Lessee. Notice of such requirements must be made to the Company at least 30 days prior to the Event.

vi. **Medical Situation Reports.** Lessee is required to maintain a log of all emergency, medical and incident response situations and activities and to provide the Company with a copy of such log at the end of the Event.

5. CANCELLATION POLICY.

a. Terms as outlined in Exhibit B.

b. **Dangerous Conditions.** The Company reserves the right to cancel or postpone the Event if in the reasonable judgment of the Company the weather or condition of the vehicles or track/surface render the holding or continuance of the Event dangerous. This decision shall be the sole decision of the Company; provided, however, Lessee shall be consulted prior to any decision to cancel the Event. If the event is cancelled by the Company due to dangerous conditions, then, the Company will provide the Lessee 90% of the refundable Lease Fee as a credit to be used on a future event scheduled within one year's time. If the Event has already started, a Lease Fee credit will be determined based on a prorated amount for time used prior to cancellation, and is available for use on a future event scheduled within one year's time. If the Company cancels the Event due to dangerous conditions, and no future event is scheduled, 50% of the Lease Fee will be refunded."

c. **Rescheduling.** In the event the Event is cancelled pursuant to paragraph 5(b), the Company agrees to use its best efforts to provide an alternate lease date in the same calendar year (subject to availability) to Lessee for the Event to be rescheduled. The decision to reschedule, however, will be at the sole discretion of Lessee. In the event the Event is so cancelled prior to any racing activity taking place on that day, the Company agrees to provide Lessee with the use of the Facility on a date mutually agreed upon by the parties, under the same terms and conditions, but at a Lease Fee equal to fifty percent (50%) of the original Lease Fee.

6. INSURANCE.

Lessee will secure general liability and participant accident insurance coverage for the duration of the Event through a carrier authorized to do business in the State of Utah. Primary Liability coverage is required in the amount of \$5,000,000; along with excess medical policy a.k.a. Participant Accident Coverage with limits not less than \$10,000 Accidental Death & Dismemberment and \$50 weekly accident income benefit for fifty-two (52) weeks for Participants. Provided, however, for motorcycle events the Excess Medical limit of \$3,000 excess medical expense reimbursement; \$3,000 Accidental Death & Dismemberment and \$25 weekly accident income benefit for twenty-six (26) weeks for Participants will be accepted.

The policy must be a comprehensive general liability form and may either be a manuscript automobile racing policy or commercial general liability policy with endorsements that provide the amendments required to cover automobiles and motorcycle racing events.

Coverage must include, but not be limited to:

- i. Spectator/Public Bodily Injury Liability;
- ii. Promoter/Sponsor and Participant Liability;
- iii. Bodily Injury and Property Damage Liability, including Participant Legal Liability and Participants Property coverage with deductibles not less than \$1,000.
- iv. Refreshment/Product Liability, including Concession Hard Goods and Host Liquor Liability;
- v. Personal Injury/Advertising Liability, including false arrest, detention, imprisonment or malicious prosecution, libel, slander; wrongful entry or eviction.
- vi. Mobile Equipment Liability;
- vii. Incidental Medical Malpractice Liability;
- viii. Official Vehicle Physical Damage with a maximum of \$1,000 deductible;
- ix. Contractual Liability (written);
- x. Pollution - sudden and accidental; and
- xi. Errors and Omissions (minimum \$100,000).

If Lessee's employed personnel are engaged in the use of the Facility, Lessee shall maintain statutory worker's compensation insurance and participant accident insurance including death, disability, dismemberment and medical benefits for all its personnel engaged in the usage of the Facility.

Certificates evidencing the coverages described above shall be provided to the Company a minimum of thirty (30) days prior to the date the Event begins.

All policies shall include as named insured's the Company, all participants, car/motorcycle/kart owners, and sponsors for the event. The definition of participant must include drivers, mechanics, crew officials and managers of the Event, and those assisting the officials, managers, announcers, emergency and safety crews and security personnel and all other persons allowed access to restricted areas of the Facility.

The insurer must be admitted or approved to write insurance in the State of Utah. The insurer must have a minimum of Best A-VI rating. The insurer must agree to send a duplicate notice of cancellation to the Company at least thirty (30) days prior to such cancellation.

Each such policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Company.

The cost or premium for each and every such policy shall be paid by Lessee. If Lessee fails to maintain such insurance the Company shall have the right, but not the obligation, to do so, and to pay the cost or premium thereof, and in such event Lessee shall repay the Company, as additional Lease Fees, forthwith on demand the amount so paid.

Lessee may meet the insurance endorsement and cancellation provisions of this Agreement by obtaining the approval of the Company's liability insurance carrier to insure Lessee's activities at the Facility during the Term upon payment by Lessee to the Company's insurance carrier of the requested premium.

It is understood and agreed by and between the parties that obtaining such insurance by Lessee shall not absolve Lessee of liability to the Company, its affiliates, or to any other person claiming against Lessee or the Company for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses the Company or any other claimant.

The insurance policy must require the utilization of a system which secures properly executed and signed "Waiver and Release from Liability" forms from all Participants and their families and guests.

Lessee agrees to use these "Waiver and Release from Liability" forms and to ensure that all Participants and their families and guests duly complete and sign such forms prior to their being admitted to the Facility. Participants and their families and guests who fail or refuse to sign such release forms shall not be admitted to enter or to remain on the Facility until such forms are signed.

Copies of all signed forms must be provided to the Company at the end of the Event.

Employees of the Company shall be pre-registered and copies of release forms signed by such employees will be held by the Company on its premises. Such copies will be available for inspection by Lessee or Lessee's insurance provider on request.

7. INDEMNIFICATION; ASSUMPTION OF RISK; WAIVER AND RELEASE.

Lessee hereby releases and agrees to indemnify and hold harmless the Company and all of its affiliates, officers, members, managers, employees or agents, and their respective heirs, legal representatives, Tooele County, all successors and assigns (collectively, the "Released Parties") of, from and against any and all obligations, causes of action and claims (including, without limitation, reasonable attorneys' and expert witness fees and expenses) that may be claimed or asserted against any of the Released Parties by Lessee, any Participant, or by any employee or agent of Lessee and/or any other person or entity connected with or resulting from the Event for any and all reasons (but excluding the gross negligence or willful misconduct of the Released Parties). Lessee hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of the Released Parties or otherwise, while in or upon the Facility for any purpose, including competing, officiating, observing, working or participating in any use, event or activity. Lessee recognizes and understands that (a) there are inherent risks and dangers associated with participating in each use, event or activity and admission to the Facility that could cause severe bodily injury, disability or death; (b) the risks and dangers may be caused by the negligent actions or negligent failure to act of the Released Parties and others; and (c) all of the risks and dangers associated with participating in the Event or any other event and entry onto the Facility or other restricted areas may not be foreseeable at present, but are assumed by Lessee notwithstanding. Lessee hereby releases, discharges and covenants not to sue, and waives all claims against, the Released Parties from all liability to Lessee, Lessee's owners, personal representatives, assigns, executors, heirs, next of kin and successors for any and all claims, demands, causes of action, losses or damages on account of injury, including, but not limited to, death of Lessee, its owners, employees, agents, or Participants in the Event under this Agreement, or of any claimant's parent, guardian or next of kin, or for any and all damages to property caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise (but excluding the gross negligence or willful misconduct of the Released Parties), and indemnifies the Released Parties from and against any and all claims, actions or liabilities related to the Event or use of the Facility. At the end of the Event, Lessee shall return the Facility to the Company in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Lessee, to the extent such damage is not covered by the insurance maintained by Company, hereby indemnifies the Company against and assumes responsibility for any damage to the Facility caused by Lessee, its employees, agents or Participants during the Term. Company agrees to indemnify Lessee, and hold harmless the Lessee and all of its affiliates, officers, members, managers, employees or agents, and their respective heirs, legal representatives, all successors and assigns of, from and against any and all obligations, causes of action and claims (including, without limitation, reasonable attorneys' and expert witness fees and expenses) resulting from the gross negligence or willful misconduct of the Released Parties.

8. PARTICIPANT WAIVER AND RELEASE.

Lessee shall require each Event Participant, including any member, officer, director, employee or agent of Lessee, to execute appropriate release and waiver documentation as required by the Company, prior to the Participant entering in or upon the Facility and prior to any participation in the Event. Lessee shall deliver to the Company a copy of all executed Release and Waiver agreements within five (5) business days after the Term. Lessee shall indemnify and hold harmless the Released Parties from and against all obligations, causes of action and claims (including, without limitation, reasonable attorneys' and expert witness fees and expenses) that may be claimed or asserted against any Released Parties by reason of Lessee's failure to obtain a validly executed Release and Waiver agreement from any Participant.

