

IN THE SUPREME COURT OF OHIO

NASCAR HOLDINGS, INC.,	:	
	:	Supreme Court Case No. 2021-0578
Appellant,	:	
	:	
v.	:	Board of Tax Appeals
	:	Case No. 2015-263
JEFFREY A. MCCLAIN,	:	
TAX COMMISSIONER OF OHIO,	:	
	:	
Appellee.	:	

SUPPLEMENT VOLUME II TO APPELLANT'S MERIT BRIEF

ON APPEAL FROM THE BOARD OF TAX APPEALS

Jeremy A. Hayden (0075736)
Aaron M. Herzig (0079371)
Brian A. Morris (0093539)
TAFT STETTINIUS & HOLLISTER LLP
425 Walnut St., Suite 1800
Cincinnati, Ohio 45202
Telephone: (513) 381-2838
Facsimile: (513) 381-0205
jhayden@taftlaw.com
aherzig@taftlaw.com
bmorris@taftlaw.com

*Counsel for Appellant
NASCAR Holdings, Inc.*

Dave Yost (0056290)
OHIO ATTORNEY GENERAL
Christine T. Mesirow (0015590)
Assistant Attorney General
Taxation Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215
Telephone: (614) 995-3753
Facsimile: (866) 459-6679
Christine.Mesirow@OhioAttorneyGeneral.gov

*Counsel for Appellee
Jeffrey A. McClain, Tax Commissioner*

SUPPLEMENT – VOLUME I

Document	Supp. Page
2006 Unverified Cable TV Summary (unrelated audit)	Supp. 1
2007 Unverified Cable TV Summary (unrelated audit)	Supp. 3
2008 Unverified Cable TV Summary (unrelated audit)	Supp. 5
2009 Unverified Cable TV Summary (unrelated audit)	Supp. 7
Deposition Transcript of Todd Bresson, Case No. 2015-263 (May 2, 2019).....	Supp. 9
Transcript of Proceedings before the Ohio Board of Tax Appeals, Case No. 2015-263 (May 29, 2019)	Supp. 63
U.S. Population Data from Infoplease.com.....	Supp. 203

SUPPLEMENT – VOLUME II

Document	Supp. Page
Example Licensing Agreement, BSI Products, Inc.	Supp. 205
Example Sponsorship Agreement, AFLAC	Supp. 218
Example TV and Other Media Agreement, Fox Broadcasting Company	Supp. 259
Example Website Agreement, Turner Broadcasting System, Inc.	Supp. 301

EXAMPLE LICENSING AGREEMENT

LICENSE AGREEMENT

This license agreement (the "Agreement"), also referenced as LG08017.1, shall be effective as of January 1, 2008, by and between National Association for Stock Car Auto Racing, Inc. ("NASCAR"), a corporation organized under the laws of the state of Florida, having its principal place of business at 1801 West International Speedway Blvd., P. O. Box 2875, Daytona Beach, Florida 32120-2875 ("Licensor"), and BSI Products, Inc., a Maryland corporation, having its principal place of business at 9510 Berger Road, Columbia, Maryland 21046 ("Licensee").

Agreement

In consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. DEFINITIONS OF BUSINESS TERMS.

(a) "Licensed Products" means:

i) NASCAR specific Products which are: flags; flag sets consisting of: flags and stands; banners; garden flags; collectible flags; frosty mugs; BBQ set containing: a stainless steel spatula, brush, fork and tongs; grill cover; piston key chain; connecting rod key chain; headrest cover; hood ornaments; fuzzy dice; seat cushions; and mp3 player cover. ("NASCAR Specific Licensed Products"); and

ii) NASCAR plus driver Products which are: flags; banners; yard spinners; magnets; seat cushions; seat covers; BBQ set containing: a stainless steel spatula, brush, fork and tongs; grill covers; piston key chains, connecting rod key chains; wind socks, hood ornaments; fuzzy dice; air fresheners; collectible flag stands; spinning car flags; can shaft coolers; stadium seat cushion and tote; stadium seat cushion with back and attached hanging cooler; and mp3 player covers ("NASCAR plus Driver Licensed Products").

(b) "Minimum Annual Guarantee" means: the annual minimum amounts guaranteed by Licensee to be paid to Licensor.

(c) "Products" means: flags; flag sets which consist of flags and stands; banners; frosty mugs; BBQ set which contains: a stainless steel spatula, brush, fork and tongs; grill covers; piston key chains; connecting rod key chains; headrest covers; mp3 player covers; garden flags; magnets; novelty mugs with built-in sound chip; seat cushions; key chains with built-in sound chips; seat covers; wind socks; hood ornaments; fuzzy dice; air fresheners; collectible flag stands; spinning car flags; can shaft coolers; stadium seat cushion and tote; and stadium seat cushion with back and attached hanging cooler.

(d) "Territory" means: the United States of America, its territories and possessions, the Commonwealth of Puerto Rico, United States military bases abroad and Canada. Licensee shall not distribute or sell Licensed Products or Licensed Premiums (if applicable) outside the Territory, or to any person or entity that Licensee knows or has reason to know intends or is likely to resell Licensed Products outside the Territory.

2. GRANT OF LICENSE.

(a) General. Subject to the terms and conditions of the Agreement, of which the attached Terms and Conditions and the referenced Logo Guidelines for Licensing are a part, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Marks (as defined in the Terms and Conditions) on Schedule 1 for Retail Sales in the Territory. This grant of license in no way extends to any other marks other than the marks listed on Schedule 1, including, but not limited to any future mark developed by Licensor, or an existing mark owned or licensed by Licensor, even if aforementioned marks include in part or whole portions of the marks listed on Schedule 1. Furthermore, Licensor reserves all rights not expressly granted to Licensee in this Agreement.

(b) Acknowledgments. Licensee agrees and understands that Licensor has exclusive relationships with the following third parties ("NASCAR Partners"):

i) Sony Electronics, Inc. ("Sony") which has the exclusive rights to use the Marks in conjunction with: any and all televisions, home theater systems, the individual products that comprise home theater systems, home high-fidelity ("hi-fi") sound systems, and the individual products that comprise such high-fidelity sound systems, digital voice recorders/players, micro-cassette players/recorder, transcription machines, mini-DVD players, DVD players, and mini-disc players/recorders, camcorders, recordable digital audio tapes; recordable micro-cassette tapes; recordable standard cassette tapes, recordable and/or rewritable CDs, recordable and/or rewritable DVDs, recordable mini-discs, recordable

Hi-MD discs. Further Sony has the exclusive right to use the following designation: "Official Consumer Electronics Partner of NASCAR" and

ii) Sprint Nextel Corporation ("Sprint") which has the exclusive right to use the NASCAR trademarks in conjunction with wireline and wireless communication services, including local and long distance services, wireless services, and two-way radio services and wireless equipment required or utilized for the use of such services (e.g., wireless phones, commercial grade two-way radios, handheld units for the wireless receipt and/or transmission of data, pagers (e.g., Blackberry, etc.) and accessories related to such equipment (e.g., face plates, belt clips, headphones, headsets, etc.).

3. DISTRIBUTION.

(a) NASCAR Specific Licensed Products: There are no limitations on distribution channels, except online, Premium and trackside distribution channels. Online rights will be granted on a case-by-case basis and in NASCAR's sole written discretion. Trackside rights are limited to NASCAR's exclusive trackside distribution partner. Premium distribution shall be only in accordance with Section 2(c) of the attached Terms and Conditions.

(b) NASCAR plus Driver Licensed Products: There are no limitations on the channels of distribution, except Premium distribution channels. Premium distribution shall be only in accordance with Section 2(c) of the attached Terms and Conditions.

(c) Premium Distribution. In the event Licensee is granted rights to manufacture Licensed Premiums, Licensee shall not sell or otherwise distribute Licensed Premiums to anyone other than the Promotional Client or make any other uses of the Marks without entering into a separately executed appendix to this Agreement (if applicable and approved in writing by NASCAR).

4. TERM OF LICENSE. The term of the Agreement shall be January 1, 2008 through December 31, 2009, which may be earlier terminated by the Licensor as provided for in the Terms and Conditions of this Agreement.

5. PAYMENTS.

(a) Royalties. Licensee shall make the following Royalty Payments to Licensor:

ROYALTIES	Percentage of Net Sales of Licensed Products
NASCAR Specific Licensed Products	12%
NASCAR plus Driver Licensed Products	2%

(b) Minimum Annual Guarantees and Advances. In consideration of the rights granted herein, Licensee shall pay the following Minimum Annual Guarantees and advance payments on the Net Sales of Licensed Products to Licensor:

MINIMUM ANNUAL GUARANTEES	2008	2009
NASCAR Specific Licensed Products sold in United States	\$15,000	\$17,500
NASCAR plus Driver Licensed Products sold in United States	\$25,000	\$27,500
Licensed Products sold in Canada	\$1,000	\$1,500

ADVANCES	2008	2009
NASCAR Specific Licensed Products sold in United States	\$5,000 due upon execution of this Agreement	\$5,000 due January 1, 2009
NASCAR plus Driver Licensed Products sold in United States	\$7,500 due upon execution of this Agreement	\$7,500 due January 1, 2009

(c) Marketing Funds: In addition to any amounts payable by Licensee under this Agreement, Licensee shall make the following marketing fund payments to Licensor:

MARKETING FUNDS	2008	2009
	\$2,000 due January 1, 2008	\$2,000 due January 1, 2009

(d) Value-in-Kind and Purchases by Licensor: Licensee shall, at its sole expense and upon Licensor's request, annually provide Licensor with Licensed Products whose least expensive wholesale value is at least Five Hundred Dollars (\$500) provided, however, Licensor agrees not to resell such Licensed Products at any time. Additionally, Licensor shall have the right at any time to purchase additional Licensed Products at twenty percent (20%) below wholesale pricing levels, provided, however, that Licensor agrees not to resell such Licensed Products at any time.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in which the Terms and Conditions and Logo Guidelines for Licensing are herein incorporated.

LICENSEE: BSI PRODUCTS, INC.

By: 
(Signature of officer, partner, or individual duly authorized to sign)

Print Name: SCOTT ROBINSON

Title: PRES

Date: 11/30/07

LICENSOR: NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By: 

Print Name: Paul Brooks

Title: Senior Vice President

Date: 1-2-08



**Mavis
Gant**

Digitally signed by Mavis Gant
 DN: cn=Mavis Gant, o, ou,
 email=mgant@nascar.com,
 c=US
 Reason: I attest to the
 accuracy and integrity of this
 document and certify that it
 has been compared and is a
 true and correct copy of the
 original instrument.
 Date: 2009.01.29 17:37:07
 -05'00'

TERMS & CONDITIONS

1. DEFINITIONS.

(a) "Advertising" means all forms of advertising, including, but not limited to print, audio and video (e.g., television and radio commercials, online advertisements, etc.).

(b) "Affiliate" means, with respect to a person, an entity directly or indirectly controlling, controlled by or under common control with such person; provided that such entity shall be considered an Affiliate only for the time during which such control exists. For purposes of this Agreement, International Speedway Corporation shall not be deemed an Affiliate of NASCAR.

(c) "Indemnified Parties" means Licensor and its Affiliates and the shareholders, directors, officers, agents, employees, affiliates and professionals of Licensor and its Affiliates.

(d) "Licensed Premiums" means Premiums bearing the Marks.

(e) "Manufacturer" means any person with whom Licensee contracts for the production or application of the Marks on a Product or Premium.

(f) "Marks" means the trade names, trademarks and service marks listed on Schedule I.

(g) "Net Sales" means the total gross invoice amounts of the Licensed Products billed to customers or for payments received, whichever is greater, including the royalty amount, less lawful quantity discounts actually allowed and taken as such by customers and shown on the invoice, less any credits for returns actually made as supported by credit memoranda issued to customers, and less sales taxes and prepaid transportation charges on Licensed Products if shipped by Licensee. No deduction shall be made for direct or indirect costs incurred in manufacturing, selling, advertising (including cooperative and promotional allowances) or distributing the Licensed Products, nor shall any deduction be made for uncollectible accounts, cash discounts, similar allowances or any other amounts. Net Sales resulting from sales made to any direct or indirect Affiliate of Licensee shall be computed based on the regular selling prices in the industry. If such Affiliate is a reseller in the industry, for the purpose of determining Net Sales, the sales price shall be the higher of the sales price charged to such Affiliate or the price charged in the industry by such Affiliate.

(h) "Packaging" means all labels, containers, packages, tags, and displays.

(i) "Premium" means any product sold or given away for the purposes of increasing the sale, promoting or publicizing any other product, service or establishment, including, but not limited to incentives for sales force, internal corporate sales, trade or consumer Promotions, self-liquidating offers and sales of licensed products through distribution schemes involving earned discounts or "bonus" points based on consumers' use of offered products or services.

(j) "Promotion" means any marketing program that is designed to encourage consumers to buy a particular product or service. Such marketing program can utilize many different forms such as, but not limited to, sweepstakes, giveaways, loyalty or continuity programs, gift with purchase, self liquidating offers, purchase with

purchase, free with purchase, in packs, on packs, and near packs. Promotion shall also include the Advertising, publicity, or other means of exposure, in or on Premiums, point-of-purchase displays, print of electronic, or any other medium.

(k) "Promotional Client" means the entity to which Licensee is selling or otherwise distributing Licensed Premiums as set forth in each individual separate appendix.

(l) "Retail Sales" means the sale of Licensed Products directly to or for retail outlets, mail order, or catalogs, where the Licensed Products are ultimately sold to consumers. Retail Sales do not include the sale or distribution of Licensed Premiums, which requires separate agreements and/or appendices executed by Licensor with both the manufacturer and user of the Premium.

(m) "Royalty Payments" means the royalties that Licensee is obligated to pay to Licensor pursuant to Section 5 of the attached Terms and Conditions.

(n) "Royalty Rate" means the percentage of Net Sales of Licensed Products used to calculate Royalty Payments in accordance with Appendix A.

(o) "Works" means any original design, artwork or compilation or derivative.

2. LIMITATION ON THE LICENSE.

(a) Theme. Licensee shall use the Marks only in connection with a stock car or truck racing theme. Additionally, Licensee shall not manufacture, sell, or distribute any products with a stock car or stock truck theme that do not bear the Marks without Licensor's prior written approval. In the event Licensee manufactures, sells, or distributes any products with a stock car or stock truck theme that do not bear the Marks, Licensee acknowledges and agrees that it is still obligated to pay Licensor a Royalty as set forth as if the Marks had been used (i.e., if the Product is cross-licensed with a driver, the Royalty Rate would be 2%, if the Product was themed generically with a stock car theme, the Royalty Rate would be 12%, etc.). Further, Licensee is obligated to use the Marks directly on the Product(s) and Packaging in a form prescribed by Licensor.

(b) Import Restrictions. Licensee shall not engage in the direct shipment to distributors, wholesalers, retailers, etc. of Licensed Products manufactured outside of the United States of America. Licensee must take receipt of such products at the applicable U.S. port of entry.

(c) Premiums. Except as may be approved by Licensor in writing as set forth in Section 19 (b), Licensee shall not manufacture, sell, or distribute Licensed Premiums, for publicity purposes, for fund raising, as giveaways, in combination sales, or for disposal under similar methods of merchandising. Licensee shall not use any of the Marks in connection with any sweepstakes, lottery, game of chance or any similar promotional or sales program.

(d) Restrictions. Licensee cannot create the perception that there is a relationship or affiliation between Licensor and any other entity, service, and/or product, including transferring the rights to use the Marks to any third parties, including, but not limited to,

Licensee's trade customers, suppliers, advertising and promotional agencies, vendors and promotional tie-in partners.

Additionally, Licensee shall not use the Marks on any collateral materials (e.g., fax cover sheets, business cards, letterhead, invoices, pens, notepads, etc.) to support their own business.

3. **APPROVAL OF MANUFACTURERS.** Licensee shall not contract with any Manufacturer to manufacture Licensed Products without Licensor's authorization. In the event that Licensee desires to have a Manufacturer produce one or more Licensed Product, Licensed Premium (if applicable) or any component thereof, Licensee shall provide Licensor with the name, address, telephone number and name of the principal contact of the proposed Manufacturer. Licensor must approve any Manufacturer, and the Manufacturer must execute an authorized manufacturer's or supplier's agreement provided by Licensor prior to use of the Marks. In addition, Licensee shall remain fully responsible for ensuring that the products are manufactured in accordance with the terms herein including approval and the Licensee shall take the steps necessary to ensure that the Manufacturer: (a) produces the products only as and when directed by Licensee; (b) does not distribute, sell or supply the Product(s) to any person or entity other than Licensee; and (c) does not delegate in any manner whatsoever its obligations with respect to the Licensed Products and/or Licensed Premiums (if applicable). Licensee's failure to comply with this Section 3 may result in termination of this Agreement and confiscation and seizure of products. Licensor hereby reserves the right to terminate in its discretion the engagement of any Manufacturer at any time.

Additionally, no child labor (as defined by each country's individual labor laws) may be used in the manufacturing of Licensed Products and/or Licensed Premiums.

4. **PERFORMANCE.** Licensee agrees to use its best efforts to distribute Licensed Products throughout the Territory, consistent with its marketing and distribution plans. Licensee agrees to maintain adequate inventories of Licensed Products as an essential part of its distribution program. Further, Licensee must provide Licensor with separate detailed plans describing its sales, marketing, merchandising and distribution strategy on or before October 1st of each year during the term of the Agreement.

5. **STATEMENTS, PAYMENTS AND PENALTIES.**

(a) **Time of Sale.** For purposes of determining the Royalty Payments, sales shall be deemed to have been made at the time of invoicing or billing for Licensed Products and/or Licensed Premiums (if applicable) or at the time of delivery thereof, whichever comes first.

(b) **Basis of Royalty Payments.** Royalty Payments shall be:

(i) paid by Licensee to Licensor on all Licensed Products and Licensed Premiums (if applicable), (including without limitation any seconds, irregulars, etc. distributed by Licensee pursuant to the provisions of Section (B) of the Logo Guidelines for Licensing) distributed by Licensee or any of its Affiliates even if not billed or billed at less than the usual Net Sales price for such Licensed Products and/or Licensed Premiums (if applicable); and

(ii) based upon the usual Net Sales price for such Licensed Products and/or Licensed Premiums (if applicable) sold to the trade by Licensee.

(c) **No Cross Collateralization.** Any Royalty Payment for a category of Licensed Product sold shall only be applied against the

Minimum Annual Guarantee for such Licensed Product for the contract year in which the category of such Licensed Product was sold and (if applicable) for each individual territory in which it was sold (i.e., any shortfall in, or payment in excess of, the Minimum Annual Guarantee for a contract year may not be offset or credited against the Minimum Annual Guarantees for any other contract year, against any other international territory granted to Licensee, against any other Licensed Product or against any other NASCAR license, including separate Premium licenses held by Licensee). If Minimum Annual Guarantees are stated separately for different categories of Licensed Products, Royalty Payments resulting from Net Sales of a category of Licensed Product shall be applied only against the Minimum Annual Guarantee for such category of Licensed Product and/or Licensed Premium (if applicable).

(d) **Statements.** On or before the twentieth (20th) day following the close of each calendar quarter, Licensee shall submit to Licensor, in a format agreed upon by Licensor, full and accurate statements showing the quantity, description, and Net Sales of the Licensed Products and Licensed Premiums (if applicable) distributed and/or sold during the preceding calendar quarter, listed by Product and by Mark. Licensee shall further break out sales by each country. Such statements shall be submitted whether or not they reflect any sales. Licensee hereby recognizes and agrees that it must submit statements even if no sales have occurred during a specified quarter.

If Licensee also has other agreements with Licensor, including, but not limited to NASCAR NEXTEL Cup Series sublicense agreements, Licensee shall report all sales separately. Failure to submit statements on or before due date shall subject Licensee to a late fee of One Thousand Dollars (\$1,000).

(e) **Payments.** All Royalty Payments due Licensor shall be made on or before the twentieth (20th) day following the close of each calendar quarter. All computations and payments shall be in U.S. dollars at the spot rate for the local currency as published in the Wall Street Journal for the last business day of the preceding month.

Any advances paid to Licensor by Licensee shall be credited against Royalty Payments owed by Licensee to Licensor. All Minimum Annual Guarantee, advances, Royalty Payments and marketing funds, as well as any other payments made to Licensor herein, shall be non-refundable and shall be fully earned when paid.

The entire unpaid balance of the Minimum Annual Guarantee owing and due shall immediately become due and payable upon termination of this Agreement. Licensee further covenants that it shall pay Licensor the Minimum Annual Guarantee pursuant to the Agreement regardless of whether Licensee is able to sell enough Licensed Product(s) to offset the Minimum Annual Guarantee(s). Licensor relies on such Minimum Annual Guarantee(s) to facilitate its own business objectives and as a result under no circumstances will it reduce, waive or otherwise permit Licensee to carry such Minimum Annual Guarantee(s) forward to another year.

(f) **Late Payments and Shortfalls.** Failure to submit timely or accurate marketing fund contributions, statements, Minimum Annual Guarantees and/or Royalty Payments shall result in an additional charge of one and one-half percent (1.5%) per month on any balance unpaid as of the applicable reporting period. Additionally, Licensee must pay all marketing fund contributions and Minimum Annual Guarantee shortfalls from previous years, if there are any.

(g) Accuracy of Statements. The receipt and/or acceptance by Licensor of the statements furnished or Royalty Payments, or the cashing of any royalty checks paid hereunder, shall not preclude Licensor from questioning the correctness thereof at any time. In the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by Licensee and the appropriate payment shall be made by Licensee.

(h) Delivery of Statements and Payments. Licensee shall, unless otherwise directed in writing by Licensor, send all Royalty Payments and one copy of all accounting reports to:

National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Blvd.
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attn: Treasurer/Accounting Department

Licensee shall, unless otherwise directed in writing by Licensor, send an acknowledgment of all Royalty Payments and one copy of all accounting reports to:

NASCAR, Inc.
Suite 3900; One Wachovia Center
301 South College Street
Charlotte, North Carolina 28202
Attn: Contract Administrator

(i) Quarterly Forecasts and Retail Accounts Lists. Licensee shall, within ten (10) business days of Licensor's request, furnish Licensor with quarterly sales forecasts of Licensed Products for each year of the term of this Agreement in a format prescribed by Licensor. Additionally, Licensee shall, within ten (10) business days of Licensor's request (which shall not be made more than four (4) times per contract year), furnish Licensor with a list of Licensee's top twenty five (25) retail accounts for Licensed Products (on a country-by-country basis) and their monthly purchases of Licensed Products (broken down by unit sales and in dollar volume by retailer including Marks).

(j) Separate Territories. If Licensee is granted the right to use the Marks in territories outside of the United States of America, its territories and possessions and the Commonwealth of Puerto Rico and U.S. military bases abroad (collectively referenced as "the United States"), Licensee shall submit separate Royalty Statements for each country in the Territory that is not the United States. Furthermore, in the event that Licensee fails to accurately submit Royalty Reports for sales occurring in territories outside of the United States, as referenced in this Section 5, Licensor shall reserve the right to revoke Licensee's right to distribute or sell Licensed Products outside of the United States, where applicable.

6. OWNERSHIP OF THE MARKS AND PROTECTION OF RIGHTS.

(a) Rights. Licensee acknowledges and agrees that Licensor owns the Marks and any registrations therefor, as well as any trademarks, trade names, or service marks or domain names which incorporate such trademarks, tradenames, or service marks adopted and used or approved for use by Licensor, and that each of the Marks is valid. Licensee acknowledges the validity of the state and federal registrations Licensor owns, obtains or acquires for its Marks. Licensee shall not at any time, file any trademark application, or with any other governmental entity for the Marks. Licensee shall not use any of the Marks or any similar mark as or as part of, a trademark, service mark, trade name, fictitious name,

company or corporate name, or domain names anywhere in the world. Any trademark, service mark registration or domain name registered obtained or applied for that contains the Marks or any similar mark shall be transferred to Licensor without compensation. Nothing in this Agreement gives Licensee any right, title, or interest in any Marks except the right to use in accordance with the terms of this Agreement. Licensee's use of any Marks inures to the benefit of Licensor.

(b) Challenge or Objection. Licensee shall not oppose or seek to cancel or challenge, in any forum, any application or registration of Licensor. Licensee shall not object to, or file any action or lawsuit because of, any use by Licensor of any Marks for any goods or services, whether such use is by Licensor directly or through different licensees or authorized users.

(c) Goodwill. Licensee recognizes the great value of the goodwill associated with the Marks and acknowledges that such goodwill belongs to Licensor, and that such Marks have secondary meaning. Licensee shall not, during the term of this Agreement or thereafter, attack the property rights of Licensor, attack the validity of this Agreement, or use the Marks or any similar mark in any manner other than as licensed hereunder.

(d) Notice of Claim. Licensee agrees to assist Licensor in the protection of the Marks and shall provide, at reasonable cost to be borne by Licensor, any evidence, documents, and testimony concerning the use by Licensee of any one or more of the Marks, which Licensor may request for use in obtaining, defending, or enforcing rights in any Marks or related application or registration. Licensee shall notify Licensor in writing of any infringements or imitations by others of the Marks of which it is aware. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Licensee shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of Licensor to do so. Licensee agrees that it is not entitled to share in any proceeds received by Licensor (by settlement or otherwise) in connection with any formal or informal action brought by Licensor, or other entity.

(e) Copyright. Licensee acknowledges that any Works created by it pursuant to this Agreement that contain the Marks are compilations or derivatives as those terms are used in Section 103 of the U.S. Copyright Act. Therefore, any rights, including copyrights, that Licensee might have in those original Works do not extend to any portion or aspect of the Marks or any derivatives thereof, and do not in any way dilute or affect the interests of Licensor in the Marks or any derivatives thereof. Accordingly, Licensee shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the Marks or any derivatives thereof included, except in accordance with this Agreement. Licensee shall not affix a copyright notice to any product bearing the Marks, or otherwise attempt to obtain or assert copyright rights in any artwork or design which contains the Marks, without the express written authorization of Licensor.

(f) Injunctive Relief. Licensee acknowledges that its breach or threatened breach of this Agreement may result in immediate and irreparable damage to Licensor and that money damages alone may be inadequate to compensate Licensor. Therefore, in the event of a breach or threatened breach of this Agreement by Licensee, Licensor may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance. In the event of any breach or threatened breach of this Agreement by Licensee or infringement of any rights of Licensor, if Licensor

employs attorneys or incurs other expenses, Licensee shall reimburse Licensor for its reasonable attorneys' fees and other expenses.

7. REPRESENTATION AND WARRANTY. LICENSEE REPRESENTS AND WARRANTS TO LICENSOR THAT ALL DESIGNS AND PRODUCTS SUBMITTED FOR APPROVAL ARE NOT SUBJECT TO ANY VALID PATENT, COPYRIGHT, TRADEMARK OR ANY OTHER PROPRIETARY RIGHTS OF ANY NON-CONSENTING THIRD PARTY.

8. DISPLAY OF THE MARKS, QUALITY AND APPROVALS. Licensee hereby agrees to comply with all guidelines and regulations set forth in the Logo Guidelines for Licensing and any other style or logo guideline(s) provided by Licensor, including, but not limited to the use and display of the Marks, use of holograms and labels, product quality and procedures for approval of Licensed Products and/or Licensed Premiums (if applicable) and its Advertising and Packaging.

9. RELATIONSHIP OF PARTIES AND NO GUARANTEES. It is agreed and understood that the relationship between the parties hereto is solely that of licensee and licensor. Nothing in the Agreement shall be deemed or construed to create a fiduciary relationship between them, nor to constitute one party as an agent, legal representative, subsidiary, franchise, joint venture, partner, employee or servant of another party for any purpose whatsoever. Further, Licensee shall have no power or authorization to obligate or bind Licensor in any manner whatsoever, including, but limited to binding any contract, warranty or representation on behalf of Licensor. Licensor is not in any way a guarantor of the quality of any product produced by Licensee. In any and all dealings with third parties, including without limitation employers, suppliers and customers, Licensee shall disclose that Licensee is an independent entity licensed by the Licensor.

10. INDEMNIFICATION AND INSURANCE.

(a) Indemnification. Licensee is solely responsible for, and will defend, indemnify and hold harmless each Indemnified Party from any and all loss, costs, expenses (including reasonable attorney's fees) claims, demands, liabilities, causes of action or damages, arising out of:

(i) any unauthorized use of or infringement of any trademark, service mark, copyright, patent, process, method or device or other proprietary right by Licensee in connection with the designs and the Licensed Products and/or Licensed Premiums (if applicable) covered by this Agreement, excluding the use of the Marks in accordance with this Agreement in the United States of America;

(ii) alleged defects or deficiencies in the Licensed Products, Licensed Premiums or the use thereof, (including, but not limited to product liability claims) or false advertising, fraud, misrepresentation or other claims related to the Licensed Products and/or Licensed Premiums not involving a claim of right to the Marks in the United States of America;

(iii) the unauthorized use of the Marks or any breach by Licensee of this Agreement;

(iv) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party;

(v) agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this Agreement;

(vi) the services performed, or actions taken, or actions not taken by Licensee or those acting under Licensee's direction in connection with the Promotions conducted pursuant to this Agreement, whether during the Term of this Agreement or thereafter, including the operation and management of any event and/or activity incidental thereto, or any prize fulfillment (including charity/promotional items bearing the Marks) and use and/or operation of any such prizes or charity/promotional items; or the failure of Licensee or those acting under Licensee's direction to comply with all applicable statutes, ordinances, regulations or other requirements of any governmental authority in relation to the development and execution of Promotions conducted pursuant to this Agreement; and/or

(vii) the breach of any covenants contained in this Agreement, or as a result of any inaccuracy in any of the representations or covenants made by Licensee in this Agreement.

The indemnifications hereunder shall survive the expiration or termination of this Agreement.

(b) Insurance. Upon Licensee's execution of this Agreement or prior to the first sale of any Licensed Product or Licensed Premiums (if applicable), whichever is sooner, Licensee shall obtain, and thereafter maintain, commercial general liability insurance on an occurrence basis with an insurance company acceptable to Licensor, including product liability insurance, providing adequate protection for the Indemnified Parties as additional insured parties on Licensee's policy against any and all loss, costs, expenses (including reasonable attorney's fees) claims, demands, liabilities, causes of action or damages, arising out of any of the circumstances described in Section 10(a) above. Such insurance shall be primary to any insurance carried by Licensor. Licensee shall continue to maintain such insurance during the term of this Agreement as well as through the sell off period as set forth in this Agreement. Such insurance policy shall not be canceled or materially changed in form without at least thirty (30) days written notice to Licensor. Licensor shall be furnished with a certificate of insurance which names Licensor as an additional insured and endorsements in the form prescribed by Licensor. Licensee agrees that such insurance policy or policies shall provide coverage of Two Million U.S. Dollars (\$2,000,000) for personal and advertising injury, bodily injury and property damage arising out of each occurrence; Four Million U.S. Dollars (\$4,000,000) annual aggregate for all aforementioned claims; or Licensee's standard insurance policy limits, whichever is greater. However, recognizing that the aforesaid amounts may be inappropriate with regard to specific classes of goods, it is contemplated that Licensor may make reasonable adjustment to the foregoing amounts. Any adjustment must be confirmed in writing by Licensor.

11. RECORDS AND RIGHT TO AUDIT.

(a) Maintenance of Records. Licensee shall keep, maintain and preserve in its principal place of business during the term of this Agreement and at least three (3) years following termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions related to this Agreement in a manner such that the information contained in the statements referred to in Section 5 can be readily determined including, without limitation, customer records, invoices, correspondence and banking, financial and other records in Licensee's possession or under its control, such as profit and loss reports, income statements and balance sheets. Licensee will provide Licensor with copies of such records if requested by Licensor within five (5) days of such

request. Furthermore, Licensor and/or its duly authorized representatives shall have the right to inspect and audit all materials related to this Agreement, which right to inspect and audit shall include the conduct of normal audit tests of additional Licensee records including those covering "non-licensed" sales to verify that they are not sales covered by this Agreement. In addition to the materials required by normal accounting practices, Licensee must retain detail of licensed sales to the invoice number level for audit purposes, and invoices must indicate the Mark used on each Licensed Product or Licensed Premium (if applicable).

(b) Inspection and Audit. All materials referred to in this Section 11 shall be available for inspection and audit by Licensor (including photocopying, which is limited, however, to the records regarding Licensed Products and/or Licensed Premiums [if applicable]), upon execution of Licensee's confidentiality agreement, at any time during the term of this Agreement and at least three (3) years following termination or expiration during reasonable business hours and upon at least five (5) days notice by Licensor and/or its representatives. Licensee will cooperate and will not cause or permit any interference with Licensor and/or its representatives in the performance of their duties of inspection and audit. Licensor and/or its representatives shall have free and full access to said materials for inspection and audit purposes.

(c) Audit Rights. Notwithstanding the foregoing, Licensor shall have the immediate right to audit Licensee at Licensee's sole expense, should any one of the following occur:

(i) Licensee fails to submit royalty statements on or before the date on which they are due pursuant to this Agreement; and/or

(ii) Licensee fails to pay Licensor any of its monetary consideration including but not limited to advances, marketing fund contributions, Minimum Annual Guarantees, and Royalty Payments, on or before the date on which they are due pursuant to this Agreement.

(d) Deficiencies. Following the conduct of the audit, Licensee shall take immediate steps to timely resolve all issues raised therein, including payment of any monies owing and due. Should an audit indicate an underpayment of ten percent (10%) or more or an underpayment of Twenty Thousand Dollars (\$20,000.00) or more of the royalties due Licensor, the reasonable cost of the audit shall be paid by Licensee. Payment of the audit cost is in addition to the full amount of any underpayment including interest as provided in Section 5, to be paid by Licensee. Licensee must cure any contract breaches discovered during the audit, provide amended reports if required, and submit the amount of any underpayment including interest and, if applicable, the cost of the audit within thirty (30) days from the date of the completion of the audit.

12. TERMINATION.

(a) Events of Default. Effective immediately upon Licensor's giving to Licensee written notice of termination, Licensor shall have the right to immediately terminate this Agreement, or the License granted hereunder, without prejudice to any other rights it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, if Licensee fails to cure such default within the referenced amount of days from the receipt of written notice to Licensee by Licensor at any time should any of the following defaults occur:

(i) Performance. Licensee does not begin the bona fide manufacture, distribution, and sale of Licensed Products within three (3) months of the date of this Agreement.

(ii) Abandonment. During any six (6) consecutive months, Licensee fails to sell any of the Licensed Products, Licensor may terminate this Agreement with respect to said Licensed Products by giving written notice.

(iii) Sums Due. Licensee fails to make any payment due or fails to deliver any required statement and Licensee fails to cure such default within fifteen (15) days.

(iv) Statements. The amounts stated in the periodic statements furnished are significantly or consistently understated or are not provided to Licensor on a timely basis as set forth in Section 5 twice in any contract year and Licensee fails to cure such default within fifteen (15) days.

(v) Unresolved Audits. Licensee fails to resolve any issue raised in connection with any audit.

(vi) Sublicense or Assignment. Licensee attempts to grant or grants a sublicense or attempts to assign or assigns any right or duty under this Agreement

(vii) Trademarks. Licensee or any related entity manufactures, distributes, or sells any product or runs any Advertising or Promotion that uses Licensor's trademarks, including the Marks, without Licensor's authorization; or Licensee or any related entity manufactures, distributes or sells any Licensed Product or Licensed Premium (if applicable), or runs Advertising and/or Promotion for such Licensed Product and/or Licensed Premium, that infringes or dilutes the trademark, other intellectual property, privacy, or publicity right of any third party.

(viii) Insurance. Licensee fails to deliver to Licensor or maintain in full force and effect the insurance referred to in Section 10(b), and Licensee fails to cure such default within fifteen (15) days.

(ix) Defective Products. Any governmental agency or court of competent jurisdiction finds that the Licensed Products and/or Licensed Premiums are defective in any way, manner or form.

(x) Product Quality. Licensee manufactures, distributes or sells Licensed Products and/or Licensed Premiums of quality lower than the samples approved, or manufactures, distributes, sells or uses Licensed Products, Licensed Premiums or the Marks in a manner not approved or disapproved by Licensor, and Licensee fails to cure such default within fifteen (15) days.

(xi) Breach of Any Other Terms. Licensee breaches any provision in this Agreement, and Licensee fails to cure such default within fifteen (15) days.

(xii) Criminal Misconduct. Licensee, as an entity, is convicted of or pleads nolo contendere to a felony or any other criminal misconduct, or any offense involving moral turpitude.

(xiii) Litigation. Licensee contests the enforceability of this Agreement, or any other document executed in

connection herewith as they relate to the validity of the Marks or ownership by Licensor of the Marks.

Notwithstanding the provisions described in this Section 12, if any valid, applicable law or regulation of a governmental authority having jurisdiction over this Agreement, Licensor and/or Licensee, limits Licensor's rights of termination or requires different or longer periods than those set forth herein, this Section 12 shall be deemed amended solely to conform to such laws and regulations.

(b) Successive Breaches. In addition to, and not in limitation of any of Licensor's remedies for any event of default set forth in Section 12, if, after a breach by Licensee of a provision of this Agreement for which Licensee has been given notice and an opportunity to cure (if any) as provided herein, Licensee breaches the same provision within a ninety (90) day period, Licensor may also immediately terminate this Agreement upon any such subsequent breach of the same provision within such ninety (90) day period without providing notice of breach or opportunity to cure.

(c) Choice of Remedies. Upon the occurrence of an event of default of this Agreement, Licensor may, in its sole, discretion independently exercise or not exercise any or all rights which it may have under this Agreement or any other agreements by and between Licensee and Licensor, and the exercise of the Licensor's rights under this Agreement shall not exclude any of the remedies which Licensor may have at law or in equity. All such remedies of Licensor are cumulative.

13. LICENSEE AND LICENSOR REPRESENTATIONS AND COVENANTS.

(a) Authority of the Parties. The parties agree and represent that they each have the authority to execute, deliver and perform their obligations under the Agreement, having obtained all required Board of Directors or other consents, and are duly organized or formed and validly existing in good standing under the laws of the state(s) of their incorporation or formation.

(b) Conflicts. Licensee acknowledges that Licensor is engaged in various marketing and promotional activities which are designed to promote and enhance the sport of stock car racing and the goodwill of the Marks which involve relationships with numerous organizations and individuals who serve as sponsors, owners, advertisers and business partners. Licensee agrees that in the event Licensor determines that Licensee's activities taken pursuant to this Agreement come into conflict with the interests or rights of other licensees, Licensee shall in good faith cooperate with Licensor in order to resolve the conflict and, in the event the conflict cannot be resolved, shall take the action requested by Licensor as long as it is commercially practical to do so.

14. EFFECT OF EXPIRATION OR TERMINATION.

(a) Royalty Payments. The entire unpaid balance of all Royalty Payments owing and due under this Agreement shall immediately become due and payable upon termination.

(b) Use of Marks. After expiration or termination of this Agreement for any reason, Licensee shall refrain from further use of any of the Marks or any similar mark, except as provided in Section 14(c), or unless expressly authorized by Licensor.

(c) Inventory. After expiration or termination of this Agreement, Licensee shall have no further right to manufacture Licensed

Products, Licensed Premiums (if applicable) or other products utilizing the Marks, but may continue to distribute its remaining inventory of Licensed Products in existence at the time of expiration or termination for a period of sixty (60) days, provided all statements (including a final statement as hereinafter described) and payments then due have been delivered and that during the disposal period Licensee delivers all statements and payments due in accordance with Section 5 and complies with all other terms and conditions of this Agreement. Notwithstanding the foregoing, Licensee shall not manufacture, sell or distribute any Licensed Products or Licensed Premiums (if applicable) after the expiration or termination of this Agreement because of: (a) departure of Licensee from the quality and style approved by Licensor under this Agreement; (b) failure of Licensee to obtain product or design approval; or (c) a default under Section 12.

(d) Final Statement. Thirty (30) days before the expiration of this Agreement, Licensee shall furnish to Licensor a statement showing the number and description of Licensed Products and/or Licensed Products (if applicable) on hand or in process. If this Agreement is terminated prior to the expiration date for any reason, such statement shall be furnished within ten (10) days after notice of termination. Licensor reserves the right to conduct physical inventories to ascertain or verify the amount of remaining inventory.

15. SURVIVAL OF RIGHTS.

(a) Rights in the Marks. The terms and conditions of this Agreement necessary to protect the rights and interests of the Licensor in the Marks including, but not limited to, Licensee's obligations under Section 7, shall survive the termination or expiration of this Agreement.

