

EXHIBIT B – P.A.S.S. HOLDER SEAT RIGHTS TERMS

1. Grant of PASSR; Term.

For and in consideration of P.A.S.S. Holder's one-time payment of the PASSR Fee for each seat, P.A.S.S. Holder shall receive a Preferred Access Speedway Seat Right ("PASSR") for the purchase in accordance with the terms and conditions set forth herein of Season Tickets for each of the Speedway seats covered by this Agreement. "Season Tickets" shall consist of admission tickets for each seat covered by this Agreement for a minimum of four (4) Events determined by KSC each year during the term of the PASSR. "Events" shall consist of motorsports or other entertainment events conducted at the Speedway, which may include, but not be limited to, NASCAR Nextel Cup Series races, NASCAR Busch Series races, NASCAR Craftsman Truck Series races, and CART or IRL Open Wheel races, or any equivalent successor series. Events covered by Season Tickets are referred to herein as "Season Ticket Events". The Term of the PASSR shall expire January 1, 2030 or at such earlier date as Events cease to be held at the Speedway. The P.A.S.S. program provides holders with rights similar to those issued in the Founding Fan Seat Rights (FFSR) Program. The FFSR Program and certain benefits of that program were limited to purchases made prior to and during the inaugural year of Kansas Speedway. Although the terms "PASSR" and "FFSR" maybe used interchangeably by KSC in future KSC literature, the use of those terms by KSC shall not operate to grant PASSR and additional rights which may be granted by KSC to FFSR's.

2. PASSR Rights and Obligations.

- (a) P.A.S.S. Holder has the right and obligation to purchase Season Tickets for all Season Ticket Events for the entire Term of the PASSR.
- (b) If P.A.S.S. Holder does not purchase Season Tickets to his designated Speedway seats by a specified deadline each year as determined by KSC, the P.A.S.S. Holder's PASSRs will be terminated, and the P.A.S.S. Holder will forfeit all monies previously paid to KSC, and all rights to buy Season Tickets associated with those seats for the upcoming season and all seasons that follow. KSC will have the right to relicense the forfeited PASSRs with no further obligation to the former P.A.S.S. Holder.
- (c) In addition to the P.A.S.S. Holder's right and obligation to purchase Season Tickets, P.A.S.S. Holder shall have the opportunity to purchase tickets for other Events (non-Season Ticket Events) on such terms as may be offered from time to time by KSC. Tickets to such Events may not necessarily be for the same seats as P.A.S.S. Holder's seats for Season Ticket Events. Tickets to such Events not purchased by P.A.S.S. Holder on terms offered by KSC may be offered and sold by KSC to persons other than P.A.S.S. Holder.
- (d) P.A.S.S. Holder may not offer or use PASSRs as collateral for any loan other than a loan approved by KSC for the express purpose of funding P.A.S.S. Holder's purchase of the PASSRs.
- (e) Subject to the restrictions and guidelines set forth herein, P.A.S.S. Holder has the right to transfer the PASSRs by gift, bequest or otherwise. There will only be one P.A.S.S. Holder for a given seat at any given time and KSC shall deliver Season Tickets only to the P.A.S.S. Holder listed on KSC records. Once a P.A.S.S. Holder transfers a PASSR, such P.A.S.S. Holder will no longer have any rights associated with that seat. A PASSR may not be transferred more than once each calendar year except in the case of the death of the P.A.S.S. Holder.
- (f) No transfer will be complete until the transferee has been approved by KSC and has assumed all obligations of the transferor and the transfer has been recorded on the books of KSC. The transferor will pay the KSC a transfer fee established from time to time by KSC.
- (g) In the event of death or divorce of the P.A.S.S. Holder, no application for transfer shall be sought until such time as the transferee applicant has presented to KSC an order from a court of competent jurisdiction setting forth the identity of the person(s) possessing the legal right to claim the right as transferee of the applicable PASSR account. Thereafter KSC will process the PASSR transfer application in accordance with the rules, rights and restrictions contained herein.
- (h) PASSRs may be transferred between October 1st and December 15th of each calendar year. KSC reserves the rights to (1) impose a nominal transfer fee to cover administrative and related costs of the transfer, and (2) impose other restrictions on transfers. The Parties to the transfer are responsible for providing KSC with all pertinent information, including but not limited to the name, address and telephone number of the new holder of the PASSR. In exceptional cases, such as death, bequeath or divorce, KSC will consider on a case by case basis of PASSRs outside the designated times set forth above.
- (i) KSC may limit, in its sole discretion, the number of PASSRs held by any single P.A.S.S. Holder or related group of P.A.S.S. Holders and reserves the right to reassign seats due to facility renovations, fan comfort and other circumstances as KSC deems appropriate.
- (j) If P.A.S.S. Holder holds PASSRs for multiple seats and wishes to transfer PASSRs for only a portion of the covered seats, KSC reserves the right to relocate the seat assignments of either or both of the transferred PASSRs and retained PASSRs.
- (k) If P.A.S.S. Holder holds PASSRs for more than one seat, and P.A.S.S. Holder purchases Season Tickets for only a portion of the seats, P.A.S.S. Holder shall forfeit future rights to purchase Season Tickets for the unused PASSRs for all subsequent events. (For example, if P.A.S.S. Holder holds four PASSRs and purchases Season Tickets for only three of those four, P.A.S.S. Holder shall forfeit the fourth PASSR and shall have the right in subsequent years to purchase only Season Tickets for only three seats.) If P.A.S.S. Holder so reduces the number of PASSRs held by such P.A.S.S. Holder, KSC reserves the right to relocate P.A.S.S. Holder's seat(s) assignments.
- (l) Subject to availability, P.A.S.S. Holder will have access to preferred parking for passenger automobiles on Season Ticket Event dates in a P.A.S.S. Holder lot at the rate of one (1) parking space for every two (2) PASSRs held by P.A.S.S. Holder in the Club section and one (1) parking space for every four (4) PASSRs held by P.A.S.S. Holder in the Tower and Sky Tower Sections. P.A.S.S. Holders holding fewer than two (2) PASSRs in the Club section, or fewer than four (4) PASSRs in the Tower or Sky Tower sections will have access to general admission parking.
- (m) If any ticket purchased by a P.A.S.S. Holder pursuant to this Agreement is resold, or offered to be resold, at a price greater than the face value stated on the ticket, whether resold, or offered to be resold by the P.A.S.S. Holder or others, the P.A.S.S. Holder's rights will be terminated and the P.A.S.S. Holder will forfeit all monies paid to KSC, and all rights to buy season tickets associated with those seats for the upcoming season and all seasons that follow. KSC will have the right to relicense the forfeited P.A.S.S. Holder's Agreement rights with no further obligations to the former P.A.S.S. Holder.