9. ENTRY AND TERMINATION BY THE COMPANY.

The Company or its designated agents shall have the right to enter the Facility at any time during the Term of this Agreement to ensure that Lessee is in compliance with all Rules and Regulations of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Company, in its sole but good faith, determines that Lessee is not in compliance with the Facility's Rules and Regulations or with the provisions of this Agreement, or that there is substantial danger of damage or injury to the Facility, then the Company shall have the right to close the Facility and to end all Lessee activities thereon, including racing activity, until such time as Lessee is in compliance.

10. COMPANY RESPONSIBILITIES.

- a. **Physical Facilities.** The Company agrees to furnish Lessee the Facility as described herein for the conduct of the Event.
- b. **Equipment and Services.** The Company agrees to provide the equipment and services reasonably necessary to conduct all Event activities, including the supply of power, water and communications services. Other services, including catering service for competitors, may be requested by Lessee and will be provided upon the terms agreed upon by the parties.
- c. **Staff.** The Company will provide, at its cost, overnight security to ensure twenty-four (24) hour monitoring and access-control to the Facility. Event setup and Competitor load-in times will be established in a supplementary regulation document. Stand-by maintenance and repair staff during regular hours and an on-site manager whose responsibility it will be to coordinate all activities between Lessee and the Company during the Event. Access to event areas is defined in the Term in Exhibit A.

11. DUTIES OF LESSEE.

- a. **Overall Responsibility of Lessee.** Lessee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. The Company, in its reasonable discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle), or cancel or revoke this Agreement at any time with or without cause.
- b. **Facility Rules and Regulations.** The Company has adopted certain Rules and Regulations regarding use of the Facility and Lessee agrees to enforce these Rules and Regulations, as amended from time to time, throughout the duration of the Event.
- c. **Compliance with Contract and Rules.** Lessee must inform all Participants and Event attendees of the charges and rules set forth in this Agreement. Lessee shall comply with the rules set forth herein and shall use its best efforts to ensure that Event Participants and attendees comply with the rules and other terms of this Agreement.
- d. **Reputation and Good Name.** Lessee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Company and the Facility and that Lessee will conduct the Event in a manner that will not negatively affect such reputation and good name. Lessee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Company or the Facility.
- e. **Company's Rights of Interjection.** Lessee agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Facility Rule or Regulation, or anyone acting in contravention of the terms and conditions of this Agreement. The Company agrees not to exercise such rights without due cause. The Company agrees to advise Lessee if any person so removed is a Participant in the Event and in such case not to remove that person until notification has been made to Lessee.
- f. **Control of the Course.** Lessee shall have such authority and control as may be required for managing and conducting the Event, including control over the rented surface, and Lessee shall be responsible for verifying all Participants for the Event and shall be responsible for excluding all persons from the rented surface other than Participants.
- g. **Control of Event Personnel.** Lessee shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Lessee and agrees to ensure that such personnel conducts themselves, and all equipment that is used, in accordance with the provisions of this Agreement and with the Rules and Regulations of the Facility.
- h. **Adequate and Appropriate Staff.** Lessee shall retain an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner through the Company. If the Lessee wishes to provide

its own staff, they must obtain written approval from the Company. Lessee shall confirm with the Company that such staff is available (30) days prior to the first day of the Event. Lessee shall not operate any on-track activities unless the minimum required staff is on site and in their designated operating positions. If Lessee fails to furnish appropriate staff, the Company, in its reasonable discretion, will have the right to place additional staff on location at Lessee's sole cost and expense, or to terminate this Agreement. Such staff shall include:

- I. **Corner Workers.** Trained and experienced corner workers, preferably SCCA or similarly rated.
- II. **Registration Attendant(s).** To ensure efficient operation of Participant registration and access to the Facility.
- III. **Paddock Marshal(s).** Officials with the responsibility for efficient and timely parking of Participant vehicles in the paddock prior to the Event and for ensuring efficient paddock operations through the Event.
- IV. **Grid and Pit Lane Officials.** Persons with the responsibility for conducting all pre-grid, post race and pit lane activities, including ensuring that only appropriate vehicles and persons access the racing surfaces.
- V. **Race Control Personnel.** Officials charged with the safe and effective conduct of all on track activities.
- VI. **Official Contact Person.** A single contact person with whom the Company can communicate on a twenty-four (24) hour basis throughout the Event and who will be in a position of overall authority with respect to all Lessee activities and responsibilities.

I. **Public Events.** The Company has the sole right to determine whether the Event is to be made available for public access.

J. **No Supervision or Interference.** Lessee shall, without supervision or interference from the Company or any other person, conduct and be responsible for the registration, inspection, practice and program of activities at the Event.

K. **Event to Be Conducted in Accordance with Appropriate Rules.** Lessee warrants that the Event, including all racing activities, shall be conducted in accordance with the rules and regulations of the governing sanctioning body or authorizing club in effect as of the date of the Event.

L. **Identification of Facility Features.** For purposes of continuity and to reduce potential confusion, Lessee agrees to use only designated names and nomenclature for track elements such as corner names and numbers, worker and communication posts, rescue and response vehicle locations and other similar Facility features.

M. **Participant Ages.** No person under the age of sixteen (16) will be allowed in any Hot Pit location or to take part in any track or competitive activity without the prior express written approval of the Company in each instance. (This excludes Kart Track activities). Anyone under the age of eighteen (18) years as of the first day of the Event must have a waiver signed by a parent or legal guardian to be a Participant in the Event.

N. **Event Information and Regulations.** Lessee shall provide the Company with copies of Event Regulations and information related to the activities taking place at the Facility as part of the Event in advance of the Event.

12. DAMAGES AND RECOVERY.

Lessee will be responsible for all costs arising from the repair of the Facility property arising from damage due to actions by Participants or Lessee or its employees or agents during the Event. This damage shall include, but not be limited to, the following:

A. **Asphalt.** Lessee acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Lessee agrees to so advise the Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Lessee will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to not allow ANY driving of pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Lessee will pay the Company as follows for all asphalt damage sustained during the Event, provided that such damage is caused by an act or omission by Lessee or a Participant:

- I. Complete repair: an amount equal to \$500 per square foot repaired
- II. Fuel and/or Fluid spills: an amount equal to \$50 per bag of Oil Dry used to complete cleanup

B. **Guard Rails.** Lessee will pay the Company an amount equal to \$25 per foot for any guardrail that is damaged during the Event.

C. **Tire Barriers.** Lessee will pay the Company an amount equal to \$25 per foot for all tire barriers that are damaged during the Event.

D. **Fencing.** Lessee will pay the Company an amount equal to \$15 per foot for all fencing that is damaged during the Event.

13. INTERRUPTION.

The Company shall retain the right to cause interruption of the Event in the interest of public or Participant safety and to likewise cause the termination of the Event when, in the judgment of the Company, such act is necessary in the interest of public or Participant safety. In such event, Lessee waives any and all claims for damages or compensation from the Company.

14. LOSS OF USE OF THE FACILITY.

Should the Facility or any part thereof be destroyed or damaged by fire or any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, act of terrorism, or exercise of the police power or other unforeseen circumstance beyond the reasonable control of the Company shall render the fulfillment of this Agreement by the Company impracticable, the Company shall not make any refund to Lessee, nor shall the Company be liable or responsible to Lessee for any damage, consequential or otherwise, or loss caused thereby. Lessee shall have no liability hereunder for failure to fulfill its obligations for reasons beyond its control.

15. DEFAULT.

In addition to other events of default set forth elsewhere in this Agreement, a party shall be in default if it fails to carry insurance as required hereunder, has any of its checks returned for insufficient funds, substantially fails to observe or perform any of the material conditions or covenants contained in this Agreement (including the obligations to make payments), ceases its business as a going concern, becomes insolvent or bankrupt or a bankruptcy or other insolvency proceeding is initiated against it (each of which events are referred to as a "Default"). In the event of a Default by Lessee, all monies held hereunder may (at the Company's election) be applied to any and all Lease Fees, sales taxes or other charges due at the date of Default. Further, in the event of a Default by either party, the non-defaulting party shall have the option to terminate this Agreement and all rights hereunder. In the event of such termination, the defaulting party shall be obligated to pay to the non-defaulting party, on demand, any actual and documented damages sustained by the non-defaulting party by reason of the defaulting party's actions or inaction and the resulting termination of this Agreement, plus reasonable attorney fees incurred as a result of such Default. An election by either party to adopt one or more of its remedies does not prevent the enforcement of other remedies or rights available concurrently or thereafter. The provisions of this paragraph shall be cumulative to any other remedies contained in this Agreement.