(b) Statements and Payments. The terms and conditions of this Agreement requiring Licensee to furnish Licensor with reports, statements, or accounts and payment of monies due to Licensor, and providing Licensor with the right to examine and make copies of Licensee's books and records to determine or verify the correctness and accuracy of Licensee's reports, statements, accounts or payments shall survive the termination or expiration of this Agreement.

(c) Other Activities. The terms and conditions of this Agreement providing for any activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

16. NOTICES. Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given: (i) when hand delivered, (ii) upon delivery when sent by express mail, courier, overnight mail or other overnight or next day delivery service, (iii) when received when sent by facsimile provided that a copy thereof is contemporaneously delivered pursuant to Section 16 (i), (ii) or (iv) hereof, or (iv) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, charges prepaid, addressed as follows:

Licensor: National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Blvd.
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attention: General Counsel

with a copy to:

NASCAR, Inc.
Suite 3900; One Wachovia Center
301 South College Street
Charlotte, North Carolina 28202
Attention: Contract Administrator

Licensee: BSI Products, Inc.
9510 Berger Road
Columbia, Maryland 21046
Attention: Scott Robinson

Licensor or Licensee may change its address by giving written notice of such change of address to the others in accordance with this Section 16.

17. CONFORMITY TO LAW. Licensee shall comply with all laws, regulations and standards relating or pertaining to the manufacture, distribution, sale, advertising or use of the Licensed Products and/or Licensed Premiums (if applicable) and shall maintain the highest quality and standards; and Licensor's guidelines, including the Logo Guidelines for Licensing. Licensee shall comply with the requirements of any regulatory agencies (including without limitation the United States Consumer Product Safety Commission, obtain and maintain all required permits and licenses at Licensee's expense, and pay all taxes due on or by reason of the manufacture, distribution or sale of any Licensed Products) which shall have jurisdiction over the Licensed Products and/or Licensed Premiums.

18. MISCELLANEOUS.

(a) General. This Agreement and any rights herein granted are personal to Licensee and shall not be assigned, sublicensed, or encumbered without Licensor's written consent. This Agreement constitutes the entire Agreement and understanding between the parties hereto and cancels, terminates, and supersedes any prior Agreement or understanding relating to the subject matter hereof between Licensee and Licensor. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor shall be deemed a waiver of any subsequent breach. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When necessary for appropriate meaning, a plural shall be deemed to be the singular and the singular shall be deemed to be the plural. The Logo Guidelines for Licensing and any attached Schedules, Exhibits and/or Appendices are integral parts of this Agreement. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Florida and shall not be binding on Licensor until signed by an officer of the National Association for Stock Car Auto Racing, Inc. In the event of any litigation arising out of a breach or threatened breach of the Agreement by Licensee or infringement of Licensor's rights by Licensee, Licensor shall be reimbursed for its reasonable attorneys' fees and other expenses of such litigation. This Agreement was negotiated among the parties, each of whom had an opportunity to consult with legal counsel during the negotiations, drafting, and execution of this Agreement and the parties agree that this Agreement shall not be construed against any party as the drafter.

(b) Confidentiality. The parties agree that the terms and conditions of this Agreement shall be kept confidential and shall not be disclosed to any third person or entity unless authorized by Licensor or required by law.

(c) Jurisdiction. LICENSOR AND LICENSEE EACH HEREBY AGREE THAT THE FEDERAL COURT OF THE MIDDLE DISTRICT OF FLORIDA OR, AT THE OPTION OF THE LICENSOR, ANY STATE COURT LOCATED IN VOLUSIA COUNTY, FLORIDA, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN LICENSOR AND LICENSEE, PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, OR TO ANY MATTER ARISING THEREFROM, OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HERewith OR THEREWITH. LICENSEE EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS, HEREBY WAIVING PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO LICENSEE AT THE ADDRESS OF LICENSEE SET FORTH IN THE NOTICE PROVISION OF THIS AGREEMENT. SHOULD THE LICENSEE FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY (30) DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF JURISDICTION SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY LICENSOR OR THE ENFORCEMENT BY LICENSOR OF ANY JUDGMENT OBTAINED IN SUCH JURISDICTION IN ANY OTHER APPROPRIATE JURISDICTION.

19. SPECIAL STIPULATIONS.

(a) Internet Restrictions. Licensee is prohibited from using the Marks in any domain name registration or uniform resource locator (URL) address without Licensor's prior written approval in its sole discretion. It is further agreed and understood that should Licensee desire to use the Marks on any Internet site, such usage shall be subject to Licensor's prior written approval in its sole discretion.

(b) Premiums.

(i) Premiums by Licensee. If Licensee wants to use, manufacture, sell or distribute a Premium to promote Licensed Products, such use, must be approved in writing by Licensor, in its sole discretion, in the form of a separate fully-executed appendix to this Agreement prior to the Promotion and/or use of the Premium. Further, such Premium must be a Licensed Premium.

(ii) Premiums by Third Parties. Should Licensee wish to permit a third party to use the Licensed Product as a Premium, such use must be approved in writing by Licensor, in its sole discretion, prior to the Promotion and/or use of the Premium. Such third party must enter into a separate Premium license agreement with Licensor that will include separate terms, royalties, and

licensing fees. Except as may be approved by Licensor in writing, Licensee shall not manufacture, sell, or distribute Licensed Products produced as Licensed Products sold in Retail channels as Premiums, for publicity purposes, for fund raising, as giveaways, in combination sales, or for disposal under similar methods of merchandising.

(c) Third Parties. It is agreed and understood that the Agreement does not grant any rights to do business with track promoters, drivers, teams or other third parties. Track promoters, drivers and teams are individual third parties, and as a result all such deals must be negotiated separately between Licensee and each party. It is the responsibility of the Licensee to obtain the rights of any third parties who will appear on Licensed Products and/or Licensed Premiums (if applicable), and Licensee shall provide a copy of any agreement or documentation with respect to third parties approval upon Licensor's request. Furthermore, Licensee shall not use the Marks in connection with trade names or trademarks of drivers, racing team personnel, cars, car owners, racetracks, etc. unless Licensee has obtained the rights to the same in connection with the Marks, and such use has been approved through Licensor.

(d) Public Statements and Press Releases. In addition to any other provisions in the Agreement, including Section 18 herein, Licensee acknowledges and agrees that it shall coordinate with Licensor the content and timing of the release of any and all public statements or press releases regarding any terms of the license, including, but limited to the nature of the Licensed Products or other terms in the Agreement.

(e) Database. In addition to any other consideration set forth herein, Licensee agrees to support the Agreement by providing to Licensor its database information of persons that it compiles in relation to the Agreement for use in conjunction with the NASCAR Members Club and the NASCAR RacePoints program, which are operated by a separate third party, NMP, LLC. Such database information will also be used by NASCAR in conjunction with its own marketing initiatives. Licensee shall provide such database information on an annual basis during the term of the Agreement, and all such databases will be provided to Licensor at no cost to Licensor or NMP, LLC. Additionally, Licensor and NMP, LLC, shall have the right to continue to use such database information as set forth above beyond the term of the Agreement. Further, Licensee shall be responsible for and ensure compliance with any and all privacy laws to permit NASCAR and NMP, LLC, use of such information, including, but not limited to, obtaining any and all notices, releases, affidavits, waivers and/or opt-out provisions. Should Licensor wish to use such database information for any additional purposes, any such use shall be subject to Licensee's prior written approval.

(f) Retail Sales Information. Licensee agrees to authorize and/or approve Licensor unrestricted access for any and all Licensed Products sales and inventory information collected by any retailer's point-of-sales system (e.g., Wal-Mart Retail Sales collection system called "Retail Link") or any other method of sales collection and dissemination. Licensee shall provide to Licensor, on at least a quarterly basis, a listing of SKU numbers of all Licensed Products shipped to any and all retailers. Upon Licensee's request, Licensee shall provide Licensor any and all sales information on any SKU from any retailer.

(g) Diverted and Parallel Goods. Licensee understands and acknowledges the meanings of Diverted Goods (i.e., any goods manufactured by someone acting on behalf of a NASCAR Licensee, which goods are not delivered by the manufacturer to such Licensee or to a person designated by such Licensee to receive such goods) and Parallel Goods (i.e., Licensed Products transferred outside of the Territory or brought into the Territory in violation of the Agreement) and Licensee shall use all commercially reasonable means to prevent the creation of any such goods by its employees, agents, representatives, or any others operating under its direction, supervision, or control and involving the Marks. Licensee shall stamp on all invoices and require any authorized sublicensees and distributors to stamp on their invoices, a prominent legend that states that the Licensed Products are allowed to be sold only within the Territory and only to an end user. Licensee shall periodically, and at the request of Licensor, inquire of its authorized distributors, agents, and customers as to whether they are observing territorial limits and shall periodically report in writing to Licensor the results of such inquiries. Licensee shall notify Licensor of all orders from, or on behalf of, a customer who Licensee knows (or has reason to know after having made reasonable inquiry) is located outside the Territory or intends to resell the Licensed Products outside the Territory. If Licensee knows or has reason to know that any Licensed Product sold by Licensee is resold outside the Territory, Licensee shall compensate Licensor for the injury to its licensing and distribution program and shall pay all costs and expenses, including attorney's fees, required to remove such goods from the marketplace. Any such monetary damages shall be in addition to, and not in lieu of, such other rights and relief (including injunctive relief) as may be available to Licensor. Licensee shall incorporate within its contracts of sale or sales orders a provision similar in substance to this subparagraph and which provides that the obligations set forth in this subparagraph shall be a continuing obligation on the re-sale of the Licensed Products to subsequent authorized wholesale purchasers and which makes Licensor a third party beneficiary of such provision.

SCHEDULE 1

MARKS:

1. The mark NASCAR & DESIGN, as reflected in U.S. Reg. No. 1,850,527.



2. The word mark NASCAR, as reflected in U.S. Reg. No. 1,908,112.

NASCAR

EXAMPLE SPONSORSHIP AGREEMENT



MEMO

TO: Gary Crotty

FROM: Ed Bennett

CC: Brian France, Mike Helton, Paul Brooks, Tom Bledsoe, Todd Wilson, Brooke Beyer

DATE: July 18, 2007

RE: NASCAR Sponsorship Agreement - AFLAC

Attached please find an original, executed Sponsorship Agreement between NASCAR and AFLAC, effective July 1, 2007.

Following is a summary of the Agreement:

COMPANY: AFLAC, Incorporated

CATEGORY: Supplemental insurance to include: Accident and disability insurance, dental insurance, vision insurance, hospital intensive care insurance, hospital emergency recovery and outpatient insurance, long-term care insurance, specified health event insurance, cancer insurance, hospital confinement indemnity insurance, personal short-term disability insurance; medicare supplement insurance and nursing home care and home health care insurance.

DESIGNATION: "Official Supplemental Insurance Partner of NASCAR"

EXCLUSIVITY: Exclusive

TERRITORY: USA

TERM: July 1, 2007 to December 31, 2010

Memo to Gary Crotty from Ed Bennett
July 18, 2007
RE: NASCAR Sponsorship Agreement - AFLAC
Page 2 of 2

ANNUAL RIGHTS FEES (payable to NASCAR):

For 2007: \$500,000 due upon execution

For 2008: \$800,000 due by January 1, 2008
\$800,000 due by July 1, 2008

For 2009: \$824,000 due by January 1, 2009
\$824,000 due by July 1, 2009

For 2010: \$848,720 due by January 1, 2010
\$848,720 due by July 1, 2010

ADDITIONAL SUPPORT (commencing 2008):

Commencing in 2008 and for each year of the Agreement thereafter, AFLAC will use best efforts to support the Agreement with an annual commitment of \$2,000,000 towards endorsement of NNCS, NBS and/or NCTS drivers and/or teams, and/or NASCAR industry support of comparable value.

SPONSORSHIP AGREEMENT

BY AND BETWEEN

**NATIONAL ASSOCIATION FOR
STOCK CAR AUTO RACING, INC.**

AND

AFLAC, INCORPORATED

DATED AS OF JULY 1, 2007

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement"), also referenced as MK07021, shall be effective as of July 1, 2007, by and between National Association for Stock Car Auto Racing, Inc. ("NASCAR"), a corporation organized under the laws of the state of Florida, having its principal place of business at 1801 West International Speedway Blvd., P.O. Box 2875, Daytona Beach, Florida 32120-2875 ("NASCAR"), and AFLAC, Incorporated ("Sponsor"), a Georgia corporation, having its principal place of business at 1932 Wynnton Road, Columbus, Georgia 31999.

Background

NASCAR is the foremost sanctioning body of stock car racing in North America and is engaged in, among other things, the sanctioning of racing events and development of merchandising of various products relating to stock car and truck racing, and is the owner of certain trademarks and service marks and the goodwill therein; and

NASCAR desires to grant to Sponsor, and Sponsor desires to accept from NASCAR, an exclusive, nontransferable sponsorship to use the NASCAR trade name, trademarks, and logo in the Advertising and Promotion of the Category pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. DEFINITIONS.

- (a) "Advertising" means all forms of promotional materials in any medium, including, but not limited to, print advertisements, outdoor advertising, free-standing inserts (FSI), in-store point-of-purchase (POP), trade materials, internal printed materials, television commercials, radio commercials, and Sponsor's online websites, www.aflac.com and aflacracing.com, provided that any approved use on such website only creates an affiliation between NASCAR and Sponsor's specific Category services.
- (b) "Affiliate" means, with respect to a person, an entity directly or indirectly controlling, controlled by or under common control with such person, provided that such entity shall be considered an Affiliate only for the time during which such control exists. For purposes of this Agreement, it is agreed and understood that International Speedway Corporation shall not be deemed an Affiliate of NASCAR.



- (c) “Designations” means the designations owned by NASCAR, as set forth in Section 1(c) of Appendix A, that Sponsor may use to refer to itself in the Advertising and Promotion of the Category during the Term of this Agreement.
- (d) “NASCAR” means the National Association for Stock Car Auto Racing, Inc.
- (e) “NASCAR Marks” means the trade names, trademarks, logos, and service marks listed on Schedule 1 (excluding any component that is deemed a Sponsor Mark).
- (f) “Packaging” means all labels, containers, packages, tags, and displays.
- (g) “Payments” means the consideration that Sponsor is obligated to pay to NASCAR pursuant to Appendix A.
- (h) “Premium” means any product sold or given away for the purposes of increasing the sale, promoting, or publicizing of any other product, service, or establishment, including, but not limited to, incentives for sales force, internal corporate sales, trade or consumer promotions, self-liquidating offers, and sales of products through distribution schemes involving earned discounts or “bonus” points based on consumers’ use of offered product or service.
- (i) “Promotion” means any activity through Advertising, publicity, or other means of exposure, in or on Premiums, point-of-purchase displays, print or electronic, or any other medium.
- (j) “Proprietary Product-themed Tagline” means the phrase, as provided in Appendix A, that the parties develop that encompasses Sponsor’s partnership with NASCAR for use in Advertising and Promotion in the Category.
- (k) “Retail Merchandise” means the products (i.e., apparel, novelties, gifts, toys, etc.) that are sold and/or distributed directly to or for retail outlets, mail order, or catalogs, where the products are ultimately sold to consumers.
- (l) “Sponsor Marks” means the trade names, trademarks, logos, and service marks listed on Schedule 2.
- (m) “Sponsorship” means the sponsorship granted to Sponsor in Section 2 of Appendix A.
- (n) “Stock Car and/or Stock Truck Theme” means that which: (i) includes race vehicles resembling or bearing the likeness of stock-appearing automobiles manufactured for consumer use on public highways and roads *and* resembling race vehicles that compete in NASCAR-sanctioned event competition; (ii) incorporates a driver or team that participates in NASCAR-sanctioned event competition; and/or (iii) incorporates a NASCAR-sanctioned event. For purposes of clarification, Roush-Fenway creative

materials or representations of Jack Roush by themselves without any reference or context to a component as set forth above in (i)-(iii) shall not constitute a Stock Car or Stock Truck Theme as defined herein.

- (o) “Term” means the term of the Agreement as set forth in Section 3 of Appendix A.
- (p) “Territory” means the geographic region set forth in Section 1(e) of Appendix A.
- (q) “Works” means any original design, artwork or compilation, or derivative.

2. GRANT OF RIGHTS.

Subject to the terms and conditions of this Agreement, NASCAR and Sponsor hereby grant to the other party such rights as are fully described on Appendix A.

3. LIMITATION OF RIGHTS.

- (a) Logo Use Restrictions. The NASCAR Marks are non-transferable to any third parties, including, but not limited to, Sponsor’s trade customers, suppliers, advertising and promotional agencies, vendors and promotional tie-in partners.

Furthermore, notwithstanding the foregoing, NASCAR shall permit third party insurance associates licensed by Sponsor (“Insurance Associates”) the limited right to use the NASCAR Marks to promote the Sponsorship with NASCAR, provided that:

- (i) Sponsor will ensure that such Insurance Associates’ use of the NASCAR Marks will be: (A) in compliance with the terms and conditions of this Agreement; (B) solely in connection with the sale, Promotion, or Advertising of the Category; and (C) in such a form as to clearly indicate that Sponsor and not any Insurance Agent, any other third party entity, or any other brand, product or service has the association with NASCAR;
- (ii) All use of the NASCAR Marks by Insurance Associates must originate from Sponsor and may not be altered by Insurance Associates; for purposes of clarification, Insurance Associates may only add their specific store location/contact information and/or dates of a specific in-store Promotion to any approved creative as set forth in this Section 3(a) without any additional approval by NASCAR, but Insurance Associates may make no other additions, subtractions and/or alterations other than those set forth in this Section 3(a)(iii) unless submitted by Sponsor and approved by NASCAR as set forth in Section 8(d) of this Agreement.

It is agreed and understood that if any Insurance Agent shall cease to provide services within the Category or if such Insurance Agent ceases to exist or ceases to be an Insurance Agent as defined herein, then such former Insurance Agent shall no longer have the right to use the NASCAR Marks as of the effective date of any of such foregoing circumstances.

(b) Sponsor's Obligation to Use the NASCAR Marks.

- (i) General Obligation. During the Term and except as set forth herein, Sponsor shall not manufacture, sell, or distribute any products (i.e., Retail Merchandise and/or Premiums), including corresponding Advertising and Promotions, that contain the Sponsor Marks with a Stock Car and/or Stock Truck Theme that do not bear the NASCAR Marks or the NASCAR bar logo or word mark without NASCAR's prior written approval, such approval not to be unreasonably withheld. In the event that NASCAR elects not to include the NASCAR Marks or NASCAR bar logo or word mark on any such products, Advertising or Promotions, Sponsor will be permitted to proceed with such endeavor without the NASCAR Marks or NASCAR bar logo or word mark, and shall have no further obligation to NASCAR resulting from such endeavor. By way of illustration, if Sponsor wishes to create an online game using a Stock Car and/or Stock Truck Theme with the NASCAR Marks, but NASCAR is unable to approve such use because of third party commitments, Sponsor shall be permitted to create, produce and disseminate such online game with a Stock Car and/or Stock Truck Theme, provided it does not make use of the NASCAR Marks in connection therewith.
- (ii) Exceptions to Obligation. Notwithstanding the requirements of Section 3(b)(i), Sponsor shall not be required to use the NASCAR Marks and/or the NASCAR bar logo on any Stock Car or Stock Truck-Themed Advertising, Promotion, Premiums or Retail Merchandise pre-existing the effective date of this Agreement, provided that any subsequent printing, production, or manufacture of such items shall include the NASCAR Marks and/or NASCAR bar logo or word mark pursuant to the terms herein.
- (c) Third Party Trade Names. Sponsor shall not use the NASCAR Marks in connection with trade names or trademarks of drivers, racing team personnel, cars, car owners or racetracks unless Sponsor has obtained the rights to the same in connection with the NASCAR Marks, and such use has been approved through NASCAR.
- (d) No Affiliation. Sponsor cannot create the perception that there is a relationship or sponsorship affiliation between NASCAR and any other entity and/or product.
- (e) Sweepstakes. Sponsor shall not use the NASCAR Marks in conjunction with any lottery, sweepstakes, game of chance, or any similar promotional or sales program

unless Sponsor obtains NASCAR's prior written approval. Sponsor warrants that such programs shall comply with any and all applicable laws and regulations. Furthermore, the NASCAR Marks may not be used in the title of such program in such a way as to indicate that such program is initiated by NASCAR (e.g., "NASCAR's Start Your Engine Sweepstakes").

4. PERFORMANCE.

Sponsor agrees to use its best efforts to use the NASCAR Marks to advertise and promote the Category throughout the Territory, consistent with its marketing and promotional plans.

5. PAYMENTS AND PENALTIES.

- (a) No Cross-Collateralization. Any Payments for the Annual Rights Fee or minimum annual commitments, as set forth in Appendix A, shall only be applied against those respective Annual Rights Fee and minimum annual commitments for the contract year in which the Payments were due (i.e., any shortfall in, or payment in excess of, the minimum annual commitment or Annual Rights Fee for a contract year may not be offset or credited against the minimum annual commitment or Annual Rights Fee for any other contract year, against any other annual minimum commitment, or against any NASCAR license held by Sponsor).
- (b) Payments. All Payments due NASCAR shall be made as set forth in Section 4(a) of Appendix A. All computations and payments shall be in U.S. dollars at the spot rate for the local currency as published in the Wall Street Journal for the last business day of the preceding month.
- (c) Interest on Late Payments. Failure to submit timely Payments shall result in an additional charge of one and one-half percent (1½%) per month on any balance unpaid as of the applicable period.
- (d) Delivery of Payments. Sponsor shall, unless otherwise directed in writing by NASCAR, send all Payments to:

National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Blvd. (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attn: Treasurer/Accounting Dept.

6. OWNERSHIP OF THE LOGO AND MARKS, AND PROTECTION OF RIGHTS.

- (a) NASCAR's Rights. Sponsor acknowledges and agrees that NASCAR owns the NASCAR Marks and any registrations therefor, as well as any trademarks, trade names, or service marks or domain names that incorporate such trademarks, trade names, or service marks adopted and used or approved for use by NASCAR, and that each of the NASCAR Marks is valid. Sponsor acknowledges the validity of the state and federal registrations NASCAR owns, obtains or acquires for the NASCAR Marks. Sponsor shall not at any time, file any trademark application with the United States Patent and Trademark Office (hereinafter, referred to as "USPTO"), or with any other governmental entity for the NASCAR Marks or any similar marks. Sponsor shall not use any of the NASCAR Marks or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the NASCAR Marks or any similar mark shall be transferred to NASCAR without compensation. In the event a logo, slogan, award name, series title, etc. is created ("Created Intellectual Property"), whether or not created jointly pursuant to this Agreement, NASCAR owns in perpetuity and solely the right to use such Created Intellectual Property. Notwithstanding, NASCAR's ownership of such Created Intellectual Property shall not extend to Sponsor Marks as set forth on Schedule 2.
- (b) Sponsor's Rights. NASCAR acknowledges and agrees that Sponsor owns the Sponsor Marks and any registrations therefor, as well as any trademarks, trade names, or service marks or domain names that incorporate such trademarks, trade names, or service marks adopted and used or approved for use by Sponsor, and that each of the Sponsor Marks is valid. NASCAR acknowledges the validity of the state and federal registrations Sponsor owns, obtains or acquires for the Sponsor Marks. NASCAR shall not at any time, file any trademark application with the USPTO, or with any other governmental entity for the Sponsor Marks or any similar mark. NASCAR shall not use any of the Sponsor Marks or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the Sponsor Marks or any similar mark shall be transferred to Sponsor without compensation.
- (c) Joint Logo. During the Term each party shall share the ability to use and jointly enforce the Joint Logo. Notwithstanding the foregoing, it is agreed and understood that each party owns all right, title, and interest in its respective trademarks. Upon the expiration or sooner termination of this Agreement, any and all rights of either party to use the Joint Logo design or designs, or any substantially similar design, shall cease absolutely.
- (d) Challenge or Objection. Sponsor shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the USPTO, any application or registration



of NASCAR. Sponsor shall not object to, or file any action or lawsuit because of, any use by NASCAR of any NASCAR Marks for any goods or services, whether such use is by NASCAR directly or through different sponsors, licensees, or any other authorized users. Additionally, NASCAR shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the USPTO, any application or registration of Sponsor. NASCAR shall not object to, or file any action or lawsuit because of, any use by Sponsor of any Sponsor Marks for any goods or services, whether such use is by Sponsor directly or through different authorized users.

- (e) Goodwill. Sponsor recognizes the great value of the goodwill associated with the NASCAR Marks and acknowledges that such goodwill belongs to NASCAR, and that such NASCAR Marks have secondary meaning. Sponsor shall not, during the Term of this Agreement or thereafter, attack the property rights of NASCAR, attack the validity of this Agreement, or use the NASCAR Marks, or any similar mark, in any manner other than as provided hereunder. Accordingly, NASCAR recognizes the great value of the goodwill associated with the Sponsor Marks and acknowledges that such goodwill belongs to Sponsor, and that such Sponsor Marks have secondary meaning. NASCAR shall not, during the Term of this Agreement or thereafter, attack the property rights of Sponsor, attack the validity of this Agreement, or use the Sponsor Marks, or any similar mark, in any manner other than as provided hereunder.

- (f) Notice of Claim. Sponsor agrees to assist NASCAR in the protection of the NASCAR Marks and shall provide, at a reasonable cost to be borne by NASCAR, any evidence, documents, and testimony concerning the use by Sponsor of any one or more of the NASCAR Marks, which NASCAR may request for use in obtaining, defending, or enforcing rights in any NASCAR Marks or related application or registration. Sponsor shall notify NASCAR in writing of any infringements or imitations by others of the NASCAR Marks of which it is aware. NASCAR shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Sponsor shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of NASCAR to do so. Sponsor agrees that it is not entitled to share in any proceeds received by NASCAR (by settlement or otherwise) in connection with any formal or informal action brought by NASCAR or any other entity.

- (g) Copyright. Sponsor and NASCAR acknowledge that any rights, including copyrights, that the parties might have in original Works created by them individually pursuant to this Agreement, do not extend to any portion or aspect of the marks of any of the other parties, or any derivatives thereof (as defined in Section 101 of the Copyright Act), as well as any and all other works of authorship or intellectual property contributed by the parties, and do not in any way dilute or affect the interests of either party in their respective marks or any derivatives thereof, including any and all other works of authorship or intellectual property contributed by the parties



individually. Accordingly, Sponsor and NASCAR shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the marks of any of the other parties, or any derivatives thereof included, except in accordance with this Agreement. Sponsor and NASCAR shall not affix a copyright notice to any product bearing the marks of any of the other parties, or otherwise attempt to obtain or assert copyright rights in any artwork or design which contains the marks of any of the other parties, without the express written authorization of the other party.

- (h) Injunctive Relief. Sponsor acknowledges that its breach or threatened breach of this Agreement may result in immediate and irreparable damage to NASCAR and that money damages alone may be inadequate to compensate NASCAR. Therefore, in the event of a breach or threatened breach of this Agreement by Sponsor, NASCAR may, in addition to other remedies, immediately seek to obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance. NASCAR likewise acknowledges that its breach or threatened breach with respect to the use of the Sponsor Marks by NASCAR, if any, may result in immediate and irreparable damage to Sponsor and that money damages alone would be inadequate to compensate Sponsor. Therefore, in the event of a breach or threatened breach with respect to the use of the Sponsor Marks by NASCAR, Sponsor may, in addition to other remedies, immediately seek to obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance with respect to the use of the Sponsor Marks. Notwithstanding the foregoing, under no circumstances shall Sponsor be permitted to stop, interfere with or otherwise impact NASCAR's ability to conduct its race events and/or competitions. In the event of any breach or threatened breach of this Agreement by either party or infringement of any rights of the non-breaching party, if the non-breaching party employs attorneys or incurs other expenses, the breaching party shall reimburse the non-breaching party for its reasonable attorney's fees and other expenses if the non-breaching party prevails.

7. DEVELOPMENT /USE OF TAGLINE AND JOINT LOGO.

Subject to NASCAR's prior written approval in its reasonable discretion, Sponsor shall have the right to develop one (1) additional Tagline, as defined in Appendix A, encompassing its partnership with NASCAR for use by Sponsor in Advertising and Promotion in the Category during the Term. Any use of the Tagline upon the expiration and/or termination of this Agreement shall be subject to Section 14 of this Agreement. In addition, the parties shall mutually agree to a Joint Logo for use in Advertising and Promotion in the Category as set forth on Schedule 3, subject to Section 6(c) of the Agreement.

8. SPONSOR'S USE OF MARKS—PROMOTION & ADVERTISING.

- (a) Use of NASCAR Marks. Sponsor, through its own endeavors and at its own expense, shall be entitled to promote its association with NASCAR within the

Territory through NASCAR's racing divisions using the NASCAR Marks in Advertising and Promotion. Such right shall also include the ability, through its own endeavors and its own expense, to promote its association with NASCAR in the Territory through certain Premium(s) and Promotion(s) which include the NASCAR Marks as described herein. Sponsor shall submit all materials and products bearing the NASCAR Marks to NASCAR for approval prior to production.

- (b) Premium Rights. Subject to Section 3(b)(ii), Sponsor agrees that any and all Premiums that include a Stock Car or Stock Truck Theme, and any and all Premiums that are involved in Promotions that include a Stock Car or Stock Truck Theme, shall include the NASCAR Marks and/or NASCAR bar logo or word mark, and all such Premiums shall be manufactured by a NASCAR licensee, subject to the terms provided herein. All such Premiums will be: (i) NASCAR-licensed; and (ii) subject to a separate Premium licensing agreement that will include separate terms and licensing fees and other compensation being paid to NASCAR by the Premium manufacturer for such Premiums. For purposes of clarification, any use of the NASCAR Marks and/or NASCAR bar logo or word mark on merchandise (apparel, pens, golf balls, etc.) shall be deemed a NASCAR Premium and will be subject to the terms set forth herein.
- (c) Promotional Obligations. Subject to Section 3(b)(ii):
- (i) Promotions. Sponsor agrees that any and all of its Promotions that include a Stock Car or Stock Truck Theme shall include the NASCAR Marks and/or Proprietary Product-themed Tagline.
- (ii) Premiums. All Premiums that Sponsor uses in connection with such approved Promotions must bear the NASCAR Marks and/or NASCAR bar logo or word mark or incorporate the NASCAR Marks and/or NASCAR bar logo or word mark.
- (iii) Advertising. Sponsor agrees that any and all of its Advertising that include a Stock Car or Stock Truck Theme shall include the NASCAR Marks.
- (iv) Retail Merchandise. Except as set forth below, Sponsor agrees that all Stock Car or Stock Truck-Themed Retail Merchandise manufactured and distributed by or licensed by Sponsor shall be cross-licensed with the NASCAR Marks and/or NASCAR bar logo or word mark. Such Retail Merchandise shall be subject to a separate licensing agreement that will include separate terms and licensing fees. NASCAR will be paid a royalty on such products per its standard licensing terms for each product category. Notwithstanding the foregoing, NASCAR, in its sole discretion, may elect not to cross-license the NASCAR Marks and/or NASCAR bar logo or word mark with such Retail Merchandise.

(d) Approval of Use of Marks.

- (i) Approval for Advertising not related to Consumer or Trade Promotion(s) or Premium(s). Any proposed use of the NASCAR Marks shall be submitted to NASCAR for approval with the NASCAR Promotional Questionnaire/Approval Form, as set forth in Exhibit A, and which may be amended from time to time by NASCAR, at least thirty (30) days prior to its intended first use. Failure by NASCAR to respond within fourteen (14) working days of receipt of the proposed use will be deemed to be a disapproval. Sponsor shall submit all such logos, and/or their proposed uses, as well as such NASCAR Promotional Questionnaire/Approval Forms, as set forth above to:

National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Blvd. (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attention: AFLAC Contract Administrator

- (ii) Approval for Premium(s) and Consumer or Trade Promotion(s). All proposed Promotion(s), Premium(s), and any and all collateral materials used to promote such Premium(s) and/or Promotion(s) (hereinafter, "Collateral Materials"), and the designs thereof, which include the NASCAR Marks and/or incorporate a Stock Car or Stock Truck Theme, shall be submitted for approval with the NASCAR Promotional Questionnaire/Approval Form at least forty five (45) days prior to its intended first use, to:

National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Blvd. (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attention: AFLAC Contract Administrator

Failure by NASCAR to respond within fourteen (14) working days of receipt of the proposed Promotion, Premium, or Collateral Materials will be deemed to be a disapproval.

9. NO JOINT VENTURE OR ENDORSEMENT.

Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and no party shall have any power to obligate or bind the other whatsoever. NASCAR is not in any way a guarantor of the quality of any product produced by Sponsor. Sponsor shall neither state nor imply, directly or indirectly, that Sponsor and/or its

activities other than under this Agreement are supported, endorsed, or sponsored by NASCAR and, upon direction of NASCAR, shall issue express disclaimers to that effect.

10. INFRINGEMENT.

Sponsor represents and warrants to NASCAR that all designs, taglines, and products submitted for approval are not subject to any valid patent, copyright, trademark or any other proprietary rights of any non-consenting third party. NASCAR shall not be liable as the result of activities by Sponsor under this Agreement for infringement of any patent, copyright, trademark or other right belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Sponsor because of any patent, copyright, or trademark held by a third party, provided, however, that unless otherwise provided herein, Sponsor shall not be liable for any claim that the NASCAR Marks infringe upon any patent, copyright, trademark or other right belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement.

11. INDEMNIFICATION AND INSURANCE.

- (a) Indemnification by Sponsor. Sponsor is solely responsible for, and will defend, indemnify and hold harmless NASCAR and its Affiliates, and the shareholders, directors, officers, agents, employees of NASCAR and of its Affiliates from any and all loss, costs, expenses (including reasonable attorney's fees) claims, demands, liabilities, causes of action or damages, arising out of:
- (i) any unauthorized use of or infringement of any trademark, service mark, copyright, patent, process, method or device or other proprietary right by Sponsor or Insurance Associates in connection with the designs and the products covered by this Agreement, excluding the use of the NASCAR Marks in accordance with this Agreement;
 - (ii) alleged defects or deficiencies in the products or services in the Category or the use thereof (including, but not limited to, product liability claims) or false advertising, fraud, misrepresentation or other claims related to the products not involving a claim of right to the NASCAR trademarks unless otherwise provided herein;
 - (iii) the unauthorized use of the NASCAR Marks and/or NASCAR bar logo or word mark by Sponsor or Insurance Associates or any material breach by Sponsor of this Agreement;

- (iv) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party;
 - (v) agreements or alleged agreements made or entered into by Sponsor to effectuate the terms of this Agreement; and/or
 - (vi) the services performed, or actions taken, or actions not taken by Sponsor, Insurance Associates or those acting under Sponsor's or Insurance Associates' direction in connection with the Promotions conducted pursuant to this Agreement, whether during the Term of this Agreement or thereafter, including the operation and management of any event and/or activity incidental thereto, or any prize fulfillment (including charity/ promotional items bearing the NASCAR Marks) and use and/or operation of any such prizes or charity/promotional items; or the failure of Sponsor, Insurance Associates or those acting under Sponsor's or Insurance Associates' direction to comply with all applicable statutes, ordinances, regulations or other requirements of any governmental authority in relation to the development and execution of Promotions conducted pursuant to this Agreement.
- (b) Indemnification by NASCAR. NASCAR is solely responsible for, and will at all times defend, indemnify and hold harmless Sponsor and its Affiliates, and the shareholders, directors, officers, agents, employees and representatives of Sponsor and of its Affiliates from any and all loss, costs, expenses (including reasonable attorney's fees) claims, demands, liabilities, causes of action or damages, arising out of any material breach of representation, warranty or other obligation or provision hereof.

The indemnifications hereunder shall survive the expiration or termination of this Agreement.

- (c) Insurance by Sponsor. Sponsor shall have and maintain for the Term of this Agreement at its sole discretion either self-insurance or appropriate types and amounts of corporate insurance to satisfy its indemnification obligations set forth in Section 11(a) of this Agreement.

12. PARTIES' REPRESENTATIONS AND COVENANTS.

- (a) Authority of Sponsor. Sponsor agrees and represents that Sponsor has the authority to execute, deliver, and perform its obligations under this Agreement, having obtained all required Board of Directors or other consents, and is duly organized or formed and validly existing in good standing under the laws of the state of its incorporation or formation.

- (b) Authority of NASCAR. NASCAR agrees and represents that NASCAR has the authority to execute, deliver, and perform its obligations under this Agreement, having obtained all required Board of Directors or other consents, and is duly organized or formed and validly existing in good standing under the laws of the state of its incorporation or formation.
- (c) Conflicts. Sponsor acknowledges that NASCAR is engaged in various marketing and promotional activities which are designed to promote and enhance the sport of stock car and stock truck racing, and the goodwill of the NASCAR trademarks. Sponsor further acknowledges that NASCAR's marketing and promotional activities involve relationships with numerous companies, organizations and individuals who serve as sponsors, owners, advertisers, licensees, and business partners. Sponsor agrees that, in the event NASCAR determines that Sponsor's activities taken pursuant to this Agreement come into conflict with the interests or rights of other sponsors, Sponsor will in good faith cooperate with NASCAR to resolve the conflict and, in the event the conflict cannot be resolved, shall take the action requested by NASCAR as long as it is commercially practical to do so.

13 TERMINATION

- (a) Events of Default. NASCAR shall have the right to immediately terminate this Agreement, or the license granted hereunder, without prejudice to any other rights it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, upon written notice to Sponsor at any time should any of the following defaults occur:
 - (i) Sums Due. Sponsor fails to make any payment due or fails to deliver any required statement, and fails to cure this default within thirty (30) days from receipt of notice from NASCAR.
 - (ii) Creditor's Remedies, Etc. Sponsor makes any assignment of more than fifty percent (50%) of its assets for the benefit of creditors and fails to discharge such assignment within sixty (60) days, or files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy shall be appointed under the laws of the United States government or the several states.
 - (iii) Sublicense or Assignment. Sponsor attempts to grant or grants a sublicense or attempts to assign or assigns any right or duty under this Agreement to any person or entity without the prior written consent of NASCAR.

- (iv) Trademark Infringement. Sponsor, Insurance Agent or any related entity manufactures, distributes or sells any product in the Category infringing or diluting the trademark, property or any other right of any third party.
 - (v) Insurance. Sponsor fails to deliver to NASCAR or maintain in full force and effect the insurance referred to in Section 11(b).
 - (vi) Defective Products. Any governmental agency or court of competent jurisdiction finds that the products in the Category are defective in any way, manner or form.
 - (vii) Material Breach. Sponsor materially breaches any provision in this Agreement, and fails to cure this default within thirty (30) days from receipt of notice from NASCAR.
 - (viii) Criminal Misconduct. Sponsor is convicted of, or pleads nolo contendere to, a felony or any other criminal misconduct, or any offense involving moral turpitude.
 - (ix) Litigation. Sponsor shall contest the enforceability of this Agreement as it pertains to ownership by NASCAR of the NASCAR Marks (.
 - (x) Unauthorized Use of NASCAR Marks. Sponsor or Insurance Agent(s) make unauthorized use of the NASCAR Marks and/or NASCAR bar logo or word mark or any breach by Sponsor of this Agreement;
- (b) Events of Default by NASCAR. Sponsor shall have the right to immediately terminate this Agreement, or the license granted hereunder, without prejudice to any other rights it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, upon written notice to NASCAR at any time should any of the following defaults occur:
- (i) Material Breach. NASCAR materially breaches any provision in this Agreement, and fails to cure this default within thirty (30) days from receipt of notice from Sponsor.
 - (ii) Creditor's Remedies, Etc. NASCAR makes any assignment of more than fifty percent (50%) of its assets for the benefit of creditors and fails to discharge such assignment within sixty (60) days, or files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy shall be appointed under the laws of the United States government or the several states.



- (iii) Sublicense or Assignment. NASCAR attempts to grant or grants a sublicense or attempts to assign or assigns any right or duty under this Agreement to any person or entity without the prior written consent of Sponsor.
- (iv) Litigation. Sponsor shall contest the enforceability of this Agreement as it pertains to the ownership by Sponsor of the Sponsor Marks.
- (v) Unauthorized Use of Sponsor Marks. NASCAR makes unauthorized use of the Sponsor Marks.

Notwithstanding the provisions described in this Section 13, if any valid, applicable law or regulation of a governmental authority having jurisdiction over this Agreement, NASCAR and/or Sponsor, limits either party's rights of termination or requires different or longer periods than those set forth herein, this Section 13 shall be deemed amended solely to conform to such laws and regulations.

