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REVOCABLE PERMIT
(LONG BEACH GRAND PRIX ASSOCIATION)

29978

Pursuant to a minute order of the City Council of the City of Long Beach made on March 21, 2006, and subject to the terms and conditions hereafter set forth, the CITY OF LONG BEACH, ("CITY") grants permission to the GRAND PRIX ASSOCIATION OF LONG BEACH ("ASSOCIATION") to occupy and use those premises ("Permit Areas") shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said Permit Areas shall at all times be used solely for the purposes specified below and upon the following terms and conditions.

1. **RECITALS.** This Revocable Permit is made with reference to the following facts and objectives:

A. ASSOCIATION'S Predecessor in interest and CITY entered into that certain Extension Agreement (City Contract No. 16278) whereby the April 15, 1975, Agreement between the parties was extended so that the term of the Agreement would end on June 30, 2010.

B. The Extension Agreement grants Association permission to use the Permit Areas designated herein, along with other City properties within the Circuit, as such term is defined in the Extension Agreement.

C. The purpose of this Revocable Permit is to set forth the terms and conditions of use of the Permit Areas as defined herein.

2. **USE AND TERM.** Permit Area 1 as shown on Exhibit "A" shall be used for the purpose of a corporate hospitality area during the period commencing at 12:00 p.m. on April 7, 2006, and ending at 11:59 a.m. on April 9, 2006. Permit Areas 1, 2, 3 and 4 as shown on Exhibit "A" shall be used for the purpose of parking motor vehicles during the period commencing at 6:00 a.m. on April 7, 2006, and ending at 11:59 a.m. on April 9, 2006, and for no other purpose whatsoever. Permit Area 4 on Exhibit "A" shall be used as the area for Victory Circle. Permit Areas A, B and C as shown on Exhibit "B" shall be

1 used for the purpose of constructing and maintaining hospitality tents or facilities at which
2 food and beverages, including alcoholic beverages, are sold or dispensed during the period
3 commencing at 6:00 a.m. on April 7, 2006, and ending 11:59 p.m. on April 9, 2006, and
4 for no other purpose whatsoever. The total number of spaces in each area shall be as set
5 forth on Exhibit "C".

6 3. **RENTAL.** ASSOCIATION shall pay to CITY the sum of money for
7 the use of the Permit Areas, as specified in said Extension Agreement. Said rental may
8 be included in City's estimate of extraordinary expenses as provided in the extension
9 agreement.

10 4. **TERMINATION.** The permit is terminable by CITY upon four (4)
11 hours' written or verbal notice to ASSOCIATION if ASSOCIATION neglects or fails to
12 perform or observe or cause to be performed or observed any of the terms and conditions
13 set forth in this Permit. The right to revoke this Permit shall be and shall remain
14 unconditional and unrestricted and neither the CITY nor any board, commission, officer,
15 or employee thereof shall be liable in damages to ASSOCIATION because of any such
16 termination. Upon termination for default, ASSOCIATION at its sole cost and expense
17 shall cause the permit areas to be evacuated and restored to the condition in which they
18 were given to ASSOCIATION. ASSOCIATION shall not be released of its obligation to pay
19 rent by any such termination.

20 5. **CONDITION.** ASSOCIATION shall at all times keep and
21 maintain the Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and
22 comply with all applicable federal, state and municipal laws, ordinances, rules and
23 regulations, including without limitation the provisions of the California Health and Safety
24 Code pertaining to temporary trailer parks.

25 6. **BUSINESS LICENSE.** The provisions of Chapter 5.02 of the Long
26 Beach Municipal Code relating to the requirement to procure a business license to operate
27 a temporary trailer park and parking lots within the limits of the City of Long Beach are
28 hereby waived.

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1 7. **ASSOCIATION OBLIGATIONS.** With respect to ASSOCIATION'S
2 operations within all the Permit Areas, ASSOCIATION shall, at its cost, perform at a
3 minimum the following:

4 a. Provide within the Permit Area 2 as shown on Exhibit "A"
5 an approved portable collecting device for discharge and
6 collection of waste water and sewage and require that all users
7 of these permit areas discharge waste water and sewage
8 therein.

