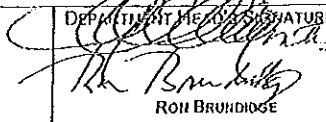



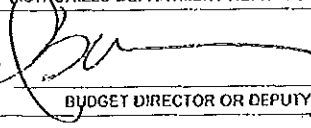

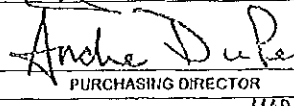
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD
 APPROVED MAR 9 2012

CONTRACT PO NUMBER 2726943
 STANDARD PO NUMBER
 REVISION 1

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.
 8193

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE  RON BRUNDAGE	DEPARTMENT RECREATION DPW
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY OTHER 100%		DEPARTMENT CONTACT PERSON JOSE ABRAHAM	PHONE NO. 224-3932
CONTRACTOR'S NAME: DETROIT BELLE ISLE GRAND PRIX INC.		DATE PREPARED 10/18/11	
CONTRACTOR'S ADDRESS: 719 GRISWOLD SUITE 270 DETROIT, MI 48226		AMOUNT <input type="checkbox"/> ENGINEER'S ESTIMATE \$2,475,000.00 <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE ORIGINAL TOTAL (NO CHANGE) TIME EXTENSION ONLY NEW TERM 11/1/06 - 12/31/14	
PHONE NO. 313-964-3004		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
PURPOSE OF CONTRACT: AMENDMENT NO. 1 - DETROIT GRAND PRIX RACE / TEMPORARY CLOSING OF CITY STREETS / MAINTENANCE OF STREETS ON BELLE ISLE			
CHARGE ACCOUNT: REVENUE (RECREATION) 3601-390530-000000-472160-06536-000000-00000 EXPENDITURE (DPW) 3301-193871-000048-632100-04189-000000-A4570			

TIME & DATE II	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE III
10/25/11	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	10/25/11
11/15/11	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	DEC 15 2011
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	
	FINANCE DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	2/1/12
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	
	PURCHASING DIVISION  PURCHASING DIRECTOR	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE MAR 6 2012		

February 22, 2012

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session of
February 21, 2012

Please be advised that the Contract submitted on Friday, February 16, 2012 for the City Council
Agenda of February 21, 2012 has been amended as follows:

1. The contractor's funding was submitted incorrectly. Please see the corrections below:

Submitted as: PAGE B

RECREATION

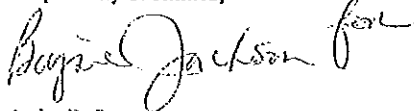
2726943 100% Other Funding – CHANGE ORDER NO. #1 - To Provide Detroit
Grand Prix Race/Temporary Closing of City Streets/Maintenance of
Streets on Belle Isle – Detroit Belle Isle Grand Prix Inc., 719 Griswold,
Suite #270, Detroit, MI 48226 – Contract Period: November 1, 2006
through December 31, 2014 – Time Extension Only - Contract Amount
Not to Exceed: \$2,475,000.00 (Original Total, No Change)

Should read as:

RECREATION

2726943 REVENUE CONTRACT – CHANGE ORDER NO. #1 - To Provide
Detroit Grand Prix Race/Temporary Closing of City Streets/Maintenance
of Streets on Belle Isle – Detroit Belle Isle Grand Prix Inc., 719 Griswold,
Suite #270, Detroit, MI 48226 – Contract Period: November 1, 2006
through December 31, 2014 – Time Extension Only - Contract Amount
Not to Exceed: \$2,475,000.00 (Original Total, No Change)

Respectfully Submitted,



Andre DuPerry
Chief Procurement Officer
AD/ssl

MAR 6 2012

BIDDER'S INCOME TAX CLEARANCE

A. Submit To:
 CITY OF DETROIT
 INCOME TAX DIVISION
 COLLEMAN A. YOUNG
 MUNICIPAL CENTER
 2 WOODWARD AVE., SUITE 512
 DETROIT, MI 48226

From:
 NAME: Scott Brinkmann
 CONTRACTOR/CITY DEPARTMENT: RECREATION
 ADDRESS: 18100 Meyers Road, Upper Level
 CITY: Detroit STATE: MI ZIP: 48235
 TELEPHONE: (313) 224-3328
 PAX: (313) 224-4588
 PHONE NUMBER: 224-1109 FAX NUMBER: 224-1734