16. NOTICE OF DEFAULT AND RIGHT TO CURE.

Prior to terminating this Agreement due to a Default, or to taking any action for injunctive relief or damages, the defaulting party shall be given written notice specifying the Default with particularity, and shall thereupon have a reasonable period within which to commence and cure such Default. In the event a party fails to complete the cure of any such Default with reasonable diligence and within a reasonable period of time after such notice, the other party may terminate this Agreement without further obligation and pursue any other legal remedies, including an action for injunctive relief or damages.

17. NOISE CONTROL.

a. **Sound Limits.** The Company retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are required to be enforced by Lessee, Lessee and Participants should be aware that the Company may, at any time up to the beginning of the Event and in its reasonable discretion, choose to impose a noise control system. Such system is likely to be similar to that operated by the Sports Car Club of America at their National race events. This would require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dba) measured on a fast response setting at 60ft (+/- 2 feet) from the edge of the course being used. If the Company imposes noise restrictions, Lessee will be required to inform their Participants and enforce the restrictions.

b. **Noise Time Limits.** No race engines may be run before 7:30 a.m. or after 9:00 p.m.

c. **Quiet Periods.** The Company may require that a quiet period be maintained (for example during church services). Such times will be communicated to Lessee within (30) days before the Term begins.

18. HAZARDOUS AND WASTE MATERIALS.

The Company and Lessee shall enforce strict compliance with all Federal and State laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

a. **Waste Products.** The Company shall erect, at various locations in the paddocks and pit lanes, a number of collection facilities for used fluids and waste materials. Participants are required to make use of such collection facilities for all waste material and fluid disposal, using the appropriate receptacles (as identified on each receptacle).

b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, following regular track procedures (by corner workers and paddock officials) in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company if they cannot be immediately addressed and repaired by Lessee.

c. **Used Tires.** The Company shall make available an outlet for used tires as described in Exhibit C. Any used tires left on site and not properly disposed of will become the responsibility of the Lessee.

19. MISCELLANEOUS FACILITY AND EVENT RULES

Lessee acknowledges and agrees to ensure that all participants are informed of the Facilities Rules and Regulations and to ensure, using Lessee's best efforts, that participants abide by these rules. The Rules and Regulations are set forth in Appendix C of this Agreement.

20. NO PARTNERSHIP.

The Company does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of either the Company's business or Lessee's Event or otherwise.

21. ATTORNEYS' FEES.

In the event the Company shall enforce the terms of this Agreement due to a breach of this Agreement, whether or not suit is instituted, the Company shall be entitled to recover its costs and expenses incident thereto, including reasonable attorneys' and expert witness fees and expenses.

22. NOTICES.

All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by facsimile or express mail to the address or fax number of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service; and (iv) on the first business day following the date of transmission if sent by facsimile, but only if each fax transmission is confirmed by also mailing or delivering a copy thereof as provided by this Agreement. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 24.

23. GOVERNING LAW.

This Agreement will be governed by the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State. Any action to enforce this Agreement shall be commenced and maintained in Salt Lake County, State of Utah.

24. SEVERABILITY; INTERPRETATION.

In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect. If the approval or consent of Company is required hereunder, then Company agrees that, except as otherwise expressly stated, such approval or consent will not be unreasonably withheld, conditioned or delayed.

25. SUCCESSORS AND ASSIGNS.

This Agreement will be binding upon Lessee's heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Company, its successors and assigns; provided, however, that Lessee may not assign or sublease any of Lessee's rights, or delegate any of Lessee's duties, under this Agreement without the Company's prior written consent.

26. MULTIPLE COUNTERPARTS.

This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. For the purposes of this Agreement, a signature by facsimile shall be deemed an original.

27. MULTIPLE EVENTS.

This Agreement may be used for multiple events during the calendar year if intended by the parties by executing an event-specific Exhibit A and Exhibit B, which shall be initiated by Lessee and incorporated by reference into this Agreement.

28. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement and understanding between the Company and Lessee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Lessee and the Company. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

THE COMPANY:

Utah Motorsports Campus

LESSEE:

The McKeever Group, LLC

By [Signature]

By _____

Printed Name: Alan L. Wilson

Printed Name: Dan McKeever

Title: VICE-CHAIRMAN / PRESIDENT

Title: Manager

Date: 12-3-15

Date: _____

Address: 2901 N Sheep Lane Tooele, UT 84074

Address: 689 Tilbury Court Grantsville, UT 84029

EXHIBIT A – EVENT DETAILS

This Exhibit shall set forth the specific details concerning the use of the Premises by the Lessee and shall be deemed to be a part of the Agreement referred to above.

1. **Type of Event:** Lessee shall use the Track solely for the purpose of conducting Performance Driving School Event.
 - a. Max number of vehicles on the track will be twenty (20)
 - b. Lessee shall submit to the Company the Lessee's daily schedule of events at least thirty (30) days prior to the first day of the event. Final schedule due seven (7) days prior to the first day of the event
2. **Track times:** The Company agrees to make the Track and/or Surface available to the Lessee for event use on a Full Day basis (see description below) from 8:00am until 5:00pm on each day of the term. Approval to run after stated end time must be obtained from UMC management and no guarantee will be available. *Start & End times of Evening Rentals may be impacted by the day's previous track activity and necessary clean up.*
3. **Lunch hour:** The Lessee will not operate on the track portion of the facility from approximately Noon until 1:00PM to allow staff the ability to rest and have lunch. During this period the Company will have the right to use the Track for any purpose of its choice. *If the Lessee wishes to use the track for any activity during lunch, prior approval must be received in advance.*
4. **Facility Access:** The Company agrees to make the track, paddock, midway, parking lot B, off-road courses (if rented) available to the Lessee before agreed upon hours (including the evening prior) for the purpose of either staging or course set up. This is based on area availability
5. **Term:**

The parties agree that the term of this Agreement (the "Term") is outlined in Exhibit B.
6. **Lease Fee.** Lessee agrees to pay the Company rent (the "Lease Fee") as outline in Exhibit D.
7. **Insurance.** The McKeever Group will provide event insurance as specified in the Agreement.
8. **Facility.** Lessee shall be granted use of the track(s) or track combinations, facilities and equipment as outlined in Exhibit D.
9. **Track Rental Terms.** Track rental terms are as follow:
 - Full Day, 8:00 AM – 5:00 PM with a mandatory one-hour lunch break.
 - Early Morning, Sunrise – 8:00 AM
 - Morning, 8:00 AM – 12:00 PM
 - Lunch, 12:00 PM – 1:00 PM
 - Afternoon, 1:00 PM – 5:00 PM
 - Late Afternoon, 5:00 PM - Dusk

Exhibit B - TERMS

In the event of conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of this Exhibit B shall control.

