LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2016, between the **City of Joplin** ("Licensor") and **TwelveOne Race Management, a Missouri Limited Liability Company, and Douglas ("Tom") W. Rogers and Valerie D. Rogers, individually** ("Licensees").

WHEREAS, Licensor owns the intellectual property of the Mother Road Marathon®.

WHEREAS, Licensees wishes to license Licensor's Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the conditions under which Licensees is authorized to use Licensor's Mother Road Marathon® intellectual property for the purpose of hosting and promoting the Marathon in 2017. This Agreement does not permit the Licensees to use the Mother Road Marathon® intellectual property for any purpose other than the purpose of hosting and promoting the Marathon in 2017.

2. Term of Agreement. This Agreement shall be effective once it is fully executed by each party and shall terminate on December 31, 2017, unless the Agreement is terminated or modified pursuant to this Agreement.

3. Mother Road Marathon® Intellectual Property. Subject to the terms, covenants and conditions contained herein, Licensor grants to Licensees the right to use the Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017. Specifically, Licensees shall be allowed to use the intellectual property for marketing and related uses for the purpose of hosting the Marathon in 2017. In no circumstances will Licensees obtain an interest of any kind in the intellectual property. Intellectual property includes, but is not limited to, the Mother Road Marathon® name, logo, designs, images, websites, social media accounts, participant and sponsor lists, and all other related information whatsoever, regardless of whether copyrighted or trademarked.

4. Use of Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for any costs related to the use of the Mother Road Marathon® intellectual property for marketing and related uses for the purpose of hosting the Marathon in 2017. If, at Licensor's sole discretion, Licensor desires that Licensees discontinue the use of the intellectual property for any reason, Licensor shall contact Licensees and Licensees shall discontinue use immediately. The intellectual property shall remain the property of Licensor at all times.

5. Maintenance of Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for maintaining the Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for all costs and fees necessary to keep the

intellectual property active and in good standing, including registration of the trademark with the United States Trademark and Patent Office.

6. Costs and Payment. Licensees agrees to pay to Licensor **ONE and 00/100 DOLLARS ($1.00)** per year in exchange for the right to utilize the Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017.

7. First Right of Refusal. During the term of this Agreement, before Licensor may sell the Mother Road Marathon® intellectual property to a third-party, Licensor will first offer the property to Licensees on the same terms and conditions as are offered by the third party. Licensees will have thirty (30) days during which to accept said offer. If Licensees do not accept said offer within said period, Licensor shall be free to accept the third-party offer.

8. Non-assignment. Licensees's interest herein shall not be assigned, transferred, or granted to any other party.

9. Alterations. Licensees shall not alter, improve, or in any way change or modify the Mother Road Marathon® intellectual property without approval by Licensor. Any alterations shall not create an ownership interest in Licensees or any third party.

10. Notices. Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor:	City of Joplin
	602 S. Main St.
	Joplin, MO 64801
	Attention: Samuel L. Anselm
with a copy to:	City Attorney's Office
	602 S. Main St.
	Joplin MO 64801
	Attention: Peter C. Edwards
If to Licensees:	TwelveOne Race Management
	LLC 3510 E. 3rd St.
	Joplin, MO 64801
	Attention: Douglas ("Tom") W. and Valerie D. Rogers

11. Termination.

a. Without Cause. Either party may terminate this agreement at any time, without cause, by providing the other party at least ninety (90) days prior written notice.

b. With Cause. This Agreement will terminate immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching party of written notice of such breach.

c. If City elects to terminate, Licensees must immediately surrender everything in Licensees' control or possession related to the Mother Road Marathon®, including all Mother Road Marathon® intellectual property as described in this Agreement.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

14. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should Licensor be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

15. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

18. Counterparts. This Agreement may be executed in any number of counterparts, electronic, facsimile, or otherwise, each when taken together shall constitute one document.

[Remainder of page intentionally left blank. Signature page follows.]

Licensor and Licensees have executed this Agreement as of the date identified above.

"LICENSOR"
City of Joplin

_____
Samuel L. Anselm

City Manager
"LICENSEES"
TwelveOne Race Management

_____
By: Douglas ("Tom") W. Rogers
Its: Member

_____
By: Valerie D. Rogers
Its: Member

_____
Douglas ("Tom") W. Rogers, individually

_____
Valerie D. Rogers, individually