B. NAME OF CONTRACTOR (Full Name):
Detroit Belle Isle Grand Prix, Inc.

PHONE NUMBER: (313) 748-1041
 FAX NUMBER: _____

Check One: Individual Corporation Partnership

ADDRESS: 300 Renaissance Center, Suite 2311 CITY: Detroit STATE: MI ZIP CODE: 48243
 EMPLOYER IDENTIFICATION OR SOCIAL SECURITY NUMBER: 38-3293334 SPOUSE'S SOCIAL SECURITY NUMBER: _____

Note: To expedite the approval process, submit the Bidder's Income Tax Clearance request thirty (30) days in advance, before submitting a bid. The request will be accepted without the BID AMOUNT and the CONTRACT NUMBER.

NATURE OF CONTRACT: _____

CONTRACT NUMBER: _____

BID/CONTRACT AMOUNT:

LABOR: \$
MATERIAL: \$

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

- INDIVIDUALS ANSWER QUESTIONS 1, 2, 3, 4.**
1. Has contractor filed joint returns with spouse during last five (5) years? (If yes, include Spouse's SSN above) Yes No
 2. Is contractor a student, claimed as a dependent on someone else's tax return? Yes No
 3. Was contractor employed during last five (5) years? Yes No
 4. Was contractor a resident of Detroit during last five (5) years? Yes No
- CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5, 6, 7.**
5. Is contractor a new business in Detroit? If yes, attach Employer Registration, Form D-SS4. Yes No
 6. Does contractor have employees? Yes No
 7. Does contractor use sub-contractors or independent contractors? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with provisions of City Income Tax Ordinance? Yes No

Signature: DAVID PETER Date: JAN 24 2012 Expires: JAN 24 2013

Signature: _____ Date: _____ Expires: _____

Signature: _____ Date: _____ Expires: _____

Signature: _____ Date: _____ Expires: _____

Signature: _____ Date: _____ Expires: _____

Signature: _____ Date: _____ Expires: _____

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the Detroit Belle Isle Grand Prix, Inc. (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No. CPD 2726943

Printed Name of Contractor: Detroit Belle Isle Grand Prix, Inc.
 (Type or Print Legibly)

Contractor Address: 300 Renaissance Center, Suite 2311 (Level 2) Detroit, MI 48243
 (City) (State) (Zip)

Contractor Phone/E-mail: (866) 464-7749 1.DVD.BELLEISLE@RENAISSANCE.COM
 (Phone) (E-mail)

Printed Name & Title of Authorized Representative: CLAUDE H DENVER - PRESIDENT

Signature of Authorized Representative: *[Signature]*

Date: 11/9/11

*** This document MUST be notarized ***

Signature of Notary: *[Signature]*

Printed Name of Seal of Notary: Minette Shimzari

My Commission Expires: 6 / 7 / 2016

MINETTE SHIMZARI
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES JAN 7, 2016
 IN THE COUNTY OF

For Office Use Only:	
Cov. Rec'd: <u>11 / 9 / 11</u> in	Department Name: <u>RECREATION</u>
<input checked="" type="checkbox"/> Accepted by: <u>Jeff BRINMAN</u>	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434.	

CITY OF DETROIT
ACCOUNT'S RECEIVABLE CLEARANCE FORM
 PLEASE FORWARD IN DUPLICATE TO ROOM 1012 (CCB)
 COLEMAN A YOUNG MUNICIPAL CENTER
 REVENUE COLLECTIONS- (313) 224-4087

SECTION A: From: CITY ENGINEERING HEALTH LAW POLICE
 RECREATION WATER & SEWERAGE
 OTHER: _____
 ADDRESS OF DEPARTMENT: 18100 MEYERS ROAD, UPPER LEVEL
 CONTACT PERSON: SCOTT BRINKMANN PHONE NUMBER: (313) 224.1109
 DATE SENT: NOVEMBER 07, 2011

SECTION B: CORPORATION
 CORPORATION NAME: Detroit Belle Isle Grand Prix, Inc.
 ADDRESS: 300 Renaissance Center, Suite 2311 (Level 2) Detroit, MI 48243
 OWN LEASE CURRENT TAX IDENTIFICATION NUMBER: 38-3293334
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: 019912177.25
 CONTACT PERSON: Cindy Wells PHONE NUMBER: (866) 864-7749 313.748.1800