1. Agreement: Four (4) years beginning January 1, 2016
2. Applied Discounts:
 - a. 2016: 22% discount
 - b. 2017: 20% discount
 - c. 2018: 19% discount
 - d. 2019: 18% discount
3. New program discounts
 - a. 18%
4. Track Rentals:
 - a. 100 days guaranteed
 - b. 40 plus days scheduled but subject to cancellation policy
5. Facility Rentals:
 - a. Use of Off-Road and paddock areas as outlined in Exhibit D to execute a minimum of 18 two day Michelin LT Seminars
 - b. Use of other paved areas such as the midway, west paddock and parking lot B to support the school programs as outlined in Exhibit D.
6. Facility Access
 - a. Access to rental areas including track, paddock, midway, parking lot B, garages and classrooms will be allowed in advance of hours outlined in Exhibit B where possible for the purpose of set up and staging. This will be based on facility availability.
7. Cancellation Policy
 - a. If cancellation is requested sixty (60) or more days prior to the date the Event was scheduled to begin, the Company will refund one hundred percent (100%) of the refundable Lease Fee paid to date.
 - b. If cancellation is requested less than sixty (60) days prior to the date the Event was scheduled to begin, the Company will refund fifty percent (50%) of the refundable Lease Fee paid to date.
 - c. If cancellation is requested less than thirty (30) days prior to the date the Event was scheduled to begin, the Company will refund twenty five percent (25%) of the refundable Lease Fee paid to date.
8. Rescheduling Policy
 - a. If rescheduling of an Event is requested thirty (30) or more days prior to the date the Event was scheduled to begin and an optional date is available in that calendar year, no rescheduling fees will apply.
 - b. If rescheduling of an Event is requested less than thirty (30) days prior to the date the Event was scheduled to begin and an optional date is available in that calendar year, a twenty five percent (25%) rescheduling fee will apply.
9. Web Site Link
 - a. The Company agrees to include the Lessee's logo and link on the official facility web site.
10. Directional Signage
 - a. The Company agrees to include the Lessee's logo on all applicable facility directional signage
11. Signage
 - a. The Company agrees to allow the Lessee to have permanent signage in all areas leased on a monthly basis including, but not limited to, the school receptions, offices, classroom and garages
 - b. The Company agrees to allow the Lessee to have temporary signage in all areas leased on a daily basis including, but not limited to, classrooms, paddock, midway, parking lot B and west paddock.
12. Company Assets
 - a. All assets of the Lessee are the sole property of the Lessee and are not for use by the Company and its representatives
13. Considerations
 - a. Medical Costs shared when multiple tracks are in use
 - b. The Lessee will be allowed to provide their own track marshals and race control provided they are properly trained to UMC standards.
14. Commercial Items to be sold by Lessee [Insert If any.]

Exhibit C - FACILITY RULES and REGULATIONS

This Exhibit shall set forth the specific details concerning the additional terms and conditions that apply at the Facility and shall be deemed to be a part of the Agreement referred to above. Lessee hereby acknowledges the following terms and conditions apply. Lessee may also request a condensed version of the Facility Rules and Regulations with additional information to be distributed to participants and guests; known as Supplementary Regulations.

ACCESS TO THE FACILITY

Waiver Policy. All persons entering Utah Motorsports Campus ("UMC") property (the "Facility") are required to sign appropriate UMC Release and Waiver of Liability and Indemnity Agreement Forms (and Sanctioning Body forms for competitive events). THERE ARE NO EXCEPTIONS.

Minors. All minors must be under the direct supervision of an adult at all times. Any minors participating in event activity must have the appropriate liability waiver properly completed prior to participation.

Pets. All pets must be kept on a leash or within a confined space (car, RV, transporter area, etc.) and all pet waste must be removed and properly disposed of. Fines may be levied against anyone that does not adhere to these rules.

TRACK AND PADDOCK AREAS

Unauthorized Use of the Track(s). Only authorized vehicles will be allowed to go on the UMC courses. Drivers and passengers must be participants in a formal track activity authorized by UMC, have signed the appropriate waivers, have paid the appropriate use fees or have received specific authority from UMC management before accessing any course. Unauthorized driving on the courses shall be considered grounds for removal of the driver and vehicle from the Facility and the imposition of a ban of future access to the Facility. Access to the track for persons walking or riding bicycles may be permitted at certain times as determined by UMC management and then only when no other track activities are taking place.

Unauthorized Use of the Paddock. Garage renters and others with special access to the Facility may not park on the paddock at any time unless as a participant in an event where they have paid to park.

Use of Garages. All UMC Garage Policies and rules set forth in the Supplementary Regulations must be followed in relation to the garages; including no refueling of vehicles within the garage walls.

Signage. All signage must be approved in writing by UMC. Any signage must conform to aesthetic and other specifications required by UMC. At no time can signage cover existing facility signage.

Track Direction. Driving counter track direction is forbidden at all times. All road courses and pit lanes must be used only in a counter-clockwise direction (Exception - The kart track which must be used only in the direction posted).

Paddock Speed Limits. The Speed Limit for all vehicles in any paddock area is 15 miles per hour. Fines will be levied against anyone who is deemed to be driving or riding any vehicle in an unsafe manner or at a speed considered by UMC to be in excess of the speed limit.

Pit Lane Speed Limits. A speed limit is imposed for all vehicles in the pit lanes at all times. Unless otherwise approved by MMP the speed limit is 35 miles per hour. Fines may be imposed for any transgression of this rule.

ATV's and Other Paddock Vehicles. The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, four wheelers and dirt bikes shall be restricted to their use as service vehicles for competitors and shall be used only in the paddock area and on paved surfaces and only during event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles in the paddock or on any of the general or public access areas. UMC reserves the right to further restrict the use of these vehicles and/or confiscate if, in the reasonable discretion of UMC such use is a danger or annoyance to other persons.

User Fees. UMC reserves the right to charge a use fee for such vehicles.

Driving/Riding While Impaired. No vehicles shall be driven or ridden on any UMC property by any person who is under the influence of alcohol or drugs. UMC reserves the right to remove any person who is in violation of this rule from the Facility for the duration of the event and to forbid such person's attendance at future events.

Sound Limits. UMC retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are to be enforced without UMC's written notice, UMC may at any time and in its reasonable discretion, choose to impose a noise control system. Such limits are likely to be similar to those operated by the Sports Car Club of America at their National race events. These require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dba) measured on a fast response setting at 50ft (=/- 2 feet) from the edge of the track. (See SCCA 2005 GCR's Section 12).

BEHAVIOR

Use of Alcohol. All State, County and other regulatory liquor laws and regulations will apply. No alcoholic beverages may be consumed in the pit or paddock areas until 30 minutes after the end of the final event or track activity of each day.

Substance Abuse. No use of controlled substances is permitted at Utah Motorsports Campus. Anyone found using controlled substances illegally, or who appears to be under the influence of alcohol while using any of the UMC facilities will be summarily removed from the Facility.

Fireworks and Weapons. No fireworks, firearms or weapons of any kind are permitted anywhere on the Facility.

Noise in the Paddock. Paddock quiet times must be respected (10:00 pm to 6:00 am).

Engine Noise Time Limits. No race engines may be run before 7:30 am or after 9:00 pm.

Quiet Periods. UMC may require that a quiet period (no race engines) be maintained (for example during church services). Notice of quiet periods will be posted on the UMC website and on the paddock notice boards.

DAMAGE TO UMC PROPERTY

Damage to MMP Property. Anyone who causes damage to UMC property, including equipment, buildings, vehicles, fences, safety systems, grass and landscaped areas will be held responsible for all costs relating to replacement or repair.

Damage to Paved Surfaces. No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat blocks or wood squares should be used to distribute weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands and kart stands.

No Painting or Markings on Paved Surfaces. Under no circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, verges or pit lanes. This expressly includes markings on the surface intended to provide guide points to braking, turning or other driving situations.

Paddock/Course Layout. Only a chalk-based paint or chalk may be used for paddock/course layout.

No Signs, Decals or Notices. No decals, signs, painting, marking or advertising of any kind are permitted to be placed on the premises at any time without the prior written consent of UMC.

Signage Code. UMC will strictly enforce a Signage Code which will require that any signs posted (only with UMC approval) must meet quality and aesthetic standards (no handwritten signs). Only the UMC approved Official Signage Contractor will be allowed to make and erect sponsor or similar signs on site.

Signage and Decals. No UMC signage or advertising displays shall be defaced in any way, nor be removed or covered over.

PADDOCK CAMPING

Camping. UMC may, in its reasonable discretion, permit overnight camping in the paddock and adjacent parking areas during events. UMC retains the rights to charge a fee for camping, which fee will include 24-hour security/access control.

Campfires. Open and ground fires are not permitted. Barbecues, hibachis and like heating and cooking equipment may be used only in defined areas.

Quiet Time. Camping quiet time begins at 10:00 pm and ends at 6:00 am.

Electricity and RV Hook-Ups. No one may use any UMC electrical or waste hook-up facilities at any time without the consent of MMP and the use of such facilities will be subject to fees payable in advance of use. Electrical cords of any kind are not to run across any roadway at any time.

SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS

UMC will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.

Waste Products. UMC shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. Participants are required to make use of these for all waste material and fluid disposal, using the appropriate receptacles (as identified on each drum).

Hazardous Material Control. Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., may occur and can cause significant damage to paved and grass surfaces and the environment as well as creating

dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. UMC management must immediately be advised of all spills.

Trash and Waste Disposal. All trash shall be deposited in trash containers. UMC reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

Used Tires. Any used tires should be properly disposed of and not left on site. You may, for a small fee, dispose of your used tires at the Kart Center.

