

Tough Mudder Inc.
15 MetroTech Center, 7th Floor
Brooklyn, New York 11201

January 6, 2016

Shannon Ogletree
Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

RE: Community Support Agreement

Dear Shannon:

When signed by each party, this letter agreement (the "**Agreement**") shall constitute the agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, "**Tough Mudder**") and Santa Rosa County Board of County Commissioners ("**Supporter**") in connection with obstacle course events conducted by Tough Mudder at Ates Ranch on April 9 - 10, 2016 (the "**Event**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Support Fee. Supporter shall pay Tough Mudder eighty thousand dollars (\$80,000) for marketing and production costs to support the Event (the "**Support Fee**"). Tough Mudder shall provide invoices for the Support Fee to Supporter within sixty (60) days after the Event, and Santa Rosa County shall pay the Support Fee to Tough Mudder within forty-five (45) days of final invoice receipt.
2. Florida Sports Foundation Grant. Tough Mudder and Supporter shall collaborate on a Florida Sports Foundation Grant for the Event (the "**Grant**"), and work together to meet all requirements of the Grant. Supporter shall provide a dollar for dollar match of grant funds received up to thirty thousand (\$30,000), which will be distributed through Supporter's contracted media placement provider (the "**Marketing Support**"). All Grant funds received for the 2016 Event are included as part of the Marketing Support. Supporter and Tough Mudder agree that all Marketing Support is used for the purposes of promoting the Event to drive greater attendance and promotion of the Florida's Playground campaign and Navarre Beach destination.
3. Tough Mudder Obligations. In accordance with the Florida Sports Foundation grant requirements, Tough Mudder shall provide Supporter with a certificate of insurance with a minimum liability of \$1,000,000 per occurrence naming the Florida Sports Foundation as an additional insured for the Event. In addition, Tough Mudder shall submit a post-event report to Supporter within ninety (90) days of the Event date. Tough Mudder shall include the Florida Sports Foundation logo on the Event webpage effective immediately. In addition, Tough Mudder shall promote Florida's Playground and Navarre Beach on its Event webpage and in email communications to its customer database, as well as host a pre-party in the County on April 8, 2016.
4. Permitting. Supporter shall use its reasonable efforts to assist Tough Mudder in obtaining any necessary permits, permissions and/or other approvals in connection with Tough Mudder conducting the Event, including but not limited to, attending meetings with the relevant agencies and authorities.

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are attached to and incorporated into that certain community support agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, "Tough Mudder" or "Company") and Santa Rosa County Board of County Commissioners ("Supporter") dated as of January 6, 2016 (the "Agreement"). Defined terms used herein but not otherwise defined shall have the same meaning as set forth in the Agreement.

1. **Tough Mudder Intellectual Property:** Supporter acknowledges that Company owns all right, title and interest in and to Company's trademarks, logos and other intellectual property (collectively, the "Company Intellectual Property") and Supporter must obtain Company's prior written approval of all aspects of Supporter's use of any Company Intellectual Property in each instance. This Section 1 shall survive the termination or expiration of this Agreement.

2. **Termination of Agreement:** Without limitation of any other rights or remedies available to Tough Mudder, Tough Mudder may terminate this Agreement immediately on written notice to Supporter if activator commits a breach of any of the terms and conditions of this Agreement, including, without limitation, failure to provide the support agreed upon. Additionally, Tough Mudder reserves the right to cancel this Agreement upon written notice to Supporter in the event that Tough Mudder does not have a contract in effect with a venue located within Supporter's community.

3. **Indemnification:** Supporter hereby indemnifies and holds harmless, Tough Mudder, its affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, assigns and sponsors, from and against any and all liability, injury, loss, causes of action, damage, costs and expenses, including, without limitation, attorneys' fees and disbursements, for any claims arising out of or related to: (a) a breach by Supporter of any representation, warranty, covenant or other obligation of Supporter under this Agreement; (b) Supporter's or its employees', agents', or other representatives' negligence or misconduct; and/or (c) any death or injury to any person or property, including, without limitation, the Venue, or any damage or loss resulting or claiming to result in whole or in part from any defect in Supporter's products, services, acts, omissions, negligence or misconduct. This Section 3 shall survive the termination or expiration of this Agreement.

4. **Representations and Warranties:** Supporter represents and warrants that: (a) Supporter has the full right and authority to enter into this Agreement, perform its obligations hereunder, and grant all rights granted hereunder; (b) this Agreement has been signed on its behalf by a duly authorized representative of Supporter and is a binding obligation enforceable against Supporter in accordance herewith; and (c) in performance of this Agreement, Supporter will, and will cause its employees, agents and other representatives, to comply with applicable state, federal and local laws and regulations. This Section 4 shall survive the termination or expiration of this Agreement.

5. **Exclusivity:** Supporter agrees that it will not sponsor, partner with or otherwise enter into any agreement to publicize, promote, or provide financial support to any obstacle course mud challenge, adventure race or similar event, including, without limitation, Spartan Race, Warrior Dash, Rugged Maniac and/or Savage Race, during the Term and for a period of one (1) year after the Term.