- (b) Effective Date of Termination. Termination of this Agreement shall be effective immediately upon either party's giving to the defaulting party written notice of termination in accordance with provisions of Section 17.
- (c) Choice of Remedies. Upon the occurrence of an event of default of this Agreement, NASCAR or Sponsor may, in its sole discretion independently exercise or not exercise any or all rights which it may have under this Agreement or any other agreements by and between Sponsor and NASCAR, and the exercise of NASCAR's or Sponsor's rights under this Agreement shall not exclude any of the remedies that either party may have at law or in equity. All such remedies of the parties are cumulative.

14. EFFECT OF EXPIRATION OR TERMINATION.

- (a) Payments. In the event of early termination of this Agreement pursuant to Section 13(a) of this Agreement, Sponsor shall remain obligated to pay the entire unpaid balance of the following four (4) semi-annual Payments owing and due under this Agreement shall immediately become due and payable to NASCAR, and Sponsor shall immediately cease use of the NASCAR Marks. Notwithstanding the foregoing, NASCAR shall have a duty to mitigate any damages as a result of Sponsor's breach and NASCAR's termination as set forth herein, including making commercially reasonable efforts to find a suitable third-party replacement for this Sponsorship Agreement in a timely manner so as to alleviate any future payments from Sponsor to NASCAR after such breach occurs. In the event of early termination of this Agreement by Sponsor pursuant to Section 12(b) for an uncured default by NASCAR of this Agreement, Sponsor shall have no further payment obligations, provided that, under no circumstances shall NASCAR be required to refund any Payments to Sponsor.



- (b) Use of NASCAR Marks. After expiration or termination of this Agreement for any reason, Sponsor shall refrain from further use of any of the NASCAR Marks, or any similar mark, directly or indirectly or any derivation of the NASCAR Marks (except for the Sponsor Mark component) or NASCAR bar logo or word mark or a similar mark, unless expressly authorized by NASCAR.
- (c) Use of Designation/Proprietary Product-themed Tagline. After expiration or termination of this Agreement for any reason, NASCAR retains the right to continue using the Designation and/or Proprietary Product-themed Tagline after the termination or expiration of this Agreement, provided Sponsor Marks are not used.

15. CONFIDENTIALITY.

The parties acknowledge and agree that the nature, terms and conditions of this Agreement, at all times, during the Term and thereafter:

- (a) shall be treated as confidential;
- (b) shall not be disclosed to any third party without the prior written consent of the other party in each instance or if required by law; and
- (c) shall be disclosed only to the employees, agents and contractors of either party and only to the extent necessary pursuant to a bona fide need to know in order to carry out their respective obligations or exercise their respective rights granted hereunder.

16. SURVIVAL OF RIGHTS.

- (a) Rights in the Marks. The terms and conditions of this Agreement necessary to protect the rights and interests of NASCAR and Sponsor, including, but not limited to, the parties' obligations under Section 6 and Section 11, shall survive the termination or expiration of this Agreement.
- (b) Other Activities. The terms and conditions of this Agreement providing for any activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

17. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been

duly given (a) when hand-delivered, (b) upon delivery when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (c) when received when sent by facsimile provided that a copy thereof is contemporaneously delivered pursuant to Section 17(a), (b), or (d) hereof, or (d) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, charges prepaid, addressed as follows:

National Association for Stock Car Auto Racing, Inc.
1801 West International Speedway Boulevard (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attention: General Counsel

with a copy to:

NASCAR, Inc.
1801 West International Speedway Boulevard (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Attention: AFLAC Contract Administrator

Sponsor:

AFLAC, Incorporated
1932 Wynnton Road
Columbus, Georgia 31999.
Attention: Jeffrey Herbert, SVP, CMO

Sponsor or NASCAR may change its address by giving written notice of such change of address to the others.

18. SEVERABILITY.

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. NON-ASSIGNABILITY.

Neither this Agreement, nor any of the parties' rights and/or obligations, shall be sold, transferred, or assigned by either party without prior written approval of the other party, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other party. Subject to the foregoing, this Agreement shall be binding upon, and will inure to, the benefit of the parties hereto, their respective successors, and approved assigns.

20. NO WAIVER, MODIFICATION, ETC.

This Agreement, including appendices, constitutes the entire agreement and understanding between the parties, and cancels, terminates, and supersedes any prior agreement or understanding in relation to the subject matter hereof between Sponsor and NASCAR. There are no representations, promises, agreements, warranties, covenants, or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

21. CHOICE OF LAW & JURISDICTION.

This Agreement and all rights and obligations of the parties shall be construed and governed in accordance with the laws of the State of Florida. Both parties agree to submit to the personal jurisdiction of the State of Florida. Venue shall lie solely in Volusia County, Florida, or in the U.S. District Court for the Middle District of Florida.

22. MISCELLANEOUS.

- (a) Miscellaneous. When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached exhibits are an integral part of this Agreement. Section headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall not be binding on either party until signed by an officer of NASCAR.
- (b) Prevailing Party. In the event of any litigation arising out of a breach or threatened breach of this Agreement by either party or infringement of any rights of one party by another party, the prevailing party shall be reimbursed for its reasonable attorney's fees and other expenses of such litigation.
- (c) No Construction Against Drafting Party. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



23. SPECIAL STIPULATIONS.

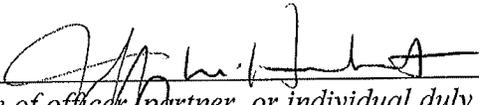
- (a) Racing Divisions/Series. Sponsor agrees and understands that NASCAR reserves the right to change the names and/or sponsors of any of its racing divisions or series, as well as the number and/or structure of racing divisions or series, without affecting any of the terms or conditions of this Agreement; provided that, in the event that NASCAR changes the name or sponsor of a racing division or series, Sponsor shall be given a commercially reasonable commercial period of time to make any necessary corresponding changes as it relates to its rights set forth herein.
- (b) Signatures of The Parties. This Agreement may be executed in multiple counterparts and by facsimile, all of which together shall constitute one and the same binding agreement. In addition, in the event that the Agreement is executed by facsimile, it is agreed and understood that NASCAR and Sponsor shall subsequently execute two (2) original copies of the Agreement, all of which will contain signatures by the parties that shall constitute an original of the Agreement.

Signatures on Following Page

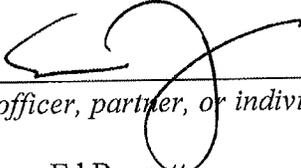


IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

SPONSOR: AFLAC, INCORPORATED

By: 
(Signature of officer, partner, or individual duly authorized to sign)
Print Name: Jeffrey M. Herbert
Title: SVP, CMO Aflac, Inc.
Date: 7/02/07

NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By: 
(Signature of officer, partner, or individual duly authorized to sign)
Print Name: Ed Bennett
Title: Vice President, Corporate Administration
Date: 7/17/07



AFLAC, INCORPORATED
APPENDIX A

1. DEFINITIONS.

- (a) “Annual Rights Fee” means the annual amount Sponsor must pay to NASCAR in consideration of the Sponsorship as provided in Section 4(a) of this Appendix A.
- (b) “Category” means: supplemental insurance coverage to include the following: accident and disability insurance (which includes accidental hospital confinement and accidental death/dismemberment coverage); dental insurance; vision insurance (which is defined as a wellness benefit designed to provide routine, preventive eye care such as eye exams, eyewear, and other services at a reduced cost); hospital intensive care insurance; hospital emergency recovery and outpatient insurance; long-term care insurance; specified health event insurance (includes benefits for hospital confinement, continuing care and continuation of coverage for heart attacks and coronary artery bypass surgery; strokes, major human organ transplants; comas; etc.); cancer insurance (includes hospital confinement, radiation and chemotherapy, and National Cancer Institute evaluation/consultation); hospital confinement indemnity; personal short-term disability; Medicare supplement insurance; and nursing home care and home health care insurance.

It is agreed and understood that Sponsor shall activate in the Category only against the AFLAC® brand.

Notwithstanding the foregoing, the Category shall exclude, without limitation: auto insurance (personal and commercial); homeowners insurance; condominium insurance; renters insurance; residential fire insurance; landlord package policies; mobile home, motor home and recreational vehicle insurance; motorcycle insurance; off-road vehicle insurance; boat insurance; life insurance; annuity and structured settlement services; personal insurance umbrella policies limited to insurance products and services, except as otherwise included in the Category; consumer and commercial banking, including, but not limited to, consumer and commercial loans (including unsecured loans, equity loans, home mortgages and automobile financing.); providing equity lines of credit; checking; savings; deposit products; and private banking consultation and private banking services; investment management and advice, and investment banking; equity investment accounts; mortgage insurance; risk management services; mortgage insurance and credit insurance; medical insurance (including plans that provide coverage for eye injury or disease, e.g., glaucoma or retinopathy); primary health insurance; pharmacy insurance; investment services, investment advice, research and analysis services, portfolio management services and brokerage services in the fields of financial securities, stocks, bonds, money market funds, commodities, futures, stock options, mutual funds, and indices of financial securities; financial planning and advisory services;

alternative investment services (e.g., private equity, hedge funds, etc.); traveler's checks; employee asset management products (e.g., 401(k)); treasury management; deposit payroll outsourcing; payment or discount services, including, but not limited to, card products, including, but not limited to, credit cards, check/debit cards and/or automatic teller machine (ATM) cards (including any card products linked to home equity lines, except as otherwise set forth herein), electronic funds transfer point of sale (EFTPOS) cards, stored value/gift cards, and electronic payment products and services.

- (c) "Designation" means "Official Supplemental Insurance Partner of NASCAR".
- (d) "Proprietary Product-themed Tagline" ("Tagline") means in addition to the Designation that may be mutually agreed upon by the parties and used by Sponsor to refer to itself in the Advertising and Promotion of the Category during the Term of this Agreement.
- (e) "Territory" means the United States of America.

2. GRANT OF RIGHTS.

- (a) General Grant. Subject to the terms and conditions of the Agreement of which this Appendix A is a part, NASCAR hereby grants to Sponsor an exclusive, non-transferable right to use the NASCAR Marks (as defined herein) for Advertising and Promotion of the Category in the Territory. It is further agreed and understood that, except as otherwise specifically set forth herein, no third party shall be granted the right to use the NASCAR word mark or bar logo for the promotion and/or advertising of products or services in the Category.
- (b) General Marketing Limitations. Under no circumstances shall Sponsor use the NASCAR bar logo or word mark alone (e.g., without the Designation and/or Tagline) in the Advertising and Promotion of the Category, unless otherwise agreed to in writing by NASCAR and subject to a separate licensing agreement with separate fees.
- (c) Non-Category Activation Restrictions. Sponsor must limit its use of the NASCAR Marks to the Category as defined herein, and NASCAR, in its sole discretion, reserves the right to reject any use of such NASCAR Marks by Sponsor that dilute the rights of NASCAR's non-Category insurance and/or financial services partners, or any other current or future NASCAR partner outside the Category, as specified in Section 5(n) of this Appendix A. If NASCAR, in its sole discretion, determines that any use of the NASCAR Marks by Sponsor dilutes the rights of a NASCAR partner outside the Category, Sponsor shall, upon NASCAR request, immediately cease any and all such use upon immediate notice from NASCAR.



- (d) Associational Rights. The rights granted to Sponsor within this Agreement shall not apply to any associational rights bestowed as a result of NASCAR's standard rules and regulations governing the sanctioning of race events or team sponsorships. For example, it is agreed and understood that the NASCAR bar logo or word mark may be used to promote a NASCAR-sanctioned race that is entitled by a competitor of Sponsor or may be used in connection with a NASCAR-sanctioned driver, team or track that has a relationship with a company that is competitive to Sponsor. For example, the NASCAR bar logo may be used to promote a NASCAR Busch Series ("NBS") race entitled "The State Farm Supplemental Insurance 300". Furthermore, Sponsor acknowledges that any NASCAR industry third party, including NASCAR broadcast partners and/or NASCAR-licensed properties, has the right to grant the use of their intellectual property rights to third parties in Sponsor's Category. For example, FOX-TV, a NASCAR broadcast partner, shall have the right to have in-broadcast advertisements that proclaim "The Daytona 500, presented by Colonial Supplemental Insurance" or "NASCAR on FOX, brought to you by Aetna Supplemental Insurance", and Sponsor acknowledges that this would not be a breach of the exclusivity granted to Sponsor herein.
- (e) Cross-Licensing Reservation. It is agreed and understood that NASCAR reserves the right to cross-license the NASCAR Marks in conjunction with the marks of NASCAR-sanctioned drivers, teams and tracks on products that may contain trademarks and likenesses of Sponsor's competitors in the Category on products (e.g., t-shirts, hats, etc.) outside the Category. Sponsor hereby acknowledges and agrees that such aforementioned cross-licensing, whether preexisting as of the effective date of this Agreement or initiated during the Term, and any renewals thereof, shall not be deemed a breach of the exclusivity granted to Sponsor herein.
- (f) NASCAR Reservation. NASCAR reserves the right to license the NASCAR trademarks alone or in conjunction with any other third party mark for any product or service outside of the Category as defined herein, including, but not limited to, all products and services specifically excluded from the Category as set forth in Section 1(b) of this Appendix A.
- (g) Acknowledgements of NASCAR's Relationships. Sponsor acknowledges and agrees that NASCAR has (and/or reserves the right to have) the following third party relationships:
- (i) Allstate Insurance. Sponsor acknowledges that NASCAR has a sponsorship relationship with Allstate Insurance Company ("Allstate") that grants Allstate the exclusive right to use the NASCAR bar logo and/or word mark to promote the following services: auto insurance (personal and commercial); homeowners insurance; condominium insurance; renters insurance; residential fire insurance; landlord package policies; mobile home, motor home and recreational vehicle insurance; motorcycle insurance; off-road vehicle

insurance; boat insurance; life insurance; annuity and structured settlement services; personal insurance umbrella policies limited to insurance products and services otherwise in the category; mutual funds brokerage services; and estate planning, pension planning, financial retirement planning, and investment advisory services strictly as they apply to retirement and pensions. Sponsor also acknowledges that NASCAR has granted Allstate the designation "The Official Insurance Provider of NASCAR" in conjunction with its promotional category rights and that such designation shall not be deemed a breach of the exclusivity granted to Sponsor herein.

- (ii) Motorsports Charities, Inc. Sponsor understands and acknowledges that Motorsports Charities, Inc., d/b/a The NASCAR Foundation ("The NASCAR Foundation") is a separate third party not for profit corporation recognized under IRC 501(c)(3) as a public charity and is licensed by NASCAR to use the NASCAR trademarks. The NASCAR Foundation mission is primarily to seek to raise funds to support non-profit charities throughout the nation that are in-line with NASCAR's core values which include children, education, and philanthropic initiatives of drivers, teams, and tracks. As such, Sponsor acknowledges and agrees that The NASCAR Foundation shall have the right to participate, sponsor, or otherwise be a beneficiary to any charitable endeavors without breaching the exclusivity granted herein, even if such charitable endeavors are in conjunction or otherwise affiliated with a competitor of Sponsor.

Sponsor acknowledges and agrees that the relationships set forth in this Section 2(G) of Appendix A with such third parties, as well as any subsequent third parties, and any renewals thereof (including any sell-off rights), shall not be deemed breaches of the exclusivity granted to Sponsor herein. Furthermore, Sponsor represents and warrants that it shall not use any of the NASCAR Marks to dilute any of the aforementioned exclusive rights granted to such third parties or any subsequent third parties.

3. TERM OF SPONSORSHIP.

- (a) Initial Term. The initial Term of the Agreement of which this Appendix A is a part shall be for the period commencing July 1, 2007, and ending on December 31, 2010. The initial Term may be earlier terminated by the parties as provided for in this Agreement.
- (b) Right of First Negotiation. Sponsor shall have a right of first negotiation to retain the exclusive rights in the Territory as granted herein for 2011 and thereafter. In the event that the parties cannot reach mutually agreeable terms by July 1, 2009, NASCAR shall be free to immediately negotiate with any third party on any terms for such exclusive Designation rights beginning January 1, 2011.



4. PAYMENTS & OTHER FINANCIAL COMMITMENTS.

(a) Annual Rights Fees.

- (i) Payments Due. In consideration for the Sponsorship set forth herein this Agreement, Sponsor shall pay to NASCAR the following Annual Rights Fees:

<u>Due Date on or before</u>	<u>Amount Due</u>
execution of Agreement	\$500,000
January 1, 2008	\$800,000
July 1, 2008	\$800,000
January 1, 2009	\$824,000
July 1, 2009	\$824,000
January 1, 2010	\$848,720
July 1, 2010	\$848,720

- (ii) Payment Administration. All Annual Rights Fees amounts as set forth above shall be non-refundable and shall be fully earned when paid, subject to the provisions set forth in Section 5 of this Agreement.

- (b) Additional Support Commitments. Sponsor acknowledges its commitment to the sport and business of NASCAR throughout the Term of this Agreement. Therefore, in addition to any other consideration set forth herein, commencing in the 2008 year of the Agreement, Sponsor agrees to use best efforts to support the Agreement during each year of the Term with an annual commitment of Two Million Dollars (\$2,000,000) toward the endorsement of NASCAR NEXTEL Cup Series (NNCS), NASCAR Busch Series (NBS), and/or NASCAR Craftsman Truck Series (NCTS) drivers and/or teams, and/or NASCAR industry support of comparable value. NASCAR hereby agrees to work with Sponsor to facilitate the aforementioned support. However, it is agreed and understood that Sponsor shall enter into any necessary third-party agreement to fulfill the foregoing commitment. Additionally, Sponsor will provide reasonable documentation showing such commitment has been satisfied.

5. SPECIAL STIPULATIONS.

- (a) Annual Hard Cards. Subject to NASCAR's standard rules and procedures, Sponsor shall receive five (5) NASCAR NEXTEL Cup Series ("NNCS") annual hard cards for each year during the Term. These credentials are nontransferable and should be used for working purposes only and not for any advertised consumer applications.



Such hard card holder must comply with NASCAR's standard rules and regulations such as age, dress, waiver and releases, etc.

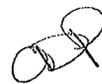
Notwithstanding the foregoing, NASCAR, in its sole discretion, may decide to limit or eliminate access to the garage area on an industry wide basis for safety reasons. In the event NASCAR decides to limit or eliminate access to the garage area, as set forth above, NASCAR reserves the right to reduce or eliminate any NNCS annual hard card.

- (b) SEL (Pit/Garage) Credentials. Subject to NASCAR's standard rules and procedures, Sponsor shall receive six (6) NNCS SEL credentials for each of the NNCS events in the Term. These credentials are nontransferable and should be used for working purposes only and not for any advertised consumer applications. Such credential holder must comply with NASCAR's standard rules and regulations such as age, dress, waiver and releases, etc.

Notwithstanding the foregoing, NASCAR, in its sole discretion, may decide to limit or eliminate access to the garage area on an industry wide basis for safety reasons. In the event NASCAR decides to limit or eliminate access to the garage area, as set forth above, NASCAR reserves the right to reduce or eliminate any NNCS SEL Credential.

- (c) NNCS Grandstand Tickets. At no additional cost to Sponsor, NASCAR shall afford Sponsor an allotment of fifty (50) single event NNCS grandstand tickets for the 2007 year of the agreement and one hundred (100) single event NNCS grandstand tickets for each year of the Term thereafter to be used at Sponsor's discretion. Sponsor understands and agrees that it shall request such tickets in writing on a race-by-race basis at least thirty (30) days prior to a specific event, subject to NASCAR's final approval, provided that no more than ten (10) tickets shall be procured by NASCAR for any single race event, subject to availability. Sponsor can utilize these assets throughout the entire NASCAR racing season to assist with in-market promotional support or during increased hospitality periods during a NASCAR-sanctioned race event. Furthermore, such access will be subject to the standard rules and regulations of the third-party tracks as well as NASCAR's Competition Department. Sponsor acknowledges and agrees that such grandstand tickets may not be used for advertised promotional purposes (e.g., sweepstakes) unless Sponsor obtains the prior written approval from the respective promoter/track. Nonetheless, NASCAR acknowledges that Sponsor shall be permitted to use such grandstand tickets to entertain its prospects and existing customers.

- (d) Banquet Tickets. Subject to availability, each year during the Term of this Agreement, NASCAR shall provide Sponsor the opportunity to purchase up to four (4) tickets to the NNCS Banquet at the standard rate as determined by NASCAR on an annual basis. As per NASCAR standard procedures, such banquet tickets may not be used for external promotional or consumer purposes.



- (e) Internet Use of NASCAR Marks. Sponsor is prohibited from using the NASCAR Marks in any domain name registration or uniform resource locator (URL) address. It is further agreed and understood that should Sponsor desire to use the NASCAR Marks on any Internet site, such usage shall be subject to NASCAR's prior written approval in its sole discretion.
- (f) Acknowledgement of Industry Third Parties. It is agreed and understood that this Agreement does not grant any rights to do business with track promoters, drivers, and/or teams. Although if requested, NASCAR may use good faith efforts to make introductions to such promoters, drivers, and/or teams, all such deals must be negotiated separately between Sponsor and each promoter, driver, and/or team, and Sponsor expressly acknowledges and agrees that such promoters, drivers, and teams are individual third parties.
- (g) Use of Series Logos. It is agreed and understood that Sponsor desires to use the NNCS, NBS, and/or NCTS series logos and ancillary marks such as the NASCAR NEXTEL All-Star Event logo and the Chase for the NASCAR NEXTEL Cup logo (collectively "Series Logos") for promotion of the respective series, series platforms, as well as Sponsor's Sponsorship affiliation with NASCAR. It is further agreed that use of the Series Logos for commercial purposes is subject to third party approval by the named entitlement sponsors (i.e., Nextel, Anheuser-Busch and Craftsman, respectively). Accordingly, NASCAR agrees to seek approval from such entitlement sponsors on a case-by-case basis upon request by Sponsor pursuant to the approval process set forth in Section 8 of this Agreement, provided that Sponsor acknowledges that such approval process may take longer due to the involvement of such third parties and that such extended time period will not be deemed a breach of this Agreement. Although NASCAR itself represents that it will not charge Sponsor any additional royalties for use of such Series Logos, it cannot guarantee that the relevant third party rights holders will not require royalty payments. Additionally, Sponsor may have to execute separate third party agreements to secure and define the extent of any such rights. Sponsor further agrees and understands that: (i) any such use of a Series Logo shall be granted in the sole discretion of both NASCAR and such entitlement sponsor (whose permission must be granted in writing) and shall be subject to any and all conflicts of such parties; and (ii) in the event that Sponsor is given the right to use a Series Logo as defined herein, Sponsor shall indemnify both NASCAR and the respective third party entitlement sponsor for any and all use therein, and name such parties as additional insureds.
- (h) Premium Language (for products outside of the Category). In the event that Sponsor desires to use the NASCAR Marks or NASCAR bar logo or word mark on another product which does not fall in the Category, such as placing Sponsor's products in a collectible tin which bears the NASCAR Marks or NASCAR bar logo or word mark if such collectible tin is not something Sponsor uses as its normal packaging, Sponsor

must enter into a separate licensing or Premium agreement with NASCAR. Such licensing or Premium agreement shall be negotiated between NASCAR and Sponsor and may contain additional royalties and consideration.

(i) Additional Activation Opportunities.

- (i) NASCAR Vendor Programs. Sponsor acknowledges NASCAR's annual efforts to create certain NASCAR-sponsored/licensed vendor and/or Free-standing Insert (FSI) programs. Sponsor shall have the exclusive right to negotiate with vendor for participation in the program in the Category at the standard rate for NASCAR promotional partners. For purposes of clarification, Sponsor's rights as set forth in this Section 5(j)(i) of Appendix A are contingent on the existence of such programs, and NASCAR does not represent that such programs will be available in any given year.
- (ii) NASCAR RacePoints/NASCAR Members Club. The parties acknowledge that Sponsor shall be given the exclusive opportunity in the Category to extend its activation of its Sponsorship by participating in and offering Category products and services as part of the NASCAR RacePoints Program and/or NASCAR Members Club. Such participation may require Sponsor to execute third party agreements, which may be subject to additional royalty fees. NASCAR will use good faith efforts to facilitate the necessary introductions to and discussions with the relevant third parties to expedite Sponsor's ability to leverage these additional activation opportunities.
- (iii) NASCAR Performance Network. The parties acknowledge that Sponsor shall be given the opportunity in the Category to extend its activation of its Sponsorship by participating in and offering Category products and services as part of the NASCAR Performance Network. Such participation may require Sponsor to execute third party agreements, which may be subject to additional royalty fees. NASCAR will use good faith efforts to facilitate the necessary introductions to and discussions with the relevant third parties to expedite Sponsor's ability to leverage these additional activation opportunities. In the event that Sponsor chooses to pass on the opportunity set forth herein, NASCAR shall be free to negotiate with any third party for the rights to offer its Category products services to the NASCAR Performance Network as a benefit to those members.
- (j) Public Statements and Press Releases. In addition to any other provisions in this Agreement, including Section 14 herein, Sponsor acknowledges and agrees that it shall coordinate the content and timing of the release of any and all public statements or press releases regarding any terms of the Sponsorship or other terms in this Agreement.

- (k) General Sponsorship Support. During the Term, NASCAR shall provide the following support to Sponsor:
- (i) Administrative Assistance. NASCAR will provide a staff member to Sponsor for assistance to Sponsor for credentials, hospitality, accommodations and Sponsor's general servicing requirements (e.g., approvals and logistical planning of B2B events).
 - (ii) Public Relations Support. NASCAR will use good faith efforts to foster public awareness of Sponsor's NASCAR Sponsorship, including the requisite, global communications support to secure traditional and trade specific public relations.
 - (iii) Display of Sponsor's Logo. NASCAR agrees to display Sponsor's logo in its administrative and executive offices, as well as on the NNCS competition trailers, commensurate with presence of logos of other NASCAR official partners.
 - (iv) Research Data. NASCAR will assist in providing relevant research data as it relates to the overall attributes of NASCAR fan demographics as further set forth in Section 5(n)(vi) of this Appendix A.
- (l) NASCAR Company Insurance Providers. Sponsor acknowledges that NASCAR has contractual relationships with the following insurance providers for purposes of providing benefits to NASCAR employees: North Carolina Mutual for life and dental insurance; Unum for disability insurance; Eyemed for vision insurance; Aetna for medical insurance and flexible spending accounts; and a variety of parties for commercial liability and other business insurance (including, but not limited to, business automobile insurance). Furthermore, Sponsor acknowledges that annually NASCAR conducts a benefit renewal process, at which time the aforementioned vendors may change based on market conditions and/or NASCAR's business needs. Sponsor acknowledges that, under no circumstances, shall these contractual policies constitute a breach of this Agreement, provided that, during the Term of this Agreement, such third party insurance providers shall have no right to use the NASCAR bar logo and/or word mark for promotional purposes. Notwithstanding the foregoing, the NASCAR bar logo and/or word mark may appear in conjunction with such third party marks for purposes of account administration (e.g., on insurance cards, statements, etc.) and for limited use in conjunction with such insurance providers' sample client lists. Furthermore, nothing in this Agreement shall be construed as a promise or guarantee that NASCAR, any NASCAR employee, and/or any NASCAR promotional partner will purchase or has any obligation to purchase any products and/or services from Sponsor during the Term or anytime thereafter.

Notwithstanding the foregoing, NASCAR executives shall meet with Sponsor within

ninety (90) days of the effective date of this Agreement for a formal presentation at NASCAR's Daytona Beach headquarters (or an alternate site mutually agreed upon by the parties) by Sponsor of Sponsor's products and services. NASCAR acknowledges that Sponsor shall make such presentation at Sponsor's sole expense. Sponsor shall make contact with the following NASCAR executive to arrange the meeting contemplated herein:

Starr George
Managing Director, Human Resources
NASCAR, Inc.
1801 West International Speedway Boulevard (32114-1243)
P.O. Box 2875
Daytona Beach, Florida 32120-2875
Phone: 386-239-2625
Email: SGeorge@NASCAR.com

- (m) Business-to-Business Relationships. It is agreed and understood that NASCAR has promotional relationships with numerous sponsors, licensees, agencies, etc. and that NASCAR will assist Sponsor's efforts to develop business-to-business opportunities with such NASCAR partners, including the following:
- (i) NASCAR B2B Council. NASCAR will provide Sponsor the opportunity to participate in the NASCAR Business-to-Business Council ("NASCAR B2B Council"), which meets quarterly throughout the year in conjunction with NASCAR-sanctioned race events in various markets.
 - (ii) Partner Welcome Letter. NASCAR will send a letter under the signature of one of its marketing executives (e.g., Chairman, President, CMO, etc.) acknowledging NASCAR's new partnership with Sponsor to NASCAR's official status partners announcing the affiliation and highlighting Sponsor's products and services in the Category.
 - (iii) NASCAR Partner Events. For no additional cost, Sponsor shall have the right to be the only sponsor in the Category each year for up to three (3) NASCAR-sponsored partner events for up to one hundred (100) guests; provided that, for the 2007 year of the Agreement, Sponsor shall have the right to sponsor only one (1) event. The parties shall mutually agree each year on specific Sponsor branding, signage, Premiums, prizes or other sponsorship activation. NASCAR shall have sole control over the format and location of the outing (including, but not limited to, invitation lists, dates, locations and types of events, e.g., pre-race breakfasts, golf outing, dinner receptions, etc.), as well as the base allocation for hospitality, entertainment. Any spending beyond such base allocation shall be the sole responsibility of Sponsor. It is agreed and understood that the parties shall mutually determine



the date, location and format of such B2B networking events on an annual basis.

- (iv) Presenting Sponsorship of NASCAR Marketing Event. For no additional cost, Sponsor shall be given the annual opportunity to participate as the presenting sponsor of one (1) promotional marketing element within the NASCAR Marketing calendar. It is agreed and understood that, for the 2007 and 2008 year of the Agreement, Sponsor's promotional marketing element as contemplated in this Section 5(n)(iii) of Appendix A shall be the entitlement sponsorship of the NASCAR Pit Stop Tour and NASCAR Fanfest during Champions Week, which is currently held in New York City prior to the NNCS Banquet. Beginning in the 2009 year of the Agreement, the parties will mutually agree upon the promotional marketing element, provided that the parties may discuss and agree to retain Sponsor as the entitlement sponsor of the NASCAR Pit Stop and/or NASCAR Fanfest.
- (v) All-Star Week "Red Carpet" Experience. On an annual basis during the 2008 through 2010 years of the Agreement, NASCAR shall make best efforts to provide to Sponsor, at no additional cost, one (1) "Red Carpet Experience" for a maximum group of up to four (4) people during the week leading up to the event currently known as the NASCAR NEXTEL All-Star Challenge. Subject to availability and/or access to any third party venues, such Red Carpet Experience shall include; tickets to the Pit Crew Challenge; a VIP tour of the NASCAR Research and Development Center in Concord, NC; a pre-race garage tour; and pre-race pace car rides (weather permitting and subject to any and all security measures and at the sole discretion of NASCAR Competition officials; or another substantially equivalent event. Any additional hospitality costs (e.g., food and beverage), lodging and/or transportation shall be the sole responsibility of Sponsor.
- (vi) NASCAR Partner Website. Throughout the Term, Sponsor will receive promotional benefits from the NASCAR Partner website (www.nascarpartners.com), the specifics of which shall be mutually agreed upon by the parties on an annual basis. Such promotional benefits may include, by way of example, a "Sponsor Highlight", Personality Profile of one of Sponsor's executives, a listing in "B2B Builder", as well as access to up-to-date NASCAR marketing and research tools.
- (vii) NASCAR Foundation Events. NASCAR has entered or will enter in a sponsorship agreement with Motorsports Charities, Inc. d/b/a The NASCAR Foundation ("NASCAR Foundation") each year during the Term of this Agreement which grants NASCAR the assignable right to sponsor NASCAR Foundation charitable initiatives. Such initiatives may include sponsoring the NASCAR Foundation's annual charitable campaign such as NASCAR Day,



fundraising events such as the Roast and Toast held in February of 2007, or other philanthropic endeavors of the NASCAR Foundation. Subject to the approval of the NASCAR Foundation, NASCAR will assign such the benefits of such sponsorship to Sponsor on an annual basis. In addition, subject to the NASCAR Foundation board approval and depending on the initiative sponsored, the NASCAR Foundation may have the ability to make a donation to a charity of Sponsor's choosing. For purposes of clarification, nothing in this Section 5(n)(vii) of Appendix A shall be construed to limit the provisions set forth in Section 2(g)(ii) of this Appendix A.

- (viii) NASCAR Industry Introductions. NASCAR will use good faith efforts to initiate and facilitate discussions between Sponsor and key NASCAR industry third parties (e.g., NASCAR-sanctioned tracks, drivers and teams, NASCAR broadcast partners, agencies, etc.) for purposes of showcasing Sponsor's products and services and its relevance to the entire NASCAR industry.

Sponsor acknowledges that the third party NASCAR partners contemplated in this Section 6(m) of Appendix A may already have business relationships with Sponsor's competitors and that nothing in this Agreement shall be construed as a promise or guarantee that any such NASCAR partner will purchase products or services from Sponsor during the Term.

- (n) Sweepstakes and Giveaways. NASCAR acknowledges that Sponsor may desire to utilize certain inventory provided in this Section 5 of Appendix A as prizes in consumer sweepstakes, giveaways or other promotional contests (collectively, "Contests") that Sponsor may endeavor during the Term. If Sponsor elects to sponsor any such Contest, it shall notify NASCAR and shall submit to NASCAR for its prior written approval any proposed use of the NASCAR Marks in connection with any such Contest as set forth in Section 8(d)(ii). Sponsor covenants and agrees that: (i) it shall be solely responsible for administering any such Contest and ensuring that the Contest complies with all applicable laws, rules and regulations; (ii) it shall obtain all necessary third party rights for prizes (e.g., permission from a track to use tickets to its event); (iii) it shall cooperate with NASCAR in how it portrays certain prize experiences that are sensitive to NASCAR's competition and business, and ultimately defer to NASCAR's reasonable discretion; and (iv) it shall obtain releases, in a form satisfactory to NASCAR, from all award/prize winners respecting their receipt and use of any prizes.

Notwithstanding the foregoing, NASCAR acknowledges that Sponsor shall be permitted to use such inventory provided pursuant to Section 6 of this Appendix A to entertain its prospects and existing customers without notification or the prior written approval of NASCAR.



SCHEDULE 2

SPONSOR MARKS

AFLAC

Aflac



SCHEDULE 3

JOINT LOGO

To be mutually developed by the parties pursuant to Section 7 of the Agreement.



EXHIBIT A

NASCAR PROMOTIONAL QUESTIONNAIRE/APPROVAL FORM





2007 Promotional Questionnaire

NASCAR is a resource for our Sponsors and Licensees. NASCAR can help develop and execute your promotions, as well as aid in sourcing product used as premium items. Please do not hesitate to contact the Charlotte or New York office with any questions and/or requests you may have (see contact people below).

This form is to be completed and submitted for all promotions and materials produced using any of the NASCAR marks. Concepts, samples, rough art and pre-production samples should be submitted for preliminary approval.

Please make sure that you:

- Fill out all the sponsor information
- Complete the form in its' entirety
- Fill out all the vendor information producing any premium(s)
- Attach artwork for all the materials and submit it to your NASCAR account representative in the Charlotte or New York office
- Send product samples to the NASCAR Charlotte or New York office for approval.

New York Office

NASCAR, Inc.
 65 East 55th Street, 36th Floor
 New York, New York 10022
 Phone: 212.326.1800
 Fax: 212.326.1839
 Marie Muñoz
 E-mail: mmunoz@nascar.com
 Jason Versaggi
 E-mail: jversaggi@nascar.com

Charlotte Office

NASCAR, Inc.
 One Wachovia Center
 301 S. College Street, Suite 3900
 Charlotte, NC 28202
 Phone: 704.348-9600
 Emily Leverone
 Fax: 704.348.9696
 E-Mail: eleverone@nascar.com

2007 Promotional Questionnaire / Approval Form

Please complete this form and submit it along with design concepts when planning a NASCAR promotion or when using a NASCAR trademark in advertising, packaging, or point of sale material. All materials using a NASCAR mark must be submitted prior to use.

Date: _____ NASCAR Sponsor: _____ Brands Involved: _____

Submitted By: _____ Title/Company: _____ Phone: (____) _____ Fax: (____) _____

Type of Materials being submitted: **A. Concept:** Rough Layout: _____ Script/Storyboard: _____ Other: _____
 Response Requested by: **B. Final:** Final Art: _____ Final Cut Commercial: _____ Other: _____

Promotion Name: _____ Promotion Duration: Start: ___/___/___ End: ___/___/___

Promotion Type: Consumer: _____ Trade: _____ Sweepstakes: _____ On-Pack: _____ Self Liquidating: _____ Coupon: _____
 Other: _____

Full Description of Promotion: _____

Coverage Area: Total U.S.: _____ Northeast: _____ Southeast: _____ Midwest: _____ Northwest: _____ Southwest: _____ Canada: _____





2007 Promotional Questionnaire / Approval Form

Promotional Materials (check all that apply): Point of Sale TV Print Radio On-Line Packaging

Please individually describe all point of sale, packaging, and advertising materials involved. Indicate if the artwork has been submitted for approval, if not please indicate when it will be submitted.

- | | |
|----------|---|
| 1. _____ | Submitted: Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 2. _____ | Submitted: Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 3. _____ | Submitted: Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 4. _____ | Submitted: Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 5. _____ | Submitted: Yes: <input type="checkbox"/> No: <input type="checkbox"/> |

Is a Premium involved: Yes: No: **"Premium" means any article that is given away or sold at less than usual selling price, for the purpose of increasing the sale of, promoting or publicizing any other product, or any service, including incentives for sales force, trade, or consumer.**

Do you need NASCAR assistance for identifying premiums or vendors: Yes: No:
Please list the items you intend to use or would prefer to have sourced: **Please fill in completely.**

Product/Premium Description	Cost	Quantity	Licensee/Vendor
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Does the Sell cost include NASCAR's Royalty? If so, what percentage was included? _____%

Please Provide the following information in regards to the Licensee/Vendor (THIS SECTION MUST BE COMPLETED)

Company Name: _____ State of Incorporation: _____
 Entity Type: _____
 Home Office Address (Physical Location): _____
 Contact Name: _____ Title: _____
 Email: _____ Telephone: () _____ Fax: () _____
 Premium Royalty Sales Report Contact: _____ Telephone: () _____

ALL PREMIUMS MUST BE APPROVED BY THE NASCAR MARKETING DEPARTMENT.

For NASCAR Use Only

CREATIVE MATERIALS ONLY

Preliminary Approval: _____
 Changes Required: _____
 Final Approval: Date: ___/___/___

PREMIUMS ONLY

Preliminary Approval: _____
 Changes Required: _____
 Final Approval: Date: ___/___/___

****This form must be submitted with Promotion for NASCAR to grant approval****



EXAMPLE TV AND OTHER MEDIA AGREEMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") sets forth the principal terms of agreement between Fox Broadcasting Company (a Delaware corporation) ("FOX"), SPEED CHANNEL, INC. ("SPEED") and NASCAR Broadcasting, LLC ("NASCAR BROADCASTING"; FOX, SPEED, and NASCAR BROADCASTING are collectively the "Parties"), with respect to certain telecast rights for various motor racing events sanctioned by National Association for Stock Car Auto Racing, Inc. ("NASCAR"). The Parties agree to negotiate in good faith, and to prepare and execute a more formal agreement reflecting and effectuating the terms of this Agreement, including additional substantive terms not inconsistent with this Agreement, and such other terms and conditions as are customary in NASCAR BROADCASTING's standard live telecast agreements and other agreements of this type (including without limitation indemnities, warranties, representations, force majeure, payment/performance guaranties, and the like) as soon as practicable. In the meantime, however, this Agreement (including Schedules A, B, C and D, as expressly referenced herein and attached hereto) constitutes a firm and binding agreement between the Parties.

1. DEFINITIONS

1.1 "Ancillary Programming" means the programming described in Section 8 of Schedule A attached hereto, and any other similar programming created by mutual agreement of, and pursuant to separate agreement(s) between, the Parties during the Term. "Ancillary Programming" shall not include any programming created by SPEED in accordance with the MOU, as further described in Section 9 below.

1.2 "Broadcast" means the transmission of an audio-visual signal by any and all means and manner of television and audio-visual program transmission now known or hereafter devised (including the Internet but solely as a means of transmission as described in section 2.7 below) used by FOX at the time of the transmission for predominantly all other programming on the FOX Television Network. Notwithstanding anything to the contrary in this Agreement, the term "Broadcast" shall include distribution of the FOX Television Network's over-the-air or other free transmission to "White Areas," as defined below, by means of cable, wireless, satellite or other methods now known or hereafter devised. As of the date of this Agreement, the service that provides such services is known as "Fox Net."