Combustible Materials. All oxygen, acetylene, propane and other pressurized cylinders with combustible gas must be securely fastened to a carrier.

Fences. No climbing on, through, or removal of, any fence.

Fire Extinguishers. Each competitor must have at least one (1) portable dry chemical fire extinguisher with a rating of at least 12BC available and in good working condition in the competitor's pit and/or paddock area.

INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.

Company Intellectual and Commercial Rights. Lessee agrees that the Company will retain all commercial and intellectual rights to the Facility and all activities of whatever nature that take place on the Facility; that the Company, in its reasonable discretion, may make certain rights available to Lessee, under the terms and conditions of this Agreement, for fee or other consideration and only for the Term of this Agreement; and that Lessee may not, without the prior express written consent of the Company, assume the right to conduct, operate, sell, market or otherwise distribute or dispose of any such commercial or intellectual rights.

Media. Lessee agrees that there shall be no media presence, nor any commercial photographs or video taping of any activity to be undertaken during the Event without the Company's prior written consent.

Television, Broadcasting, Film, Electronic Media and Photographic Rights. The Company specifically retains all rights to commercial exploitation of the Facility and the Event, for film, television, video, audio, electronic game or training program, audio and photographic purposes.

Access for Company Guests. The Company retains the right to admit anyone of its choosing to the Event and to the Facility during the Event, at the Company's reasonable discretion.

Advertising and Use of Company Names and Trademarks. Lessee agrees that all advertising and promotion of the Event will be truthful and accurate and at the sole expense of Lessee. The Company may agree, in its reasonable discretion, to participate in the cost of advertising. Lessee may not use the name Utah Motorsports Campus or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from the Event or its related activities, or otherwise, without the prior written consent of the Company. However, Lessee shall have reasonable rights to commercially use these names, in a non-exclusive manner, for use in the conduct and promotion of the Event.

Sales Rights. Except as set forth on Exhibit B, Lessee agrees that the Company will retain all rights for the sale of any products, goods or services at the Facility. Neither Lessee nor any Participant will have the right, without the Company's written advance permission, to sell or trade any product or service at the Facility. The items set forth on Exhibit B are deemed approved by Company. The Company reserves the right to charge a fee and/or commission, as determined by the Company, on the sale of any item or service for which it may, in its reasonable discretion grant such written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food and beverage (including alcoholic beverages), gifts and accessories, clothing, safety equipment, merchandise, souvenirs, parking, hospitality activities in all its forms (including catering), displays, sponsorship, signage, Facility access fees, credentials or any other item of trade or service. Notwithstanding the foregoing, no fee or commission shall be paid to Company for Lessee's sale of the items set forth on Exhibit B. In the event the Company grants Lessee or its agent the right to sell or trade any such product or service, Lessee (or the agent) must obtain all necessary certificates of authority to collect and remit sales and use taxes to appropriate governmental authorities, and will otherwise comply with all laws imposed by any governmental bodies having jurisdiction over Lessee or the Event. Any such approved vendors (Lessee or its agents) must comply with all insurance requirements defined by the Company and must provide Certificates of Insurance in advance of commencing activities on the Facility. Further the Company retains the right to exclude or remove from the Facility any participant who transports any such item onto the Facility premises, if, in the Company's reasonable determination such item is intended for sale.

Company Commercial Rights. Lessee agrees and warrants that it has no rights to secure, sell, trade or offer, to any person or entity, sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, for the Event that relate in any way to the Company's intellectual or physical properties.

Lessee Commercial Rights. Lessee will however retain rights to sponsorship and similar rights for its own properties, such as event naming rights, on the condition that such rights do not impose any responsibilities for the Company to support, service or provide facilities for or in any way compel the Company to participate in any activities; and provided that Lessee advises the Company in advance of the Event that such sponsorship conditions exist. The Company agrees to be responsive to Lessee's prior sponsorship arrangements and to reasonably work with Lessee and Lessee's sponsors in such a way as to support the Event,

subject to the understanding that the Company may, in its reasonable discretion, apply fees and costs to any such services provided, and on condition that such activities do not impose conflicts with the Company's existing sponsorship or other commercial or contracted relationships.

Company's Right to Sell Sponsorship. The Company retains the right to sell or market sponsorship, hospitality, signage, and other related products for the Event, and to retain all income therefrom.

Signage and Decals. None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Lessee or any Participant. Further, Lessee agrees that no signage of any kind may be erected or shown on the Facility relating to the Event, Sponsors or Participants without the prior written approval of the Company, for which service the Company may, in its reasonable discretion, assess fees and cost charges. Notwithstanding, Participants are free to display any signage, identification or commercial sponsorship identity or advertising (subject only to the Company's considerations of good taste) on their race vehicles, support vehicles, clothing or within their allocated parking and pit areas at all times during the Event.

Displays, Sampling and Expositions. Lessee agrees that neither Lessee nor the Event Participants will have the right to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on the Facility property without the prior written approval of the Company, and that the Company has the right to levy fees or charges in connection with such approval; except that Participants and Lessee are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved in advance by the Company.

Lessee Marketing Opportunities. The Company agrees to provide Lessee with a designated location within the paddock area, to be selected by the Company, for the display, sale and marketing of Lessee specific promotional materials, merchandise and souvenirs, at no charge to Lessee and subject only to confirmation that products to be sold or marketed are directly related to Lessee activities.

Spectator Access. It is the Company's defined policy to open the Facility and all competition events taking place at the Facility to the general public, and Lessee therefore agrees that any spectators admitted to the Facility by the Company shall have the ability to access the spectator areas and paddock throughout the period of the Event, restricted only by defined gate opening and closing times. The Company may in its reasonable discretion charge admission fees to such spectators for the Event, and the Company shall retain all such revenue for its own account and shall not in any way be required to make financial payment to Lessee in respect of any spectator revenues generated thereby. All costs involved in making public access possible, including insurance, staffing, etc., will be the sole responsibility of the Company.

GENERAL REGULATIONS.

Clubhouse Access. The Utah Motorsports Campus Clubhouse is generally available only for the exclusive use of its members and their guests. However, there are many events that provide public access for food service, etc. Access to this facility may be restricted and UMC reserves the right to charge appropriate access fees.

Unmanned Aircraft Systems (Drones). The use of any UAS is expressly prohibited at the facility at any time.

24-Hour Security. The Facility will be open for participant access on a 24-Hour basis, through defined gates and by event or MMP credential.

Notices. No unauthorized notices of any kind may be posted, taped, painted or written on any MMP surface, building, facility, equipment or structure. Paddock notice boards will be provided for such notices, which shall include notices posted by participants offering equipment, vehicles, etc for sale. Such notices will be removed at the end of each event.

UMC reserves the right to impose additional rules and regulations at any time.