6. **Non-Compete:** Supporter does not currently, nor will it ever, organize and/or market obstacle course mud challenges or similar events. Supporter will be privy to Tough Mudder's marketing and event organization information and agrees not to, or assist any third party to, compete with Tough Mudder in the practice of organizing, conducting and/or marketing obstacle course mud run events or similar events during the Term and for a period of one (1) year after the Term.

7. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements negotiated, entered into and performed entirely therein without any application of choice of law provisions. All proceedings to resolve disputes shall be held in the state or federal courts of competent subject matter jurisdiction located in the State of Florida, and Supporter hereby waives any objection on any grounds to same. This provision shall survive the termination or expiration of this Agreement.

8. **Assignment:** Supporter may not assign this Agreement or its rights and/or obligations hereunder without the prior written consent of Tough Mudder.

9. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery may be made by facsimile or scanned and electronically mailed transmission of a signed counterpart.

10. **Severability:** If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed modified to the least extent necessary to render it enforceable without invalidating or affecting the remaining provisions hereof.

11. **No Amendment:** The provisions of this Agreement may not be waived, altered, amended or repealed in whole or in part unless by written agreement signed by both Tough Mudder and Supporter.

12. **Relationship of Parties:** Tough Mudder and Supporter are independent contractors, and nothing in this Agreement shall cause either to be considered an agent, employee, joint venturer or partner of the other, nor shall either hold itself out as such.

13. **Notice:** All notices required or permitted to be given hereunder shall be sent to the address for Supporter or Tough Mudder (as applicable) first written above.

14. **Confidentiality:** Supporter agrees to maintain strict confidentiality with respect to the terms and conditions of this Agreement and any and all of Tough Mudder's proprietary business information learned by or otherwise obtained by Supporter, including, without limitation, information relating to Tough Mudder's event operation, marketing and branding strategies, costs, obstacles or obstacle blueprints, finances, construction, design, insurance, course management, staff, event courses, trade secrets or proprietary ideas (collectively, "**Confidential Information**"). Supporter shall not issue, authorize, confirm or deny, any statements, including, without limitation, posts on social media (e.g., Facebook, Twitter, etc.), relating to the Confidential Information, Event(s), Tough Mudder, or any of its personnel, products and/or services, including, without limitation, any injuries or incidences occurring at or in connection with the Event(s).

15. **No Waiver:** Failure by Tough Mudder to exercise any right, power or option hereunder, or to insist upon the strict compliance with the terms and conditions hereof by Supporter, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any previous, subsequent or contemporaneous breach, nor shall such failure constitute a waiver by Tough Mudder of its rights thereafter to require strict compliance with all terms and conditions hereof.

5. Marketing. Supporter shall work with Tough Mudder to identify opportunities to extend Tough Mudder's marketing reach and site traffic pertaining to the Event, including dedicated and exclusive email messages to its entire email database promoting the Event, and event information promoted on the website: www.floridasplayground.com

6. Volunteers. Supporter shall use reasonable efforts to assist Tough Mudder in recruiting volunteers for the Event, including assistance identifying a local coordinator who is Tough Mudder's primary point of contact for volunteer recruitment.

7. Economic Impact Assessment. Supporter shall work with Tough Mudder to share available information and data for Tough Mudder to develop an economic impact analysis of the Event. Tough Mudder shall work with Supporter to share available information and data for the same purposes. Tough Mudder shall commission an independent economic impact assessment ("EIA Study") of the Event for Supporter, and Tough Mudder shall provide a digital copy of the EIA Study to Supporter within forty-five (45) days after the Event.

8. Accommodations. Supporter shall work with Tough Mudder in order to set-up room blocks with local accommodations at the best available rates and provide a reservation platform to be linked from Tough Mudder's Event page. Tough Mudder will exclusively partner and promote with commercial lodging establishments within Santa Rosa County. Supporter will assist in collecting the applicable statements from local accommodations itemizing direct expenditure in local accommodations as a result of the Tough Mudder event.

9. Term. The term of this Agreement is through December 31, 2016.

10. This Letter Agreement is governed by Tough Mudder's standard terms and conditions attached hereto and incorporated herein by this reference.

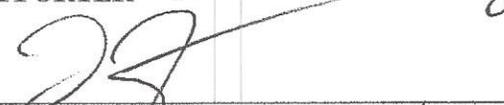
Thank you in advance for your support!

TOUGH MUDDER INC


Print Name: Kete Fitzpatrick
Title: VP Community Dev + Venues
Date: 2/4/16

ACCEPTED AND AGREED:

SUPPORTER Santa Rosa County


Print Name: Lane Lynchard
Title: Chairman
Date: BCC approved Feb 25, 2016

ATTEST: 
Donald Speer, Clerk of Court



HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold a Special Event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

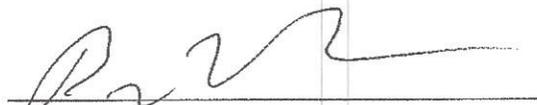
The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 16 day of February in 20 16.

Name of Special Event Tough Mudder Gulf Coast

Date(s) of Special Event April 9 + 10 2016



Notary Signature

BRIAN VON ANCKEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VO6292130
Qualified in Kings County
My Commission Expires October 28, 2017

(STAMP)

Tough Mudder

Name of Organization

Barry Shaw

Printed Name



Signature of Legally Authorized Representative

Director of Operations

Title