9 b. Provide approved waste conditioners for disposal of
10 garbage, waste and rubbish and cause said containers to be
11 emptied daily and disposed of without creating a nuisance.

12 c. Provide and maintain within the Permit Area 2 two (2)
13 portable toilets for each sex. Said toilets shall be placed no
14 closer than one hundred (100) feet in any direction to any
15 recreational vehicle.

16 d. Instruct all users of the Permit Areas regarding the rules
17 and regulations for the use of the Permit Areas and remove or
18 cause to be removed any user who creates a nuisance or
19 commits waste by discharging garbage, rubbish, waste water
20 or sewage in any area or place other than receptacles,
21 containers, or devices provided therefor. ASSOCIATION shall
22 promptly clean and disinfect any area contaminated with
23 improperly discharged waste water or sewage.

24 e. On or before 12:00 a.m. on April 9, 2006 cause the
25 Permit Areas to be restored to a clean and neat condition, free
26 from all debris.

27 8. **INDEMNIFICATION AND INSURANCE.** ASSOCIATION shall
28 indemnify the CITY and, in partial performance of said indemnification, shall procure and

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1 maintain insurance, all as required under Sections 9 and 10 of the Extension Agreement,
2 said sections are incorporated and made a part hereof as though set forth in full herein.

3 9. **INSPECTION BY THE CITY.** ASSOCIATION shall allow CITY, its
4 officers, agents and employees to enter the Permit Areas at any time for the purpose of
5 inspecting the same.

6 10. **POSSESSORY INTEREST.** ASSOCIATION recognizes and
7 understands that this Permit may create a possessory interest subject to property taxation
8 and that ASSOCIATION may be subject to the payment of property taxes on such interest.
9 ASSOCIATION covenants to pay, at least ten (10) days prior to delinquency, taxes upon
10 the interest created by this Permit. ASSOCIATION shall furnish CITY with satisfactory
11 evidence of such payment within thirty (30) days after the date of payment.

12 GRAND PRIX ASSOCIATION OF LONG
13 BEACH, a California Corporation

14 March 29, 2006

[Signature]
15 President

16 March 29, 2006

[Signature]
17 Secretary

18 "ASSOCIATION"

19 CITY OF LONG BEACH, a
20 municipal corporation

21 3.29, 2006

[Signature]
22 City Manager

23 "CITY"