Exhibit D – FACILITY FEE AND USE SCHEDULE

2016

<u>Ford Performance Racing School: Day 1/GT350</u>				
East or West Course	Retail Price	Amount	Duration	Total
West Paddock or Midway (am only)	\$ 8,500	1	1	\$ 8,500
Parking B (am only)	\$ 700	Included		
Day Garages 1-6, 16-20	\$ 500	1	0.5	\$ 250
Classroom 2 or 4	\$ 75	Included		
Museum Rental (dinner)	\$ 50	Included		
Medical*	TBD			
	\$ 400	1	0.5	\$ 200
Retail Total				\$ 5,950
22% Discount				\$ 1,309
Discounted Total				\$ 4,641
<u>Ford Performance Racing School: Day 2 (NASA Friday)</u>				
Day Garages 1-6, 16-20	\$ 75	12	1	\$ 900
Classroom 2 or 4	\$ 50	1	1	\$ 50
FPRS to arrange track time directly with NASA Utah				
Retail Total				\$ 950
22% Discount				\$ 209
Discounted Total				\$ 741
<u>Ford Performance Racing School: Day 2</u>				
East or West Course	Retail Price	Amount	Duration	Total
Day Garages 1-6, 16-20	\$ 5,500	1	1	\$ 5,500
Classroom 2 or 4	\$ 75	Included		
Medical	\$ 50	Included		
	\$ 400	1	1	\$ 400
Retail Total				\$ 5,900
22% Discount				\$ 1,298
Discounted Total				\$ 4,602
<u>Race Rentals/Licensing</u>				
Day Garages 1-2, 16-20	Retail Price	Amount	Duration	Total
Classroom 2 or 4	\$ 75	4	1	\$ 300
Drivers register directly with NASA	\$ 50	1	1	\$ 50
Retail Total				\$ 350
22% Discount				\$ 77
Discounted Total				\$ 273
<u>ST Octane Academy (off-season)</u>				
East or West Course	Retail Price	Amount	Duration	Total
West Paddock	\$ 3,000	1	1	\$ 3,000
Midway (am only)	\$ 700	Included		
West or East Day Garage	\$ 700	1	0.5	\$ 350
Day Garages 1-6, 16-20	\$ 500	1	1	\$ 500
Classroom 2 or 4	\$ 75	Included		
Medical	\$ 50	Included		
	\$ 400	1	0.5	\$ 200
Retail Total				\$ 4,050
22% Discount				\$ 891
Discounted Total				\$ 3,159
<u>ST Octane Academy</u>				
East or West Course	Retail Price	Amount	Duration	Total
West Paddock	\$ 5,500	1	1	\$ 5,500
Midway (am only)	\$ 700	Included		
West or East Day Garage	\$ 700	1	0.5	\$ 350
Day Garages 1-6, 16-20	\$ 500	1	1	\$ 500
Classroom 2 or 4	\$ 75	Included		
Medical	\$ 50	Included		
	\$ 400	1	0.5	\$ 200
Retail Total				\$ 6,550
22% Discount				\$ 1,441
Discounted Total				\$ 5,109
<u>GT350/Octane Academy</u>				
East or West Course	Retail Price	Amount	Duration	Total
West Paddock	\$ 5,500	1	1	\$ 5,500
	\$ 700	Included		

Parking B (am only)	\$	500	1	0.5	\$	250
Midway (am only)	\$	700	1	0.5	\$	350
West or East Day Garage	\$	500	1	1	\$	500
Day Garages 1-8, 16-20	\$	75	Included			
Classroom 2 or 4	\$	50	Included			
Museum Rental (dinner)	TBD					
Miller Suites #3	\$	125	1	1	\$	125
Medical	\$	400	1	1	\$	400
Retail Total						\$ 7,125
22% Discount						\$ 1,568
Discounted Total						\$ 5,558
GT350 Upgrade Day	Retail Price	Amount	Duration		Total	
East or West Course	\$ 6,500	1	1		\$ 6,500	
Day Garages 1-8, 16-20	\$ 75	Included				
Classroom 2 or 4	\$ 50	Included				
Medical	\$ 400	1	1		\$ 400	
Retail Total						\$ 5,900
22% Discount						\$ 1,298
Discounted Total						\$ 4,602
Michelin LT Training Seminar: Day 1	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
Rock Crawling Course/Sand Pit	\$ 1,000	1	1		\$ 1,000	
Off-Road Handling Course (pm only)	\$ 250	1	0.5		\$ 125	
Midway	\$ 700	1	1		\$ 700	
Water Truck	\$ 100	1	2		\$ 200	
Legends Hall (lunch)	\$ 75	1	1		\$ 75	
Retail Total						\$ 2,325
22% Discount						\$ 512
Discounted Total						\$ 1,814
Michelin LT Training Seminar: Day 2	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
Rock Crawling Course (am only)	\$ 1,000	1	0.5		\$ 500	
Retail Total						\$ 725
22% Discount						\$ 160
Discounted Total						\$ 566
Michelin UHP Training Seminar: Day 1	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
West Paddock	\$ 700	1	1		\$ 700	
Parking Lot B	\$ 500	1	1		\$ 500	
Water Truck	\$ 100	1	2		\$ 200	
Legends Hall (lunch)	\$ 75	1	1		\$ 75	
Retail Total						\$ 1,700
22% Discount						\$ 374
Discounted Total						\$ 1,326
Michelin UHP Training Seminar: Day 2	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
West Paddock	\$ 700	1	1		\$ 700	
Midway	\$ 700	1	1		\$ 700	
Water Truck	\$ 100	1	2		\$ 200	
Legends Hall (lunch)	\$ 75	1	1		\$ 75	
Retail Total						\$ 1,900
22% Discount						\$ 418
Discounted Total						\$ 1,482

2017

Ford Performance Racing School: Day 1/GT350	Retail Price	Amount	Duration	Total
East or West Course	\$ 6,500	1	1	\$ 6,500
West Paddock or Midway (am only)	\$ 700	Included		
Parking B (am only)	\$ 500	1	0.5	\$ 250
Day Garages 1-8, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		

Museum Rental (dinner)	TBD				
Medical*	\$ 400	1	0.5	\$	200
Retail Total					\$ 5,950
20% Discount					\$ 1,190
Discounted Total					\$ 4,760
<u>Ford Performance Racing School: Day 2 (NASA Friday)</u>					
Day Garages 1-6, 16-20	\$ 75	12	1	\$	900
Classroom 2 or 4	\$ 50	1	1	\$	50
FPRS to arrange track time directly with NASA Utah					
Retail Total					\$ 950
20% Discount					\$ 180
Discounted Total					\$ 760
<u>Ford Performance Racing School: Day 2</u>					
East or West Course	Retail Price \$ 5,500	Amount 1	Duration 1	Total	\$ 5,500
Day Garages 1-6, 16-20	\$ 75	Included			
Classroom 2 or 4	\$ 50	Included			
Medical	\$ 400	1	1	\$	400
Retail Total					\$ 5,900
20% Discount					\$ 1,180
Discounted Total					\$ 4,720
<u>Race Rentals/Licensing</u>					
Day Garages 1-2, 19-20	Retail Price \$ 75	Amount 4	Duration 1	Total	\$ 300
Classroom 2 or 4	\$ 50	1	1	\$	50
Drivers register directly with NASA					
Retail Total					\$ 350
20% Discount					\$ 70
Discounted Total					\$ 280
<u>ST Octane Academy (off-season)</u>					
East or West Course	Retail Price \$ 3,000	Amount 1	Duration 1	Total	\$ 3,000
West Paddock	\$ 700	Included			
Midway (am only)	\$ 700	1	0.5	\$	350
West or East Day Garage	\$ 500	1	1	\$	500
Day Garages 1-6, 16-20	\$ 75	Included			
Classroom 2 or 4	\$ 50	Included			
Medical	\$ 400	1	0.5	\$	200
Retail Total					\$ 4,050
20% Discount					\$ 810
Discounted Total					\$ 3,240
<u>ST Octane Academy</u>					
East or West Course	Retail Price \$ 5,500	Amount 1	Duration 1	Total	\$ 5,500
West Paddock	\$ 700	Included			
Midway (am only)	\$ 700	1	0.5	\$	350
West or East Day Garage	\$ 500	1	1	\$	500
Day Garages 1-6, 16-20	\$ 75	Included			
Classroom 2 or 4	\$ 50	Included			
Medical	\$ 400	1	0.5	\$	200
Retail Total					\$ 6,550
20% Discount					\$ 1,310
Discounted Total					\$ 5,240
<u>GT350/Octane Academy</u>					
East or West Course	Retail Price \$ 5,500	Amount 1	Duration 1	Total	\$ 5,500
West Paddock	\$ 700	Included			
Parking B (am only)	\$ 500	1	0.5	\$	250
Midway (am only)	\$ 700	1	0.5	\$	350
West or East Day Garage	\$ 500	1	1	\$	500
Day Garages 1-6, 16-20	\$ 75	Included			
Classroom 2 or 4	\$ 50	Included			
Museum Rental (dinner)	TBD				
Miller Suites #3	\$ 125	1	1	\$	125
Medical	\$ 400	1	1	\$	400
Retail Total					\$ 7,125