SECTION C: PARTNERSHIP
 BUSINESS NAME: _____
 ADDRESS: _____ OWN LEASE
 CURRENT TAX IDENTIFICATION NUMBER: _____
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____
 A. PARTNER'S NAME: _____ PHONE NUMBER: _____
 HOME ADDRESS: _____ CITY/STATE/ZIP: _____
 OWN LEASE SOCIAL SECURITY NUMBER: _____
 OTHER CITY PROPERTY OWNED ADDRESSES: _____
 B. PARTNER'S NAME: _____ PHONE NUMBER: _____
 HOME ADDRESS: _____ CITY/STATE/ZIP: _____
 OWN LEASE SOCIAL SECURITY NUMBER: _____
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____
 CONTACT PERSON _____ PHONE NUMBER _____

SECTION D: SOLE PROPRIETORSHIP
 OWNER'S NAME: _____
 HOME ADDRESS: _____ OWN LEASE
 CITY/STATE/ZIP: _____
 BUSINESS NAME: _____
 BUSINESS ADDRESS: _____ OWN LEASE
 SOCIAL SECURITY NUMBER: _____ PHONE NUMBER: _____
 CITY/STATE/ZIP: _____
 CURRENT TAX IDENTIFICATION NUMBER: _____
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

SECTION E: PERSONAL SERVICES
 NAME: _____
 HOME ADDRESS: _____ OWN LEASE
 CITY/STATE/ZIP: _____
 SOCIAL SECURITY NUMBER: _____ PHONE NUMBER: _____
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

For TREASURY COLLECTION USE ONLY	For INCOME TAX DIVISION USE ONLY
<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED WITH ATTACHMENTS CLEARANCE VALID UNTIL <u>AUG 15 2012</u> <u>Mary Shaw</u> 11-9-2011 SIGNATURE DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED SIGNATURE DATE

ACORD ^{CA} CERTIFICATE OF LIABILITY INSURANCE

Client#: 16728

DETDE

DATE (MM/DD/YYYY)
11/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, this policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Naughton Insurance, Inc. P.O. Box 6192 Providence, RI 02940 401 433-4000	CONTACT NAME PHONE FAX ADDRESS PRODUCER CREDENTIALS
INSURED Detroit Belle Isle Grand Prix, Inc. 2555 Telegraph Road Bloomfield Hills, MI 48302	INSURER(S) AUTOMOBILE COVERAGE INSURER A: Evantion Insurance Co. INSURER B: RSUI Indemnity Co. INSURER C: Amersure Mutual Insurance INSURER D: Travelers Property Casualty Co. INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	POLICY NUMBER	ISSUE DATE	EXPIRES	COVERAGE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-WIDE <input checked="" type="checkbox"/> OCCUR	110LPR160170	07/01/2011	07/01/2012	EACH OCCURRENCE BODILY INJURY PROPERTY DAMAGE PERSONAL & ADVERTISING GENERAL AGGREGATE PRODUCTS - COMPLETION POLICY	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$5,000,000 \$1,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9871C50311	02/08/2011	02/08/2012	COMBINED SINGLE LIMIT (All modes) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
B	UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA RECYCLE RETELETYPE	111A058041	10/14/2011	04/14/2012	EACH OCCURRENCE AGGREGATE	\$18,000,000 \$19,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEHICLE INVOLVED (Mandatory in MI) Every person under description of occupation	WVC207843200	10/12/2011	10/12/2012	WORKERS COMPENSATION EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS (LOCATION)/VEHICLES (LIST ACORD 111, LISTED IN THIS CERTIFICATE, WHERE SPACE IS LIMITED)
Certificate Holder Included as Additional Insured, insofar as the operations of the named insured.

CERTIFICATE HOLDER City of Detroit Recreation Department 18100 Meyers, Upper Level Detroit, MI 48235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

Amendment No. 1
to
Contract between the City of Detroit
and
Detroit Belle Isle Grand Prix, Inc.
and Permit for the Detroit Grand Prix Races
and Temporary Closing of City Streets

This Amendment No. 1, effective on September 22, 2011, is executed by and between the City of Detroit, a Michigan municipal corporation (hereinafter referred to as the "City") and Detroit Belle Isle Grand Prix, Inc., a Michigan not-for-profit corporation (hereinafter referred to as "DBI") is made relative to the holding of the Detroit Grand Prix Races and closing of city streets related thereto.