1.3 "Cablecast" means the transmission of an audio-visual signal by any and all means and manner of television and audio-visual program transmission now known or hereafter devised (including the Internet but solely as a means of transmission as described in section 2.7 below), including without limitation cable, direct broadcast satellite ("DBS"), subscription television ("STV"), multi-point distribution systems ("MDS"), multiple multi-point distribution systems ("MMDS"), satellite master antennae television systems ("SMATV"), open video systems ("OVS"), television receive-only ("TVRO") and video dial tone, used by (a) SPEED at the time of the transmission for predominantly all other programming on SPEED or (b) the FSN Network at the time of the transmission for predominantly all other programming on the FSN Network.

1.4 "Completion," as used with respect to an Included Race or Touring Series Race, means the conclusion of such Included Race or Touring Series Race, as determined by NASCAR in accordance with the applicable NASCAR rules.

1.5 "FOX Intellectual Property" means those trademarks, service marks, logos, trade names, patents, copyrights, domain names, trade dress, trade secrets, graphics, titles, music, film/tape footage, slogans, commercials, and the like that are owned, controlled or created by FOX, SPEED or any of their affiliates, or as a work for hire by FOX, SPEED or any of their affiliates prior to its inclusion within or use with any Telecast of an Included Race, Touring Series Race or Ancillary Programming, but specifically excluding NASCAR Intellectual Property, film/tape footage of an Included Race or Touring Series Race and audio of an Included Race or Touring Series Race.

1.6 "Included Races" means those NASCAR-sanctioned motorsports events identified in Sections 1, 2 and 3 of Schedule A, consisting of selected events in the NASCAR Nextel Cup Series ("NNCS"), the NASCAR Craftsman Truck Series ("NCTS"), and including any successor(s) of those particular series sanctioned by NASCAR during the Term, regardless of name.

1.7 "License Period" means that period of time commencing sixty (60) minutes before the Start of an Included Race and ending sixty (60) minutes after the Completion of an Included Race. The License Period hereunder shall be on a favored nations basis with other telecasters of the NNCS and the NBS races.

1.8 "NASCAR Intellectual Property" means any and all material, including without limitation all trademarks, service marks, trade names, patents, copyrights, domain names, trade dress, trade secrets, logos and the like that are owned, controlled or created by NASCAR, NASCAR BROADCASTING, or any of their affiliates (unless otherwise agreed to by the parties hereto), as applicable, or as a work for hire by NASCAR, NASCAR BROADCASTING, or any of their affiliates, as applicable, including without limitation the NASCAR word mark and bar logo (the "NASCAR Marks").

1.9 "NASCAR-Owned Ancillary Programming" shall mean only that Ancillary Programming described in Section 8(e), (f) and (g) of Schedule A.

1.10 "Out-takes" means recordings of the natural sights, sounds and images of an Included Race or Touring Series Race created by or on behalf of FOX or SPEED specifically in connection with the production of, but not included in, the Telecast of such Included Race or Touring Series Race.

1.11 "Promoter" means the person or entity that owns or controls the race track (including any surrounding premises) at which an Included Race or Touring Series Race is held and that has entered into a sanction agreement with NASCAR for the conduct of such Included Race or Touring Series Race.

1.12 "Relevant Period" has the meaning set forth in Section 5 of Schedule A.

1.13 "SPEED" shall mean the SPEED Cable Television network.

1.14 "Start," as used with respect to an Included Race or Touring Series Race, means the commencement of such Included Race or Touring Series Race, as determined by NASCAR in accordance with the applicable NASCAR rules.

1.15 "Telecast" means a Broadcast and/or a Cablecast. The "Telecast" of an Included Race or Touring Series Race shall include the entire televised coverage of such Included Race or Touring Series Race, but specifically excluding any Pre-Race Show immediately preceding the Start of such Included Race or Touring Series Race and any Post Race Show immediately following the Completion of said Included Race or Touring Series Race.

1.16 "Telecast Feed" means the recording of the actual Telecast of an Included Race, Touring Series Race, and/or any NASCAR-Owned Ancillary Programming by or on behalf of FOX or SPEED (excluding Out-takes), with the addition of all commentary, commentators' voices and/or likenesses, music, graphics or similar elements that are added by FOX or SPEED, or at their direction, as enhancements for the Telecast of such Included Race, Touring Series Race, and/or any NASCAR-Owned Ancillary Programming, but excluding any commercials or announcements.

1.17 "Telecast Footage" means all audio and audiovisual images of the Included Races and Touring Series Races (including the clean feed and the Telecast Feed) and all Out-takes (including both audio and visual coverage together and audio or visual coverage separately), and the NASCAR-Owned Ancillary Programming, but excluding any FOX Intellectual Property contained therein.

1.18 "Telecast Rights" means the right to Telecast the Included Races and the Touring Series Races in accordance with the terms of this Agreement.

1.19 "Television" means the transmission of audiovisual programming by means of electronic signals, and retransmitting such signals, by any manner or means now known or hereafter devised (including high-definition television), which transmission or retransmission thereof is received on the screen of a viewing device.

1.20 "Term" has the meaning set forth in Section 2.2 of this Agreement.

1.21 "Territory" means the United States, its territories, possessions and commonwealths, including the Commonwealth of Puerto Rico and, for any SPEED Telecasts, "Territory" shall also refer to (i) Mexico and the nations of the Caribbean Basin, where SPEED shall have the non-exclusive right to exercise such Telecast Rights, non-exclusive only as against News Corporation affiliated networks/channels in Mexico and the Caribbean Basin, and (ii) Canada, for all programming contemplated in this Agreement other than the NNCS Included Races and the NNCS-related non-points events described in Sections 1 and 3 of Schedule A respectively.

1.22 "Third Party Telecaster" means any person or entity engaged in the business of transmitting content by means of broadcast or cablecast, other than (i) any affiliate of NASCAR BROADCASTING, (ii) any affiliate of FOX or SPEED, (iii) any entity operating NASCAR Online, but solely as the operator of NASCAR Online, or (iv) any entity that has the right to telecast, in the Territory during the Term, NASCAR-sanctioned racing events other than the Included Races.

1.23 "Touring Series Races" shall mean the Grand National Division (but not the "Elite Division") of the NASCAR Touring Series (which, as currently constituted, consists of the Busch North Series and the NASCAR Winston West Series) (the "Touring Series").

1.24 "White Area" means an area in the Territory in which (a) a cable system that serves the area cannot receive at the system's headend an over-the-air signal or other free transmission from FOX that both (1) can be transmitted at all times by the system without payment of a distant signal copyright royalty and (2) is consistently receivable by the system at a high quality as measured at that headend; and/or (b) television household(s) is (are) unable to receive consistently a high quality over-the-air signal or other free transmission from FOX.

2. SUBLICENSE

2.1 Subject to full and timely payment of the Fees as provided in Section 3, NASCAR BROADCASTING hereby sublicenses, strictly in accordance with the terms of this Agreement and during the Term, to FOX and to SPEED the Telecast Rights for the Included Races and the Touring Series Races, as applicable, and as further described in Schedule "A" hereto, throughout the Territory. Such sublicense as to each Included Race and Touring Series Race is wholly exclusive to FOX or SPEED (as applicable) during the License Period, subject to Section 5. For purposes of this Agreement and as further described in Schedule A, the Telecast Rights are for a minimum number of Included Races and Touring Series Races to be scheduled for each calendar year of the Term (the "Base Race Schedule"). The sublicense for each Included Race and Touring Series Race expires in its entirety at the end of the License Period for that Included Race or Touring Series Race, subject to Sections 2.7, 2.8 and 9 below and Section 9(b) and (c) of Schedule A. Except as expressly permitted in this Agreement or the SPEED MOU, FOX and SPEED shall neither sublicense any Telecast Rights nor provide Telecast Footage to any person or entity without the express prior written consent of NASCAR BROADCASTING. Subject to Section 2.3, each Included Race shall be telecast live, in its entirety throughout the Territory subject to the exception in Section 4.7 below. Each Telecast of an Included Race and the Touring Series Races and all related Out-takes shall be simultaneously recorded by FOX or SPEED in a tangible, reproducible and nontransitory medium to be chosen by NASCAR BROADCASTING, in consultation with FOX or SPEED, as applicable. In no event shall any rights granted in this Agreement or any Telecast of an Included Race or Touring Series Race constitute or be used in any manner that would suggest an endorsement of any product, service, company or other entity by NASCAR BROADCASTING, NASCAR or their affiliates, a Promoter, or any race participant.

2.2 The Term of this Agreement shall be for eight (8) years, commencing January 1, 2007, unless terminated earlier for breach or default by either Party.

2.3 The number and location of NASCAR-sanctioned events in any particular NASCAR series will be determined on a yearly basis by NASCAR. NASCAR has reserved the right to, and in its sole discretion may, enter into sanction agreements, terminate sanction agreements, or enter into other sanction agreements with other Promoters for other events. As a result, the schedule of Included Races and Touring Series Races, and therefore the scope of the sublicense granted herein and the Fee associated therewith, may change from year to year, as further described in Schedule A. The addition of any NASCAR-sanctioned event in any calendar year shall not alter or adjust the Base Race Schedule, which shall remain fixed throughout the Term. NASCAR BROADCASTING's revised "Delay and Pre-empting Event Policy," attached hereto as Schedule "D," shall govern for purposes of Telecasts of Included Races.

2.4 Subject to the limited sublicense granted to FOX and SPEED in this Agreement, NASCAR BROADCASTING shall be the owner of, and FOX and SPEED hereby grant and assign to NASCAR BROADCASTING ownership of, all rights and interest (including copyright) throughout the universe and in perpetuity in all Telecast Footage and NASCAR-Owned Ancillary Programming, other than FOX Intellectual Property. Notwithstanding anything to the contrary in this Agreement, and subject to the limited rights granted to FOX and SPEED herein, FOX and SPEED hereby grants to NASCAR BROADCASTING a royalty-free license in perpetuity throughout the universe in all media to use and sublicense the FOX Intellectual Property, but only if and to the extent such FOX Intellectual Property is incorporated in any Telecast Footage and/or NASCAR-Owned Ancillary Programming. FOX and SPEED shall provide such assistance as NASCAR BROADCASTING may reasonably request in connection with securing and maintaining copyright protection in all such Telecast Footage and NASCAR-Owned Ancillary Programming, including without limitation execution of applications or other instruments for perfection or protection of NASCAR BROADCASTING's title thereto. During the License Period for a given Included Race or Touring Series Race, NASCAR BROADCASTING will not Telecast and will not authorize a Third Party Telecaster to Telecast the Telecast Footage of such Included Race or Touring Series Race or portions thereof except as expressly permitted herein or otherwise in accordance with NASCAR's News Access Guidelines.

2.5 The official scheduled starting time, location and date of each Included Race and Touring Series Race in each calendar year of the Term shall be determined solely by NASCAR after consultation with FOX and SPEED (as applicable), taking into account conflicts with other major sporting events. NASCAR BROADCASTING will consult in good faith with FOX and SPEED concerning the potential for making all Included Race weekends a maximum of three (3) consecutive days. NASCAR BROADCASTING shall use good faith efforts to furnish FOX with the proposed location and date for each Included Race of each calendar year on or before May 15 of the prior calendar year, and the official scheduled starting time, location and date of each Included Race for each calendar year on or before October 1 of the prior calendar year; provided, however, that such schedules are subject to change. Notwithstanding the foregoing, and subject to the "Delay and Pre-empting Event Policy," NASCAR shall not, without prior written approval from FOX (said approval not to be unreasonably withheld, delayed or conditioned): (i) schedule for prime time (*i.e.*, 8 pm EST to 11 pm EST Monday through Saturday, or 7 pm EST to 11 pm EST Sunday) any NNCS Included Race that was not scheduled for prime time in calendar year 2006; or (ii) increase the number of NNCS Included Races during the Relevant Period by adding a race to be held from Monday through Friday, or on Saturday during the hours 8 pm EST to 11 pm EST, or on Sunday between the hours of 7 pm EST and 11 pm EST. In addition, with respect to the NNCS Included Races, NASCAR BROADCASTING and NASCAR will consult in good faith with FOX on the following issues, with the understanding that final resolution of such issues shall be determined solely by NASCAR: (i) the timing of off-weeks during each season's Relevant Period; (ii) lengthening of the NNCS races currently held during the Relevant Period in Las Vegas, Richmond and Phoenix; (iii) modifying rules on competition to create greater viewing (e.g. "a race within a race"); and (iv) scheduling of events within NNCS Included Race weekends in an effort to minimize crew costs and accommodate the presence of multiple broadcasters at each of the Included Races. Further, in the scheduling of NNCS Included Races, NASCAR BROADCASTING and NASCAR will make reasonable efforts to target later race start and end times, while seeking to avoid other pre-existing major sporting events; provided, however, that final scheduling decisions shall be determined solely by NASCAR. The Parties acknowledge and agree that, during the Term and subject to instances of

force majeure, the official start time for the "Daytona 500" NNCS Included Race shall not be scheduled for a time earlier than 3:30 pm EST, and will use good faith efforts with NASCAR to persuade the Promoter to schedule a later start time for said race. As to the "Gatorade Duel at Daytona" (or any successor event), the Parties will work together in good faith with NASCAR to persuade the Promoter to move said event into prime-time. NASCAR BROADCASTING agrees to make good faith efforts to incorporate later start times so that race Telecasts end closer to 8pm EST on Sundays, and additional primetime exposures during the Term. During the first four years of the Term, the Parties agree that no NNCS Included Races shall be scheduled to be held outside of the continental United States; thereafter, during the remainder of the Term, no more than one NNCS Included Race shall be scheduled during any single year in the Relevant Period to be held outside of the continental United States. Notwithstanding the immediately preceding sentence, in the event any NNCS Included Race currently scheduled to be conducted in a market where FOX wholly owns a television station is instead conducted outside the continental United States during the Term, FOX and NASCAR BROADCASTING will negotiate in good faith for an appropriate rights fee reduction as to the affected Included Race.

2.6 During the Term and within the Territory, NASCAR BROADCASTING or its designee shall make available to FOX and SPEED, as well as any News Corporation affiliate, on a non-exclusive, non-transferable, and no-charge basis (except as to dubbing, search/edit fees, and actual out-of-pocket costs), excerpts from the Telecast Footage of the Included Races, and excerpts from race telecasts for races from the same series (as well as NBS races) that occur during the Term but after the Relevant Period, for use by those entities for: (a) file and/or reference purposes, or for promotional and publicity purposes in any and all media (including via the Internet without geographical limitation) related to the Included Races; (b) taped inserts in Telecasts of any other Included Race; and (c) incorporation as part of any Ancillary Programming, so long as such excerpts do not exceed fifteen (15) minutes per half hour of programming in duration.

During the Term and within the Territory, NASCAR BROADCASTING or its designee shall also make available to FOX, SPEED, or any News Corporation affiliate, on a non-exclusive, non-transferable basis (for applicable dubbing, search and edit fees, and actual out-of-pocket costs), race-related film, tape or other audio-visual media footage other than Telecast Footage created by FOX, SPEED or any other Telecaster that is owned or controlled, and readily available for license to third parties by NASCAR BROADCASTING or its affiliates (either now or in the future) for use by such entities for the purposes described in (a), (b) and (c) in the immediately preceding sentence and for news and/or sports programming (and expressly excluding entertainment programming), so long as such excerpts do not exceed fifteen (15) minutes per half hour of programming in duration. Notwithstanding the foregoing, if NASCAR BROADCASTING determines in its sole reasonable discretion that any use by FOX, SPEED, or any News Corporation affiliate of the foregoing rights adversely impacts other telecasts or activities of NASCAR-related programming telecast outside the Relevant Period, NASCAR BROADCASTING may in good faith restrict such uses by FOX, SPEED, or such News Corporation affiliate of the referenced excerpts and/or footage in programming telecast outside the Relevant Period, but in no event to less than five (5) minutes of such excerpts and/or footage per half hour of programming.

2.7 Except as otherwise expressly permitted in this Agreement, FOX or SPEED shall not transmit or permit the transmission of any Telecast Feed or Telecast Footage, or any portion or re-telecast thereof, on any Television network other than those identified herein, or by any other

transmission means or media (including without limitation via the Internet or any interactive online or wireless service, except as expressly provided for herein). Except as otherwise expressly permitted in Exhibit 1 of Schedule A, neither FOX nor SPEED shall transmit or authorize the transmission of any Telecast or any Ancillary Programming, or any portion or re-Telecast thereof, on or over (a) any network or means of transmission other than the FOX Television Network or the SPEED Cable Network, or (b) on or over the Internet, unless (i) the use of the Internet is solely as a means of transmission of the Telecast signal, similar to the current use of cable, DBS, etc. as a means of transmission, or (ii) such transmission is made pursuant to section 2.6(a) above. Except as otherwise expressly permitted in Exhibit 1 of Schedule A, neither FOX nor SPEED shall transmit or authorize the transmission of any Telecast or any Ancillary Programming, or any portion or re-Telecast thereof, over the Internet in a manner that permits a person, directly or indirectly, to access and view the Telecast, Ancillary Programming or any portion thereof by means of a personal computer, WebTV reception device, or other similar devices now known or developed in the future, unless such transmission is the normal format and distribution used by FOX or SPEED (as applicable) at the time of the transmission for predominantly all other programming on its network.

2.8 In a manner reasonably consistent with past practices associated with Telecasts of Included Races, NASCAR BROADCASTING shall use commercially reasonable efforts with the Promoters and participants in the Included Races to make them reasonably available (taking into consideration their other promotion- and competition-related commitments) to FOX or SPEED (depending of which of them is the primary telecaster for the particular race) for purposes of interviews before, during and/or after the Included Races, to enhance the content of the Telecast of such Included Races, and related Ancillary Programming. In addition, subject to the foregoing, during the Relevant Period, NASCAR BROADCASTING shall provide FOX with preferential access in connection with Included Races (and, in connection with NASCAR-sanctioned races outside the Relevant Period, preferential access second only to that of the telecaster for such races and SPEED) to such race participants, and to pit and garage areas and similar locations for purposes of news access, footage and interviews. Notwithstanding the foregoing, FOX owned and operated stations and its network affiliates shall receive preferential access as to the Included Races, but not on the same level as provided to FOX.

2.9 The Telecast Rights granted herein are for all languages. If, during the first three (3) years of the Term hereof, FOX has failed to exploit the Telecast Rights in the Spanish language, then beginning with the 2010 NASCAR season, NASCAR may produce a SAP feed, which FOX will use. The immediately preceding sentence shall apply solely to the Spanish language. As a matter of clarification, FOX and SPEED shall be allowed to simulcast a Spanish language broadcast on FOX Sports Espanol, or any successor thereto.

2.10 All other rights not specifically granted to FOX by this Agreement are reserved to NASCAR BROADCASTING; provided, however, that nothing herein shall be deemed to limit any right that FOX or SPEED would have had or has as a member of the general public.

2.11 The obligations of FOX and SPEED in this Agreement are joint and several as to FOX and SPEED, except with respect to the actual obligation to Telecast the events contemplated in this Agreement.

3. FEES

FOX shall pay NASCAR BROADCASTING the amounts set forth in Schedule C attached hereto (the "Fees") as specified therein, subject to any adjustments required by this Agreement.

4. PRODUCTION

4.1 FOX or SPEED, as applicable, shall be responsible for the production of the Telecast Footage for each Included Race and Touring Series Race during the Relevant Period as described in Schedule A hereof and all costs associated therewith; provided that NASCAR BROADCASTING shall have an opportunity to bid for the right to provide any independent production services (including below-the-line production) to be utilized by FOX or SPEED in connection with the production of the Telecasts of the Included Races and any other programming contemplated in this Agreement, as further described in Section 12 of Schedule A. Notwithstanding the foregoing, the final decision shall be in the sole and absolute discretion of FOX or SPEED, as applicable.

4.2 Subject to the Telecast requirements and the promotional and institutional announcement commitments detailed in Schedule B, FOX or SPEED, as applicable, shall have control over the production and format of the Telecasts of the Included Races and the Touring Series Races.

4.3 Notwithstanding any provision in this Agreement to the contrary, the staging and presentation of the Included Races and the Touring Series Races shall be under the complete and exclusive control of NASCAR. FOX and SPEED shall cooperate with NASCAR and the Promoter of each Included Race and Touring Series Race with respect to all activity related to the production and transmission of the Telecast. Construction, placement and/or use of all platforms, wires, cables, trailers and equipment shall be undertaken so as not to interfere with the conduct of the race, the safety of spectators and competitors, or with any means of ingress or egress by the public, or to materially interfere with the use of the racetrack for the Included Races, Touring Series Races and related activities. While present at such racetrack, FOX and SPEED shall comply and shall cause each of its employees and agents to comply with all safety rules and regulations imposed by NASCAR, NASCAR BROADCASTING, and the applicable Promoter. FOX and SPEED shall cause each of its employees and agents involved in the production of the Telecasts of the Included Races and Touring Series Races to execute and deliver to an appropriate NASCAR representative a standard NASCAR Release and Waiver of Liability and Indemnity Agreement, in a form to be provided by NASCAR, which shall in no way alter the parties' rights hereunder.

4.4 Nothing herein shall prevent NASCAR BROADCASTING or its affiliates from entering into a contract, on an exclusive or non-exclusive basis, with one or more third parties for the development and operation of systems, software, and/or technology that will capture, record, process and/or generate data and other electronic transmissions relating to vehicles participating in the Included Races, the Touring Series Races and the Practice and Qualifying Sessions (as defined in Schedule A). To the extent such data and transmissions are available from and released by NASCAR (in its sole discretion) for public dissemination, and FOX or SPEED as applicable elects to use such content in connection with any Telecast of an Included Race or a Touring Series Race, FOX shall be solely responsible for paying any charges associated therewith, unless NASCAR BROADCASTING or its affiliate has separately arranged for such data and transmissions to be provided without charge for use in Telecasts of Included Races or

Touring Series Races (but nothing herein shall obligate NASCAR BROADCASTING or its affiliates to make such arrangements).

4.5 With respect to each NNCS and NCTS Included Race, NASCAR BROADCASTING shall have the tracks and respective Promoters undertake the following with respect to NNCS and NCTS racetrack facilities:

- (a) upgrade the currently existing announce booths at Phoenix and Dover;
- (b) have the start/finish line painted on all tracks, where necessary;
- (c) install a sun-screen shade at all announce booths, where necessary; and
- (d) install new reasonably acceptable broadcast tables at all tracks, where necessary.

4.6 With respect to each NNCS and NCTS Included Race, NASCAR BROADCASTING shall provide FOX or SPEED (depending of which of them is the primary telecaster for the particular event) with the following:

- (a) access to team radios during the Included Races as available, subject to competition issues;
- (b) consultation rights with respect to the placement of in-car cameras;
- (c) direct access to the timing and scoring feed made generally available by NASCAR for use in connection with the telecast of any NASCAR-sanctioned race;
- (d) driver/team pit assignments provided on a timely basis (car assignments, not talent); and
- (e) facilitating injury information from the at-track care centers on a priority basis.

4.7 FOX and SPEED (depending of which of them is the primary telecaster for the particular event) may record for Telecast on a "plausibly live" basis via DVR technology, all qualifying events and non-points races as a means for better filling the scheduled Broadcast time window.

4.8 NASCAR and NASCAR BROADCASTING agree to work with FOX and SPEED in good faith with respect to the implementation of any new television technology.

5. NASCAR BROADCASTING RIGHTS DURING THE LICENSE PERIOD

5.1 Simultaneously with the live Telecast of each Included Race or Touring Series Race, FOX or SPEED shall furnish, or cause to be furnished, the clean feed, dirty feed, and Telecast Feed of such Included Race (or such other feeds as NASCAR BROADCASTING may reasonably request, so long as such different feeds do not unduly interfere with the production of the Telecast and are at no additional cost to FOX or SPEED), at the at-track television production compound: (a) to NASCAR BROADCASTING and its affiliates for use or sublicense in accordance with this Agreement, and (b) to NASCAR officials for their use in conducting the

Included Race or Touring Series Race. FOX and SPEED acknowledge that the at-track television production compound is controlled by NASCAR BROADCASTING and its affiliates, and agrees to work in good faith with NASCAR BROADCASTING (or such affiliate) and any other media partners engaged in production activities within or arising from the compound to ensure efficient operations and mutually acceptable event coverage. NASCAR BROADCASTING reserves the right to allow any third party broadcaster to Telecast during the License Period but outside of the live race Telecast of FOX or SPEED (as applicable), short (less than 5 minutes in the aggregate per broadcaster per race) news and/or entertainment reports (e.g., weather and traffic or local-interest features, lifestyle) but specifically excluding race reporting, originating from any track hosting an Included Race or Touring Series Race, however, priority for such programming shall be given to FOX's owned and operated and affiliated television stations. Neither NASCAR BROADCASTING, NASCAR nor NASCAR Images will license any other individual or entity to transmit during the License Period of a particular Included Race or Touring Series Race all or any part of the Telecast of such race, any other footage of such race created with authorization from NASCAR BROADCASTING or NASCAR, and/or any Ancillary Programming, other than as specifically set forth in this Agreement.

5.2 Subject to the terms of this Agreement, and the exclusive Telecast Rights granted herein to FOX and SPEED, during the License Period for each Included Race and Touring Series Race, NASCAR BROADCASTING and its affiliates may use and/or authorize other parties to use (all without payment of any fees or other obligation to FOX) the Telecast Footage from such Included Race or Touring Series Race (including without limitation the clean feed and the Telecast Feed, but not commercials or studio breakouts) or any portion thereof. Notwithstanding anything to the contrary herein, the Parties hereby agree that, during the License Period for an Included Race or Touring Series Race, NASCAR BROADCASTING may use, or authorize the use of, such Telecast Footage from such Included Race or Touring Series Race for: (a) Telecasts or other broadcast and exhibition of such Included Race or Touring Series Race outside of the Territory (including the provision of a "hot camera" providing continuous race coverage during commercial breaks); (b) closed-circuit television exhibition on large or Jumbotron screens and closed circuit monitors throughout the racetrack facility; (c) Included Race highlights of up to ten (10) minutes in length per race to be made available as further described in Exhibit 1 of Schedule A, and such other wireless and "new media" uses as may be determined in good faith by the Parties; (d) other viewing opportunities or experiences at the racetrack (e.g., virtual reality eyewear, handheld local television devices); (e) off-track and at-track digital cinema venues, subject to mutual agreement of the Parties; and (f) incorporation into pay-per-view, video-on-demand, subscription television (e.g. "NASCAR In-Car"), subject to mutually-agreeable commercially reasonable production subsidies or other consideration for FOX and/or SPEED (depending of which of them is the primary telecaster for the particular event) consistent with past practices as to the "NASCAR In Car" package (but, pending such agreement, no use by NASCAR BROADCASTING can be made of the FOX or SPEED feeds in any such PPV, VOD or subscription application, pursuant to FOX's and SPEED's affiliation agreements, without FOX's or SPEED's, as applicable, prior approval).

5.3 NASCAR BROADCASTING shall bear all costs arising from or in connection with its use of the Telecast Footage of an Included Race or Touring Series Race in accordance with this Section 5, subject to any separate agreement that the Parties or their affiliates reach regarding the allocation of such costs with respect to any such use. FOX and SPEED, in connection with its standard talent agreements, shall acquire full clearances and re-use rights on behalf of NASCAR BROADCASTING, its affiliates, and their respective designees for the use of such Telecast

Footage of an Included Race or Touring Series Race (including all talent participating therein) outside the Television medium in the Territory and in all media outside the Territory; provided, that if FOX or SPEED as applicable, in accordance with its customary business practices for comparable sports programming, does not obtain such rights clearances it shall not be required to obtain such rights clearances for any such third party materials included in Telecast Footage.

6. PROMOTIONS, SPONSORSHIP, ADVERTISING, AND OTHER RIGHTS

In support of the Telecast Rights granted herein, and as further described in Schedule B, FOX and SPEED shall undertake advertising and promotional commitments at least consistent with prior years.

7. FIRST NEGOTIATION

The parties agree to exclusively negotiate, for a period of thirty (30) days commencing on April 1, 2013 for the renewal of this agreement. Neither before nor during the exclusive negotiation period set forth herein shall NASCAR or NASCAR BROADCASTING discuss with any third party any contract or agreement with respect to the rights granted herein, or to any of the races or series contained herein.

8. MOST FAVORED NATIONS

The Parties agree that, with respect to all material non-financial terms (*e.g.*, programming, production, marketing, exhibition, footage usage rights) to be more specifically identified in the long-form agreement contemplated in the introductory paragraph of this Agreement, FOX and SPEED shall have most favored nations protection as to all material terms as against all other permitted live television and cable broadcasters of NASCAR-sanctioned races.

9. SPEED CHANNEL MOU

The Parties acknowledge and agree that the rights granted and the obligations undertaken in the Agreement are independent of, and in addition to, any rights granted and obligations undertaken in the Memorandum of Understanding dated September 14, 2000 (the "MOU"), entered into by Fox Sports Ventures LLC, NASCAR Digital Entertainment Ltd., and NASCAR. Except as more particularly defined in Paragraph 10 of Schedule A hereto, it is the mutual intention of the Parties that the MOU (and SPEED's rights, obligations, and remedies therein) shall remain unchanged by this Agreement, and that the MOU and this Agreement shall each govern solely to the extent of the specific rights and obligations contained in each respective document. To the extent that rights granted herein, or to any other Third Party Broadcaster, or any third party, have the effect of reducing the content and/or exclusivity rights that would otherwise have been available to SPEED under the MOU if the current broadcast agreements with NASCAR BROADCASTING's current television partners were simply extended, NASCAR BROADCASTING and SPEED agree that the dispute resolution procedures contained in the MOU will govern. NASCAR BROADCASTING and its affiliates recognize and acknowledge the strategic value and importance of SPEED as the leader in NASCAR-related television coverage, and the importance of premium access to SPEED's maintaining that status through the continued production of quality NASCAR-related programming. To that end, throughout the Term of both this Agreement and the MOU, NASCAR BROADCASTING and its affiliates acknowledge and agree that, with the sole exception of the telecaster engaged in the production

EXECUTION COPY

CONFIDENTIAL

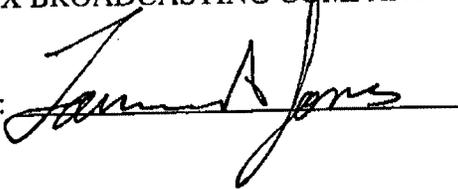
of the live telecast of a particular NASCAR-sanctioned event, no other telecaster will be accorded access to such event better than the access made available for SPEED for such event. An inadvertent or unavoidable failure with respect to such access commitment shall not be deemed a material breach of this Agreement; provided that such failure is not one of several such failures and provided further that, after good faith consultation with SPEED, NASCAR BROADCASTING remedies the situation.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing instrument this ____ day of December 2005.

FOX BROADCASTING COMPANY

NASCAR BROADCASTING, LLC

By: _____



By: _____

SPEED CHANNEL, INC.

By: _____

of the live telecast of a particular NASCAR-sanctioned event, no other telecaster will be accorded access to such event better than the access made available for SPEED for such event. An inadvertent or unavoidable failure with respect to such access commitment shall not be deemed a material breach of this Agreement; provided that such failure is not one of several such failures and provided further that, after good faith consultation with SPEED, NASCAR BROADCASTING remedies the situation.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing instrument this ____ day of December 2005.

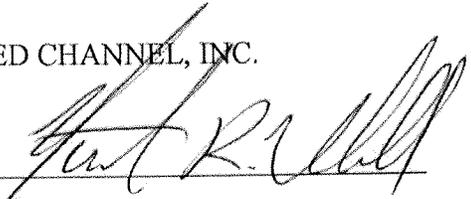
FOX BROADCASTING COMPANY

NASCAR BROADCASTING, LLC

By: _____

By: _____

SPEED CHANNEL, INC.

By:  _____

EXECUTION COPY

CONFIDENTIAL

of the live telecast of a particular NASCAR-sanctioned event, no other telecaster will be accorded access to such event better than the access made available for SPEED for such event. An inadvertent or unavoidable failure with respect to such access commitment shall not be deemed a material breach of this Agreement; provided that such failure is not one of several such failures and provided further that, after good faith consultation with SPEED, NASCAR BROADCASTING remedies the situation.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing instrument this 22nd day of December 2005.

FOX BROADCASTING COMPANY

NASCAR BROADCASTING, LLC

By: _____

By: *Richard J...*
RICHARD GLOVEY
VP

SPEED CHANNEL, INC.

By: _____

Maureen
M. Bannon

Digitally signed by Maureen M. Bannon
DN: cn=Maureen M. Bannon,
email=mbannon@nascar.com, o=NASCAR, Inc.,
ou=Legal Department, c=US
Reason: CEO - I attest to the accuracy and
integrity of this document and certify that it
has been compared and is a true and correct
copy of the original executed instrument.
Date: 2009.01.06 11:44:14 -05'00'

**MEMORANDUM OF AGREEMENT
NASCAR BROADCASTING LLC/FOX BROADCASTING COMPANY**

SCHEDULE A

Included Races; Base Race Schedule; Additional Rights

1. The annual "Base Race Schedule" shall consist of the following minimum number of NASCAR-sanctioned stock car and/or truck competitive racing events designated by NASCAR as "points" events and the "non-points" events described in paragraph 3 below (the "Included Races"), scheduled to be held during the Relevant Period of each calendar year of the Term:
 - (a) The first thirteen (13) NNCS races of each NNCS race season during the Term (including the "Daytona 500"), all of which shall be aired on FOX; and
 - (b) Twenty-five (25) NCTS races, of which two (2) shall be aired on FOX and the remainder shall be aired on SPEED, with such FOX races taking place at the site of a NNCS race being Telecast by FOX.

2. Except as provided below, FOX or SPEED shall also have an irrevocable option, at no expense, exercisable on an annual basis, to acquire an exclusive sublicense to Telecast throughout the Territory the qualifying sessions, "happy hour" sessions, and/or other practice sessions for each Included Race (collectively, the "Practice and Qualifying Sessions"). Said Telecast must be aired prior to the Start of an Included Race, either live or on no more than an eight (8) hour delay subject to good faith discussions to consider exceptions to this policy. If such option is exercised for any specific Included Race(s), the applicable Practice and Qualifying Sessions shall be deemed "Included Races" for purposes of this Agreement, and the scope and conditions of the sublicense granted by this Agreement shall be enlarged to that extent. To exercise such option as to an Included Race, FOX or SPEED must notify NASCAR BROADCASTING annually in writing no later than one hundred twenty (120) days prior to the start of each year hereunder (so long as NASCAR BROADCASTING has provided a schedule of such Practice and Qualifying Sessions sufficiently in advance of the date such notice is required, if not such notice period shall be extended accordingly). If FOX or SPEED does not exercise such option as to any Included Race(s), NASCAR BROADCASTING may Telecast, or sublicense to any third party the right to Telecast, such Practice and Qualifying Sessions or any portion thereof in the Territory, without further obligation to FOX or SPEED hereunder. In addition, during each year of the Term, NASCAR BROADCASTING shall make available for FOX or SPEED the Telecast Rights for ten (10) NNCS qualifying and practice/"happy hour" sessions (*i.e.*, for NNCS races other than the Included Races), including the six (6) NNCS races to be Telecast by Turner, and eighteen (18) NASCAR Busch Series ("NBS") event qualifying and practice/"happy hour" sessions all as designated by NASCAR BROADCASTING after consultation with all live telecasters of NNCS and NBS events; provided that such sessions shall be Telecast by FOX or Speed in accordance with and subject to this Section 2. As part of its annual notice obligations for the Practice and Qualifying Sessions, SPEED will provide NASCAR BROADCASTING with a list of the additional NNCS and NBS event qualifying and practice/"happy hour" sessions that SPEED would like to Telecast pursuant to this Section 2, and NASCAR BROADCASTING will use good faith efforts to select such event qualifying and practice/"happy hour" sessions for NBS to provide SPEED with continuity of programming on SPEED with the objective of providing qualifying and practice/"happy hour" sessions in every weekend of the season. In making its final scheduling determinations as to the carrier for each

such session, NASCAR BROADCASTING will engage in good faith discussions with SPEED and the other NNCS and NBS live telecasters, and give good faith consideration to SPEED's proposed list of sessions as well the requests, needs and schedules of the other NNCS and NBS live telecasters.

3. FOX and SPEED, as provided below, shall also have Telecast Rights with respect to those NNCS-related "non-points" events currently known by the following names (regardless of any event name changes during the Term): (1) the "Bud Shootout"; (2) pole qualifying sessions for the "Daytona 500" NNCS race; (3) the "Gatorade Duel at Daytona"; (4) the "Nextel All-Star Challenge"; and (5) the "Nextel Pit Crew Challenge." Except for the Nextel Pit Crew Challenge (which may be presented on a short turn-around delayed/posted basis by not later than the end of the same weekend as the "Nextel All-Star Challenge"), each of the foregoing events shall be aired live or on a plausibly live basis (as further described in Section 4.7 above) and in its respective entirety throughout the Territory on SPEED, with the sole exceptions of the "Bud Shootout" and the pole qualifying sessions for the "Daytona 500" NNCS race (or any successor events) which shall be aired on FOX. Each such event shall be deemed an "Included Race" for purposes of this Agreement, and the scope and conditions of the sublicense granted by this Agreement shall be enlarged to that extent.

4. During the Term, SPEED will guarantee (subject to SPEED's current practices as to rain delays and postponements for Touring Series Races) the broadcast and be responsible for the production (including all costs) of twenty-five (25) Touring Series Races (two of which shall be the two-day Toyota Showdown from Irwindale Speedway or a successor site), to be Telecast pursuant to and in accordance with the MOU. In addition, NASCAR BROADCASTING will secure telecast rights on behalf of SPEED, and SPEED will guarantee the broadcast and be responsible for the production (including all costs) of fifteen (15) Grand American Road Racing Association ("Grand-Am") races, pursuant to a separate agreement (the "Grand-Am Agreement") with terms no less favorable than the agreement currently in place between SPEED and Grand-Am, for a period of time concurrent with the Term of this Agreement. SPEED's production standards and promotional commitments for the Touring Series and Grand-Am races shall be consistent with or exceed SPEED's current standards and commitments for those race broadcasts. SPEED will use good faith efforts to avoid scheduling Grand-Am race telecasts against live telecasts of NASCAR-sanctioned races. Grand-Am shall have the option to terminate the Grand-Am Agreement: (i) as of the conclusion of the 2008 Grand-Am season, if SPEED's average ratings for Telecasts of the Grand-Am races are less than 0.4; (ii) as of the conclusion of the 2010 Grand-Am season, if SPEED's average ratings for Telecasts of the Grand-Am races are less than 0.5; and (iii) as of the conclusion of the 2012 Grand-Am season, if SPEED's average ratings for Telecasts of the Grand-Am races are less than 0.5.

