

**SECOND AMENDMENT
TO
OFFICE LEASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY, LLC**

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Second Amendment") is entered into as of the Effective Date, by and between the City of Avondale, an Arizona municipal corporation (the "Landlord") and Phoenix Speedway, LLC (f/k/a Phoenix Speedway Corp.), a Delaware limited liability company (the "Tenant"). Landlord and Tenant are referred to collectively as the "Parties." The "Effective Date" shall be the date upon which the last of the Landlord and Tenant execute this Second Amendment.

RECITALS

A. Landlord, as successor in interest, and Tenant entered into that certain Office Lease Agreement dated December 16, 2003, as amended by that certain First Amendment dated September 30, 2005, (collectively, the "Lease"), regarding that certain real property generally located at the southeast corner of Avondale Boulevard and Coldwater Springs in Avondale, Arizona. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Lease.

B. The Parties desire to amend the Lease as set forth in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the faith full performance thereof and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Amendment to Lease. The Lease is hereby amended as follows:

(a) The Basic Lease Information as it relates to the "Term" is hereby deleted in its entirety and replaced as follows:

"The term shall commence on September 1, 2004, which is the Commencement Date and expire on August 31, 2023, subject to adjustment and earlier termination as provided in Sections 30 and 31 of the Lease."

(b) The Basic Lease Information as it relates to the "Base Rent," Paragraph 1 is hereby deleted and replaced as follows:

“Base Rent shall be the following amounts for the following periods of time:

Lease Month	Annual Base Rent Per Rentable Square Foot (not including Rent Tax)
Effective Date – 8/31/2014	\$16.08
9/1/2014 – 8/31/2016	\$17.30
9/1/2016 – 8/31/2019	\$18.30
9/1/2019 – 8/31/2023	\$19.30”

(c) The Basic Lease Information as it relates to “Landlord’s Address” is hereby deleted and replaced as follows:

“For all Notices: City of Avondale 11465 West Civic Center Drive Phoenix, Arizona 85323 Attention: Charlie McClendon	With a required copy to: Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attention: Andrew J. McGuire, Esq.”
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(d) The last three sentences of Paragraph 8(b)(i) of the Lease is hereby deleted and replaced as follows:

“Notwithstanding anything to the contrary in the Lease, during the eighty-fifth (85th) Lease Month and in calendar year 2020 (assuming Tenant has not exercised its right to terminate this Lease as set forth below) Landlord shall install new building-standard carpet and paint (in colors reasonably selected by Tenant from colors provided by Landlord) in the Premises. Landlord shall bear all cost of carpet installation and painting, including, without limitation, the reasonable costs to move Tenant’s furniture during the installation and painting. The carpet removal and installation and painting shall not be done during Normal Business Hours.”

(e) Section 26(f) of the Lease is hereby deleted and replaced as follows:

“(f) Notices and Requests. Any notice or other communication required or permitted to be given under the Lease shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth in the Basic Lease Information Section of the Lease or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice."

(f) Section 28 of the Lease is hereby deleted and replaced as follows:

"28. Parking. Landlord shall provide 15 covered reserved parking spaces and two visitor parking spaces designated for Tenant's exclusive use at no cost to Tenant for the term of the Lease (and any extension thereof) as depicted and labeled "PIR Existing Parking" and "(6) Covered Reserved Parking" on Exhibit L attached to the Lease. To the extent available, Landlord shall provide Tenant, upon written request therefor, with up to eight additional covered, reserved parking spaces, at a cost of \$35.00 per parking space per month, which amount, together with any and all applicable Rent Tax thereon shall be payable in advance by Tenant at the same time as Rent is payable hereunder. Landlord shall not permit Tenant's parking ration (i.e., 4 parking spaces for each 1,000 rentable square feet within the Premises) to be adversely affected by other prospective Building tenants or other tenants within the Project. Tenant shall not permit its population density within the Premises as a whole to adversely affect the parking ratio (i.e., 4 parking spaces for each 1,000 rentable square feet within the Premises) of other prospective Building tenants or other tenants within the Project."