20% Discount				\$ 1,425
Discounted Total				\$ 6,700
GT350 Upgrade Day				
East or West Course	Retail Price	Amount	Duration	Total
Day Garages 1-6, 16-20	\$ 5,500	1	1	\$ 5,500
Classroom 2 or 4	\$ 75	Included		
Medical	\$ 50	Included		
	\$ 400	1	1	\$ 400
Retail Total				\$ 6,900
20% Discount				\$ 1,180
Discounted Total				\$ 4,720
Michelin LT Training Seminar: Day 1				
Michelin Training Room	Retail Price	Amount	Duration	Total
Rock Crawling Course/Sand Pit	\$ 225	1	1	\$ 225
Off-Road Handling Course (pm only)	\$ 1,000	1	1	\$ 1,000
Midway	\$ 250	1	0.5	\$ 125
Water Truck	\$ 700	1	1	\$ 700
Legends Hall (lunch)	\$ 100	1	2	\$ 200
	\$ 75	1	1	\$ 75
Retail Total				\$ 2,325
20% Discount				\$ 465
Discounted Total				\$ 1,860
Michelin LT Training Seminar: Day 2				
Michelin Training Room	Retail Price	Amount	Duration	Total
Rock Crawling Course (am only)	\$ 225	1	1	\$ 225
	\$ 1,000	1	0.5	\$ 500
Retail Total				\$ 725
20% Discount				\$ 145
Discounted Total				\$ 580
Michelin UHP Training Seminar: Day 1				
Michelin Training Room	Retail Price	Amount	Duration	Total
West Paddock	\$ 225	1	1	\$ 225
Parking Lot B	\$ 700	1	1	\$ 700
Water Truck	\$ 500	1	1	\$ 500
Legends Hall (lunch)	\$ 100	1	2	\$ 200
	\$ 75	1	1	\$ 75
Retail Total				\$ 1,700
20% Discount				\$ 340
Discounted Total				\$ 1,360
Michelin UHP Training Seminar: Day 2				
Michelin Training Room	Retail Price	Amount	Duration	Total
West Paddock	\$ 225	1	1	\$ 225
Midway	\$ 700	1	1	\$ 700
Water Truck	\$ 700	1	1	\$ 700
Legends Hall (lunch)	\$ 100	1	2	\$ 200
	\$ 75	1	1	\$ 75
Retail Total				\$ 1,900
20% Discount				\$ 380
Discounted Total				\$ 1,520

2018

Ford Performance Racing School: Day 1/GT350				
East or West Course	Retail Price	Amount	Duration	Total
West Paddock or Midway (am only)	\$ 5,500	1	1	\$ 5,500
Parking B (am only)	\$ 700	Included		
Day Garages 1-6, 16-20	\$ 500	1	0.5	\$ 250
Classroom 2 or 4	\$ 75	Included		
Museum Rental (dinner)	\$ 50	Included		
Medical*	TBD			
	\$ 400	1	0.5	\$ 200
Retail Total				\$ 5,950
19% Discount				\$ 1,131
Discounted Total				\$ 4,820
Ford Performance Racing School: Day 2 (NASA Friday)				
Day Garages 1-6, 16-20	\$ 75	12	1	\$ 900
Classroom 2 or 4	\$ 50	1	1	\$ 50
FPRS to arrange track time directly with NASA Utah				

Retail Total					\$ 950
19% Discount					\$ 181
Discounted Total					\$ 770
<u>Ford Performance Racing School: Day 2</u>					
East or West Course	Retail Price	Amount	Duration	Total	
Day Garages 1-6, 16-20	\$ 5,500	1	1	\$ 5,500	
Classroom 2 or 4	\$ 75	Included			
Medical	\$ 60	Included			
	\$ 400	1	1	\$ 400	
Retail Total					\$ 5,900
19% Discount					\$ 1,121
Discounted Total					\$ 4,778
<u>Race Rentals/Licensing</u>					
Day Garages 1-2, 19-20	Retail Price	Amount	Duration	Total	
Classroom 2 or 4	\$ 75	4	1	\$ 300	
Drivers register directly with NASA	\$ 50	1	1	\$ 50	
Retail Total					\$ 350
19% Discount					\$ 67
Discounted Total					\$ 284
<u>ST Octane Academy (off-season)</u>					
East or West Course	Retail Price	Amount	Duration	Total	
West Paddock	\$ 3,000	1	1	\$ 3,000	
Midway (am only)	\$ 700	Included			
West or East Day Garage	\$ 700	1	0.5	\$ 350	
Day Garages 1-6, 16-20	\$ 500	1	1	\$ 500	
Classroom 2 or 4	\$ 75	Included			
Medical	\$ 60	Included			
	\$ 400	1	0.5	\$ 200	
Retail Total					\$ 4,050
19% Discount					\$ 770
Discounted Total					\$ 3,281
<u>ST Octane Academy</u>					
East or West Course	Retail Price	Amount	Duration	Total	
West Paddock	\$ 5,500	1	1	\$ 5,500	
Midway (am only)	\$ 700	Included			
West or East Day Garage	\$ 700	1	0.5	\$ 350	
Day Garages 1-6, 16-20	\$ 500	1	1	\$ 500	
Classroom 2 or 4	\$ 75	Included			
Medical	\$ 60	Included			
	\$ 400	1	0.5	\$ 200	
Retail Total					\$ 6,550
19% Discount					\$ 1,245
Discounted Total					\$ 5,305
<u>GT350/Octane Academy</u>					
East or West Course	Retail Price	Amount	Duration	Total	
West Paddock	\$ 5,500	1	1	\$ 5,500	
Parking B (am only)	\$ 700	Included			
Midway (am only)	\$ 500	1	0.5	\$ 250	
West or East Day Garage	\$ 700	1	0.5	\$ 350	
Day Garages 1-6, 16-20	\$ 500	1	1	\$ 500	
Classroom 2 or 4	\$ 75	Included			
Museum Rental (dinner)	\$ 50	Included			
Miller Suites #3	TBD				
Medical	\$ 125	1	1	\$ 125	
	\$ 400	1	1	\$ 400	
Retail Total					\$ 7,125
19% Discount					\$ 1,354
Discounted Total					\$ 5,771
<u>GT350 Upgrade Day</u>					
East or West Course	Retail Price	Amount	Duration	Total	
Day Garages 1-6, 16-20	\$ 5,500	1	1	\$ 5,500	
Classroom 2 or 4	\$ 75	Included			
Medical	\$ 50	Included			
	\$ 400	1	1	\$ 400	
Retail Total					\$ 5,900
19% Discount					\$ 1,121

Discounted Total					\$ 4,779
<u>Michelin LT Training Seminar: Day 1</u>					
Michelin Training Room	Retail Price \$ 225	Amount 1	Duration 1	Total	\$ 225
Rock Crawling Course/Sand Pit	\$ 1,000	1	1		\$ 1,000
Off-Road Handling Course (pm only)	\$ 250	1	0.5		\$ 125
Midway	\$ 700	1	1		\$ 700
Water Truck	\$ 100	1	2		\$ 200
Legends Hall (lunch)	\$ 75	1	1		\$ 75
Retail Total					\$ 2,325
19% Discount					\$ 442
Discounted Total					\$ 1,883
<u>Michelin LT Training Seminar: Day 2</u>					
Michelin Training Room	Retail Price \$ 225	Amount 1	Duration 1	Total	\$ 225
Rock Crawling Course (am only)	\$ 1,000	1	0.5		\$ 500
Retail Total					\$ 725
19% Discount					\$ 138
Discounted Total					\$ 587
<u>Michelin UHP Training Seminar: Day 1</u>					
Michelin Training Room	Retail Price \$ 225	Amount 1	Duration 1	Total	\$ 225
West Paddock	\$ 700	1	1		\$ 700
Parking Lot B	\$ 500	1	1		\$ 500
Water Truck	\$ 100	1	2		\$ 200
Legends Hall (lunch)	\$ 75	1	1		\$ 75
Retail Total					\$ 1,700
19% Discount					\$ 323
Discounted Total					\$ 1,377
<u>Michelin UHP Training Seminar: Day 2</u>					
Michelin Training Room	Retail Price \$ 225	Amount 1	Duration 1	Total	\$ 225
West Paddock	\$ 700	1	1		\$ 700
Midway	\$ 700	1	1		\$ 700
Water Truck	\$ 100	1	2		\$ 200
Legends Hall (lunch)	\$ 75	1	1		\$ 75
Retail Total					\$ 1,900
19% Discount					\$ 361
Discounted Total					\$ 1,539

2019

<u>Ford Performance Racing School: Day 1/GT350</u>					
East or West Course	Retail Price \$ 5,500	Amount 1	Duration 1	Total	\$ 5,500
West Paddock or Midway (am only)	\$ 700	Included			
Parking B (am only)	\$ 500	1	0.5		\$ 250
Day Garages 1-6, 16-20	\$ 75	Included			
Classroom 2 or 4	\$ 50	Included			
Museum Rental (dinner)	TBD				
Medical*	\$ 400	1	0.5		\$ 200
Retail Total					\$ 5,950
18% Discount					\$ 1,071
Discounted Total					\$ 4,879
<u>Ford Performance Racing School: Day 2 (NASA Friday)</u>					
Day Garages 1-6, 16-20	\$ 75	12	1		\$ 900
Classroom 2 or 4	\$ 50	1	1		\$ 50
FPRS to arrange track time directly with NASA Utah					
Retail Total					\$ 950
18% Discount					\$ 171
Discounted Total					\$ 779