5. Except as otherwise stated in this Agreement, the Parties contemplate that, during the Term, the NNCS races in FOX's Base Race Schedule will generally be scheduled for that approximate portion of each calendar year between early February to June (the "Relevant Period."). The Relevant Period for NCTS and Touring Series shall be each NCTS and Touring Series race season, respectively, during the Term. For illustrative purposes only (scheduling of NASCAR events is handled on an annual basis, as further described in Section 2.3 of this Agreement), the following reflects the preliminary scheduling of the 2006 NNCS Relevant Period currently under consideration by NASCAR:

2006 NASCAR NEXTEL CUP SERIES SCHEDULE

<u>Date</u>	<u>Site</u>
Feb. 19.....	Daytona International Speedway
Feb. 26.....	California Speedway
March 12.....	Las Vegas Motor Speedway
March 19.....	Atlanta Motor Speedway
March 26.....	Bristol Motor Speedway
April 2.....	Martinsville Speedway
April 9.....	Texas Motor Speedway
April 22.....	Phoenix International Raceway
April 30.....	Talladega Superspeedway
May 6.....	Richmond International Raceway
May 13.....	Darlington Raceway
May 28.....	Lowe's Motor Speedway
June 4.....	Dover International Speedway

6. If, during any calendar year of the Term, NASCAR increases the overall number of NNCS and/or NCTS races scheduled during the applicable Relevant Period over the Base Race Schedule, the new race(s) shall become an Included Race(s) for purposes of this Agreement, FOX (as to NNCS) or SPEED (as to NCTS) shall be obligated to Telecast the additional Included Race(s) in accordance with the terms of this Agreement, provided that, with respect to NNCS races only: a) FOX is given prior notice of such additional race not less than twelve (12) months prior to such race; b) such race is subject to all other terms and conditions in the Agreement; c) FOX shall not be obligated to take any new race prior to 2009; d) NASCAR shall not add more than one (1) race to the total of NNCS races hereunder; and e) should the foregoing conditions not be satisfied and FOX elects not to Telecast such additional race, NASCAR BROADCASTING shall have the right to sublicense the Telecast Rights for that particular race to any third party, so long as the rights fee is not less than the additional race rights fee contemplated in this paragraph. The Parties acknowledge that the NCTS Included Races shall consist of twenty-five (25) races in 2007 and up to thirty (30) events each year thereafter, on an annual basis. If there are more than 30 NCTS Included Races in any given year of the Term, NASCAR BROADCASTING agrees to consult with SPEED on such added races, provided that SPEED will not be required to produce or telecast those races. If there are more than 30 NCTS races in any given year, all such races are subject to the exclusive rights of SPEED. The Parties acknowledge and agree that the foregoing number of NCTS Included Races is merely an estimate and is subject to change (including decreases) on an annual basis. Failure by NASCAR BROADCASTING to sublicense to FOX or SPEED (as applicable) the Telecast Rights to the minimum number of races included in the Base Race Schedule during the Relevant Period of any calendar year of the Term shall not be cause for termination of this Agreement or otherwise be deemed a breach or default of this Agreement, and the sole remedy for FOX or SPEED (as applicable) for any such failure is a refund for the attributed value of such race, as set out below; provided, however, that if less than nine (9) NNCS races are scheduled to be conducted during the Relevant Period of any year of the Term, FOX shall have a right to terminate this Agreement solely with respect to FOX's NNCS Telecast Rights contemplated herein. With respect to FOX, it is agreed that the value of a lost or added NNCS race is Eleven Million Dollars (\$11,000,000); provided, however, that for any additional NNCS race scheduled to be held during the Relevant

Period at a race track within the New York City metropolitan area, FOX shall pay NASCAR BROADCASTING an additional annual rights fee, starting with the second such New York City NNCS Included Race and for each affected year thereafter, of Two Million, Five Hundred Thousand Dollars (\$2,500,000). With respect to SPEED it is agreed that the value of a lost or added NCTS race is One Hundred Twelve Thousand Six Hundred Twenty-Five Dollars (\$112,625.00).

7. The Parties acknowledge and agree that the grant of Telecast Rights in this Agreement for exploitation on SPEED are conditioned upon the understanding and expectation that, throughout the Term, with respect to NNCS points races, SPEED shall be included in multi-channel programming distribution systems (through non-standard television) and made available for subscription to a minimum of fifty million (50,000,000) households throughout the Territory; for non-points NNCS races the subscription threshold shall be forty-five million (45,000,000) households; and, for all other Included Races, forty million (40,000,000) households. If, at any time during the Term, SPEED's subscription level falls below such minimum household levels for a period of time in excess of three (3) months immediately prior to and including the date of the scheduled Telecast of such programming, FOX shall either Telecast or re-Telecast, as applicable, the Included Races slated for SPEED Telecast on FOX, the FX or FOX News network, or a FOX Sports network with a subscription levels within the Territory of the above-referenced minimum threshold levels.

8. During the Term and within the Territory, subject to full and timely payment of the Fees as provided in Section 3 of this Agreement, and otherwise in accordance with the terms of this Agreement, FOX and SPEED, as applicable, shall also have the right and obligation to produce and Telecast the following ancillary NASCAR-themed and related programming (the "Ancillary Programming"). FOX or SPEED, as applicable, shall consult with NASCAR BROADCASTING as to content and scheduling of the Ancillary Programming, which shall be designed to enhance the public image of and enthusiasm for the NNCS, NCTS, and NASCAR-sanctioned racing in general:

- (a) As part of each Telecast of an NNCS Included Race, a program (of such duration as is consistent with current practices) immediately prior to the Start of each such Included Race (the "NNCS Pre-Race Show"). These shows will feature a consistent presence (*i.e.*, weekly, but subject to occasional re-assignments) FOX host, plus other commentators presenting preview and feature material about the applicable race;
- (b) As part of each Telecast of an NCTS Included Race, a 30-minute program (which may be longer or shorter depending on race timing and other program requirements, but in no event shall FOX be required to air any such programming) immediately prior to the Start of each such Included Race (the "NCTS Pre-Race Show"; the NNCS Pre-Race Shows and the NCTS Pre-Race Shows are collectively referenced in this Agreement as the "Pre-Race Shows");
- (c) As part of each Telecast of an NNCS or NCTS Included Race, a post-race show, of approximately fifteen (15) minutes (which may be longer or shorter depending on race timing and other program requirements), to be Telecast immediately following the Completion of each such NNCS or NCTS Included Race (the "Post-Race Shows");

- (d) Each year of the Term, one (1) NNCS pre-season show at least thirty (30) minutes in length to be Telecast on FOX.
- (e) Each year of the Term, one (1) NCTS pre-season show at least thirty (30) minutes in length to be Telecast on FOX or SPEED.
- (f) Each year of the Term, the right but NOT the obligation to produce and telecast one (1) NNCS post-season show and one (1) NCTS post-season show, each show at least thirty (30) minutes in length and to be Telecast on SPEED.
- (g) Each year of the Term, SPEED will produce and telecast coverage of the NCTS Banquet live (or short-delayed taped, consistent with past practices).

9. During the Term and within the Territory, subject to full and timely payment of the Fees as provided in Section 3 of this Agreement, and otherwise in accordance with the terms of this Agreement, FOX and SPEED, as applicable, shall also have the following rights in connection with the Included Races:

- (a) The exclusive right to simulcast the Telecast of each Included Race live in high definition, as well as on FOX's HD channels;
- (b) The exclusive right to re-Telecast on Fox and/or SPEED each Included Race once during the 24-hour period immediately following the end of each such race's initial Telecast, subject to the same terms and conditions applicable to the original Telecast of such Included Race, provided, however, that no such re-Telecast shall conflict with the scheduled time slots of other live or live-to-tape Telecasts of NASCAR-sanctioned events or the original Telecast of any other NASCAR licensed programming (so long as such restriction applies equally to all third party telecasters of NASCAR-sanctioned events in the Territory);
- (c) The non-exclusive sublicense to re-Telecast a previous NNCS, NCTS, NBS or Touring Series race, from any prior year at no additional cost, as fill programming for a current Included Race, as and exclusively to the extent permitted by NASCAR BROADCASTING's revised "Delay and Pre-empting Event Policy";
- (d) FOX agrees to facilitate a meeting with Premiere Radio regarding production of a weekly NASCAR related magazine or talk format radio show, for distribution over FOX Sports Radio via terrestrial radio broadcast and satellite radio networks, subject to any NASCAR satellite radio network deal(s); and
- (e) The non-exclusive Internet rights further described in Exhibit 1 to this Schedule A.

10. As further consideration for the rights granted in this Agreement, the Parties agree that the Memorandum of Understanding dated September 14, 2000 (the "MOU"), entered into by Fox Sports Ventures LLC, NASCAR Digital Entertainment Ltd., and NASCAR, is and hereby shall be deemed amended as follows and unless and except as amended herein in this Section 10, all

terms and conditions of the MOU shall continue in full force and effect as to the parties to the MOU, according to the express terms of said Agreement; in the event of any conflict between the terms and conditions of this Section 10 and the terms and conditions of the MOU, this Section 10 shall control to the extent of such conflict:

- (a) The Term of the MOU shall be extended two (2) years for a total Term of fourteen (14) years commencing January 1, 2001.
- (b) As consideration for such extension, FOX will pay NASCAR a total rights fee of One Hundred Twenty-One Million, Five Hundred Thousand Dollars (\$121,500,000) for years 7 through 14.
- (c) The annual rights fees for years 7-14 shall be payable pursuant to the schedule set forth at Schedule "C."
- (d) The exclusive negotiation period under Section 2(a) of the MOU shall begin on October 1, 2012, and will continue until November 15, 2012.

11. As further consideration for the rights granted in this Agreement, the Parties agree that the Operating Agreement dated September 14, 2000 (the "Operating Agreement"), entered into by Fox Sports Ventures LLC and NASCAR Digital Entertainment Ltd., is and hereby shall be deemed amended to reflect a full and complete transfer, effective as of January 1, 2006, by the Fox Member to the NASCAR Member (which has since been reformed as NASCAR Digital Entertainment LLC) of all right, title and interest in and to the Fox Member's Interest in NASCAR Images LLC (referenced in the Operating Agreement as the "Company") and the Fox Member's Percentage Interest in and to the Company, which is 50%, to the NASCAR Member. In furtherance of such transfer, FOX hereby agrees, on behalf of itself and the Fox Member, to undertake all necessary steps and to take all necessary actions to fully effectuate the transfer contemplated by this Section 11, including without limitation removal of the Fox Representatives from the Board and relinquishment of the Fox Member's role as the "Tax Matters Member" for the Company. In furtherance of this Section 11 and the amendment contemplated herein, each Party to this Agreement hereby represents and warrants that its respective affiliate(s) (as to FOX, Fox Sports Ventures LLC; as to NASCAR BROADCASTING, NASCAR Digital Entertainment LLC) have consented to such amendment and have agreed to be bound by the terms of the Operating Agreement as so amended by this Section 11. In the event of any conflict between the terms and conditions of this Section 11 and the terms and conditions of the Operating Agreement, this Section 11 shall control to the extent of such conflict. All capitalized terms used and not otherwise defined within this Section 11 shall have the respective meanings set forth in the Operating Agreement.

12. SPEED agrees to provide NASCAR Images a reasonable opportunity to bid on production services in connection with SPEED's telecasts of NCTS Included Races and programming produced on location at NASCAR races (*i.e.*, Trackside Live, NASCAR This Morning, NASCAR Victory Lane, and NASCAR Performance, as well as the Inside Nextel Cup studio show and the Beyond the Wheel taped show, all to the extent SPEED in its sole discretion continues production of those particular programs), provided that any award of such services shall be based on competitive pricing and quality of production. As a matter of record, and with no further obligation other than as set forth herein, SPEED acknowledges that the production services provided to date by NASCAR Images for the NCTS races and at-track program

production have satisfied SPEED's production requirements as to quality and, to the extent such services have been bid, competitive pricing. Further, acknowledging the concerns of NASCAR BROADCASTING as to the continued provision by NASCAR Images of such services to SPEED, SPEED will give meaningful consideration to the use of NASCAR Images in connection with such services. SPEED further agrees to provide NASCAR Images a reasonable opportunity to bid on production services from time to time in connection with other NASCAR-related programming on SPEED, including the extension of existing production services (to the extent such programming is renewed). SPEED shall be under no obligation to consummate any such agreements nor shall there be any guarantee of any amount of business or the continuation of any productions.

EXHIBIT 1 OF SCHEDULE A
Internet Protocol and Wireless Rights

The rights granted to FOX and SPEED in this Agreement shall include the following non-exclusive rights solely for use as part of a Network-Branded Package (as defined below) to be distributed only via the Internet and Interactive Online Services (as defined below) during the Term and within the Territory (to the extent such rights are technologically capable of territorial restriction by commercially reasonable means on a free or for-pay basis), applicable to NNCS, NBS, and NCTS events (including associated qualifying, practice and "happy hour" sessions) and the Ancillary Programming, unless otherwise noted:

1. The right to post on foxsports.com and speedtv.com (such postings to be available only after the Completion of each non-Included Race) one (1) produced audio-video highlight segment for each NNCS, NBS, and NCTS event conducted during the Term, each such segment to be no more than ten (10) minutes in length. Such right shall include the right to archive those highlight segments on foxsports.com and speedtv.com for the entire applicable race season. Also, the non-exclusive right for FOX and SPEED to distribute such segments via the Internet and/or Interactive Online Services to the general public as part of a Network-Branded Package.

2. The right to use the following live NNCS, NBS, and NCTS race data on foxsports.com and speedtv.com, as well as within a Network-Branded Package to be distributed via the Internet:

- Level 1 - Generally-available informational, non-telemetry-based race data for use as part of a Network-Branded Package on all platforms (including TV), provided by NASCAR in the same manner as provided to the general media (e.g., Yahoo);
- Level 2 - Level 1 data, plus speed and time/place differential among cars (said data to be limited to each driver's name, number and sponsor, speed, time behind leader, time and place differential among cars, and lap splits), provided by NASCAR's timing and scoring feed - for use in a textual context (i.e., no animated renderings) as part of a Network-Branded Package; and
- Level 3 - Levels 1 and 2, plus all telemetry-based "enhanced" data (e.g., as currently generated and contracted by SportVision), for use only in the FOX and SPEED live Telecasts of Included Races and permitted replays thereof, and not for use in any other media or on any other platform. For sake of clarity, neither FOX nor SPEED shall use Level 3 data via the Internet or Interactive Online Services separate or apart from any permitted streaming of any highlights or Telecasts of Included Races.

Neither FOX nor SPEED may use such live event data for any other purpose than as authorized above. FOX and SPEED shall be prohibited from altering, modifying or otherwise manipulating such feeds to create additional products or services (e.g. NASCAR Fantasy updates); provided that if, at any time during the Term, NASCAR makes available non-exclusive licenses for fantasy, SportVision-like enhanced/proprietary data, and/or condensed races on non-television platforms, FOX and SPEED automatically gets such license(s) on a no-cost basis.

3. The right to stream the Telecasts of the Included Races on a simulcast or delayed basis via the Internet. If and when FOX and/or SPEED (as applicable) streams its Telecast of an Included Race via the Internet, NASCAR BROADCASTING and its affiliates, as well as

NASCAR Online, can also stream the same Telecast of that Included Race via the Internet, but only as part of a NASCAR-branded content package. The right to stream is limited to two (2) streams of a race within the twenty-four (24) hour window following the end of the License Period. Within such streamed Telecasts, NASCAR Online will air all in-stream national advertisements telecast by FOX or SPEED (as applicable), and be permitted to insert its own ads in FOX's and SPEED's local breaks; provided that such ads shall not be made available on a stand-alone basis.

4. The right to stream or otherwise deliver throughout the Term all Ancillary Programming permitted under this Agreement via the Internet and Interactive Online Services. If and when FOX and/or SPEED (as applicable) streams its Telecast of any particular episode(s) of Ancillary Programming via the Internet, NASCAR BROADCASTING and its affiliates, as well as NASCAR Online, can also stream the same Telecast of such particular episode(s) of Ancillary Programming via the Internet, but only as part of a NASCAR-branded content package. In exploiting the same right themselves, neither NASCAR BROADCASTING nor NASCAR Online shall include such Ancillary Programming in suites of content offered directly to platforms branded with FOX or SPEED direct Television competitors (i.e., ABC, CBS, NBC, ESPN, TNT, TBS), or of a cable or broadcast network that telecasts major sports and has a minimum distribution of 60,000,000 subscribers, other than those broadcasters and/or networks licensed by FOX or SPEED (as applicable) to distribute its own Network-Branded Package in its entirety, or otherwise without FOX's or SPEED's (as applicable) prior approval. Neither Party can create specifically-different content and add into such programs. Neither FOX nor SPEED may create any NASCAR-branded and/or NASCAR-specific made-for-broadband shows or features not expressly granted herein, without the prior written consent of NASCAR Online.

5. The right to engage in single-screen interactive free Television, cable Television and satellite Television rights for all FOX and SPEED Telecasts of Included Races.

6. For the above-mentioned applications, the right to use NASCAR Marks within a Network-Branded Package offering and in promotion for such offerings, subject to NASCAR's reasonable prior approval of all such uses; once their streaming rights have attached (as described in Paragraph 4 above), NASCAR BROADCASTING and NASCAR Online have the right to use the titles of Ancillary Programming in their marketing of applications authorized hereunder, subject to the reasonable prior approval by FOX or SPEED (as applicable) of all such uses.

FOX and SPEED acknowledge and agree that the rights contemplated in this Exhibit 1 shall also be available for use by NASCAR Online and NASCAR BROADCASTING. Neither FOX nor SPEED can sell, license, sub-distribute, wholesale or otherwise exploit these rights with any third party; provided that such prohibition shall not preclude FOX or SPEED from working with any third party distributor (e.g., an Internet service provider, a wireless communications network, etc.) to facilitate distribution of the Network-Branded Packages contemplated herein. The contemplated content shall only to be available as part of a Network-Branded Package made available via the Internet and Interactive Online Services. FOX and SPEED shall use reasonable efforts to assist NASCAR BROADCASTING and NASCAR Online in identifying contacts for any third party clearances necessary for the exploitation of the rights contemplated by this Exhibit 1.

For purposes of this Agreement:

- "NASCAR Online" means the sole authorized and/or official Internet site of NASCAR, currently located at <www.nascar.com>, dedicated primarily to the delivery of NASCAR-related content to fans and consumers and other users of the web site and electronic commerce activities. NASCAR Online is currently operated by Turner Sports Interactive, Inc., but may be operated by any other entity over the Term of this Agreement.
- A "Network-Branded Package" shall mean a network-branded package of major multi-sport content or programming (as opposed to a NASCAR-specific or NASCAR-branded package) comprised of a substantially similar content offering from a reasonable number of major sports properties (e.g., NFL, NBA, MLB, PGA, NCAA). By way of example, the FoxSports.com and SpeedTV.com websites, as currently constituted, would each be considered a "Network-Branded Package"; a network-branded package containing only NASCAR live event content (as opposed to multi-sport content or programming as described above) would not be a "Network-Branded Package."
- "Internet" shall mean a global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network inter-connection protocols as may be adopted from time to time, which is used to transmit content that is directly or indirectly delivered to a computer or other digital electronic device for display to an end-user, whether such content is delivered through on-line browsers, off-line browsers, or through "push" technology, such as electronic mail, broadband distribution, satellite, wireless or other successor technologies or means. For convenience, whenever the word "Internet" appears in this Agreement, it shall also include Interactive Online Services unless expressly excluded.
- "Interactive Online Services" shall mean any services (primarily member-based or subscription-based services, without or without a fee) (i) which utilize content in a digital format originating on or from a computer database similar in form and function to AOL or a computer network similar in form and function to the Internet; (ii) which involve the combination or integration of text, audio, video, photography, animation, and/or graphic elements coupled with software, hardware, firmware, or other tools, devices, or applications; (iii) which require the use of proprietary software made available by the provider of such services to allow a user to retrieve and/or manipulate these elements on an interactive basis; and (iv) which are distributed to various digital electronic devices such as personal computers, cellular phones, or personal digital devices, through any digital communication means, including telephone lines, wireless, narrowband and broadband, voice portal, satellite and interactive and enhanced television applications (e.g., AOL TV), but are not distributed through broadcast television, cable television, AM-FM radio or digital satellite radio. Examples of Interactive Online Services include: access to the Internet with search functionality; online community services, including public bulletin boards, instant online communications, and public chat rooms; and organization of content into channels that allow members to navigate the service.

**MEMORANDUM OF AGREEMENT
NASCAR BROADCASTING LLC/ FOX BROADCASTING COMPANY
SCHEDULE B**

Programming Issues; Promotional Plan and Inventory; Joint Logo

1. In connection with any Telecast of each Included Race contemplated herein, FOX and SPEED hereby agree that:

- (a) NASCAR BROADCASTING shall have a right of consultation as to the announcers and commentators for the Included Races;
- (b) FOX and SPEED shall not employ special audio or visual effects to materially alter, enhance or highlight the natural sights, sounds or image during an Included Race without first consulting and taking into account in good faith the comments provided by NASCAR BROADCASTING. No "split-screens" allowing for simultaneous airing of race action with commercial/promotional advertising shall be employed to materially alter, enhance or highlight the natural sights, sounds or images during an Included Race without the prior written consent of NASCAR BROADCASTING;
- (c) Each Telecast of an Included Race may include highlights of the most recent NNCS, NCTS and NBS races, however, with respect to FOX, FOX will attempt to show NCTS or NBS highlights in pre-race shows when FOX determines in its sole discretion that it would be editorially appropriate;
- (d) Each Telecast of an Included Race will include cross-promotion of upcoming NASCAR races, including reference to the applicable telecast carrier, on a favored nations basis among all telecasters, subject to reciprocity and equality among all telecasters;
- (e) During each Telecast of an Included Race, in connection with each on-screen display of graphics, other than commercially sponsored graphics, FOX or SPEED shall also display the NASCAR bar logo or the Joint Logo (as defined below). FOX or SPEED (as applicable) will discuss in good faith with NASCAR BROADCASTING the promotion or integration of NASCAR Online, via announcer mention and on-screen graphics, at least twice per Telecast of an Included Race;
- (f) During each Telecast of an Included Race, subject to FOX's legal and broadcast standards and practices, FOX and SPEED shall provide NASCAR BROADCASTING the following promotional inventory (at no cost to NASCAR BROADCASTING), which may be used by NASCAR BROADCASTING or its affiliates for institutional promotional announcements on behalf of NASCAR-related activities and events, including by way of example only charitable activities, initiatives or promotions, and/or the Promoters (to be used in a manner consistent with past practices) provided that in no event shall the following inventory or any portion thereof be resold or bartered by NASCAR or its affiliates

or used in any way as consideration for or in connection with any third party sales or licensing. Such inventory shall be scheduled consistent with past practices:

- (i) One (1) minute (in the case of FOX), or thirty (30) seconds (in the case of SPEED), during any Pre-Race Show for each Included Race;
 - (ii) One (1) minute during each hour of each Telecast of an Included Race after the Pre-Race Show (and, if available, after all commercial inventory has been allocated, in each hour of Ancillary Programming); and
 - (iii) One ten (10) second spot during each hour of each Telecast of an Included Race after the Pre-Race Show (and, if available after all commercial inventory has been allocated, in each hour of Ancillary Programming);
- (g) The Telecast of each Pre-Race shall include the performance of the national anthem, the pre-race invocation, and the Start of the Included Race command by the "Grand Marshal" designated by NASCAR and/or the applicable Promoter;
- (h) FOX and SPEED understand and acknowledge that Motor Music LLP (a music publishing company retained to develop music and music cues consistent with and in furtherance of the NASCAR brand) has the ability to provide original music and music cues needs for the Telecasts of Included Races, and that FOX and SPEED will, without any obligation, consider using that entity for any music needs;
- (i) Subject to FOX Standards and Practices legal requirements, neither FOX nor SPEED may identify (a) the Included Race by any name other than the official event title, as designated by the Promoter, or (b) the Facility by any name other than its official name, as designated by the Promoter. An isolated, inadvertent failure to comply with this provision shall not be deemed a material breach hereof, provided that such failure is not one of several such failures and provided further that FOX and SPEED grant, after good faith consultation with the Promoter, other promotional reference(s) of comparable value during the next Telecast of an Included Race at the Promoter's Facility. With respect to SPEED's Telecasts of NCTS Included Races, the official name of the host track must be identified verbally and in graphics at least once during the Telecast opening and thereafter at least twice during each hour of the Telecast;
- (j) During each Telecast of an Included Race, FOX or SPEED, as applicable, shall identify, or cause to be identified, the Included Race by its official event title, as designated by the Promoter, at least once during the Pre-Race Show and thereafter at least once during each hour of the Telecast of such Included Race; provided that, with respect to SPEED's Telecasts of NCTS Included Races, the official event title must be identified verbally and in graphics at least once during the Telecast opening and thereafter at least twice during each hour of the Telecast. In addition, in each Telecast of a NCTS Included Race or a Touring Series Race, SPEED shall refer to the NCTS or the Touring Series (as applicable) in graphic and verbal mention by the official series name as designated by NASCAR a minimum of four (4) times per hour during each such Telecast;

- (k) Neither FOX nor SPEED shall insert into the Telecast of an Included Race, or in any permitted re-Telecast thereof, more than an aggregate of fourteen (14) minutes of local and network commercial time during each hour of the Telecast of such Included Race, exclusive of any promotional spots inserted in such Telecast pursuant to Sections 1(f) and (p) of this Schedule B. Neither FOX nor SPEED shall engage in any "short-selling" within any Telecast of an Included Race (e.g., direct sales of products or services such as on Home Shopping Network) without NASCAR BROADCASTING's prior approval, taking into account, among other things, the impact of such short-selling on the image of NASCAR, the Included Races, the NNCS, NCTS or Touring Series; provided, however, any promotional announcement for foxsports.com or speedtv.com shall be an exception hereto;
- (l) Subject to FOX Standards and Practices legal requirements, FOX and SPEED shall each use commercially reasonable efforts, but shall not be obligated, to display and identify all individual vehicles participating in an Included Race during the Telecast of such Included Race, including identification of the primary sponsor of each vehicle regardless of whether such sponsor has purchased advertising for the Telecast of such Included Race;
- (m) Neither FOX nor SPEED shall create, promote or brand, without the prior written approval of NASCAR and NASCAR BROADCASTING, (a) any "mini-series" or other coupling of Included Races (e.g., "The Summer Sweepstakes in NASCAR Racing on FOX") other than the NNCS, NCTS or Touring Series, or (b) any type of sweepstakes, points, prize, special awards, or other promotional event in association with any one or more of the Included Races (e.g., "The SPEED Million Dollar Bonus"). NASCAR and NASCAR BROADCASTING may grant or withhold such approval in their sole and absolute discretion, but agree not to unreasonably delay their decision (whether to approve or disapprove) in response to a FOX request;
- (n) Except as expressly set forth below and elsewhere in this Agreement, FOX or SPEED, as applicable, shall control all of the commercial opportunities during the Telecast of each Included Race, including the exclusive right to sell and receive all revenues from all commercial units. Notwithstanding the foregoing:
- (i) Without the prior written approval of NASCAR BROADCASTING, no electronic or "virtual" signage, promotion, or other commercial designation shall be superimposed, inserted or otherwise incorporated on-screen into the Telecast of an Included Race so as to alter for the television viewer the actual appearance of the Facility or any portion thereof (but excluding any sponsored graphics as normally inserted into telecasts consistent with past practices);
- (ii) FOX and SPEED acknowledge that NASCAR and the Promoters have entered into and will enter into sponsorships and other advertising agreements with third parties with respect to the Included Races and the NNCS, NCTS and Touring Series. FOX and SPEED (as applicable) will consult in good faith with NASCAR as to their plans to market and sell

sponsorships and other major commercial opportunities for the Telecasts of Included Races and Touring Series Races, will consider in good faith NASCAR's comments and suggestions, and will attempt in good faith to include sponsorship or advertising sales to those third parties that have existing relationships with respect to the Included Races, the Promoter, NASCAR, the NNCS, NCTS or Touring Series, but FOX's or SPEED's (as applicable) decision with respect to such sponsorships and other major commercial opportunities shall be final. Notwithstanding the foregoing, FOX and SPEED shall work promptly and in good faith with NASCAR BROADCASTING, NASCAR and the Promoters to develop and implement reasonable, mutually agreeable resolutions for any sponsorship disputes that may arise as a result of or in connection with FOX's and SPEED's marketing and sale of sponsorships and other major commercial opportunities for the Telecasts of the Included Races and Touring Series Races. Upon reasonable request by FOX or SPEED, NASCAR BROADCASTING agrees to use good faith, commercially reasonable efforts to facilitate FOX's or SPEED's Telecast commercial sales efforts with NASCAR sponsors and promotional partners. FOX and SPEED shall not sell any sponsorships or commercial opportunities to a sponsor or advertiser that would have a materially adverse effect on the public image of NASCAR, NASCAR-sanctioned racing, or the sport of automobile racing in general;

- (iii) Neither FOX nor SPEED shall add, amend, delete or otherwise change by any electronic or other means, the natural on-screen image of any of the signage displayed at a racetrack during an Included Race unless so required by FOX Standards and Practices;
- (iv) Neither FOX nor SPEED shall present advertisers or sponsors of the Telecast of any Included Race in any manner stating or suggesting (expressly or implicitly) the existence of a marketing position, sponsorship, or other relationship between such Telecast advertisers or sponsors and NASCAR, NASCAR BROADCASTING or their respective affiliates, the NNCS, NCTS or Touring Series, the Included Races, any other events sanctioned or conducted by NASCAR or any Promoter, any NASCAR-sanctioned contingency or special award, the Promoter, or the race participants unless they are such; and
- (v) Telecast sponsorships or titles shall be presented in the following manner: "This Telecast presented by . . ." or "This Telecast brought to you by . . ." or "This Telecast sponsored by . . ." or "This Telecast presented on FOX by . . ." or "The [OFFICIAL EVENT TITLE] presented on SPEED by . . ." If FOX desires to present such a sponsorship or title in another manner, it shall consult with and obtain the prior written approval of NASCAR BROADCASTING; and
- (viii) SPEED will not sell, to a competing tool category to Craftsman, any type of sponsorship related or associated with any of the NCTS race broadcasts so long as Craftsman remains the title sponsor of the series. In the event

another entity becomes title sponsor of that series, SPEED will not sell any such sponsorship to a third party competitive with that entity in the new series title sponsor's primary product or service category; provided, however, that if, prior to the new title sponsorship deal, SPEED has already sold a sponsorship to a third party competitor of the new series title sponsor, SPEED shall, upon expiration of that prior agreement with the title sponsor's competitor, first offer its sponsorship opportunities to the new title sponsor before extending or renewing the competitor's agreement or granting sponsorship rights to another competitor of the series title sponsor. In the event a sponsor becomes title sponsor of the Touring Series, SPEED will not sell any type of sponsorship related or associated with any Touring Series race broadcasts to a third party competitive with that entity in the new series title sponsor's primary product or service category; provided, however, that if, prior to the new title sponsorship deal, SPEED has already sold a sponsorship to a third party competitor of the new series title sponsor, SPEED shall, upon expiration of that prior agreement with the title sponsor's competitor, first offer its sponsorship opportunities to the new title sponsor before extending or renewing the competitor's agreement or granting sponsorship rights to another competitor of the series title sponsor;

- (o) In no event shall any Telecast sponsor, advertiser or other third party have any right to use any NASCAR Intellectual Property without the express prior written consent of NASCAR and NASCAR BROADCASTING in each instance;
- (p) FOX or SPEED may include in any Telecast of an Included Race no more than two (2) minutes per hour (averaged over the Telecast) of self-promotion of FOX or SPEED, any affiliate of FOX or SPEED, or programming of FOX or SPEED; provided that, except as to promoting "same-day" programming, SPEED may not promote any motorsports programming which is competitive to NASCAR within its Telecasts of Included Races, said determination of "competitiveness" to be resolved in good faith by SPEED and NASCAR BROADCASTING;
- (q) In all promotional material for the Included Races, if FOX or SPEED uses its trademark(s), it shall do so primarily in conjunction with a NASCAR trademark to be selected by NASCAR, in a manner that is approved by NASCAR, and otherwise consistent with NASCAR's standard trademark usage guidelines;
- (r) In all Telecasts of NCTS Included Races, SPEED will use the NCTS logo within graphics during each NCTS race, to include points update, leader boards, driver standings, and will use best efforts to use in and out of commercial breaks, etc. All such use shall be consistent with series logo usage during NNCS and NBS race telecasts.

2. During each year of the Term, FOX and SPEED shall commit to and undertake an annual multimedia marketing and promotional campaign highlighting NASCAR and the Telecasts of the Included Races and Touring Series Races, in a manner equal to or greater than what was provided in prior years by Fox and SPEED respectively as to such Telecasts.

3. Subject to NASCAR's and NASCAR BROADCASTING's approval in their sole discretion, FOX and SPEED may each create and use in connection with the Telecasts of the Included Races and the Touring Series Races a "Joint Logo" combining the name or logo of FOX or SPEED with the NASCAR Marks or such other NASCAR trademark(s) as may be reasonably designated by NASCAR, it being understood that the existing joint logos are pre-approved. The creation and use of a Joint Logo shall be subject to the following terms:

- (a) No Joint Logo shall include any series (e.g., NNCS, NCTS, Touring Series) name or logo;
- (b) The design of each Joint Logo shall be subject to the prior review and written approval of NASCAR BROADCASTING and NASCAR, in their sole discretion;
- (c) Neither the NASCAR Marks nor the Joint Logo shall be displayed in any manner suggesting an endorsement by NASCAR or NASCAR BROADCASTING (or any affiliate of either) of any product, service, company or other entity.

4. NASCAR shall cause the Promoter of each Included Race and Touring Series Race to provide the number of tickets, suite access; parking; pit/garage access passes for the Included Races and Touring Series Races to FOX or SPEED (depending of which of them is the primary telecaster for the particular race) consistent with past practices and taking into consideration any other broadcasters permitted to engaged in live NASCAR-sanctioned event telecasts on any such weekend, the specifics of which will be outlined in the long-form

5. NASCAR shall use reasonable efforts to make available to FOX and SPEED any celebrities or dignitaries that are present as a guest of NASCAR for interviews in connection with the telecasts of the Included Races or any Ancillary Programming.

MEMORANDUM OF AGREEMENT
NASCAR BROADCASTING LLC/ FOX BROADCASTING COMPANY
SCHEDULE C
Fees

The License Fee for the Telecast Rights under this Agreement for the eight (8) year Term is a total of One Billion Six Hundred Sixty-Four Million Dollars (\$1,664,000,000.00) payable as follows:

LICENSE FEE PAYMENTS

Year One	\$187,500,000.00
Year Two	\$193,000,000.00
Year Three	\$198,500,000.00
Year Four	\$205,000,000.00
Year Five	\$210,000,000.00
Year Six	\$217,000,000.00
Year Seven	\$223,000,000.00
Year Eight	\$230,000,000.00

MOU PAYMENTS

The License Fee under the MOU for years seven (7) through fourteen (14) is a total of One Hundred Twenty-One Million Five Hundred Thousand Dollars (\$121,500,000.00) payable as follows:

Year Seven	\$13,000,000.00
Year Eight	\$13,500,000.00
Year Nine	\$14,000,000.00
Year Ten	\$14,750,000.00
Year Eleven	\$15,250,000.00
Year Twelve	\$16,000,000.00
Year Thirteen	\$17,000,000.00
Year Fourteen	\$18,000,000.00

MEMORANDUM OF AGREEMENT
NASCAR BROADCASTING LLC/ FOX BROADCASTING COMPANY
SCHEDULE D
Delay and Pre-empting Event Policy

1) **For All Included Races Other Than The Daytona 500**

- a) **Delay.** If any Included Race on the FOX Television Network is not completed by 7:00 PM (EST) due to inclement weather conditions or other event of force majeure, then the live telecast of the race from 7:00 PM until its conclusion may be switched to the SPEED Cable Network.
- b) **Fill Programming.** During any extended delay, FOX or SPEED (as applicable) will run the previous year's race (or such other NASCAR-related programming to which NASCAR controls telecast rights) as fill programming until the race is re-started, or may engage in live in-field programming (e.g., interviews) consistent with past practices. Such NASCAR-related fill programming will be provided by NASCAR at no additional expense and will be "clean" (i.e., no other network's graphics will be identifiable).
- c) **Postponement.** If any Included Race on the FOX Television Network is postponed due to inclement weather conditions or other event of force majeure, then the live telecast of the rescheduled race may be telecast on the SPEED Cable Network.

2) **Daytona 500.**

- a) **Delay or Postponement.** Notwithstanding the foregoing, if the Daytona 500 is delayed or postponed due to inclement weather conditions or other event of force majeure, then the live telecast of the race until its conclusion will be aired on the FOX Television Network.
- b) **Fill Programming.** During any extended delay, FOX will run the previous year's race (or such other NASCAR-related programming to which NASCAR controls telecast rights) as fill programming until the race is re-started. Such NASCAR-related fill programming will be provided by NASCAR at no additional expense and will be "clean" (i.e., no other network's graphics will be identifiable).

August 9, 2006

Mr. Hunter Nickell
Executive Vice President & General Manager
Speed Channel, Inc.

Mr. Larry Jones
Chief Operating Officer
FOX Sports a division of Fox Broadcasting Company

**Amendment of Fox Broadcasting Company, Speed Channel, Inc. and NASCAR Broadcasting, LLC
Memorandum of Agreement**

Dear Hunter and Larry:

This letter will represent the amendment ("Amendment") of the Memorandum of Agreement between Fox Broadcasting Company, Speed Channel, Inc. and NASCAR Broadcasting, LLC dated as of December 7, 2005 (the "Agreement"), as follows:

Schedule C of the Agreement is hereby deleted in its entirety and is substituted with the schedule attached hereto as Schedule C.

Such Amendment shall be effective upon execution by the parties. Should there be a conflict between the terms of this Amendment and the Agreement, the terms of the Amendment shall take precedence. In all other respects, the Agreement remains in full force and effect.

Please confirm your agreement to this Amendment by signing where indicated below.

Agreed
Speed Channel, Inc.

By _____
Hunter Nickell
Executive Vice President &
General Manager

Agreed
NASCAR Broadcasting, LLC

By _____
R. Todd Wilson
Chief Financial Officer

Agreed

FOX Sports a division of
Fox Broadcasting Company

By _____
Larry Jones
Chief Operating Officer

Maureen
M. Bannon

Digitally signed by Maureen M. Bannon
DN: cn=Maureen M. Bannon,
email=mbannon@nascar.com, o=NASCAR, Inc.,
ou=Legal Department, c=US
Reason: CEO - I attest to the accuracy and integrity of
this document and certify that it has been compared
and is a true and correct copy of the original
executed instrument.
Date: 2009.01.06 11:48:27 -0500

August 9, 2006

Mr. Hunter Nickell
Executive Vice President & General Manager
Speed Channel, Inc.

Mr. Larry Jones
Chief Operating Officer
FOX Sports a division of Fox Broadcasting Company

**Amendment of Fox Broadcasting Company, Speed Channel, Inc. and NASCAR Broadcasting, LLC
Memorandum of Agreement**

Dear Hunter and Larry:

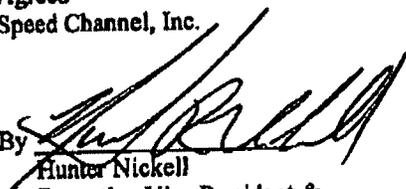
This letter will represent the amendment ("Amendment") of the Memorandum of Agreement between Fox Broadcasting Company, Speed Channel, Inc. and NASCAR Broadcasting, LLC dated as of December 7, 2005 (the "Agreement"), as follows:

Schedule C of the Agreement is hereby deleted in its entirety and is substituted with the schedule attached hereto as Schedule C.

Such Amendment shall be effective upon execution by the parties. Should there be a conflict between the terms of this Amendment and the Agreement, the terms of the Amendment shall take precedence. In all other respects, the Agreement remains in full force and effect.

Please confirm your agreement to this Amendment by signing where indicated below.

Agreed
Speed Channel, Inc.

By 
Hunter Nickell
Executive Vice President &
General Manager

Agreed

FOX Sports a division of
Fox Broadcasting Company

By _____
Larry Jones
Chief Operating Officer

Agreed
NASCAR Broadcasting, LLC

By _____
R. Todd Wilson
Chief Financial Officer



Digitally signed by Stefani Hasty
DN: cn=Stefani Hasty,
email=shasty@nascar.com,
o=NASCAR Media Group, LLC,
ou=Legal, c=US
Reason: CEOC - I attest to the
accuracy and integrity of this
document and certify that it
has been compared and is a
true and correct copy of the
best available copy of the
original executed instrument.
Date: 2010.01.14 11:37:27
-05'00'

Schedule C
Fees

LICENSE FEE PAYMENTS

The License Fee for the Telecast Rights under this Agreement for the eight (8) year Term is a total of One Billion Six Hundred Sixty-Four Million Dollars (1,664,000,000.00) payable as set forth in Appendix 1 hereto.

MOU PAYMENTS

The License Fee under the MOU for years seven (7) through fourteen (14) is a total of One Hundred Twenty-One Million Five Hundred Thousand Dollars (\$121,500,000.00) payable as follows [said amounts due in equal installments at the beginning of each calendar quarter (i.e., 1/1, 4/1, 7/1 and 10/1)]:

Year Seven	\$13,000,000.00
Year Eight	\$13,500,000.00
Year Nine	\$14,000,000.00
Year Ten	\$14,750,000.00
Year Eleven	\$15,250,000.00
Year Twelve	\$16,000,000.00
Year Thirteen	\$17,000,000.00
Year Fourteen	\$18,000,000.00

Payment Schedule to NASCAR Broadcasting
2007-2014

Date	Appendix 1									
	2007	2008	2009	2010	2011	2012	2013	2014		
February 10th	\$ 10,000,000	\$ 10,300,000	\$ 10,500,000	\$ 10,900,000	\$ 11,100,000	\$ 11,500,000	\$ 11,800,000	\$ 12,100,000		
February 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
March 1st	36,000,000	35,900,000	36,000,000	36,000,000	36,800,000	40,100,000	41,200,000	42,400,000		
March 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
April 1st	48,000,000	50,320,000	51,640,000	53,240,000	54,400,000	56,160,000	57,600,000	59,400,000		
April 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
May 1st	36,750,000	37,740,000	38,730,000	39,630,000	40,800,000	42,120,000	43,200,000	44,550,000		
May 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
June 1st	36,750,000	37,740,000	38,730,000	39,630,000	40,800,000	42,120,000	43,200,000	44,550,000		
June 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
July 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
August 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
September 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
October 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
November 15th	2,000,000	2,100,000	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000		
Total	\$ 187,500,000	\$ 193,000,000	\$ 198,500,000	\$ 205,000,000	\$ 210,000,000	\$ 217,000,000	\$ 223,000,000	\$ 230,000,000		



November 9, 2009

Hunter Nickell
President
Speed Channel, Inc.
1220 W. W.T. Harris Blvd.
Charlotte, NC 28262

Re: Telecast of the NASCAR Sprint Cup Series Banquet ("NSCS Banquet");
Amendment #2 to the FOX/SPEED broadcast Agreement with NASCAR
Broadcasting ("Agreement")

Dear Hunter:

As you know, NASCAR continues to look for new ways to provide better and more expanded coverage of our sport to appeal to our fans and to attract new fans. In doing so, I think it would be a great addition to Speed's current NASCAR programming platform to include the NSCS Banquet.