(g) Section 31 of the Lease is hereby deleted and replaced as follows:

"31. Option to Extend Term. Provided Tenant is not in default under this Lease, Landlord shall grant Tenant two (2) 5-year options to extend the Lease Term with respect to either the Original Premises only or the Original Premises and the Expansion Space, provided, however, that the Base Rent shall increase three percent (3%) annually during each exercised option period. Tenant shall notify Landlord in writing at least one hundred and eighty (180) days prior to the expiration of the initial Lease Term of its intent to exercise its first option to extend the Lease. If Tenant does not timely notify Landlord, all options of Tenant to extend shall expire. The one hundred and eighty (180) day notice provided shall also apply to the second 5-year option to extend in the same manner as outlined herein."

(h) The following language is added to the end of the Lease as follows:

"Section 35. Landlord's Limitation. Notwithstanding anything in the Lease to the contrary, Tenant hereby agrees that Landlord's obligations, warranties,

representations, indemnities, covenants and liabilities under the Lease and this Second Amendment shall be limited to the extent permitted by Arizona law.

Section 36. Conflict of Interest. This Lease is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Landlord may cancel this Lease without penalty or further obligations by the Landlord or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Landlord or any of its departments or agencies is, at any time while the Lease or any extension of the Lease is in effect, an employee of any other party to the Lease in any capacity or a consultant to any other party of the Lease with respect to the subject matter of the Lease.

Section 37. Subject to Appropriations. This Lease is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Lease for payment of funds by the Landlord shall be effective when funds are appropriated for purposes of this Lease and are actually available for payment. The Landlord shall be the sole judge and authority in determining the availability of funds under this Lease and the Landlord shall keep the Tenant fully informed as to the availability of funds for the Lease. The obligation of the Landlord to make any payment pursuant to this Lease is a current expense of the Landlord, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Landlord. If the Landlord's City Council fails to appropriate money sufficient to pay the amounts as set forth in this Lease during any immediately succeeding fiscal year, then Tenant shall have the right to pay such expenses itself and offset those expenses against the Base Rent payments each month. If Tenant does not exercise such right, then Tenant and Landlord each shall have the right to terminate this Lease at the end of then-current fiscal year by providing written notice of such by October 31 of that year and the Landlord and the Tenant shall be relieved of any subsequent obligation under this Lease."

(i) The first sentence of the first paragraph of Section 1 of Exhibit C is deleted and replaced to read as follows:

"In addition to Base Rent, Tenant shall pay to Landlord, the amount (per rentable square feet in the Premises) (the "Additional Rent") by which the annual Operating Costs (defined below) per rentable square foot in the Project for each year of the Term exceed the annual Operating Cost for the Project for previous calendar year (the "Base Year"); provided however, that commencing on November 1, 2013 the Base Year for 2013, for purposes hereof shall be \$6.50 per rentable square foot."

(j) The following shall be added to the end of the third paragraph of Section 2 of Exhibit C to read as follows:

"Pursuant to Arizona Revised Statutes ("ARIZ. REV. STAT.") §§ 42-6201 et seq. (the "Excise Tax Statutes") the Building and the Project, will not be assessed

property taxes because the City is fee owner of the Building and the Project. Pursuant to the Excise Tax Statutes, the Building and the Project is instead subject to the assessment or levy of a government property lease excise tax (the "GPLET"). The GPLET is calculated in accordance with the provisions of ARIZ. REV. STAT. § 42-6203. Notwithstanding anything to the contrary contained herein or elsewhere in the Lease, the GPLET shall be deemed to be included in the definition of Taxes as part of the Operating Costs under the Lease as detailed in Section 2 of Exhibit C. In addition to paying Tenant's proportionate share of Taxes as part of the Operating Costs according to the terms of Section 2 of Exhibit C, Tenant shall pay all taxes applicable to all other property in the Premises that is not taxed as real property. Failure of Tenant to pay the GPLET after notice and an opportunity to cure is an Event of Default under the Lease that could result in the termination of Tenant's interest in the Lease and of its right to occupy the Premises. Tenant shall remit all GPLET to Landlord and Landlord shall submit annual payments to the Maricopa County Treasurer's Office."