3. Representations of P.A.S.S. Holder.

The P.A.S.S. Holder hereby represents and warrants as follows:

- (a) P.A.S.S. Holder has read and understands the terms of this P.A.S.S. Holder P.A.S.S. Agreement including this Exhibit B;
- (b) P.A.S.S. Holder is not acquiring PASSRs as an investment and has no expectation of profit as an owner of PASSRs;
- (c) P.A.S.S. Holder is acquiring PASSRs solely for the right to purchase ticket to Season Ticket Events held at the Speedway;
- (d) P.A.S.S. Holder is acquiring the PASSRs for the P.A.S.S. Holder's own use and not with a view to the distribution or resale of PASSRs or tickets to others;
- (e) P.A.S.S. Holder acknowledges that the transfer of PASSRs will be restricted and that PASSRs are subject to forfeiture under certain conditions including those explained in this Agreement.
- (f) Failure by P.A.S.S. Holder to comply with any terms of this Agreement or any Ticket term may result in the forfeiture of all PASSRs held by P.A.S.S. Holder and all Season Tickets purchased in connection with the PASSRs.

4. Possession and Use.

P.A.S.S. Holder will have access to the Speedway and seats to which P.A.S.S. Holder's PASSR relates only upon presentation of a ticket for admission to a Speedway Event. P.A.S.S. Holder rights under this Agreement are only that of a personal privilege to purchase tickets and P.A.S.S. Holder shall have no property or equity interests in the Speedway. P.A.S.S. Holder shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Speedway are issued by KSC, including, without limitations, the policies adopted by the KSC with respect to the cancellation or postponement of the Event and resale of tickets. Use of PASSRs or tickets for

promotional or sweepstakes purposes without the express written consent of KSC is strictly prohibited. P.A.S.S. Holder shall maintain decorum and behavior conducive to a family entertainment event and shall comply with all laws, rules and regulations of all governmental authorities, KSC and, if any, another Event sponsor. P.A.S.S. Holder shall not suffer or permit the use of the seats covered hereby in violation of this Agreement, create any nuisance or take any action which either diminishes hazard insurance coverage for the Speedway or increases the premium payable for such insurance. In addition, P.A.S.S. Holder agrees to indemnify and hold harmless, International Speedway Corporation, KSC, and each of their officers, employees and agents from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Speedway in connection with P.A.S.S. Holder's negligence or any use or occupancy of the seats in contravention of the provisions of this Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions of P.A.S.S. Holder.