Since ESPN currently has the right to produce and telecast the NSCS Banquet annually through 2014, contingent upon ESPN's agreeing to relinquish such right, Speed agrees to accept the right and obligation to Telecast this Banquet on the SPEED network under the following terms in this letter agreement ("Letter"):

- (a) In addition to all other Ancillary Programming under the Agreement, (including the combined NASCAR Camping World Truck Series ("NCWTS")/NASCAR Nationwide Series banquet, etc.), Speed will produce and Telecast the NSCS Banquet (and coverage for the Banquet) ("NSCS Banquet Telecast") starting in 2009 and for each subsequent year through 2014, if available for Speed's telecast subject to ESPN's rights above. On or before July 1st of each year commencing in 2010, NASCAR will provide notice to Speed of whether the NSCS Banquet for such respective year will be available for Speed's telecast. The NSCS Banquet Telecast will be deemed NASCAR-Owned Ancillary Programming as referenced in the Agreement, and will be subject to the terms of the Agreement accordingly;
- (b) Each NSCS Banquet that is Telecast subject to ESPN's rights above will be Telecast live (or on a "plausibly live" basis as further described in Section 4.7 of the Agreement) and in its entirety (i.e., drivers' speeches, entertainment, etc.), with the right and obligation to re-Telecast such applicable NSCS Banquet Telecast at least once prior to the Daytona 500 of the subsequent NSCS race season, except that the 2014 NSCS Banquet, if available, will be re-Telecast only through December 31, 2014. The first re-Telecast of each applicable, available NSCS Banquet will be during a primetime slot or a weekday or weekend afternoon slot. Additionally, the first re-Telecast of the 2009 NSCS Banquet, if available, will be in its entirety; any subsequent re-Telecast (including that of any available NSCS Banquet Telecasts in subsequent years) may be a "cut-down" (of two (2) hours in length) of the NSCS Banquet Telecast provided that Speed uses best efforts to include each of the drivers' speeches and the manufacturers' awards presentations in their entirety in any such "cut-down";

- (c) Speed's telecast coverage for the NSCS Banquet will also include substantial promotion leading up to the NSCS Banquet, starting with Speed aggressively promoting the NSCS Banquet Telecast at least two (2) weeks prior to the NSCS Banquet;
- (d) Speed and NASCAR will have meaningful discussions regarding inclusion of week-long NSCS Banquet-specific programming leading up to the NSCS Banquet;
- (e) Speed will use NASCAR Productions for all production services (including below-the-line production, etc.), subject to reasonable costs of such services, in connection with the production of the NSCS Banquet Telecast ; and
- (f) At no cost, Speed will allow NASCAR Broadcasting to use, and/or permit others to use, on a live and/or delayed basis, the audio from Speed's Telecast of the NSCS Banquet Telecast.

Capitalized terms not defined herein will have the same meaning as ascribed to such terms in the Agreement. In the event of any conflict between the terms of this Letter and the terms of the Agreement, the terms of this Agreement shall take precedence.

I could not be more excited about this opportunity for the NSCS Banquet Telecast to appear on Speed, especially for its inaugural year in Las Vegas. Please sign below to acknowledge your acceptance of these terms and return this letter to my attention. If you have any questions, please do not hesitate to contact me.

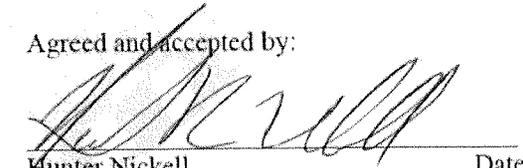
Sincerely,



Paul Brooks
President



Agreed and accepted by:



Hunter Nickell
President

Date

Cc: Mike Helton, NASCAR
Steve Phelps, NASCAR
Jim Hunter, NASCAR
Jay Abraham, NASCAR Media Group
Tshneka Tate, NASCAR Media Group

Stefani Hasty

Digitally signed by Stefani Hasty
DN: cn=Stefani Hasty,
email=shasty@nascar.com,
o=NASCAR Media Group,
LLC, ou=Legal, c=US
Reason: CEO - I attest to
the accuracy and integrity
of this document and
certify that it has been
compared and is a true
and correct copy of the
original executed
instrument.
Date: 2009.11.13 15:07:09
-05'00'



February 12, 2010

David Hill
Chairman and Chief Executive Officer
Fox Sports Television Group
Fox Broadcasting Company
10201 West Pico Blvd
Building 101
Los Angeles, CA 90035

Re: Amendment #3 to the Memorandum of Agreement between Fox Broadcasting Company ("FOX"), Speed Channel, Inc. ("SPEED"), and NASCAR Broadcasting, LLC ("NASCAR BROADCASTING"), dated as of December 7, 2005, as amended, also referenced as NDE07002 and 09-33 ("Agreement")

Dear David:

The parties acknowledge and agree that this letter shall serve as a binding amendment ("Amendment #3") to the Agreement and will delineate the terms of our agreement regarding the transfer of the Telecast of the NCTS (currently, the NASCAR Camping World Truck Series "NCWTS") Included Races from FOX to SPEED, and the use of institutional promotional announcements for NASCAR event ticket sales promotions and promotion of NASCAR series/racing. For good and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

Commencing January 1, 2010, and for each year of the remainder of the Term:

1. With respect to Section 1(b) of Schedule A, in 2010 and for each subsequent year of the Term, all of the NCTS races shall be aired on SPEED, and no longer on FOX. For clarification, such transfer of the NCTS races from FOX to SPEED shall not change the Fees or per-race structure set forth in the Agreement (including, without limitation, pursuant to Section 6 of Schedule A or to Schedule C).
2. In addition to any and all promotional inventory set forth in Section 1 of Schedule B and/or any other promotion referenced in the Agreement, FOX and SPEED shall provide to NASCAR BROADCASTING one (1) additional thirty second (:30) unit within each and all Telecasts of the Included Races (including, without limitation, Practice and Qualifying Sessions) to be used by the Promoters solely for promotion of NASCAR event ticket sales and by NASCAR BROADCASTING and its affiliates for general promotion of NASCAR series/racing, except that, within the Included Races Telecast on FOX, such additional unit will be used by the Promoters solely for promotion of NASCAR event ticket sales. With respect to such uses for such additional units, NASCAR BROADCASTING will use good faith efforts to avoid using such additional units within the Practice and Qualifying Sessions Telecast on SPEED in a manner that conflicts with SPEED's existing barter arrangement with the tracks for promotion of NASCAR event ticket sales.
3. FOX and SPEED acknowledge and agree that, notwithstanding any provision in the Agreement, neither FOX nor SPEED shall prohibit (regardless of whether any event entitlement sponsor, Facility

sponsor, driver/team sponsor, or series sponsor has purchased advertising on FOX or SPEED or otherwise has a relationship with FOX or SPEED) NASCAR BROADCASTING or the Promoters from using the promotional inventory set forth in this Amendment #3, or any other promotional inventory set forth in the Agreement, as follows (however, the promotional inventory set forth in this Amendment #3 and any other promotional inventory set forth in Section 1(f) of Schedule B of the Agreement will be subject to FOX's standards and practices, provided that such standards and practices, including any modifications thereof, will, in no event, preclude the use of the inventory due to failure of an event entitlement sponsor, Facility sponsor, driver/team sponsor, or series sponsor to purchase advertising on, or otherwise to have a relationship with, FOX or SPEED):

(a) For any event ticket sales spots under the following guidelines:

- (i) The purpose of these promotional spots for event ticket sales is to sell race tickets and not to provide incremental value to the event entitlement sponsors or to interfere with FOX's or SPEED's advertising sales; however, FOX and SPEED acknowledge that such sponsors will receive residual value from such spots;
- (ii) The official event title sponsor's name referenced in the promotional spot for the ticket sales for the relevant race may only be mentioned verbally no more than two (2) times;
- (iii) The official event title sponsor mark may only appear in the promotional spots as shown within the official event logo for the relevant race. Such logo may not appear visually in such spot for more than ten seconds (:10); and
- (iv) The official name of a Facility, as well as the Promoter's website URL (e.g., www.daytonainternationalspeedway.com, etc.) and/or Promoter's 1-800 number for ticket sales, will also be permitted for inclusion in any such promotional spots.

FOX or SPEED may waive any of the limitations set forth in (i)-(iv) of this Section 3(a) of this Amendment #3 with respect to sponsors that have purchased, or otherwise receive advertising, from or through FOX or SPEED within any such applicable Included Race;

- (b) For promotion of Grand-Am racing and any and all Grand-Am series, which may include, without limitation, the official series logo and the series sponsor's marks therein and verbal mentions of the series sponsor's marks. The purpose of these promotional spots for Grand-Am racing and the Grand-Am series is to promote Grand-Am racing and its series and not to primarily provide value to the series sponsors. If at any time during the Term of the Agreement, as amended by this Amendment #3, SPEED is no longer obligated, and therefore ceases, to air Grand-Am racing, this Section 3(b) shall be deemed of no further force and effect and, as such, NASCAR inventory during the Telecasts of the Included Races may not be used for the promotion of Grand-Am racing;
- (c) For promotion of NASCAR racing and any and all NASCAR series, which may include, without limitation, the official series logo and the series sponsor's marks therein and verbal mentions of the series sponsor's marks. The purpose of these promotional spots for NASCAR racing and the NASCAR series is to promote NASCAR racing and its series and not to primarily provide value to the series sponsors. Further, with respect to any visual reference of a driver or team sponsor in any such spots referenced in this subsection (c), NASCAR BROADCASTING will use reasonable efforts to work with NASCAR to ensure that such spots are not produced in a manner such that such visual references will undermine FOX's or SPEED's sales efforts for advertising placement within the Telecasts of the Included Races;

(d) For promotion of NASCAR.COM and its product offerings (including, without limitation, direct-response initiative, NASCAR.COM SuperStore, and merchandise sold on the NASCAR.COM website). The NASCAR.COM URL (e.g., www.nascar.com/superstore, etc.) and/or NASCAR.COM logo will also be permitted for inclusion within such spots; and/or

(e) In the event the terms and conditions of Sections 3(a)-(d) of this Amendment #3 result in any material interference with the ability of FOX and/or SPEED to secure advertising relationships for NASCAR programming set forth in this Agreement on FOX and/or SPEED with any event entitlement sponsor, Facility sponsor, driver/team or race sponsor featured in any NASCAR promotional inventory used pursuant to Section 2 of this Amendment #3 or Section 1(f) of Schedule B in the Agreement during the Telecasts of the Included Races, then FOX shall provide to NASCAR BROADCASTING written notice of the occurrence of such material interference, along with adequate, reasonable documentation showing such interference, and FOX and NASCAR BROADCASTING shall thereafter meet and discuss, in good faith, possible modifications to Sections 3(a)-(d) of this Amendment #3 to address such interference.

4. During the live Telecast of the last NNCS Included Race during the License Period, FOX shall promote the Telecast of the NNCS race that immediately follows such last NNCS Included Race Telecast by verbally mentioning the following at least once: "Watch the NASCAR Sprint Cup Series race at _____ next Sunday. Check your local listing," or a substantially similar statement.

Except as set forth above, the Agreement shall not otherwise be changed, altered or amended, and all terms contained therein shall remain in full force and effect. All capitalized terms used herein shall have the respective meaning attributed to them in the Agreement. In the event of a conflict between any of the terms contained in this Amendment #3 and those contained in the Agreement, the terms of this Amendment #3 shall govern. This Amendment #3, together with the Agreement, shall constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, between the parties with respect thereto.

I think these changes will be invaluable for the promotion of NASCAR races and the NASCAR industry as a whole, and I am glad we are able to work together to provide this value to the sport and our fans. If you agree to the terms provided in this Amendment #3, please sign below, and return the signed copy to me with your original signature, and this fully-executed Amendment #3 will bind the parties to the terms herein and shall be enforceable as a matter of law.

Sincerely,


Paul Brooks
President



Accepted and agreed by:


David Hill
Chairman and Chief Executive Officer,
on behalf of Fox Broadcasting Company and
Speed Channel, Inc.

cc: Hunter Nickell, Speed Channel, Inc.



Digitally signed by Stefani Hasty
DN: cn=Stefani Hasty,
email=shasty@nascar.com,
o=NASCAR Media Group, LLC,
ou=Legal, c=US
Reason: CEO - I attest to the
accuracy and integrity of this
document and certify that it
has been compared and is a
true and correct copy of the
original executed instrument.
Date: 2010.03.05 11:23:49
-05'00'

NASCAR WEBSITE AGREEMENT

MEMORANDUM OF UNDERSTANDING
by and between
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.
and
TURNER BROADCASTING SYSTEM, INC.

This Memorandum of Understanding dated September 28, 2000 (the "Agreement") sets forth the principal terms of the agreement between NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC. a Florida corporation ("NASCAR"), and TURNER BROADCASTING SYSTEM, INC., a Georgia corporation ("Turner") (together the "Parties"). NASCAR and Turner contemplate that they will negotiate expeditiously and in good faith to execute a more formal agreement or agreements reflecting and effectuating the terms of this Agreement (the "Definitive Documents"), which will include additional mutually agreed substantive terms not inconsistent with this Agreement, and other general provisions including, without limitation, indemnities, warranties, representations, and other similar provisions customary in agreements of this nature. Unless and until such Definitive Documents are executed, however, this Agreement constitutes a firm and binding agreement between the Parties. All capitalized terms used and not otherwise defined in the body of this Agreement will have the meanings given such terms in Section 1.

1. **Definitions.**

- a. "Advertising" means all forms of advertising, including but not limited to print advertisements, merchandise premiums and promotional literature, all television and radio commercials, advertisements on online services and the Internet, and all advertising and promotion transmitted by electronic means. "Promotional Marks Advertising" means any Advertising that is in the form of a promotion program (e.g., merchandise premiums, giveaways, sweepstakes or similar programs) and that includes the NASCAR Marks.
- b. "Advisory Board" has the meaning set forth in the NASCAR Online Agreement.
- c. "Affiliate" means, with respect to a Person, an entity directly or indirectly Controlling, Controlled by or under common Control with such Person; provided that such entity shall be considered an Affiliate only for the time during which such Control exists. For purposes of this Agreement, (i) NASCAR, NASCAR Broadcasting, Ltd. and NASCAR Digital, and any entity directly or indirectly Controlling, Controlled by or under common Control with any of them shall be deemed Affiliates of each other and (ii) International Speedway Corporation and its subsidiaries shall not be an Affiliate of NASCAR, NASCAR Broadcasting, Ltd. or NASCAR Digital.
- d. "Automotive Aftermarket" means the market or industry comprised of automotive parts stores, dealers, distributors and manufacturers, training companies, automotive repair shops, automotive technicians, and the products and services sold and utilized by the participants in such market or industry.

- e. "Automotive Aftermarket Retailer" means the market or industry comprised of automotive parts stores.
- f. "Business to Business Ecommerce" means the use of the Internet in order to facilitate processes or transactions between businesses, including but not limited to, the buying and selling of products, services and information, other than in business to consumer transactions. Examples of Business to Business Ecommerce include electronic marketplaces primarily directed toward businesses, websites directed primarily at supply chain management, and procurement of maintenance, repair and operations services for businesses.
- g. "Competitor" means a driver, car owner, crew member or other Person who participates competitively in an Event.
- h. "Content" means all information, material and data (including, but not limited to, programming concepts and features, characters, Video, audio, photographs, logos, statistics, designs, graphics, text and editorial comments, in digital and other formats) and all compilations thereof and trade dress associated therewith.
- i. "Content Plan" means the plan described in Section 6 of the NASCAR Online Agreement.
- j. "Controls," "Controlling" or "Controlled" means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or company interests, by contract or otherwise.
- k. "Event" means a stock car or stock truck racing event sanctioned by NASCAR.
- l. "GAAP" means generally accepted accounting principles.
- m. "Historical Database" means the database compilation of information and data owned and controlled by NASCAR containing historical Event statistics.
- n. "Interactive Online Services" means any services (primarily member-based or subscription-based services, with or without a fee), (i) which utilize Content in a digital format originating on or from a computer database similar in form and function to AOL or a computer network similar in form and function to the Internet; (ii) which involve the combination or integration of text, audio, video, photography, animation, and/or graphic elements coupled with software, hardware, firmware, or other tools, devices, or applications; (iii) which require the use of proprietary software made available by the provider of such services to allow a user to retrieve and/or manipulate these elements on an interactive basis; and (iv) which are distributed to various digital electronic devices such as personal computers, cellular phones, or personal digital devices, through any digital communication means, including telephone lines, wireless, narrowband and broadband, voice portal, satellite and interactive and enhanced television applications (e.g., AOL TV), but are not distributed through broadcast television, cable television, AM-FM radio or digital

satellite radio. Examples of Interactive Online Services include: access to the Internet with search functionality; online community services, including public bulletin boards, instant online communications, and public chat rooms; and organization of Content into channels that allow members to navigate the service.

- o. "Internet" means a global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network inter-connection protocols as may be adopted from time to time, which is used to transmit Content that is directly or indirectly delivered to a computer or other digital electronic device for display to an end-user, whether such Content is delivered through on-line browsers, off-line browsers, or through "push" technology, such as electronic mail, broadband distribution, satellite, wireless or other successor technologies or means. For convenience, whenever the word "Internet" appears in this Agreement, it shall also include Interactive Online Services unless expressly excluded.
- p. "NASCAR-Branded Race Game" means any game, of any nature and to be performed or played in any medium, which utilizes one or more of the NASCAR Marks in the name and has a NASCAR racing competition theme.
- q. "NASCAR-Branded Non-Race Game" means any game of any nature which utilizes one or more of the NASCAR Marks in the name and is not a NASCAR-Branded Race Game.
- r. "NASCAR-Branded Fantasy Game" means any game of any nature in which the game participant uses his or her skill and knowledge to predict the outcome of Events and related activities and/or championships (such as the Winston Cup Series championship).
- s. "NASCAR Digital" means NASCAR Digital Entertainment, Ltd., a Florida limited partnership.
- t. "NASCAR Domain Names" shall mean any URL's that contain the word "nascar" and any derivations of or successors thereto as part of the URL.
- u. "NASCAR Internet Initiative" means any concept, idea or plan for the commercial exploitation on the Internet of NASCAR-related Content, but not including Business to Business Ecommerce and the Automotive Aftermarket Retailer category.
- v. "NASCAR Marks" means (i) the word mark NASCAR, (ii) NASCAR & Design (as reflected in U.S. Reg. No. 1,850,527), (iii) the word mark NASCAR ONLINE, and (iv) NASCAR ONLINE & Design (as reflected in U.S. Reg. No. 2,205,056), and any new marks comprised in whole or part of the term "NASCAR", or any derivation of or successor thereto, created and approved by NASCAR or any Affiliate and licensed to Turner pursuant to this Agreement or the NASCAR Online Agreement.
- w. "NASCAR Online" means the sole authorized and/or official Internet site of NASCAR, currently located at <www.nascar.com>, dedicated primarily to the

delivery of NASCAR-related Content to fans and consumers and other users of the web site and electronic commerce activities.

- x. "NASCAR Online Agreement" means that certain agreement between NASCAR Digital Entertainment, Ltd. and Turner for NASCAR Online, executed simultaneously with this Agreement.
- y. "NASCAR Online Marks" means (i) the word mark NASCAR ONLINE, (ii) NASCAR ONLINE & Design (as reflected in U.S. Reg. No. 2,205,056), and (ii) any new marks comprised in whole or part of the term "NASCAR Online", "NASCAR.Com", or any derivation of or successor thereto, created and approved by NASCAR Digital or any Affiliate and licensed to Turner pursuant to this Agreement or the NASCAR Online Agreement.
- z. "NASCAR Partners" means official status sponsors, non-official status sponsors, series sponsors, promotional partners and licensees of NASCAR or NASCAR Digital.
- aa. "NASCAR-Sanctioned Online Racing" means the governing, sanctioning or administering by NASCAR, NASCAR Digital or any Affiliate of competitions that occur on the Internet in which the sport of stock car or stock truck racing is simulated.
- bb. "NASCAR Tech Club" means a NASCAR-branded password protected website targeted to a subscription-based network of participants in the Automotive Aftermarket.
- cc. "Person" means an individual, corporation, limited liability company, partnership, trust, joint venture, unincorporated association, governmental authority or other entity.
- dd. "Pre-Tax Free Cash Flow" means net income derived from the exploitation of rights granted by NASCAR pursuant to this Agreement and by NASCAR Digital pursuant to the NASCAR Online Agreement, determined in accordance with GAAP before the provision for income taxes, depreciation, and amortization less (i) any capital expenditures, (ii) the Rights Fee paid or payable by Turner to NASCAR under this Agreement, and (iii) the Rights Fee paid or payable by Turner to NASCAR Digital under the NASCAR Online Agreement. The calculation shall be made on a calendar year basis.
- ee. "Promoter" (or "Promoters") means the entity (or entities) that enter(s) into a Sanction Agreement with NASCAR.
- ff. "Rights Fee" means the guaranteed fees payable to NASCAR pursuant to Section 10 of this Agreement and to NASCAR Digital pursuant to Section 4 of the NASCAR Online Agreement.
- gg. "Sanction Agreement(s)" means the agreement(s) between NASCAR and a third Person pursuant to which the third Person is granted a sanction by NASCAR for an Event.

- a. "Telecast Agreement" means an agreement between NASCAR or its Affiliate and third Person telecaster with respect to the Live Broadcasts of Events, including without limitation the current agreements between NASCAR Broadcasting, Ltd., Fox Broadcasting Company and Fox Networks, LLC, between NASCAR Broadcasting, Ltd. and NBC/TBS Race Ventures, LLC., and between NASCAR and ESPN, Inc.
- b. "Telecast Partners" means any third Person telecaster that has entered into a Telecast Agreement with NASCAR or its Affiliates, including without limitation Fox Broadcasting Company, Fox Networks, LLC, Fox Sports Ventures, LLC, NBC/TBS Race Ventures, LLC and ESPN, Inc.
- hh. "Third Party Rights" means the trademarks, service marks, rights of publicity, rights to use names, images or likenesses, rights of performance and other intellectual property rights of Competitors obtained by license or assignment by NASCAR or any Affiliate of NASCAR to be used in accordance with the terms of such license or assignment.
- ii. "Video" means a series of related images of ongoing activity in realtime that are intended to be recorded, transmitted, received and/or shown by the use of machines or devices, together with accompanying sounds that are intrinsically connected with the images.

2. **Grant of Licenses and Rights.**

- a. **Grant.** NASCAR hereby licenses to Turner during the Term the following rights, all in accordance with and subject to the terms, conditions and limitations in this Agreement and the NASCAR Online Agreement.
 - i. The exclusive right to use the URL <www.nascar.com>;
 - ii. The exclusive right to use the NASCAR Marks to store, display, perform, transmit, produce and distribute the only authorized and/or official web site of NASCAR, currently known as NASCAR Online.
 - iii. The nonexclusive right on the Internet to use the NASCAR Marks; provided, however, that NASCAR shall not grant the right to use the NASCAR Online Marks to any third Person, and NASCAR shall not grant the right to use other NASCAR Marks to any third Person for use on the Internet, except for the following uses of the NASCAR Marks (excluding the NASCAR Online Marks): (A) for promotional purposes by NASCAR, Competitors, Promoters, Telecast Partners and NASCAR Partners or (B) as otherwise permitted under this Agreement or the NASCAR Online Agreement.
 - iv. The exclusive right, except as otherwise provided in this Agreement or the NASCAR Online Agreement, to use NASCAR Domain Names in addition to <nascar.com>, subject to NASCAR's approval not to be unreasonably withheld or delayed or conditioned upon a fee or charge of any kind.

- v. The nonexclusive right on the Internet to use the Historical Database;
 - vi. The exclusive right on the Internet to use the NASCAR Marks in connection with NASCAR-Branded Fantasy Games;
 - vii. The nonexclusive right on the Internet to use the NASCAR Marks in connection with NASCAR-Branded Non-Race Games;
 - viii. The rights on the Internet to engage in NASCAR-Sanctioned Online Racing described in Section 5 below.
 - ix. The rights on the Internet to engage in Automotive Aftermarket commerce set forth in Section 6 below.
 - x. The rights on the Internet to engage in Business to Business Ecommerce set forth in subsection 7 below.
 - xi. The exclusive right to use the NASCAR Online Marks in connection with a print catalogue limited to merchandise and services in the NASCAR Online Store.
 - xii. The exclusive right to provide services on NASCAR Online for use on the Internet and the exclusive right to provide NASCAR-branded services on the Internet (e.g., travel services), subject to Section 9.
- b. Undertaking. The Parties believe that the NASCAR Marks are the only NASCAR marks included in the definition of NASCAR Intellectual Property that Turner will require to exercise the rights granted pursuant to this Agreement and the NASCAR Online Agreement. NASCAR shall provide Turner with a list of all of the NASCAR marks included in its definition of NASCAR Intellectual Property prior to the execution of the Definitive Documents. In the event the Parties agree, such agreement not to be unreasonably withheld or delayed by either Party, that any additional, existing NASCAR marks are necessary for Turner to exercise the rights granted pursuant to this Agreement, then NASCAR (or NASCAR Digital, as the case may be) will license Turner such additional NASCAR marks under the same terms, and subject to the same restrictions, as the NASCAR Marks pursuant to this Agreement and the NASCAR Online Agreement, provided, however, that this obligation shall not apply to joint marks (e.g., joint marks created by NASCAR and Telecast Partners and NASCAR Partners pursuant to their separate agreements).
- c. Reserved Rights. Turner understands and acknowledges that NASCAR has reserved and not granted to Turner the following rights:
- i. NASCAR Tech Club, including the right to use the NASCAR Marks in the domain name of NASCAR Tech Club, provided that in the event NASCAR or its Affiliates do not enter into an agreement with Cyrk to produce the NASCAR Tech Club site, Turner shall have the first right to negotiate to produce the NASCAR Tech Club Site on NASCAR Online;

- ii. NASCAR-Branded Race Games, except as provided in Section 5 below; and
 - iii. NASCAR-Sanctioned Online Racing, except as provided in Section 5 below.
 - iv. All rights unrelated to the Internet which are not expressly granted to Turner in this Agreement.
3. **NASCAR Internet Initiatives.** Turner will have the first option to undertake any NASCAR Internet Initiative which is originated by any Party, Affiliate or other Person (that is not included in (a) the rights granted to Turner under this Agreement or (b) the rights reserved by NASCAR under this Agreement) at no additional fee to either Party. If Turner undertakes such NASCAR Internet Initiative, all revenues therefrom shall be subject to the Pre-Tax Free Cash Flow participation obligations set forth in the NASCAR Online Agreement. If Turner declines to pursue such NASCAR Internet Initiative, NASCAR at its option may pursue such Initiative unless Turner objects on the ground that the Initiative will have a material negative economic impact on the license granted to Turner pursuant to this Agreement. If NASCAR disputes that the Initiative will have such a material adverse impact, the Parties shall submit such dispute to binding arbitration in accordance with procedures to be set forth in the Definitive Documents. NASCAR may thereafter pursue such NASCAR Internet Initiative only if and to the extent the arbitrator determines that it will not have a material impact on NASCAR Online. If NASCAR pursues such Initiative on its own, either in the absence of objection by Turner or following the decision of the arbitrator, all profits (defined as revenues less all expenses (except for any fees, royalties, or similar charges paid to NASCAR or any of its Affiliates)) therefrom shall be paid to and deemed to be earned by Turner pursuant to this Agreement and shall be subject to the Pre-Tax Free Cash Flow participation obligations set forth in the NASCAR Online Agreement.
4. **NASCAR Garage Section of NASCAR Online**
- a. Turner shall continue and expand the NASCAR Garage Section of NASCAR Online (or such other institutional, non-sponsored, non-branded (other than by NASCAR) name as may be designated by NASCAR as reasonably approved by Turner) in accordance with the Content Plan, all such Content to be subject to NASCAR's approval, including without limitation the following features: crew chief chat sessions, automotive expert chat sessions, sign-up page, technical news and information, acceptance and display of non-commercial Content provided by the NASCAR automotive licensing division, links to the NASCAR Tech Club site and a prominent and relevant position for the Store Locator (directory).
 - b. Turner shall provide commercially reasonable space on NASCAR Online for institutional, non-sponsored, non-branded (other than by NASCAR) promotion of NASCAR's Automotive Aftermarket licensing program.
 - c. With respect to Turner's obligations set forth in this Section 4, Turner shall not be obligated to incur any costs other than commercially reasonable costs. Subject to the restrictions contained in this Agreement and the NASCAR Online Agreement, Turner

shall be entitled to sell, and retain all revenues from such sales of, advertising surrounding the NASCAR Garage section and the space provided for NASCAR's above-described promotion of its Automotive Aftermarket licensing program, provided that such revenues shall be subject to Pre-Tax Free Cash Flow participation obligations set forth in the NASCAR Online Agreement.

5. NASCAR-Sanctioned Online Racing; NASCAR-Branded Race Games.

- a. NASCAR-Sanctioned Online Racing. NASCAR may develop a NASCAR-Sanctioned Online Racing opportunity in conjunction with a third Person (the "Service Provider"). Neither NASCAR (and its Affiliates) nor any third Person may distribute such NASCAR-Sanctioned Online Racing opportunity on the Internet unless and until Turner has been given the first option to distribute such opportunity on NASCAR Online. If Turner declines, after a reasonable period, to pursue the opportunity for any reason other than the economic value of the opportunity, then NASCAR shall be entitled to pursue such opportunity without restriction. If Turner declines, after a reasonable period, to pursue the opportunity due to the economic value of the opportunity, then no Person shall be entitled to pursue such opportunity on the Internet. If Turner undertakes such opportunity, all revenues therefrom shall be subject to Pre-Tax Free Cash Flow participation obligations set forth in the NASCAR Online Agreement, except that NASCAR may retain the following revenues for its own account:
- i. All Online Racing series entitlement revenues; and
 - ii. All entry fees and similar fees charged to the competitors or other participants in the Online Racing (it being the intent of the Parties that NASCAR shall retain the same types and categories of revenues that it normally receives for Events);
 - iii. All license fees paid by the Service Provider to NASCAR in return for the rights granted by NASCAR to the Service Provider.
- b. NASCAR-Branded Race Games. The Parties acknowledge that NASCAR has granted on an exclusive basis to EA, Hasbro and Sierra (the "Race Game Licensees") the right to provide NASCAR-Branded Race Games for use by the consumer on the Internet. During the Term neither NASCAR (and its Affiliates) nor any third Person may distribute such NASCAR-Branded Race Games on the Internet except on NASCAR Online and on the websites of the Race Game Licensees or as permitted in the last sentence of this subsection b. NASCAR may not license the right to provide NASCAR-Branded Race Games on the Internet to any third Person other than the Race Game Licensees without first providing Turner with the first opportunity for such license as provided below. If at the expiration of the term of the license agreements of the Race Game Licensees (including any extensions or renewals thereof), NASCAR has not entered into a new agreement with any one or all of the Race Game Licensees for NASCAR-Branded Race Games on the Internet, then NASCAR shall offer to Turner the first opportunity to license manufacturer(s) for NASCAR-Branded Race Games solely on NASCAR Online (i.e., such opportunity

does not include the right to license such games in locations or media other than NASCAR Online). If after a reasonable period of time (not to exceed ninety (90) days), Turner declines to, or does not, pursue such opportunity, then NASCAR may grant other manufacturers the right to provide NASCAR-Branded Race Games on the Internet, provided, however, that the same limitations on Internet distribution of such Games (to the manufacturer's website or NASCAR Online) shall be included in any new agreement with such manufacturer.

6. **Automotive Aftermarket Retailer Category.** Turner will have the right to sell Advertising (other than Promotional Marks Advertising, which is subject to Section 6 of Appendix 1 hereto) on NASCAR Online in the Automotive Aftermarket Retailer category. In the event Turner decides to sell exclusive benefits in the Automotive Aftermarket Retailer category, it will notify NASCAR, and NASCAR will have approval in its sole discretion over the exclusive benefits package, such approval or disapproval not to be unreasonably delayed. If NASCAR disapproves such package, NASCAR will inform the Automotive Aftermarket Retailer (e.g., NAPA) that NASCAR will not allow exclusivity in the Automotive Aftermarket Retailer category, in an effort to preserve and not harm the relationship Turner has built with such Automotive Aftermarket Retailer. If NASCAR's decision negatively impacts the Automotive Aftermarket Retailer category value for Turner, NASCAR will cause NASCAR Digital to provide Turner with a financial remedy to recompense Turner for the amount of such negative impact, the amount of such remedy to be negotiated in good faith by Turner and NASCAR Digital but not to exceed \$2,000,000 annually. The Parties acknowledge and agree that Turner does not intend to materially negatively impact NASCAR's Automotive Aftermarket licensing business, and NASCAR does not intend to diminish the sales opportunities of Turner for NASCAR Online.
7. **Business to Business Ecommerce.** In the event Turner originates a Business to Business Ecommerce opportunity during the Term that can be fully developed and implemented within six (6) months, it will notify NASCAR, and the Parties will discuss in good faith such Business to Business Ecommerce opportunity. Turner may not undertake such Business to Business Ecommerce opportunity on NASCAR Online if the opportunity is not approved by NASCAR, but if NASCAR does not approve such opportunity NASCAR and its Affiliates may not thereafter pursue such opportunity. In the event NASCAR or its Affiliates originates a Business to Business Ecommerce opportunity during the Term that can be fully developed and implemented within six (6) months, NASCAR will notify Turner, and the Parties will discuss in good faith such Business to Business Ecommerce opportunity. NASCAR or its Affiliates may thereafter undertake such Business to Business Ecommerce opportunity unless doing so would cause a material adverse economic effect on the licenses granted to Turner in this Agreement and the NASCAR Online Agreement or cause material harm to the public image of NASCAR Online.
8. **Advertising, Promotions and Sponsorships.**

The Parties will abide by the General Advertising Guidelines set forth in Appendix 1 hereto.

9. **Services on NASCAR Online.**

Turner will develop, subject to NASCAR's approval, an initial list of acceptable services (e.g., travel services) that can be reasonably implemented and included on NASCAR Online within the first year of launch. If Turner desires at a later time to include any new services (e.g., movie ticket sales) on NASCAR Online, it may do so subject to NASCAR's approval. If NASCAR does not approve the inclusion of a services category at any time, NASCAR may not grant, as part of a new NASCAR Partner sponsorship, any rights or licenses to provide NASCAR-branded services on the Internet, or to use the NASCAR Marks on the Internet in a manner that would permit the implication that the NASCAR Partner's service is endorsed by NASCAR, in that category without the approval of Turner. All approvals under this Section may be withheld in the sole discretion of the Party, but the approval/disapproval decision shall not be unreasonably delayed.

10. **Rights Fee and Pre-Tax Free Cash Flow Participation.**

a. **Rights Fee.** Except as provided below, Turner shall have the right to retain all revenues derived from the exploitation of the rights granted by NASCAR pursuant to this Agreement and by NASCAR Digital in the NASCAR Online Agreement. In consideration for the rights granted under this Agreement and the official status rights granted to AOL, Turner shall pay the following nonrefundable Rights Fee amounts:

- i. 2001 - \$250,000 (Two Hundred Fifty Thousand Dollars)
- ii. 2002 - \$500,000 (Five Hundred Thousand Dollars)
- iii. 2003 - \$750,000 (Seven Hundred Fifty Thousand Dollars)
- iv. 2004 - \$1,000,000 (One Million Dollars)
- v. 2005 - \$1,500,000 (One Million Five Hundred Thousand Dollars)
- vi. 2006 - \$2,000,000 (Two Million Dollars)

Each payment of the Rights Fee shall be made quarterly on each March 31, June 30, September 30, and December 31. Turner's Rights Fee payments above shall not be credited against Turner's payment obligation with respect to the Pre-Tax Free Cash Flow participation payments due under Section 4 of the NASCAR Online Agreement.

b. **Pre-Tax Free Cash Flow Participation Payments.** In the event the Term of this Agreement is extended beyond 2006 pursuant to Section 12 below, Turner shall pay or cause to be paid to NASCAR the following Pre-Tax Free Cash Flow participation payments, which shall be credited against Turner's payment obligation with respect to the Pre-Tax Free Cash Flow Participation payments due under Section 4 of the NASCAR Online Agreement, but Turner shall have no obligation to make a payment in a specific year to the extent the Pre-Tax Free Cash Flow participation payment

obligation to NASCAR Digital in the specified year is less than the amount of the payment designated below for that year:

- i. 2007 - \$3,000,000 (Three Million Dollars)
- ii. 2008 - \$4,000,000 (Four Million Dollars)
- iii. 2009 - \$5,000,000 (Five Million Dollars)
- iv. 2010 - \$6,000,000 (Six Million Dollars)

In the event the Term of this Agreement is automatically extended beyond 2010 pursuant to Section 12, the following payment obligations, qualified in accordance with and to the same extent as the payment obligations for 2007-2010, shall apply:

- v. 2011 - \$7,000,000 (Seven Million Dollars)
- vi. 2012 - \$8,000,000 (Eight Million Dollars)

An example of a Pre-Tax Free Cash Flow participation payment shall be as follows. If in 2007 Pre-Tax Free Cash Flow is \$3,000,000, then Turner will be obligated to pay NASCAR \$1,500,000 and NASCAR Digital \$0 for that year. If in 2007 Pre-Tax Free Cash Flow is \$20,000,000, then Turner will be obligated to pay NASCAR \$3,000,000.00 and NASCAR Digital is \$7,000,000.

- c. Each payment of the Pre-Tax Free Cash Flow Participation payments described in subsection 10(b) above shall be made as described in Appendix 2 of the NASCAR Online Agreement.
- d. The Definitive Documents will provide that the books and records of NASCAR Online will be maintained in accordance with GAAP, and that NASCAR or its authorized representative may, once a year upon reasonable notice, inspect, audit and/or copy the books and records at its expense pertaining to the operation of NASCAR Online, including, but not limited to revenues and expenses allocated to NASCAR Online.

11. **Display of the NASCAR Marks.**

- a. **Advertising and Promotion.** Turner shall use the NASCAR Marks properly in all Advertising and promotional activities permitted by this Agreement and the NASCAR Online Agreement. On all Advertising, the NASCAR Marks shall be emphasized in relation to surrounding material by using a distinctive typeface, color, underlining, or other technique approved by NASCAR. Any use of any NASCAR Marks shall conform to the requirements published from time to time by NASCAR. Wherever appropriate, the NASCAR Marks shall be used as a proper adjective, and the common noun for the product shall be used in conjunction with the NASCAR Marks. The proper symbol to identify the Mark as a trademark (i.e., the symbol ® if

the Mark is registered in the United States Patent and Trademark Office or the symbol TM or ^[SM] if not so registered) shall be placed adjacent to each NASCAR Mark.

- b. Approval. All Advertising promoting NASCAR Online, including all promotions, are subject to approval by NASCAR, such approval not to be unreasonably withheld or delayed or inconsistent with the General Advertising Guidelines in Appendix 1 hereto. All use of the NASCAR Marks by third Persons, to the extent such use is permitted by this Agreement or the NASCAR Online Agreement, is subject to approval by NASCAR, such approval not to be unreasonably withheld or delayed. NASCAR will provide to Turner written guidance on the proper use of the NASCAR Marks in all Advertising. A representative sample of any proposed use by Turner of any of the NASCAR Marks listed, in any visible or audible medium, and Advertising containing or referring to any NASCAR Marks, shall be submitted at Turner's expense to NASCAR for approval prior to such use. NASCAR shall submit a written rejection or approval to Turner within seven (7) days of receipt, default of which shall be deemed approval. Turner shall not use any NASCAR Marks in any form or in any material disapproved or not approved by NASCAR.
- c. Other Trade Names, Trademarks and Service Marks. Turner shall not use the NASCAR Marks in connection with its own mark or with any Third Party Rights in such a manner that a reasonable consumer is likely to believe that the NASCAR Marks or the Third Party Rights do not indicate separate sources of goods or services, and a reasonable distance will be maintained between and among the NASCAR Marks, any Turner mark, and any Third Party Rights to avoid such impression.