<u>Ford Performance Racing School: Day 2</u>				
East or West Course	Retail Price	Amount	Duration	Total
	\$ 5,500	1	1	\$ 5,500
Day Garages 1-6, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		
Medical	\$ 400	1	1	\$ 400
Retail Total				\$ 5,900
18% Discount				\$ 1,062
Discounted Total				\$ 4,838
<u>Race Rentals/Licensing</u>				
Day Garages 1-2, 19-20	Retail Price	Amount	Duration	Total
	\$ 75	4	1	\$ 300
Classroom 2 or 4	\$ 50	1	1	\$ 50
Drivers register directly with NASA				
Retail Total				\$ 350
18% Discount				\$ 63
Discounted Total				\$ 287
<u>ST Octane Academy (off-season)</u>				
East or West Course	Retail Price	Amount	Duration	Total
	\$ 3,000	1	1	\$ 3,000
West Paddock	\$ 700	Included		
Midway (am only)	\$ 700	1	0.5	\$ 350
West or East Day Garage	\$ 500	1	1	\$ 500
Day Garages 1-6, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		
Medical	\$ 400	1	0.6	\$ 200
Retail Total				\$ 4,050
18% Discount				\$ 729
Discounted Total				\$ 3,321
<u>ST Octane Academy</u>				
East or West Course	Retail Price	Amount	Duration	Total
	\$ 5,500	1	1	\$ 5,500
West Paddock	\$ 700	Included		
Midway (am only)	\$ 700	1	0.5	\$ 350
West or East Day Garage	\$ 500	1	1	\$ 500
Day Garages 1-6, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		
Medical	\$ 400	1	0.6	\$ 200
Retail Total				\$ 6,550
18% Discount				\$ 1,179
Discounted Total				\$ 5,371
<u>QT350/Octane Academy</u>				
East or West Course	Retail Price	Amount	Duration	Total
	\$ 5,500	1	1	\$ 5,500
West Paddock	\$ 700	Included		
Parking B (am only)	\$ 500	1	0.5	\$ 250
Midway (am only)	\$ 700	1	0.5	\$ 350
West or East Day Garage	\$ 500	1	1	\$ 500
Day Garages 1-6, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		
Museum Rental (dinner)	TBD			
Miller Suites #3	\$ 125	1	1	\$ 125
Medical	\$ 400	1	1	\$ 400
Retail Total				\$ 7,125
18% Discount				\$ 1,283
Discounted Total				\$ 5,843
<u>QT350 Upgrade Day</u>				
East or West Course	Retail Price	Amount	Duration	Total
	\$ 5,500	1	1	\$ 5,500
Day Garages 1-6, 16-20	\$ 75	Included		
Classroom 2 or 4	\$ 50	Included		
Medical	\$ 400	1	1	\$ 400
Retail Total				\$ 5,900
18% Discount				\$ 1,062
Discounted Total				\$ 4,838
<u>Michelin LT Training Seminar: Day 1</u>				
Michelin Training Room	Retail Price	Amount	Duration	Total
	\$ 225	1	1	\$ 225
Rock Crawling Course/Sand Pit	\$ 1,000	1	1	\$ 1,000

Off-Road Handling Course (pm only)	\$	250	1	0.5	\$	125
Midway	\$	700	1	1	\$	700
Water Truck	\$	100	1	2	\$	200
Legends Hall (lunch)	\$	75	1	1	\$	75
Retail Total						
18% Discount					\$	2,325
Discounted Total					\$	419
<u>Michelin LT Training Seminar: Day 2</u>						
	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
Rock Crawling Course (am only)	\$ 1,000	1	0.5		\$ 500	
Retail Total						
18% Discount					\$	725
Discounted Total					\$	131
<u>Michelin UHP Training Seminar: Day 1</u>						
	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
West Paddock	\$ 700	1	1		\$ 700	
Parking Lot B	\$ 500	1	1		\$ 500	
Water Truck	\$ 100	1	2		\$ 200	
Legends Hall (lunch)	\$ 75	1	1		\$ 75	
Retail Total						
18% Discount					\$	1,700
Discounted Total					\$	308
<u>Michelin UHP Training Seminar: Day 2</u>						
	Retail Price	Amount	Duration		Total	
Michelin Training Room	\$ 225	1	1		\$ 225	
West Paddock	\$ 700	1	1		\$ 700	
Midway	\$ 700	1	1		\$ 700	
Water Truck	\$ 100	1	2		\$ 200	
Legends Hall (lunch)	\$ 75	1	1		\$ 75	
Retail Total						
18% Discount					\$	1,900
Discounted Total					\$	342
					\$	1,558

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Birth Control										Sexual Activities										Contraception										Statistical									
Month	Day	Year	Method	Frequency	Effectiveness	Side Effects	Cost	Duration	Notes	Month	Day	Year	Method	Frequency	Effectiveness	Side Effects	Cost	Duration	Notes	Month	Day	Year	Method	Frequency	Effectiveness	Side Effects	Cost	Duration	Notes	Month	Day	Year	Method	Frequency	Effectiveness	Side Effects	Cost	Duration	Notes
MAY	1	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	1	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	1	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	1	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	2	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	2	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	2	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	2	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	3	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	3	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	3	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	3	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	4	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	4	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	4	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	4	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	5	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	5	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	5	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	5	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	6	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	6	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	6	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	6	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	7	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	7	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	7	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	7	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	8	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	8	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	8	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	8	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	9	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	9	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	9	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	9	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	10	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	10	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	10	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	10	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	11	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	11	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	11	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	11	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	12	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	12	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	12	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	12	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	13	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	13	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	13	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	13	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	14	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	14	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	14	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	14	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	15	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	15	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	15	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	15	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	16	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	16	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	16	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	16	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	17	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	17	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	17	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	17	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	18	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	18	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	18	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	18	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	19	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	19	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	19	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	19	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	20	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	20	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	20	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	20	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	21	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	21	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	21	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	21	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	22	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	22	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	22	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	22	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	23	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	23	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	23	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	23	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	24	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	24	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	24	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	24	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	25	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	25	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	25	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	25	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	26	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	26	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	26	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	26	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	27	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	27	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	27	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	27	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	28	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	28	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	28	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	28	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	29	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	29	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	29	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	29	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	30	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	30	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	30	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	30	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently
MAY	31	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	31	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	31	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently	MAY	31	2000	Condom	Regular	98%	None	\$0.50	3 years	Used consistently

PREVIOUS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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FORM NO	DATE OF	EXTENSION	ST
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	OTHER	INCOME TAX
	SPIN	STOCK MARKET

1992-1993

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Date		Time		Event		Location		Weather		Remarks		Signature		Date	
Day	Month	Year	Start	End	Activity	Area	Condition	Temp	Wind	Cloud	Notes	Officer	Officer	Officer	Officer
1	1	1998	08:00	09:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
2	1	1998	09:00	10:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
3	1	1998	10:00	11:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
4	1	1998	11:00	12:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
5	1	1998	12:00	13:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
6	1	1998	13:00	14:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
7	1	1998	14:00	15:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
8	1	1998	15:00	16:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
9	1	1998	16:00	17:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
10	1	1998	17:00	18:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
11	1	1998	18:00	19:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
12	1	1998	19:00	20:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
13	1	1998	20:00	21:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
14	1	1998	21:00	22:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
15	1	1998	22:00	23:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
16	1	1998	23:00	00:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
17	1	1998	00:00	01:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
18	1	1998	01:00	02:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
19	1	1998	02:00	03:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
20	1	1998	03:00	04:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
21	1	1998	04:00	05:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
22	1	1998	05:00	06:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
23	1	1998	06:00	07:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
24	1	1998	07:00	08:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
25	1	1998	08:00	09:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
26	1	1998	09:00	10:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
27	1	1998	10:00	11:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer
28	1	1998	11:00	12:00	Patrol	Area 1	Clear	75°F	10 mph	0%	Nothing	Officer	Officer	Officer	Officer

1998-07-01	1	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2
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j	31	-7	-4	-40 2nd day
a	31	-6	-8	
s	30	-7	-8	
o	31	-3		