(k) Exhibit L of the Lease is hereby deleted and replaced with Exhibit L attached to this Second Amendment.

3. Estimate of Operating Costs Acknowledgement. Tenant hereby acknowledges Landlord's good faith estimate of the Operating Costs of the Project for 2013 to be \$8.50 per rentable square foot, of which Tenant shall be responsible for \$6.50 per rentable square foot as Operating Costs for the Premises, in accordance with the provisions of Section 1 of Exhibit C of the Lease. Tenant hereby agrees to pay Landlord on a monthly basis, the amount of \$2,588.33 (\$2.00 per rentable square foot/12 months) as Additional Rent for the Premises, starting November 1, 2013.

4. Memorandum of Lease Acknowledgement. Tenant hereby acknowledges that in accordance with ARIZ. REV. STAT. § 42.6202(C), Landlord will record a memorandum of the Lease and this Second Amendment in the Maricopa County Recorder's Office.

5. Guaranty of Lease. Contemporaneously with the execution of this Second Amendment, Tenant shall cause International Speedway Corporation, a Florida corporation, to execute and deliver to Landlord the Guaranty of Lease in the form in Exhibit I of the Lease.

6. Brokerage Fees. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation of this Second Amendment, other than the Hogan Group LLC, Matthew A. Lyons, PLLC (the "Broker"), who represents the Tenant and who shall be compensated by Tenant under a separate agreement. Landlord shall compensate Broker in the amount of \$59,945.80. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Tenant. Landlord shall indemnify, defend and hold Tenant harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Landlord. The foregoing indemnities shall survive the expiration or earlier termination of the Lease.

7. Effect of Amendment. Except as specifically modified by this Second Amendment, the Lease remains in full force and effect and is in all events ratified, confirmed and approved.

8. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Second Amendment and the Lease, the documents shall govern in the order listed herein.

9. Non-Default. By executing this Second Amendment, the Tenant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Lease and (ii) any and all claims, known and unknown, relating to the Lease and existing on or before the date of this Second Amendment are forever waived.

10. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date set forth under the signatures of the Parties below.

“LANDLORD”

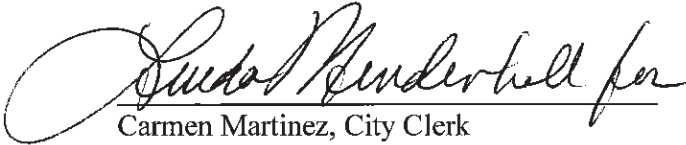
CITY OF AVONDALE, an
Arizona municipal corporation



Charles P. McClendon, City Manager

Date: 11-19-13


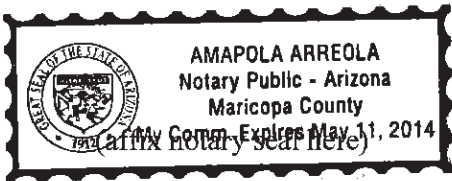
ATTEST:


Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 19, 2013, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.


Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"TENANT"

Phoenix Speedway, LLC, a Delaware limited liability company

By: BRS

Name: Bryan R. Sperber

Title: President

Date: 11.19.13

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 19, 2013, by Bryan R. Sperber, as President of PHOENIX SPEEDWAY, LLC, a Delaware limited liability company, on behalf of the company.

Marie Ellen Isbell
Notary Public in and for the State of AZ

(affix notary seal here)

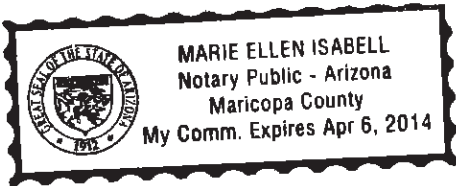


EXHIBIT L