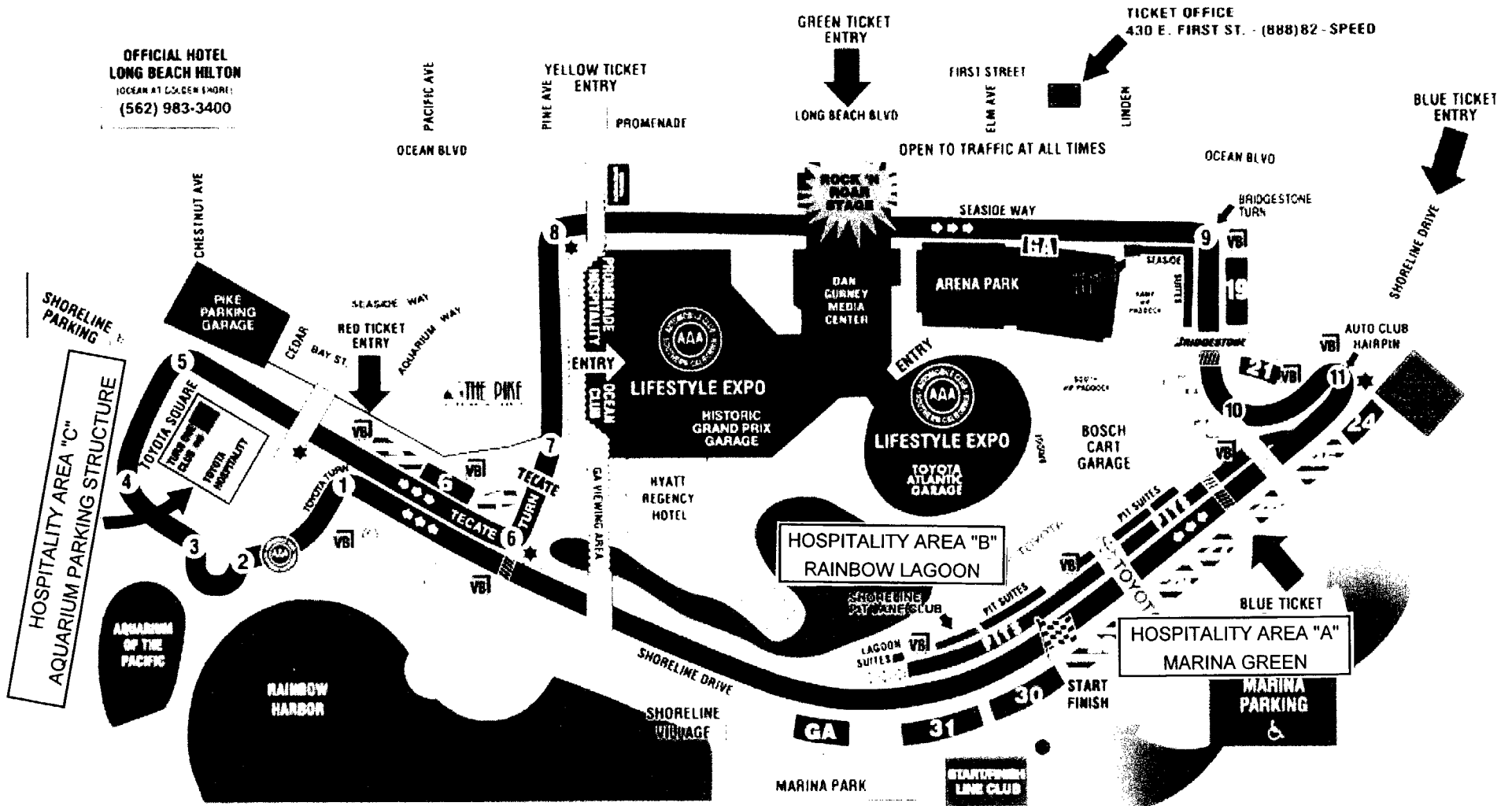
24 The foregoing Revocable Permit is hereby approved as to form this 29 day of
25 March, 2006.

26 ROBERT E. SHANNON, City Attorney

27 By [Signature]
28 Deputy

EXHIBIT B – HOSPITALITY AREAS

2006 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



| LEGEND | |
|--------|---|
| | VISION BOARD BIG-SCREEN TELEVISION VIEWING LOCATIONS (AS CURRENTLY SCHEDULED) |
| | PEDESTRIAN BRIDGES |
| | WHEELCHAIR ACCESSIBLE GRANDSTANDS 17, 21, 26, 36, GA |
| | SUNDAY ONLY GRANDSTANDS #6, 19, 21, 24, 30, 31, 36 |
| | FOOT/WHEELCHAIR CROSSING |
| | SUPER PHOTO LOCATIONS |
| | ATM |
| | 3 DAY GRANDSTANDS #5, 7, 17, 16, 25, 26, 27, 28, 29, 40 |

EXHIBIT C

2006 Grand Prix Revocable Permit

PARKING CHARGES

| | | |
|--------------------|---------------------------------------|---------------------|
| Marina Parking | 247 Spaces @ \$6 Per space per day | \$4,446.00 |
| Alamitos Beach Lot | 153 spaces @ \$6 Per space per day | \$2,754.00 _____ |
| | TOTAL: | \$7,200.00 |