5. Default

In addition to the rights of KSC set forth in Sections 2(b); (m) and Section 6, in the event P.A.S.S. Holder defaults in the performance or observation of its duties and obligations under this Agreement, KSC may, at its option: (a) withhold distribution of tickets to P.A.S.S. Holder for Events held at the Speedway until such time as such default is cured; and/or (b) terminate the rights of P.A.S.S. Holder under this Agreement after giving P.A.S.S. Holder ten (10) days prior written notice of such default or breach. In the event that P.A.S.S. Holder shall not have cured the default or breach specified in said notice within said ten (10) day period, KSC may terminate the PASSRs and all other rights and privileges of P.A.S.S. Holder under this Agreement. Upon any such termination, P.A.S.S. Holder shall have forfeited any and all payments made to KSC hereunder and KSC may resell the PASSRs and/or tickets to seats covered hereby without any obligation to P.A.S.S. Holder.

The foregoing remedies of KSC shall not be the exclusion of any other rights or remedy set forth in this Agreement or otherwise available to KSC in law or in equity. P.A.S.S. Holder shall be responsible for all attorneys' fees and costs incurred by KSC in the enforcement of this Agreement whether or not litigation is actually commenced and including any appellate proceedings. P.A.S.S. HOLDER HEREBY WAIVES TRIAL BY JURY.

No waiver by KSC of any default or breach by P.A.S.S. Holder of its obligations under the Agreement shall be construed to be a waiver or release of any other subsequent default or breach by P.A.S.S. Holder under this Agreement, and no failure or delay by KSC in the exercise of any remedy provided for in the Agreement shall be construed a forfeiture or waived thereof or of any other right or remedy available to KSC.

6. Strikes, Damages, Destruction, etc.

In the event of: (a) any strike or other labor disturbance, act of God, inevitable accident, fire, riot or civil commotion, act of governmental instrumentality (whether federal, state, local or foreign), failure of technical facilities or delay of transportation facilities which results in the cancellation of any Season Ticket Event at the Speedway, or (b) any damage to or destruction of P.A.S.S. Holder's seats or the Speedway renders P.A.S.S. Holder's seats or the Speedway unusable for Season Ticket Events, or (c) for any other reason beyond the control of KSC or the sanctioning body sponsoring the Event, then, in any such events, the Season Ticket Fee payable under this Agreement shall, unless reasonably comparable seats are made available to P.A.S.S. Holder, be abated during the period of time that the P.A.S.S. Holder's seats are unusable as determined by KSC. Any such abatement of the Season Ticket Fee shall apply only to the Season Ticket Event for which P.A.S.S. Holder's seat is unavailable, and, if such abatement is due to the cancellation of a Season Ticket Event, only if such Event is not rescheduled with eleven (11) months of the originally scheduled date for such Event. Any such abatement shall be offset against the next succeeding installment of the Season Ticket Fee payable by P.A.S.S. Holder. If, in the event of any damage to or destruction of P.A.S.S. Holder's seats or the Speedway that render P.A.S.S. Holder's seats unusable for Season Ticket Events, KSC elects not to repair or restore the same, this Agreement shall terminate as of the date of such damage or destruction, and the entire amount of the abatement promptly shall be paid to the P.A.S.S. Holder. Upon payment of such abatement KSC shall have no further liability to P.A.S.S. Holder under the Agreement. The Season Ticket Fee shall not be abated if the unavailability of the P.A.S.S. Holder's seats was caused by the fault or neglect of the P.A.S.S. Holder. Refunds of the PASSR Fee shall be made only at the discretion of KSC.

7. Disclaimer Of Liability.

None of International Speedway Corporation, KSC, or any of their officers, employees or agents shall be liable or responsible for any loss, damage, or injury to any person or to any property of P.A.S.S. Holder or P.A.S.S. Holder's guests in or upon the Speedway, resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the gross negligence or the willful misconduct of International Speedway Corporation or KSC.

8. Miscellaneous.

- (a) Except in accordance with terms of this Agreement, P.A.S.S. Holder shall not P.A.S.S. Holder's rights and obligations under this Agreement, without the prior sell, assign, sublease, pledge or otherwise encumber this Agreement, or any of written consent of KSC. Any Attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect.
- (b) It is understood that KSC may sell, assign, pledge or otherwise transfer KSC's rights in this Agreement as security obligations of KSC, or for other purposes.
- (c) All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed, via registered mail, certified mail, or overnight mail through the United States Postal Service or another reputable overnight carrier, and postage for such transmittal is paid by the sender, to the respective addresses set forth in this Agreement, or so such other address as may be designated by either party, from time to time, in writing.
- (d) THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS
- (e) This Agreement, together with these Terms and Conditions and the Exhibits and Schedules annexed thereto and hereto, contains the entire agreement of the parties with respect to the matters provided for therein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to the Agreement.
- (f) This Agreement, and all the terms and provision thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both KSC and P.A.S.S. Holder.

P.A.S.S. Holder: X _____ Date: _____