12. **Term**

The term of this Agreement (the "Term") shall be for a period commencing as of the execution of this Agreement through and including December 31, 2006 and will be automatically extended through and including December 31, 2010 if the NASCAR Online Agreement is so extended in accordance with its terms. This Agreement shall terminate immediately if and when the NASCAR Online Agreement is terminated in accordance with its terms. The Term of this Agreement shall be extended beyond December 31, 2010 if and when the NASCAR Online Agreement is extended beyond December 31, 2010 in accordance with its terms, to and including the date to which the term of the NASCAR Online Agreement has been extended.

13. **Ownership of Copyrights.** Section 11 of the NASCAR Online Agreement is hereby incorporated by reference as if fully set forth herein.

14. **Confidentiality.**

Each Party acknowledges that Confidential Information may be disclosed to the other Party during the course of this Agreement. Each Party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the term of this Agreement, and for a period of three years following expiration or termination of this Agreement, to prevent the duplication or disclosure of

Confidential Information of the other Party, other than to its employees or its other agents. The Parties further agree that press releases and publicity regarding this Agreement shall be mutually agreed upon between the Parties. Notwithstanding the foregoing, either Party may make such disclosures to AOL as may be appropriate to effectuate this Agreement, the NASCAR Online Agreement, and the AOL Agreements (as defined in Section 21 below); and either Party may issue a press release or other disclosure containing Confidential Information without the consent of the other Party, to the extent such disclosure is required by law, rule, regulation or government or court order. In such event, the disclosing Party, if able to do so, will provide at least five (5) business days prior written notice of such proposed disclosure to the other Party. Further, in the event such disclosure is required of either Party under the laws, rules or regulations of the Securities and Exchange Commission or any other applicable governing body, such Party will (i) redact mutually agreed-upon portions of this Agreement to the fullest extent permitted under applicable laws, rules and regulations and (ii) submit a request to such governing body that such portions and other provisions of this Agreement receive confidential treatment under the laws, rules and regulations of the Securities and Exchange Commission or otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body. For purposes of this Section 14, "Confidential Information" means any information relating to or disclosed in the course of this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to the disclosing Party, including, but not limited to, the material terms of this Agreement, information about users of NASCAR Online, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, projections and marketing data. "Confidential Information" shall not include information (a) already lawfully known to or independently developed by the receiving Party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party.

15. **Assignability.**

The rights and obligations under this Agreement and any rights granted by this Agreement are not transferable or assignable by a Party without the other Party's prior consent. Notwithstanding the foregoing, (i) either Party may assign this Agreement to an Affiliate; (ii) either Party may assign this Agreement to any entity to which all or substantially all of its assets are transferred; and (iii) Turner may assign certain of its rights and obligations to AOL. The Parties acknowledge that Turner may use subcontractors to fulfill certain of its obligations to third Persons or use third Person services. In the event of an assignment, the assigning Party shall not be relieved of its obligations hereunder. In the event Turner creates a special purpose subsidiary and assigns this Agreement to such subsidiary, then Turner may not sell or otherwise transfer all or substantially all of its equity interest in or assets of such special purpose subsidiary without NASCAR's prior written approval; provided, however, that this provision shall not apply to a sale or transfer of the ownership of Turner or its parent companies (e.g., the AOL/Time Warner merger), nor will it apply to the sale or transfer of all or substantially all of its equity interest in or assets of such special purpose subsidiary to an Affiliate of Turner.

16. **Multiple Counterparts**

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument. Signatures may be executed by facsimile, with original signatures to be mailed or hand delivered within five (5) business days. Each Party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of the other Parties to this Agreement.

17. **Authority.**

Each Party represents and warrants to the other Party that (i) it has the full power and authority to enter into and perform this Agreement and that the individual executing the Agreement on its behalf is an authorized company officer; and (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part.

18. **Good Faith Commitment.**

From and after the date of this Agreement and except to the extent expressly permitted in this Agreement, neither Party (nor any of their respective Affiliates) will take, or fail to take, any action that may materially adversely affect any of the rights granted to the other Party under this Agreement or the operation of NASCAR Online, including entering into any agreement, license or other arrangement that conflicts with any rights granted or reserved under this Agreement. In addition, each Party will take, or cause to be taken, all actions reasonably necessary or desirable for the other Party to exercise fully the rights granted to other Party under this Agreement.

19. **Marks.**

NASCAR shall use commercially reasonable efforts to protect the NASCAR Marks against any infringement that has a material adverse effect on the rights granted to use those Marks pursuant to this Agreement. In the event that Turner learns of any infringement or threatened infringement of the NASCAR Marks that is likely to cause such a material adverse effect, Turner shall promptly notify NASCAR of the particulars thereof. Turner shall, at NASCAR's expense, provide necessary information and assistance to NASCAR in the event that NASCAR decides that proceedings should be commenced or defended. Any such proceedings shall be at the expense of NASCAR and any monetary recoveries shall be the sole property of NASCAR.

20. **Representations and Warranties.**

- a. NASCAR hereby represents and warrants that the rights licensed and/or sublicensed in this Agreement, together with the rights granted to Turner under the NASCAR Online Agreement, give Turner the exclusive rights to store, display, perform, transmit, produce and distribute NASCAR Online on the Internet.

- b. NASCAR hereby represents and warrants that (i) NASCAR owns and/or controls any and all rights licensed and/or sublicensed by NASCAR Digital and/or its Affiliates to Turner in the NASCAR Online Agreement, (ii) the license of rights by NASCAR to NASCAR Digital with respect to the rights granted by NASCAR Digital in the NASCAR Online Agreement is exclusive, and (iii) NASCAR will not license such rights to any Party other than NASCAR Digital or Turner during the Term.

21. AOL Agreements.

The Parties recognize the carriage and promotional commitments made by America Online, Inc. ("AOL") for NASCAR Online, as set forth in the agreements between them (either collectively or individually) and AOL (the "AOL Agreements"), are a material inducement for this Agreement. Each Party, therefore, shall comply with their respective obligations to AOL in those agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the day and year first above written.

NATIONAL ASSOCIATION FOR STOCK
CAR AUTO RACING, INC.

TURNER BROADCASTING
SYSTEM, INC.

By: [Signature]
 Print Name: Brian Flanagan
 Title: Sr. Vice President
 Date: 10/2/00

By: [Signature]
 Print Name: Steven J. Hejler
 Title: President & COO
 Date: 2-12-01

Stefani Hasty

Digitally signed by Stefani Hasty
 DN: cn=Stefani Hasty,
 email=shasty@nascar.com,
 o=NASCAR Media Group,
 LLC, ou=Legal, c=US
 Reason: CEOC - I attest to the
 accuracy and integrity of this
 document and certify that it
 has been compared and is a
 true and correct copy of the
 best available copy of the
 original executed
 instrument.
 Date: 2010.01.14 12:42:22
 -05'00'

APPENDIX 1**GENERAL ADVERTISING GUIDELINES**

1. **Generally.** Turner does not intend to undermine the value of the NASCAR Marks. NASCAR does not intend to inhibit Turner's ability to maximize revenues derived from the rights licensed pursuant to this Agreement.
2. **Online Advertising/Sponsorship:** Turner will provide each exclusive NASCAR Partner a right of first negotiation for any Advertising package on NASCAR Online. Packaging, terms, pricing, etc. (unless it is Promotional Marks Advertising, which is subject to Section 6 of Appendix 1 hereto) will be at Turner's sole discretion. Except as otherwise provided in this Agreement, Turner can pursue any Person for online involvement in any form of Advertising (other than Promotional Marks Advertising, which is subject to Section 6 of Appendix 1 hereto), sponsorship, links, tenancy, etc.
3. **Exclusive NASCAR Partner Category (Advertising/Sponsorship).** NASCAR is not restricted in selling exclusive NASCAR Partnerships in any particular category. NASCAR will include a NASCAR Online package in each exclusive NASCAR Partnership it offers. NASCAR and Turner will agree in advance of the contents of each such package (as to the NASCAR Online portion). If the prospective NASCAR Partner chooses not to purchase the NASCAR Online package, NASCAR will attempt, in good faith, to exclude the Internet category for such deal, unless such exclusion would terminate the NASCAR Partner purchase. If NASCAR excludes the Internet category, Turner will be free to sell such category to a third Person as an exclusive "NASCAR Online" Partner, and if it does so, NASCAR Digital shall pay appropriate value to NASCAR (but NASCAR Digital's failure to make such payment shall not limit or affect in any way Turner's rights to such sale). If NASCAR is unsuccessful in selling or excluding the Internet category, the NASCAR Partner shall not have any Internet rights as a default, nor shall such failure diminish Turner's right to sell in this category any Advertising, sponsorships, links, tenancies, etc. that do not utilize the NASCAR Marks.
4. **Open Category: Online and Offline Use of Marks in Advertising/Sponsorship.** Notwithstanding anything to the contrary above, in open categories, NASCAR and Turner will negotiate in good faith regarding the sale of online and offline promotions and/or sponsorships that utilize the NASCAR Online Marks. The term of these promotion and/or sponsorship arrangements shall be not more than one year and shall be subject to the material standard licensing provisions normally used by NASCAR for such arrangements, which the Parties shall agree upon and set forth in the Definitive Documents. If NASCAR and Turner are unable to agree (which agreement shall not be unreasonably withheld or delayed by either Party) on a sale in a particular category, then the Parties will submit the issue to the Advisory Board and, if the Advisory Board is unable to resolve the issue, to binding arbitration. If Turner ultimately engages in the sale of any promotion and/or sponsorship in an open category, NASCAR Digital shall pay appropriate value to NASCAR (but NASCAR Digital's

failure to make such payment shall not limit or affect in any way Turner's rights to such sale).

5. Presenting Sponsorships. Turner may sell a presenting sponsorship to any unbranded section of NASCAR Online (e.g., "the Travel Section Presented by Pepsi"). Turner may sell an entitlement position to any unbranded section of NASCAR Online (e.g., "The Pepsi Travel Section"). Turner, however, may not sell any entitlement rights or presenting sponsorship rights to NASCAR Online or NASCAR-branded portions of NASCAR Online to non-NASCAR Partners (e.g., "NASCAR/Pespi.com" or "The NASCAR Pepsi Travel Section" or "NASCAR Online presented by Pepsi").
6. Promotions/Premiums. Turner may not use any of the NASCAR Marks in connection with any Promotional Marks Advertising without the express prior written authorization of NASCAR, such approval not to be unreasonably withheld or delayed. NASCAR agrees to notify Turner of its approval/denial within 7 calendar days – failure by NASCAR to so notify shall cause the promotion/sweepstakes to be deemed approved. Turner may use the NASCAR Online Marks in connection with the sale or distribution of goods as premiums, for a NASCAR-approved promotion, or for publicity, fundraising or as giveaways, without the express prior written authorization of NASCAR, as long as Turner utilizes a NASCAR Partner licensee to produce such goods.

COPY

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE

WHEREAS Turner Broadcasting System, Inc. ("TBS") has previously entered into a separate "Memorandum of Understanding" with National Association for Stock Car Auto Racing, Inc. ("NASCAR") and with NASCAR Digital Entertainment, Ltd. ("NDE"), both of which are dated September 28, 2000, pertaining to the operation of "NASCAR Online" (collectively, the "MOUs"); and

WHEREAS NASCAR Online (as defined in the MOUs) is currently operated on behalf of TBS by Turner Sports Interactive, Inc. ("TSI"; TSI and TBS are collectively referenced herein as "Turner");

WHEREAS Turner, NASCAR and NDE acknowledge and agree that the MOUs should be amended so as to add the terms and conditions set forth hereinafter; and

WHEREAS Turner, NASCAR and NDE acknowledge and agree that, unless and except as amended hereinafter, all terms and conditions of each of the MOUs (including all capitalized terms defined therein) shall continue in full force and effect as to the applicable parties according to the express terms of said MOUs; and

WHEREAS Turner, NASCAR and NDE acknowledge and agree that, in the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the MOUs, this Addendum shall control to the extent of such conflict,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Turner, NASCAR and NDE hereby agree that each of the MOUs and all provisions therein shall be deemed amended to the full extent necessary to grant the rights and affect the revisions and exceptions expressly stated in Exhibit A attached hereto. Such amended provisions shall remain in effect for the remaining Term of the MOUs.

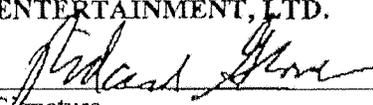
IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

TURNER BROADCASTING SYSTEM, INC.

Signature

Date

**NASCAR DIGITAL ENTERTAINMENT, LLC, as
successor-in-interest to NASCAR DIGITAL
ENTERTAINMENT, LTD.**



Signature

11/18/05

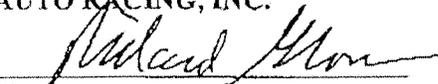
Date

TURNER SPORTS INTERACTIVE, INC.

Signature

Date

**NATIONAL ASSOCIATION FOR STOCK CAR
AUTO RACING, INC.**



Signature

11/18/05

Date

**Maureen M.
Bannon**

Digitally signed by Maureen M. Bannon
DN: cn=Maureen M. Bannon, email=mbannon@nascar.com,
o=NASCAR, Inc., ou=Legal Department, c=US
Reason: CEOC - I attest to the accuracy and integrity of this
document and certify that it has been compared and is a
true and correct copy of the best available copy of the
original executed instrument.
Date: 2009.01.06 13:06:04 -05'00'

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE

WHEREAS Turner Broadcasting System, Inc. ("TBS") has previously entered into a separate "Memorandum of Understanding" with National Association for Stock Car Auto Racing, Inc. ("NASCAR") and with NASCAR Digital Entertainment, Ltd. ("NDE"), both of which are dated September 28, 2000, pertaining to the operation of "NASCAR Online" (collectively, the "MOUs"); and

WHEREAS NASCAR Online (as defined in the MOUs) is currently operated on behalf of TBS by Turner Sports Interactive, Inc. ("TSI"; TSI and TBS are collectively referenced herein as "Turner");

WHEREAS Turner, NASCAR and NDE acknowledge and agree that the MOUs should be amended so as to add the terms and conditions set forth hereinafter; and

WHEREAS Turner, NASCAR and NDE acknowledge and agree that, unless and except as amended hereinafter, all terms and conditions of each of the MOUs (including all capitalized terms defined therein) shall continue in full force and effect as to the applicable parties according to the express terms of said MOUs; and

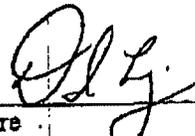
WHEREAS Turner, NASCAR and NDE acknowledge and agree that, in the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the MOUs, this Addendum shall control to the extent of such conflict,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Turner, NASCAR and NDE hereby agree that each of the MOUs and all provisions therein shall be deemed amended to the full extent necessary to grant the rights and affect the revisions and exceptions expressly stated in Exhibit A attached hereto. Such amended provisions shall remain in effect for the remaining Term of the MOUs.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

TURNER BROADCASTING SYSTEM, INC.

NASCAR DIGITAL ENTERTAINMENT, LLC, as
successor-in-interest to NASCAR DIGITAL
ENTERTAINMENT, LTD.



Signature

Signature

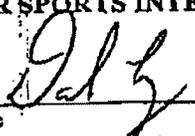
11/17/05

Date

Date

TURNER SPORTS INTERACTIVE, INC.

NATIONAL ASSOCIATION FOR STOCK CAR
AUTO RACING, INC.



Signature

Signature

11/18/05

Date

Date

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE

WHEREAS Turner Broadcasting System, Inc. ("TBS") has previously entered into a separate "Memorandum of Understanding" with National Association for Stock Car Auto Racing, Inc. ("NASCAR") and with NASCAR Digital Entertainment, Ltd. ("NDE"), both of which are dated September 28, 2000, pertaining to the operation of "NASCAR Online" (collectively, the "MOUs"); and

WHEREAS NASCAR Online (as defined in the MOUs) is currently operated on behalf of TBS by Turner Sports Interactive, Inc. ("TSI"; TSI and TBS are collectively referenced herein as "Turner");

WHEREAS Turner, NASCAR and NDE acknowledge and agree that the MOUs should be amended so as to add the terms and conditions set forth hereinafter; and

WHEREAS Turner, NASCAR and NDE acknowledge and agree that, unless and except as amended hereinafter, all terms and conditions of each of the MOUs (including all capitalized terms defined therein) shall continue in full force and effect as to the applicable parties according to the express terms of said MOUs; and

WHEREAS Turner, NASCAR and NDE acknowledge and agree that, in the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the MOUs, this Addendum shall control to the extent of such conflict,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Turner, NASCAR and NDE hereby agree that each of the MOUs and all provisions therein shall be deemed amended to the full extent necessary to grant the rights and effect the revisions and exceptions expressly stated in Exhibit A attached hereto. Such amended provisions shall remain in effect for the remaining Term of the MOUs.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

TURNER BROADCASTING SYSTEM, INC.

Signature

Date

11/17/05

NASCAR DIGITAL ENTERTAINMENT, LLC, as successor-in-interest to NASCAR DIGITAL ENTERTAINMENT, LTD.

Signature

Date

TURNER SPORTS INTERACTIVE, INC.

Signature

Date

NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

Signature

Date

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE
EXHIBIT A (Page 1 of 4)

Live Event Coverage:

Turner will waive such Internet and Interactive Online Services exclusivity as to allow all live telecasters ("Telecasters") of any NASCAR Nextel Cup Series ("NNCS"), NASCAR Busch Series ("NBS"), or NASCAR Craftsman Truck Series ("NCTS") events (including races and associated qualifying, practice and "happy hour" sessions) to stream their respective live off-air presentation, as well as replays and condensed versions thereof, solely as part of a Network-Branded Package made available via Internet and Interactive Online Services.

If and when a Telecaster streams its live telecast of a NNCS, NBS and/or NCTS event (including races and associated qualifying, practice and "happy hour" sessions), or otherwise upon the prior written consent of each such Telecaster, Turner will receive the off-the-air event footage from such event(s) for simultaneous unaltered live streaming on NASCAR Online. Turner may also bundle such live streamed event telecast with other non-Telecaster, NASCAR Online content (e.g. bundled as part of *TrackPass*) as an offering within a NASCAR Online-branded content package for distribution by Turner consistent with its current distribution practices for NASCAR Online. Within those live streamed event simulcasts, Turner will air all in-stream national advertisements telecast by each Telecaster, and be permitted to insert its own ads in the Telecasters' local breaks; provided that such ads shall not be made available on a stand-alone basis or in a manner intended to ambush the applicable Telecaster's broadcast sponsors. For clarification purposes, NASCAR and NDE acknowledge that if a competitor of a Telecaster broadcast sponsor receives local spots as part of an integrated media plan, the running of such competitor ad within a live streamed race simulcast shall not be deemed a breach of this Addendum. By way of example only, if Pepsi is a Telecaster sponsor and Coke receives a local spot in the streamed race simulcast as part of an integrated Coke/Turner media plan, such occurrence shall not be deemed a violation of this Addendum.

Turner will waive such Internet and Interactive Online Services exclusivity as to NASCAR's timing and scoring feed from each NNCS, NBS and NCTS event to allow all Telecasters to utilize the feed in building leaderboards solely as part of a Network-Branded Package made available via Internet and Interactive Online Services. These leaderboards will be limited to each driver's name, number and sponsor, speed, time behind leader, time and place differential among cars, and lap splits, and cannot use any performance data (e.g., throttle/brake, etc.), telemetry or positioning data or render or depict the actual racing action in any way, other than that embedded in the live televised simulcasts, the event highlights described below, and/or the Telecaster NASCAR Studio Show (as defined below). Telecaster(s) may not use the NASCAR timing and scoring feed for any other purpose than authorized above, and Telecaster(s) shall be prohibited from altering, modifying or otherwise manipulating such feed to create additional products or services (e.g. NASCAR Fantasy updates).

Turner will waive such Internet and Interactive Online Services exclusivity on event highlights as to allow all Telecasters to post event highlights from each NNCS, NBS and NCTS event, a total of 10 minutes in the aggregate per event per week, solely as part of a Network-Branded Package made available via Internet and Interactive Online Services. Each Telecaster may post highlights from its own events during the event telecast window for any particular event; otherwise, the highlights for a particular event shall not be posted until after the event telecast window for each such event. Each Telecaster can archive such highlights throughout the season during which a particular event is conducted. Turner shall have the same rights with respect to the event highlights described above that are granted to the Telecasters herein, for display and archiving on NASCAR Online regardless of whether the Telecaster(s) exercises such rights; provided that: (i) highlights from NNCS, NBS, and NCTS events initially televised by FOX or Speed Channel may only be posted by Turner on NASCAR Online after the event telecast window for each such event or during the event telecast window in the event FOX or Speed Channel elect to post such highlights; and (ii) highlights from NNCS and NBS events initially televised by ABC/ESPN (or any other Telecaster other than FOX or Speed Channel) or Turner (pursuant to the Telecast MOA described below) may be posted by Turner on NASCAR Online during the event telecast window for each such event.

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE
EXHIBIT A (Page 2 of 4)

Turner may also bundle such event highlights with other non-Telecaster, NASCAR Online content as an offering within a NASCAR Online-branded content package for distribution by Turner consistent with its current distribution practices for NASCAR Online, and subject to the same event window restrictions applicable to event highlight postings on NASCAR Online as described herein.

Telecasters will promote NASCAR Online and/or the availability of this content on NASCAR Online with no less than 2 on-air mentions/program integrations per live event telecast, and with 1 of NASCAR's 30-second promotional spots per live event telecast.

Telecasters will have no right to use in-car audio, other than that embedded in the live televised simulcasts, the event highlights described below, and/or the Telecaster NASCAR Studio Show (as defined below).

NASCAR and NDE acknowledge Turner's web presence for TNT and TBS is limited to a promotional site, and is not the discreet consumer directed sports websites that Fox and ESPN operate. Therefore, Turner will have the right to utilize the event highlights described above on one (1) other sports or news site within the Time Warner family in addition to NASCAR Online; provided that only highlights from Turner's live event telecasts may be posted on such other site during the event telecast window, and all other highlights shall only be posted after the event telecast window.

NASCAR and NDE can license Telecasters for interactive television applications for satellite distribution to the extent and as currently allowed per the terms of the MOUs with respect to broadcast television and cable television.

Non-Live Event Coverage:

Each Telecaster may stream or otherwise deliver solely as part of a Network-Branded Package made available via Internet and Interactive Online Services its televised NASCAR branded and/or NASCAR-specific studio and/or event day shows in which NASCAR is prominently featured (the "Telecaster NASCAR Studio Shows").

If and when a Telecaster streams its live telecast of its Telecaster NASCAR Studio Shows or otherwise upon the prior written consent of each such Telecaster, Turner shall have the same rights with respect to the Telecaster NASCAR Studio Shows that are granted to the Telecasters herein, for display on NASCAR Online; provided that Turner will not stream the Telecaster NASCAR Studio Shows during any live or delayed initial telecast of any NNCS, NBS or NCTS event. Turner may also bundle such Telecaster NASCAR Studio Shows with other non-Telecaster, NASCAR Online content as an offering within a NASCAR Online-branded content package for distribution by Turner consistent with its current distribution practices for NASCAR Online, but subject to the restrictions set forth in the next sentence. Turner agrees that it will not distribute such Telecaster NASCAR Studio Shows on the sports-themed web site or other media platforms of a directly competitive television broadcaster of the Telecasters (i.e., CBS, NBC, ABC, FOX, ESPN, Speed Channel) or of a cable or broadcast network that telecasts major sports and has a minimum distribution of 60,000,000 subscribers, other than those broadcasters and/or networks licensed by a particular Telecaster to distribute that Telecaster's Network-Branded Package in its entirety.

Telecasters may not create any NASCAR-branded and/or NASCAR-specific made-for-broadband shows or features not expressly granted herein.

Additional Terms:

For purposes of this Addendum, a "Network-Branded Package" shall mean a network-branded package of major multi-sport content or programming (as opposed to a NASCAR-specific or NASCAR-branded package) comprised of a substantially similar content offering from a reasonable number of major sports properties (e.g., NFL, NBA, MLB, PGA, NCAA). By way of example, the ESPN.com website, as it is currently constituted,

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE
EXHIBIT A (Page 3 of 4)

would be considered a "Network-Branded Package"; a network-branded package containing only NASCAR live event content (as opposed to multi-sport content or programming as described above) would not be a "Network-Branded Package."

Telecasters cannot sell, license, sub-distribute, wholesale or otherwise exploit these rights with any third party; provided that such prohibition shall not preclude Telecasters from working with any third party distributor (e.g., an Internet service provider, a wireless communications network, etc.) to facilitate distribution of the Network-Branded Packages contemplated herein. The contemplated content shall only to be available as part of a Network-Branded Package made available via the Internet and Interactive Online Services.

Turner acknowledges and agrees that the music and any other third-party-controlled content (by way of example, footage owned or controlled by a third party) included in any footage made available for Turner's use pursuant to this Addendum will not be cleared for use other than by the Telecaster, and that it shall be the sole responsibility of Turner to obtain and pay for such clearances as may be required in connection with any use permitted by this Addendum; provided that additional clearances from Telecasters with respect to their individual telecast footage shall not be required for purposes of the streaming rights contemplated herein. NASCAR Broadcasting LLC shall use reasonable efforts to cause the Telecasters to assist Turner in identifying contacts for any such third party clearances.

With the exception of live telecast rights for any NNCS events, the rights available for Turner's use as described above shall be subject to the terms and conditions of the MOUs, and may be exploited consistent with the MOUs. Any live telecast rights for Turner for any NNCS events shall be subject to that certain Memorandum of Agreement for Telecast Rights by and between NASCAR and Turner of even date hereof (the "Telecast MOA"), which Telecast MOA shall be consistent with the terms herein and NASCAR Broadcasting's current agreement with NBC/Turner Race Ventures LLC.

Except as otherwise expressly stated herein, Turner's right to exploit any of the content rights contemplated in this Addendum shall be contingent upon the actual exercise of such content right by the applicable Telecaster(s) as to the particular content produced by that Telecaster, or otherwise upon the prior written consent of each such Telecaster.

Turner's above-described waivers of rights shall be effective as of January 1, 2007; however, Turner may begin exploiting the live event telecast streaming and in-event highlights waivers solely with respect to the 2006 NBC/TNT NNCS and NBS events, assuming Turner obtains the necessary releases and grants of rights from the NBC/TNT joint venture.

Telecasters may use NASCAR trademarks in conjunction with other trademarks (e.g., the Telecasters' own trademarks and the trademarks for other sports properties featured in any Network-Branded Package) – via the Internet and Interactive Online Services to promote the inclusion of NASCAR-related content within their Network-Branded Packages contemplated herein. By way of example only, an advertisement for a Network-Branded Package cannot say only "Get NASCAR on Comcast" or only "Get ESPN.com featuring NASCAR now available on Comcast", rather it must say something like "Get ESPN.com on Comcast featuring NASCAR, NFL and MLB". Consistent with the MOUs, the Telecasters cannot use NASCAR marks in a URL.

The Telecasters' rights contemplated herein shall be limited to the territory to which such Telecasters have been granted live television rights by NASCAR, to the extent such rights are technologically capable of territorial restriction by commercially reasonable means.

As to the 2006 Shortfall Payment contemplated by the MOUs, Turner's notice date under the MOUs shall be moved to June 30, 2006, Turner's payment date under the MOUs shall be moved to August 1, 2006, and such

ADDENDUM TO MEMORANDA OF UNDERSTANDING FOR NASCAR ONLINE
EXHIBIT A (Page 4 of 4)

Shortfall Payment shall be reduced in accordance with the terms of the side letter to be executed by NASCAR and Turner contemporaneously with the execution of this Addendum.

(Remainder of this page intentionally left blank)

**SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR NASCAR ONLINE**

Turner Broadcasting System, Inc., on behalf of itself and its subsidiary Turner Sports Interactive, Inc., (collectively, "Turner") previously entered into a separate "Memorandum of Understanding" with NASCAR Digital Entertainment, Ltd., ("NDE") (the "NASCAR Online Agreement") and National Association for Stock Car Auto Racing, Inc. ("NASCAR") (the "NASCAR Marks Agreement"), both of which are dated September 28, 2000 and were amended on November 18, 2005 (collectively, the "MOUs"). The parties now wish to amend the MOUs for the second time (the "Second Addendum") and modify certain terms of the MOUs as set forth herein which shall be effective as of December 20, 2007, (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The "Term" of the MOUs (as set forth in Section 9 of the NASCAR Online Agreement and Section 12 of the NASCAR Marks Agreement) shall be hereby amended to continue through and including December 31, 2014, unless earlier terminated in accordance with the terms of the MOUs, and Sections 9(b)-(d) of the NASCAR Online Agreement shall hereby be deleted in their entirety.

2. Renewal. The parties agree to conduct good faith discussions and negotiations with respect to renewal of the MOUs during an exclusive thirty (30) day negotiation period which shall commence on January 1, 2013. NDE agrees not to negotiate the terms of an agreement with any third party with respect to any exclusive rights granted to Turner under the MOUs at any time prior to February 1, 2013.

3. Payment.

(a) The parties hereby agree that Turner has elected to make the Shortfall Payment set forth in Section 3(b) of Appendix 2 of the NASCAR Online Agreement. This Second Addendum shall constitute Turner's written notice to exercise the Make Good Option and make the Shortfall Payment, and the parties agree that neither NDE nor NASCAR shall have the right to terminate the MOUs under Section 10(a) of the NASCAR Online Agreement. In addition, in consideration for the extension of the Term through 2014, the parties agree that Turner shall pay Twenty Seven Million Dollars (\$27,000,000) to NASCAR and NDE collectively (the "Extension Payment"). The parties agree that the Shortfall Payment shall not be due on June 1, 2008, as set forth in the MOUs and instead shall be paid, along with the Extension Payment, as follows:

2009 – Four Million Four Hundred Thousand Dollars (\$4,400,000) to NDE, Six Million Six Hundred Thousand Dollars (\$6,600,000) to NASCAR;

2010 – Six Million Nine Hundred Thousand Dollars (\$6,900,000) to NDE, Seven Million One Hundred Thousand Dollars (\$7,100,000) to NASCAR;

2011 – Six Million Nine Hundred Thousand Dollars (\$6,900,000) to NDE, Seven Million Six Hundred Thousand Dollars (\$7,600,000) to NASCAR;

2012 – Six Million Nine Hundred Thousand Dollars (\$6,900,000) to NDE, Eight Million One Hundred Thousand Dollars (\$8,100,000) to NASCAR;

Doc.101922v.12

December 19, 2007

H:\Legal\Daytona\NASCAR Digital Entertainment\New Media\2008\Turner MOUs Addendum #2-25

2013 – Six Million Nine Hundred Thousand Dollars (\$6,900,000) to NDE, Eight Million Six Hundred Thousand Dollars (\$8,600,000) to NASCAR;

2014 - Seven Million Nine Hundred Seventy One Thousand and Thirty Seven Dollars (\$7,971,037) to NDE, Nine Million One Hundred Thousand Dollars (\$9,100,000) to NASCAR.

(b) The parties acknowledge and agree that the amount of the Shortfall Payment, currently estimated by NDE and NASCAR to be Sixty Million, Seventy One Thousand and Thirty Seven Dollars (\$60,071,037), is based on the good faith estimate of the Pre-Tax Free Cash Flow for 2007. Turner shall have a period of ninety (90) days from January 1, 2008 to determine and calculate the final Pre-Tax Free Cash Flow for 2007 and after such calculations are complete, the parties agree to adjust the foregoing payment amounts, as necessary to accurately reflect the amount of the Shortfall Payment (with NASCAR and NDE to determine the allocation of any such adjustment between them). In the event that Turner is required to make an additional payment based on the final calculation of the Shortfall Payment or, NDE and/or NASCAR is required to refund any amount to Turner based on the final calculation of the Shortfall Payment, the parties shall do so accordingly no later than March 31, 2008.

(c) The fourth sentence of Section 3 of Appendix 2 of the NASCAR Online Agreement shall be hereby deleted in its entirety, such that Turner shall have no right to reduce its Pre-Tax Free Cash Flow obligations solely as set forth therein.

(d) The parties agree that the amounts set forth in subsection (a) above shall be paid to NASCAR and NDE respectively on January 15th of each year.

4. Pre-Tax Free Cash Flow Participation to NDE. The second and third paragraphs of Section 2 of Appendix 2 of the NASCAR Online Agreement shall be deleted in their entirety and replaced with the following:

2007 – 50% (Fifty Percent), the first \$3,000,000 of which shall be paid to NASCAR;

2008 – 50% (Fifty Percent), the first \$4,000,000 of which shall be paid to NASCAR;

2009 – 50% (Fifty Percent) which shall be paid to NDE;

2010 – 50% (Fifty Percent) which shall be paid to NDE;

2011 – 50% (Fifty Percent) which shall be paid to NDE;

2012 – 50% (Fifty Percent) which shall be paid to NDE;

2013 – 50% (Fifty Percent) which shall be paid to NDE;

2014 – 50% (Fifty Percent) which shall be paid to NDE.

The Pre-Tax Free Cash Flow Participations set forth for NDE and NASCAR above in this Section 2 of Appendix 2 shall continue to be subject to the same qualifications, conditions and restrictions, and to the same extent, as previously applied to Pre-Tax Free Cash Flow Participation payment obligations of Turner expressly set forth under the MOUs.

5. Pre-Tax Free Cash Flow Participation to NASCAR. Sections 10(b)(iii)-(vi) of the NASCAR Marks Agreement shall be deleted in its entirety.

6. E-Commerce. In addition to Section 5(f) of the NASCAR Online Agreement:

(a) Decision-Making. The parties acknowledge that, prior to the Effective Date, Turner has entered into certain documented third-party agreements (collectively, the "Prior E-Commerce Agreements") with respect to the online merchandise store for consumers located on NASCAR Online and related NASCAR Online catalog (collectively, referred to herein as the "NASCAR Store"), including, but not limited to, agreements with ECS Sports Fulfillment, LLC and GSI Commerce Solutions, Inc. The parties hereby agree to the following limited carveout from Turner's exclusive operational authority with respect to the NASCAR Store, which shall begin on January 1, 2008, and continue for the remainder of the Term: to the extent permitted under the Prior E-Commerce Agreements, NDE shall have final decision-making authority regarding all e-commerce related to the NASCAR Store, provided, however: (i) Turner shall continue to make the necessary operational decisions for and execute the day-to-day operations for the NASCAR Store; (ii) except as otherwise expressly provided in the MOUs, NASCAR and NDE shall not enter into any agreements for the NASCAR Store's e-commerce or take any actions (or direct Turner to take any actions) for the NASCAR Store's e-commerce which conflict with the Prior E-Commerce Agreements; (iii) NASCAR and NDE shall reasonably consult with Turner on any decision-making as permitted under this Section 6, (iv) the marketing and promotion of the NASCAR Store, supply inventory and merchandise contained therein, and day-to-day operations for the NASCAR Store for the remainder of the Term, shall be consistent with the marketing and promotion of the NASCAR Store, supply inventory and merchandise contained therein, and day-to-day operations for the NASCAR Store prior to January 1, 2008, and NASCAR and NDE shall not make decisions and/or direct Turner to change such marketing and promotion for the NASCAR Store or such merchandise and inventory contained therein; and (v) all revenues generated in connection with NASCAR and/or NDE's decision-making under this Section 6 and/or any deals entered into by NASCAR and/or NDE for e-commerce related to the NASCAR Store shall be included as Pre-Tax Free Cash Flow and shall be subject to the participation provisions set forth in the MOUs, including those revenues NASCAR and NDE may directly receive under any agreement it may enter for e-commerce related to the NASCAR Store pursuant to this Section 6. Without limitation of the foregoing, in the event that NASCAR and NDE enter into a bundled agreement with a third party which specifically relates to e-commerce related to the NASCAR Store as well as other NASCAR rights which are not subject to the MOUs, NASCAR and NDE shall make a fair allocation, based on consistent practices of NASCAR, NDE and Turner prior to January 1, 2008, of revenues received under any such bundled agreement for the NASCAR Store's e-commerce as Pre-Tax Free Cash Flow under the MOUs. With respect to any such revenues and/or allocations generated, directly received or made by NASCAR and NDE as set forth above in this Section 6(a), NASCAR and NDE shall provide notice to Turner at the time any such revenues are generated and/or allocations are made in order for Turner to include such amounts in Pre-Tax Free Cash Flow under the MOUs. For avoidance of doubt, Turner shall not be entitled to any licensing and/or sponsorship revenues that NASCAR and/or NDE receives in its ordinary course of such licensing or sponsorship agreements, or other revenue that does not pertain to e-commerce related to the NASCAR Store. In addition, NASCAR and NDE agree that they will not barter, sell, or give away any placement, promotion or inventory in connection with the NASCAR Store (as permitted under this Section 6) in connection with, or for the benefit of a third party or NASCAR or NDE in, any such bundled agreements or for any other reason except as otherwise set forth in the MOUs. For purposes of clarification, Turner shall still retain all rights with respect to e-commerce for the NASCAR Store and NASCAR Online generally (e.g., which merchandise is highlighted, marketing efforts related to the NASCAR Store, promotions, etc.) subject to NDE's and NASCAR's final decision-making and/or approval set forth in this Section 6. Throughout the Term, the parties agree to discuss, in good faith, ways to increase revenues for the NASCAR Store and

related marketing and promotion thereof. Notwithstanding anything to the contrary set forth in this Section 6, and as expressly set forth in the MOUs, the parties acknowledge and agree that Turner shall still have the exclusive rights on the Internet for a NASCAR-branded interactive mall or store and catalog as expressly set forth in both the MOUs, and nothing herein shall be deemed to grant any rights to NASCAR and/or NDE during the Term to create, develop and/or license the right to operate any such store, mall, or catalog on the Internet other than the NASCAR Store, and NASCAR and/or NDE shall not take any actions or make any decisions (as permitted under this Section 6) to change, modify, limit or reduce Turner's exclusivity, including with respect to the NASCAR Store. NASCAR and NDE agree that the goal of their decision-making set forth in this Section 6 shall be to maximize the overall value of, and return to, NASCAR, NDE and Turner from the NASCAR Store and under the MOUs, and such decision-making of NASCAR and NDE shall be in the best interests of NASCAR Store.

(b) E-Commerce Revenues. No later than December 15th of 2008, and no later than November 15th of each year during the remainder of the Term, the parties shall mutually agree upon, in good faith and in writing, a Pre-Tax Free Cash Flow projection (the "Projected Annual E-Commerce Revenue") for e-commerce related to the NASCAR Store for the following year that will be based on: Turner's forecast for the then-current year's Pre-Tax Free Cash Flow projection for e-commerce related to the NASCAR Store, the then-prior year's Pre-Tax Free Cash Flow projection for e-commerce related to the NASCAR Store, and the then-current year's NASCAR-licensed retail merchandise marketplace and other standard Interactive Online Services commerce metrics. The parties agree that the Projected Annual E-Commerce Revenue for 2008 is \$4,173,000.

In the event that actual revenues in connection with the NASCAR Store and e-commerce related thereto for 2008 are lower than the Projected Annual E-Commerce Revenue for 2008, the parties agree Turner shall have the right to deduct from its Pre-Tax Free Cash Flow payment to NDE and NASCAR (pursuant to Section 2 of Appendix 2) fifty (50%) of the shortfall between the amount of such actual NASCAR Store e-commerce revenues for 2008 and the 2008 Projected Annual E-Commerce Revenue.

In 2009 and for each year thereafter during the Term, in the event that actual revenues in connection with the NASCAR Store and e-commerce related thereto for any such year are lower than ninety percent (90%) of the Projected Annual E-Commerce Revenue for such year, the parties agree that Turner shall have the right to deduct from its Pre-Tax Free Cash Flow payment to NDE (pursuant to Section 2 of Appendix 2) fifty (50%) of the shortfall between the amount of such actual NASCAR Store e-commerce revenues for such year and ninety percent (90%) of the Projected Annual E-Commerce Revenue for such year.

In any event, for purposes of determining Pre-Tax Free Cash Flow under the MOUs, the actual NASCAR Store-e-commerce revenue for any such year (or an estimate of such amounts as set forth in Section 2 of Appendix 2) shall be the basis of any participation payment due to NDE and NASCAR pursuant to the MOUs. Pursuant to the reconciliation process set forth in Section 2 of Appendix 2, any shortfall or overage between the actual NASCAR Store e-commerce revenues for such year and the Projected Annual E-Commerce Revenue for such year shall be reconciled only within ninety (90) days following the end of the applicable calendar year for such revenues (as set forth in Section 2 of Appendix 2). Upon such reconciliation, if there is an outstanding shortfall between the actual NASCAR Store e-commerce revenues and the Projected Annual E-Commerce Revenues for such years, Turner shall have the right to deduct such shortfall from its final Pre-Tax Free Cash Flow payment to NDE, or if there is such an overpayment or such additional amount due to NASCAR, NDE and/or NASCAR shall pay any such amounts to Turner based on such reconciliation at the end of such ninety (90) day period.

(c) **Dispute Resolution.** In the event that the parties cannot mutually agree upon a Projected Annual E-Commerce Revenue for any year by November 15th of the prior year, either party may subject such dispute for negotiation to be conducted by Paul Brooks for NDE and NASCAR and Lenny Daniels for Turner, or their successors appointed by the applicable party (collectively, the "Resolution Management Committee"). Any representative of NASCAR, NDE or Turner on the Resolution Management Committee may be replaced at any time by the party that initially appointed such representative with a comparable representative upon prior written notice to the other party, provided that the Resolution Management Committee shall contain at least one executive at the level of Senior Vice President (or its equivalent) of NASCAR or at least one executive at the level of President (or its equivalent) of NDE and at least one executive at the level of Senior Vice President (or its equivalent) of Turner's Entertainment or Sports groups. If the Resolution Management Committee is unable to resolve the dispute within ten (10) business days after the initial request for negotiations at this level, then the matter shall be referred to the senior executives of NDE, NASCAR and Turner's Entertainment or Turner's Sports groups (i.e., Brian France for NASCAR and NDE and David Levy for Turner's Entertainment or Turner's Sports groups) or their successors appointed by the applicable party, provided that such senior executives shall be at the level of Chief Executive Officer (or its equivalent) of NASCAR or Chief Executive Officer (or its equivalent) of NDE, and President (or its equivalent) of Turner Entertainment Group or Turner Sports.

In the event that the parties are still unable to mutually agree upon a Projected Annual E-Commerce Revenue for any year after said process, the parties agree that Turner's forecast for said year's Pre-Tax Free Cash Flow for the NASCAR Store shall be used as the Projected Annual E-Commerce Revenue. In the event that NASCAR and NDE reasonably believe that Turner's forecast is not reasonably based on the four factors set forth in Section 6(b), NASCAR and NDE may request that Turner reconsider such forecast number, and Turner will reasonably and in good faith consider such request.

7. **Ticketing.**

The parties hereby agree to the following limited carveout from Turner's exclusive rights set forth in Section 2(a)(xii) of the NASCAR Online Agreement: beginning on January 1, 2008, and continuing for the remainder of the Term, subject to the Prior Ticketing Agreements, NDE and/or NASCAR shall have the right to enter into agreements, and retain all revenues related thereto, with Third Party Ticketers (as defined below) for placement of links, advertising, and promotions solely within NASCAR Online ticket link and advertising inventory as set forth on Exhibit A attached hereto, to such Third-Party Ticketers' respective websites where end users can purchase Event tickets and combined travel and Event ticket packages from said Third-Party Ticketers. Turner represents and warrants that such inventory set forth on Exhibit A constitutes any and all of the inventory that it made available for any and all such tickets and ticket packages. Turner's obligation to link to said websites shall be dependent on the Third-Party Ticketers' compliance with Turner's standards and practices for linking, privacy and content standards, which Turner shall provide to NDE, NASCAR, and Third-Party Ticketers upon their request. Notwithstanding the foregoing, Turner shall have the right to honor any agreements and commitments entered into by Turner prior to November 1, 2007, with respect to Event tickets, packaged Event travel/tickets and/or with the tracks (collectively, the "Prior Ticketing Agreements"), and NDE shall not enter into any agreements with third parties which conflict with the Prior Ticketing Agreements or take any actions (or cause Turner to take any actions) which conflict with the Prior Ticketing Agreements. For purposes of clarification, Turner shall still retain the exclusive right to sell advertising, sponsorships and other promotional agreements for NASCAR Online with third parties in the travel services category (e.g., Delta, Orbitz), pursuant to the terms of the MOUs, and such advertising, sponsorship and promotional agreements may include, without limitation, links to travel packages (excluding Event tickets) offered by

such third parties. To the extent that NDE or NASCAR enters into an agreement with any third party, or designates any third party, as an "official Event tickets provider" of NASCAR or substantially similar designation, such agreement shall not include any grant of a sponsorship of, or placement on, NASCAR Online beyond the inventory set forth in Exhibit A without the third party entering into a separate agreement with Turner (and payment of related fees by the third party to Turner). "Third Party Ticketers" as used herein shall be defined as third parties (including, but not limited to, track promoters and/or operators, ticket providers and ticket brokers) who sell tickets to Events and/or sell packaged tickets and travel for Events. Nothing in this subsection shall limit Turner's ability to enter into agreements with individual tracks promoters and/or operators or NASCAR-s designated "official Event tickets provider" for incremental and/or additional advertising inventory (i.e., beyond the inventory set forth in Exhibit A) or otherwise placement on NASCAR Online. Turner agrees that it shall not enter into an agreement with a third party for placement of a link from NASCAR Online to such third party's website, whereby consumers may, through one direct "click" from NASCAR Online, access a page that allows a consumer to purchase Event tickets.

8. Barter/Hospitality.

(a) The parties acknowledge that, prior to the Effective Date, Turner has annually received the following hospitality, Event tickets, suites and other items/value from its relationships with Third-Party Ticketers and/or Promoters (collectively, the "Barter Items") from third parties (i.e., not from NDE, NASCAR, or their affiliates) as a result of barter deals and in relation to the MOUs (i.e., and not the broadcast agreement or any other agreements that Turner or its affiliates have with NDE or its affiliates) and for Turner's use:

- (i) For each of the NASCAR NEXTEL Cup Series and NASCAR Busch Series races at Atlanta Motor Speedway (if any):
 - (A) 50 grandstand tickets in best available location at such races;
 - (B) 2 luxury suites at each of such races hosted at such track (for up to two races total);
 - (C) Space for 50 guests in the VIP hospitality. In the event that hospitality has not been provided at any of such races, substitute consideration of equal value has been provided by the Promoter); and
 - (D) 15 parking passes;
- (ii) For each of the NASCAR NEXTEL Cup Series and NASCAR Busch Series races at each ISC track: \$25,000 total value provided at any such race at an ISC track (which may be applied towards, without limitation, for tickets, suites, parking passes, etc.); and
- (iii) For each of the NASCAR NEXTEL Cup Series and NASCAR Busch Series races at Lowe's Motor Speedway: \$5,000 total value provided at any such race at Lowe's Motor Speedway (which may be applied towards, without limitation, for tickets, suites, parking passes, etc.).

(b) The parties acknowledge that, as of the Effective Date, Turner is no longer receiving such Barter Items due to agreements entered into prior to the Effective Date with Third Party Ticketers and/or Promoters in connection with the inventory set forth on Exhibit A. Therefore, If NASCAR or NDE fails

to secure on Turner's behalf any of the Barter Items during any year of the Term commencing 2008, Turner may deduct any costs and expenses actually spent by Turner to obtain each such Barter Item from the Pre-Tax Free Cash Flow under the MOUs as applicable for each such respective year, provided that such tracks set forth above in Section 9(a) continue to host such series races (or the successor series races). Turner shall provide to NDE reasonable documentation evidencing such costs and expenses spent by Turner at the same time as Turner's payment of the Pre-Tax Free Cash Flow participation payments as set forth in Section 2 of Appendix 2. However, in no event shall Turner deduct more than Two Hundred and Fifty Thousand Dollars (\$250,000) for 2008, and said cap shall be increased by five percent (5%) for each year thereafter during the Term, for such costs and expenses from Pre-Tax Free Cash Flow. For clarification, the foregoing deduction cap shall be \$262,500 for 2009, \$275,625 for 2010, \$289,406 for 2011, etc.

9. Promotional Content Use by Sponsors.

(a) In addition to the carve-out set forth in Section 2(a)(vii) of the NASCAR Online Agreement, the parties hereby agree to the additional following limited carveout from Turner's exclusive rights set forth in such section, which shall begin on January 1, 2008, and continue for the remainder of the Term: solely for promotional purposes, NDE shall have the right to provide and/or authorize the placement of video and/or audio clips of NASCAR-owned footage which are created, controlled, and/or licensed by NASCAR and/or NASCAR Images (collectively, the "Promotional Content") to official status sponsors and/or promotional partners, primary sponsors of Competitors, NASCAR's Automotive Aftermarket licensees, Property Licensees and NDE's entertainment programming partners that have programming that contains NASCAR Content, as defined in the MOUs (e.g., Sony Pictures for the movie "Talladega Nights", CMT Films for the movie "Dale") (the "Entertainment Partners") (collectively the foregoing shall be referred to as "Sponsors" herein), and to provide to primary sponsors of Competitors, still photographic images of NASCAR-owned footage which are created, controlled and/or licensed by NASCAR and/or NASCAR Images (which shall also be defined as "Promotional Content") for use on the Internet solely as set forth below in this Section 9.

(b) Each Sponsor's right shall be subject to the following conditions, which such conditions to apply to use on the Internet: (i) Sponsors shall only be authorized to place Promotional Content on their respective websites and shall not place any Promotional Content on any website in a manner which would create a "content destination" website (i.e., a website that primarily contains video, audio and/or text content (e.g., music, games, books, television footage, etc.) for consumers to view or listen (such as AT&T Blue Room website or Budtv.com), (ii) Sponsors may not charge a fee or otherwise require a subscription to access such Promotional Content (whether alone or as part of a content offering), nor may Sponsor display Promotional Content on any website that requires a fee or subscription to access such website; (iii) Sponsors may only place Promotional Content in areas of its website available to the general public, and may not require registration by a consumer to access the Promotional Content if the Promotional Content makes up ten percent (10%) or more of the total sports and entertainment content of equal quality (which equal quality to be reasonably determined by the parties), or if the Promotional Content is under a "sports" section of the website that comprises ten percent (10%) or more of such total sports, where such entertainment content or sports section, as the case may be, may be accessed only after a consumer registers on the Sponsor's website; (iv) Sponsors shall only use the Promotional Content for non-commercial, non-competitive, and promotional purposes to promote their respective associations and/or involvement with NASCAR, (v) Sponsors may not sublicense, re-distribute or transfer to third parties their rights to use the Promotional Content, or their Promotional Content; (vi) Sponsors may not display Promotional Content of Events that have occurred within a time period recent to the display of such respective Promotional Content in a manner that reasonably creates the perception that such Promotional Content is used as current news coverage for the respective Event and/or is used to create

programming; (vii) Sponsors may not archive Promotional Content for more than three (3) weeks; (viii) the aggregate Promotional Content (video and audio clips combined, but excluding still images) available on a Sponsor's website at any time may not exceed a total of six (6) minutes; and (ix) no advertisements or other commercial content may be sold against or included by NASCAR or by the Sponsors within the windows of any such Promotional Content or on the webpages where such Promotional Content appears, except that a Sponsor can include advertisements or promotions for its own respective products or services. By way of example, Gillette may include an advertisement or promotion for a new Gillette razor in the pre-roll window prior to Promotional Content but Gillette may not include advertisements or commercial content related to products or services of any third parties or its affiliates or their brands. By way of further example, Coca-Cola may place a video clip of one of its sponsored drivers from a NASCAR Event on its website, but may not use or place video clips from non-sponsored drivers (except as those drivers appear incidentally in the video clips) and/or from NASCAR Events generally on its website.

Sponsors (as used in this Section 9) shall not include the Telecast Partners, such as FOX or ESPN; however, such restriction nor any other language in this Section 9 shall not limit or otherwise restrict the rights Turner has granted to such Telecast Partners pursuant to Addendum #1 of the NASCAR Online Agreement, executed November 18, 2005, or any other rights Telecast Partners or other third parties have pursuant to the terms of the MOUs (including, without limitation, as set forth in Section 2(a)(vii) of the NASCAR Online Agreement), and such Telecast Partners or other third parties shall not receive any additional or expanded rights with respect to the NASCAR-owned footage on the Internet pursuant to this Second Addendum or otherwise except as may be agreed upon by the parties.

(c) In addition to the conditions above, any use of Promotional Content as set forth in this Section 9 by Entertainment Partners shall also be subject to the following additional conditions: (i) Entertainment Partners may only use Promotional Content which is directly from its particular programming containing NASCAR Content (e.g., clip from "Talladega Nights" versus using general footage of drivers) and for purposes of promoting the particular programming; (ii) each display of Promotional Content by the Entertainment Partners shall include tune-in information (which shall include at least month, date, year, and/or time for when the particular television program is airing and/or at least standard release information for when the particular movie is being released; and (iii) with respect to advertisements or promotions which may be included in the pre-roll window as set forth in Section 9(b)(ix) above, for purposes of Entertainment Partners, such advertisements or promotions may only be related to such Entertainment Partner's exhibition of the program and shall not include ads and/or promotions for sponsors of the programming or any other third parties. By way of example, in the event that that Spike TV obtains the rights to create and distribute a NASCAR-branded cooking television program, and such program is sponsored by Braun, Spike may include Promotional Content on its website, subject to compliance with all terms above, and may include an advertisement or promotion solely for Spike TV's exhibition of the cooking program in the pre-roll window but may not include any advertisements, promotions or commercial content for Braun or any other third party in said pre-roll window or otherwise in connection with the Promotional Content.

(d) In the event that any Sponsor fails to comply with any conditions set forth above in this Section 9, NASCAR or NDE, as the case may be, agrees that it will take action, in a manner it determines in its sole discretion, against any such Sponsor's violation of the conditions set forth above in this Section 9. In the event that Turner is not satisfied with the actions taken by NASCAR or NDE for any failure by a Sponsor to comply with any of the above conditions in this Section 9, Turner shall have the right to take action against NASCAR and/or NDE with respect to such compliance. In addition, and without limitation of the foregoing, with respect to Section 9(b)(iii) above, in the event that Turner believes that any Sponsor may be attempting to create a business opportunity through use of requiring registration in connection

with access to Promotional Content, among other content, Turner may request that NASCAR and NDE withdraw such Sponsor's right to use the Promotional Content under this Section 9, and NASCAR and NDE will reasonably and in good faith consider such withdrawal request.

(e) Television Advertisements for Sponsors. In the event that a Sponsor separately acquires the rights from NDE or NASCAR (or their affiliates or designees as the case may be) to use Promotional Content in a television advertisement for the Sponsor's products or services, NDE or NASCAR (or their affiliates or designees as the case may be) will have the right to permit said Sponsor to include said advertisement (or a condensed version thereof) within any online media which Sponsor purchases or otherwise obtains from third parties (in addition to its own website(s)).

(f) Unless otherwise set forth in the MOUs (including, without limitation, Section 2(a)(vii) of the NASCAR Online Agreement), any use of Promotional Content on the Internet by the Sponsors beyond what is expressly granted under this Section 9 shall be subject to prior approval of Turner on a case by case basis, which approval shall not be unreasonably withheld. Further, with respect to such reasonable approval, Turner shall reasonably consider, in good faith, extending the time limit of a Sponsor's use of Promotional Content on the Internet in relation to such Sponsor's extensive participation in the NASCAR industry (e.g., official status or promotional partners that sponsor multiple Competitors, etc.).

10. Promotional Clips to Local Media Affiliates.

(a) For the six (6) month period after full execution of this Second Addendum ("Test Period"), the parties agree to conduct tests with respect to licensing certain video clips of NASCAR Content to at least three (3) mutually agreed upon Local Media Affiliates (as defined herein) to be used in connection with their respective coverage of Events. The parties shall mutually agree in good faith, in writing, on the specifics of said tests, including the duration and number of video clips, as well as the specific Local Media Affiliates which will be included in the test. Notwithstanding the foregoing, the parties agree that as a condition of Turner's participation in this test and licensing of such video clips, NDE and Local Media Affiliates must comply with the following: (i) NDE and/or the Local Media Affiliates may not include their own advertising prior to, within or after said video clips; and (ii) such clips will not be archived by the Local Media Affiliates for more than two (2) weeks and will only be used in a timely manner in connection with their respective news coverage of the Events during the Test Period. "Local Media Affiliates" shall be defined as major local market newspapers (e.g., Orlando Sentinel, Atlanta Journal Constitution) and local television affiliates/stations of national broadcast networks (e.g., WFTV in Orlando) and shall not include national newspapers (e.g., USA Today) or national broadcast or cable television networks (e.g., FOX, ABC, ESPN). Any use of video clips by Local Media Affiliates after the Test Period will be subject to mutual written agreement of the parties and the parties agree to analyze the Test Period and evaluate any possible additional licensing to Local Media Affiliates, in good faith.

(b) Nothing herein shall prevent NASCAR or NDE from allowing third parties to use, on the Internet, for news reporting purposes (and not for other programming uses) only, audio and/or video content that is distributed to such third parties via the "GlowPoint" system and equipment (or any other system and equipment as provided by and/or controlled by NASCAR or its Affiliates used for such transmission purposes) where such content only becomes NASCAR Content as a result of such provision or control by NASCAR or its Affiliates and would not otherwise be deemed to be NASCAR Content if such system and equipment were not so provided by and/or controlled by NASCAR or its Affiliates (expressly excluding racing footage, unless such third party otherwise has the right to use such racing footage on the Internet pursuant to the MOUs); provided, however that commencing as of January 1,

2009, should Turner reasonably and in good faith determine that such use of such NASCAR Content on the Internet is harmful to the Turner's business pursuant to the MOUs, then Turner shall have the right to limit or restrict NASCAR's and NDE's ability to allow such applicable third parties to use such NASCAR Content on the Internet by providing written notice to NDE. However, no such limitation shall: (a) change, modify, limit or reduce any other rights that any such third parties have with respect to any NASCAR Content on the Internet pursuant to any other provision of this Second Addendum or otherwise in the MOUs, or (b) limit use of such NASCAR Content, or any other NASCAR Content, on any media other than on the Internet (even if such NASCAR Content is using the Internet solely as a means of transmission of such NASCAR Content to distribute on television or on some medium other than on the Internet). In addition, Turner agrees that, at all times, any content from any "official" NASCAR, team, driver, and/or track "press conference" can be used on the Internet, and such use shall be governed by any News Access Guidelines.

11. Event Access. (a) For each NASCAR Sprint Cup Series ("NSCS") Event, NASCAR Nationwide Series ("NNS") Event, and NASCAR Craftsman Truck Series ("NCTS") Event during the Term, NDE agrees to use best efforts (provided that NDE and/or NASCAR shall not be obligated to provide any consideration greater than the deduction cap set forth below in this section for any such applicable year) to cause Promoters to provide Turner with adequate space in the television compound for Turner's NASCAR Online production truck (that includes a host set as part of the truck) and access for its NASCAR Online production staff, equipment and/or such aforementioned production truck for NASCAR Online to provide coverage on NASCAR Online for all of such Events.

(b) Beginning in 2009 and each year thereafter during the Term, for at least fifty percent (50%) of the NSCS Events, and for each of the NNS and/or NCTS Events that occur during the same weekend as such NSCS Events, in lieu of the space provided under subsection (a) above, NDE agrees to use good faith, commercially reasonable efforts (provided that NDE and/or NASCAR shall not be obligated to provide any consideration greater than the deduction cap set forth below in this section for any such applicable year) to cause Promoters to provide Turner with space for Turner's NASCAR Online production truck (that includes a host set as part of the truck) and access for its NASCAR Online production staff, equipment and/or such aforementioned production truck for NASCAR Online to provide coverage on NASCAR Online for all of such Events, in such space to be located at a mutually agreeable location that is more favorable and prominent than the location for the space in the television compound provided by NDE, and that is accessible to a reasonable number of persons at such Promoter's venue. For clarification, any obligations set forth in this subsection (b) does not eliminate any obligations of NASCAR to provide television compound access for all Events as set forth in subsection (a) above.

(c) For each of such aforementioned Events under subsection (a) or (b) above during which Turner does not receive such foregoing adequate access and space as set forth in this Section 11, the parties agree that Turner may deduct its costs and expenses that it actually incurred to obtain such same access and space from the Pre-Tax Free Cash Flow, however, in no event shall Turner deduct more than Forty Thousand U.S. Dollars (\$40,000) per any such Event for 2008, and said cap shall be increased by five percent (5%) for each Event for each year thereafter during the Term. For clarification, the foregoing deduction cap shall be \$42,000 per Event in 2009, \$44,100 per Event in 2010, \$46,305 per Event in 2011, etc. Turner agrees to provide reasonable documentation to NDE evidencing such costs and expenses spent by Turner at the same time as Turner's payment of the Pre-Tax Free Cash Flow participation payments as set forth in Section 2 of Appendix 2.

12. Offline use of NASCAR Marks.

Doc.101922v.12
December 20, 2007

10

H:\Legal\Daytona\NASCAR Digital Entertainment\New Media\2008\Turner MOUs Addendum #2-25

(a) The parties agree that in connection with any third-party agreement entered into by Turner related to NASCAR Online (pursuant to the terms of the MOUs) where the fees related to NASCAR Online exceed Five Hundred Thousand U.S. Dollars (\$500,000) in the first year of such agreement and increase by at least five percent (5%) for each additional year of such agreement, Turner and/or said third parties shall have the limited, non-exclusive, non-transferable right to use the certain NASCAR Marks offline, solely and specifically to advertise and promote the subject matter of the agreement, provided that such license shall be subject to a separate agreement between Turner, such third party, and NASCAR, with additional terms (but no additional fees due to NASCAR or NDE for such NASCAR Marks license) in the same, or substantially same, form set forth on Exhibit C attached hereto.

(b) In the event that any such third-party agreement does not satisfy the monetary threshold set forth in Section 12(a) above or if such third-party agreement is with a third party that conflicts with any third party, brand, product, and/or service for which NASCAR has granted exclusive rights in an agreement, such license shall be subject to NDE's prior written approval, which may be withheld in its sole discretion.

(c) The foregoing rights set forth in Section 12(a) and 12(b) above shall not limit or restrict any rights of Turner to use the NASCAR Marks online, or otherwise, as expressly set forth in the MOUs.

13. AOL Agreement. Upon termination of the agreement between America Online, Inc., and NASCAR ("AOL Agreement") and for each subsequent year in the remainder of the Term, the parties hereby agree that the promotional commitments and In-Kind Commitments which are set forth on Exhibit B attached hereto shall be provided by NASCAR or NDE to Turner. Without limitation of any promotional commitments set forth elsewhere in the MOUs, the parties agree that NDE and/or NASCAR will provide the commitments set forth on Exhibit B to Turner.

14. ISP Sponsorship. In the event that NDE or NASCAR enters into an agreement with any third party for, or designates any third party as, the official interactive services provider ("ISP") of NASCAR or substantially similar designation, during the Term upon termination of the AOL Agreement, such agreement: (a) shall not include a grant of sponsorship of, or placement on, NASCAR Online or any NASCAR Content for use on the Internet except as otherwise expressly permitted in the MOUs, without a separate agreement between such third party and Turner (and payment by such third party of related fees therefor to Turner); (b) subject to the provision below in this Section 14, shall not be concluded or executed until a separate advertising agreement is executed between such ISP sponsor and Turner, and NASCAR and NDE agree to include Turner in its negotiations with such third party ISP sponsor; and (c) such ISP sponsor shall not be granted the Promotional Content rights set forth in Section 9 of this Second Addendum. Notwithstanding Section 14(b) above, in the event that Turner is unable to execute a separate agreement with such ISP sponsor after thirty (30) days of negotiations, NDE or NASCAR may conclude or execute such agreement with said third party, provided that such agreement shall not grant the ISP sponsor: (d) the Promotional Content rights set forth in Section 9 of this Second Addendum or (e) any sponsorship of, or placement on, NASCAR Online or any NASCAR Content for use on the Internet except as otherwise expressly permitted in the MOUs.

15. Editorial Staff.

(a) Commencing upon the Effective Date, during the Term, the parties agree to discuss, in good faith, ways in which the editorial staff of NASCAR Online and NASCAR Media Group can work together to leverage resources and improve efficiencies of NASCAR Online. It is the intent of the parties to utilize the NASCAR Media Group's personnel and its newsroom, located at the NASCAR Hall of

Fame complex in Charlotte, North Carolina, and it is contemplated that NASCAR Media Group and Turner may mutually agree to move certain members of its NASCAR Online editorial staff to such location.

(b) In the event that NDE requests and Turner agrees to relocate certain NASCAR Online editorial staff to such Charlotte location upon NDE's request, NDE will: (i) provide reasonably adequate resources for such staff, including without limitation, office space and use of IT/computer resources, at no additional cost to Turner, and (ii) pay associated costs and expenses associated with moving such staff to Charlotte subject to NASCAR's and NDE's related standard policies and procedures, including without limitation, relocation costs. Turner shall be responsible for any and all other costs and expenses related to such staff (including, without limitation, workers' compensation insurance coverage, taxes and business license fees, compliance with all applicable laws and regulations, and/or any salary compensation).

(c) In the event that Turner hires new NASCAR Online staff members specifically and solely to work at such Charlotte location (and not as a direct replacement(s) for any such NASCAR Online staff members) during the Term, the parties will mutually agree on a fair allocation of costs to Turner actually incurred by NDE to provide reasonably adequate resources for such staff member(s), provided that NDE provides to Turner adequate, reasonable documentation evidencing such costs. Subject to NDE's determination, Turner's NASCAR Online staff members located in NDE's Charlotte office may be required to sign a separate confidentiality agreement.

16. Wireless Agreement. The parties agree to work together to discuss and take reasonable efforts to negotiate a long-term wireless agreement for NASCAR Content between Turner and Sprint Nextel Corporation.

17. NASCAR Media Group. The parties acknowledge and agree that, commencing January 1, 2008, and thereafter, NASCAR Digital Entertainment LLC, following a name change, and NASCAR Images, LLC, following an acquisition of its assets, shall collectively be known as NASCAR Media Group, LLC.

18. General. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the MOUs. The parties agree that all terms and conditions contained in the MOUs are hereby ratified and confirmed, and shall remain in full force and effect, as expressly modified herein. The execution, delivery and performance of this Second Addendum shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Turner or NDE or NASCAR under the MOUs. If any term or provision of the MOUs is contradictory to any term or provision of this Second Addendum, then the terms and provisions of this Second Addendum shall control to the extent necessary to resolve the conflict. This Second Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures to Follow]

ACCEPTED AND AGREED:
TURNER BROADCASTING SYSTEM, INC.
on behalf of itself and its subsidiary Turner Sports Interactive, Inc.

By: *Dave Levy*
Print Name *Dave Levy*
Title: *President of Turner Sports*
Date: *12/20/07*

ACCEPTED AND AGREED:
NASCAR DIGITAL ENTERTAINMENT, LLC as successor in interest to NASCAR DIGITAL ENTERTAINMENT, LTD

By: _____
Print Name _____
Title: _____
Date: _____

ACCEPTED AND AGREED:
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By: _____
Print Name _____
Title: _____
Date: _____

Maureen
M. Bannon

Digitally signed by Maureen M. Bannon
DN: cn=Maureen M. Bannon,
email=mbannon@nascar.com, o=NASCAR,
Inc., ou=Legal Department, c=US
Reason: CEOC - I attest to the accuracy and
integrity of this document and certify that it
has been compared and is a true and correct
copy of the best available copy of the original
executed instrument.
Date: 2009.01.06 13:07:45 -05'00'

Doc.101922v.12
December 20, 2007

ACCEPTED AND AGREED:
TURNER BROADCASTING SYSTEM, INC.
on behalf of itself and its subsidiary Turner Sports Interactive, Inc.

By: _____
Print Name _____
Title: _____
Date: _____

ACCEPTED AND AGREED:
NASCAR DIGITAL ENTERTAINMENT, LLC, as successor in interest to NASCAR DIGITAL
ENTERTAINMENT, LTD.

By: *Richard Glover*
Print Name RICHARD GLOVER
Title: VP
Date: 12/20/07

ACCEPTED AND AGREED:
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By: _____
Print Name _____
Title: _____
Date: _____

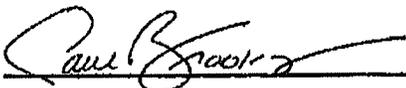
ACCEPTED AND AGREED:
TURNER BROADCASTING SYSTEM, INC.
on behalf of itself and its subsidiary Turner Sports Interactive, Inc.

By: _____
Print Name _____
Title: _____
Date: _____

ACCEPTED AND AGREED:
NASCAR DIGITAL ENTERTAINMENT, LLC. as successor in interest to **NASCAR DIGITAL ENTERTAINMENT, LTD.**

By: _____
Print Name _____
Title: _____
Date: _____

ACCEPTED AND AGREED:
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By:  _____
Print Name PAUL BROWN
Title: SR. VP
Date: 12-20-07

**EXHIBIT A
TICKET LINK/ADVERTISING INVENTORY
ON NASCAR.COM**

1. Results Page: 511x24 text link and graphic
2. Schedule Page: 511x24 text link and graphic
3. Travel Page: Click thru URL for right rail module (just link, no branding or graphics)
4. Track Page: 125x125 promotional graphic and click thru URL
5. Tickets Page: 25% share of voice 728x90 banner at top of page
6. Contests & Sweepstakes Page: Static 180x150 graphic and click thru URL
7. Four (4) email newsletter promotions
 - a. 300x250 graphic, promotional text, additional image, click thru URL and logo
8. Run of Site ads
 - a. Ad sizes include: 728x90, 300x250, 160x600

From time to time, Turner may, and NASCAR and NDE acknowledge that Turner may, change or modify any of the foregoing inventory (such as placements and/or size) due to changes and/or redesigns of NASCAR Online, provided that such new inventory is of at least equal value to the inventory that was changed or modified.

**EXHIBIT B
PROMOTIONAL COMMITMENTS**

NASCAR.COM Promotional Schedule

1. Original Live Telecast of Events listed below subject to the Telecast Agreements (as defined in the Turner Agreements)

<u>Element</u>	<u>Unit</u>	<u>Qt./Event</u>	<u>Units/Season</u>
TV, :30 spot, 1/event: Parties to jointly approve creative			
NASCAR Sprint Cup Series ("NSCS") races	:30	1	38
NSCS Happy Hour	:30	1	37
NASCAR Nationwide Series ("NNS") races	:30	1	35
NASCAR Craftsman Truck Series ("NCTS") races	:30	1	25
*NASCAR Grand National Division Series races	:30	1	17

***This number may change with respect to number of races but not the number of spots per race.**

TV, :10 spots, 1/hr of each Event listed below:
Parties to jointly approve creative:

NSCS	:10	4	152
NSCS Happy Hour	:10	1	37
NNS	:10	3	105

***SPEED and HDNet do not run :10 spots.**

2. Re-Telecast of Events listed below; Subject to the Telecast Agreements (as defined in the Turner Agreements)

<u>Element</u>	<u>Unit</u>	<u>Qt./Event</u>	<u>Units/Season</u>
TV, :30 spot, 1/Event as listed below: Parties to jointly approve creative:			
NSCS races	:30	1	38
NNS races	:30	1	35

Element
TV, :10 spot, 1/Event as listed below
Parties to jointly approve creative

NNS races	:10	1	35
-----------	-----	---	----

3. AM/FM Radio

NASCAR will provide radio promotion during terrestrial radio broadcasts of NSCS, NNS, and NCTS races (as of the Effective Date, broadcast by MRN) in the amount of the following live reads: One (1): 30 live read for promotion of NASCAR.COM only per MRN live broadcast of each NSCS, NNS and NCTS Event. Parties to jointly approve content.

NASCAR will use best efforts to provide radio promotion during terrestrial radio broadcasts of NSCS, NNS, and NCTS races (as of the Effective Date, broadcast by PRN and IMSRN) in the amount of the following live reads: One (1): 30 live read for promotion of NASCAR.COM only per PRN and IMSRN live broadcast of each NSCS, NNS and NCTS Event. Parties to jointly approve content.

4. SPEED Channel

NASCAR will provide one thirty second (:30) spot per hour on a 24/7/365 annual basis in all NASCAR-related programming to be used solely for promotion of NASCAR Online.

6. At-Track Per NSCS, NNS, and NCTS Event

Grass Signage:

NASCAR will cause the relevant track promoters to provide grass signage of the NASCAR.COM mark at each NSCS, NNS, and NCTS Event. Parties to jointly approve creative.

- However, grass signage will not be available at the following tracks for any such Events: Bristol, S. Boston, Martinsville, New Hampshire, Infineon Raceway, Indianapolis Motor Speedway, Watkins Glen, Montreal, and Milwaukee.

Retaining Wall Signage:

NASCAR will cause the relevant track promoters to provide retaining wall signage of the NASCAR.COM mark at each NSCS, NNS, and NCTS Event. Parties to jointly approve creative.

- However, retaining wall signage will not be available at the following tracks: Daytona, Atlanta, California, Charlotte, St. Louis, Mesa Marin, Nazareth, Nashville, Kentucky, Infineon Raceway, Chicago, Memphis, Pikes Peak, Kansas, Homestead-Miami, Montreal, and Autodromo Hermanos Rodriguez.

Other:

- The NASCAR.COM mark will be displayed on all NASCAR-owned official Event vehicles and all NASCAR-owned vehicles bearing any NASCAR brand. Parties to jointly approve creative.

From time to time, NASCAR or NDE may, and Turner acknowledges that NASCAR or NDE may, change or modify any of the foregoing inventory and items (such as placements and/or quantity) due to lack of availability (which such failure by NASCAR or NDE to provide any of the above due to lack of availability will not be a breach of the MOUs) of such inventory space or items, provided that any new inventory or item is of at least equal value to the inventory or item that was changed or modified.

EXHIBIT C
LICENSE AGREEMENT BOILERPLATE

Doc.101922v.12
December 20, 2007

17

H:\Legal\Daytona\NASCAR Digital Entertainment\New Media\2008\Turner MOUs Addendum #2-25

Supp. 344

**THIRD ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR NASCAR ONLINE**

Turner Broadcasting System, Inc., on behalf of itself and its subsidiary Turner Sports Interactive, Inc., (collectively, "Turner") previously entered into a separate "Memorandum of Understanding" with NASCAR Digital Entertainment, LLC, as successor in interest to NASCAR Digital Entertainment, Ltd., ("NDE" or "Licensor") (the "NASCAR Online Agreement") and National Association for Stock Car Auto Racing, Inc. ("NASCAR") (the "NASCAR Marks Agreement"), both of which are dated September 28, 2000 and were amended on November 18, 2005, (the "First Addendum") and again on December 20, 2007 (the "Second Addendum") (collectively, the "MOUs"). The parties now wish to amend the MOUs for the third time (the "Third Addendum") and modify certain terms of the MOUs as set forth herein which shall be effective as of January 1, 2008, (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- A. As of January 1, 2008, NASCAR Digital Entertainment, LLC ("NDE"), shall be renamed NASCAR Media Group, LLC, and all references to NDE in the MOUs shall refer thereto and shall be amended accordingly upon such date.
- B. Exhibit A - Ticket Link/Advertising Inventory on NASCAR.COM. Exhibit A - Ticket Link/Advertising Inventory on NASCAR.COM, will be deleted in its entirety and replaced with Exhibit A attached hereto.
- C. Barter/Hospitality. Section 8(a)(ii) of the Second Addendum shall be deleted in its entirety and substituted with the following:
 - (ii) For all of the NASCAR NEXTEL Cup Series and NASCAR Busch Series races (i.e., not for each race) at all of the ISC tracks (i.e., not for each track), on an annual basis: \$25,000 total value cumulatively, for all such races at all ISC tracks (which may be applied towards, without limitation, for tickets, suites, parking passes, etc.); and

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the MOUs. The parties agree that all terms and conditions contained in the MOUs are hereby ratified and confirmed, and shall remain in full force and effect, as expressly modified herein. The execution, delivery and performance of this Third Addendum shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Turner or NDE or NASCAR under the MOUs. If any term or provision of the MOUs is contradictory to any term or provision of this Third Addendum, then the terms and provisions of this Third Addendum shall control. This Third Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

ACCEPTED AND AGREED:
TURNER BROADCASTING SYSTEM, INC.
on behalf of itself and its subsidiary Turner Sports Interactive, Inc.

By: [Signature]
Print Name Danvels
Title: VP/COO
Date: 5/11/09

ACCEPTED AND AGREED:
NASCAR MEDIA GROUP, LLC

By: [Signature]
Print Name PAUL BROOKS
Title: PRESIDENT
Date: 6-11-09



ACCEPTED AND AGREED:
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.

By: [Signature]
Print Name PAUL BROOKS
Title: SVP
Date: 6-11-09

Stefani Hasty

Digitally signed by Stefani Hasty
DN: cn=Stefani Hasty,
email=shasty@nascar.com,
o=NASCAR Media Group, LLC,
ou=Legal, c=US
Reason: CEO - I attest to the
accuracy and integrity of this
document and certify that it
has been compared and is a
true and correct copy of the
original executed instrument.
Date: 2009.06.15 08:33:17
-04'00'

**EXHIBIT A
TICKET LINK/ADVERTISING INVENTORY
ON NASCAR.COM**

From time to time, Turner may, and NASCAR and NDE acknowledge that Turner may change, substitute or modify any of the links, inventory and items set forth below on this Exhibit A due to changes and/or redesigns of NASCAR Online, which such failure by Turner to provide any of the items set forth below will not be a breach of the MOUs provided that Turner provides a new link, inventory or item of at least equal value to the link, inventory or item that was changed, substituted, or modified.

Ticket and Travel Link Inventory on NASCAR.COM (Individual Track/Facility- or NASCAR National Series*/NASCAR National Series Event-specific)

Fixed ticket and travel link on Schedule page, adjacent to each NASCAR National Series Event hosting track's/facility's name

Fixed ticket and travel link on Tickets Page, adjacent to each NASCAR National Series Event hosting track's/facility's name

Fixed ticket and travel link on Tracks Summary Page, adjacent to each NASCAR National Series Event track's/facility's name

Ticket link on Track Page for each NASCAR National Series Event hosting track/facility

Travel link on Track Page for each NASCAR National Series Event hosting track/facility

*A "NASCAR National Series" means the NASCAR Sprint Cup Series, NASCAR Nationwide Series, and/or NASCAR Craftsman Truck Series, or their successor series regardless of the name.

Additional Advertising Inventory for Each Track/Facility for Ticket Promotion(General links to Tickets page on NASCAR Online unless otherwise expressly indicated below).

1. Results Page

One 511x24 text link and graphic placement (Not individual track/facility- or race-specific promotion/placement, but general graphic and/or link to Tickets page on NASCAR Online)

2. Schedule Page

One 511x24 text link and graphic placement (Not individual track/facility- or race-specific promotion/placement, but general graphic and/or link to Tickets page on NASCAR Online)

3. Travel Page

One Ticket Link in right Rail Module (Not individual track/facility- or race-specific promotion/placement but general graphic or link to the track's/facility's website). The Travel Page shall not exist after December 31, 2008; however, for each year during the remainder of the Term, Turner shall provide advertising inventory that is equal to (or better than) the value of the Travel Page inventory, which shall be reasonably determined by the parties hereto in good faith.

4. Tracks Page

One 125x125 promotional graphic on each track page with click-through URL to the track's/facility's website (Can be individual track/facility- or race-specific promotion/placement)

5. Email Newsletter

One link in any and all NASCAR Online weekly newsletters to Tickets page on NASCAR Online

6. Contests & Sweepstakes

One month's placement (or multiple placements equaling one month's placement, e.g., four one-week placements) of one 180x150 unit on Sweepstakes & Contests Page per year (At NASCAR's/NDE's discretion, this can be one individual track/facility-specific promotion or one general tickets promotion/link to NASCAR Online).

7. Total Guaranteed Media Impressions

(At NASCAR's/NDE's discretion, this can be one individual track/facility- or race-specific promotion or one general tickets promotion/link to NASCAR Online)

15,000,000 impressions.

Ad sizes include: 728x90, 300x250, 160x600

CERTIFICATE OF SERVICE

I hereby certify that on August 9, 2021, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties through the Court's electronic filing system. Parties may access this filing through the Court's system. A copy was also emailed to all parties' counsel of record.

/s/ Jeremy A. Hayden
Jeremy A. Hayden (0075736)