WITNESSETH:

WHEREAS, the City and DBI entered into that certain contract between the City of Detroit and Detroit Belle Isle Grand Prix, Inc. and permit for the Detroit Grand Prix Races and Temporary Closing of City Streets effective on November 1, 2006 (the "Agreement"); and

WHEREAS, the City Council of the City adopted a resolution (the "Resolution") declaring the Racing Events (as defined in the Agreement) to be for public purposes, including the promotion of commerce and tourism and for the benefit of the citizens of the City; and

WHEREAS, the City Council of the City, by the Resolution, authorized the issuance of a permit to DBI, pursuant to the City Motor Vehicle Racing Act of 1981 (the "Act"), and authorized the Mayor of the City to enter into the Agreement, on behalf of the City, to effectuate the terms of the Resolution; and

WHEREAS, DBI's plans for the 2009, 2010 and 2011 Grand Prix Races were suspended due to the general economic conditions prevailing in Michigan and the rest of the United States of America; and

WHEREAS, as a result of improving general economic conditions, DBI, one of whose Board of Directors members is Roger S. Penske, intends to conduct Grand Prix Races in the City on certain City streets in 2012, 2013 and 2014, subject to the terms of the Agreement; and

WHEREAS, DBI and the City are agreeable to amending the Agreement to provide for DBI's conduct of the 2012, 2013 and 2014 Grand Prix Races in the City, subject to the terms of the Agreement; and

WHEREAS, the City Council of the City has adopted a resolution (hereinafter referred to as the "2011 Resolution") declaring the 2012, 2013 and 2014 Racing Events to be for public purposes, including the promotion of commerce and tourism and for the benefit of the citizens of the City; and

WHEREAS, the City Council of the City, by the 2011 Resolution, authorized the extension of the permit issued to DBI pursuant to the Act, and authorized the Mayor of the City to enter into an amendment of the Agreement on behalf of the City, to effectuate the terms of the 2011 Resolution.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings, and benefits to accrue to the parties and the public, the parties hereby agree as follows:

1. Section 2.01 of the Agreement is hereby amended to: (A) delete the words "and 2011," and to substitute the phrase ", 2011, 2012, 2013 and 2014," and (B) delete the words "including 2011." and to substitute the words "including 2014."
2. Section 3.01 of the Agreement is hereby amended to include 2012, 2013 and 2014 for the racing event.
3. Section 7.02 is hereby amended to add the following to the existing chart:

On the Payment Date following the conduct of the Racing Event specified below:	The sum of
2012	\$150,000
2013	\$175,000
2014	\$200,000

4. The references to "2011" in Section 10.02 are changed to "2014".
5. Section 16.01 is hereby amended to delete the references to "2010", "2012 through 2015" and "December 31, 2010" and to substitute "2014", "2015 through 2018" and "December 31, 2014", respectively.
6. Exhibit F of the Agreement is amended to delete the references to "2009", "2010" and "2011" and to substitute "2011", "2012" and "2013", respectively.
7. Other than as set forth in this Amendment No. 1, the Agreement shall continue in full force and effect.
8. This Amendment No. 1 may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution thereof, the City shall submit to DBI a confirmed copy of this Amendment No. 1.

IN WITNESS WHEREOF, the City and DBI, by and through their authorized officers and representatives, have executed this Amendment No. 1 as of the date first above written.

DETROIT BELLE ISLE GRAND PRIX, INC.

By: [Signature]
Its: AGENT

MAYOR, CITY OF DETROIT
[Signature]
Hon. Dave Bing, Mayor

POLICE CHIEF, CITY OF DETROIT
[Signature]
Chief

RECREATION DEPARTMENT
CITY OF DETROIT
[Signature]
Alicia C. Painter, Director

DEPARTMENT OF PUBLIC WORKS
CITY OF DETROIT
[Signature]
Director

This Contract was approved by
Council on MAR 6 2012, 2011
[Signature] 3-9-12
Purchasing Director Date

Approved by Law Department as to Form
and Execution Pursuant to §6-406 of the
Charter of the City of Detroit
[Signature] 2-3-12
Corporation Counsel Date

THIS AMENDMENT NO. 1 IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

2011/Agmt/11-075(01)

CORPORATION CERTIFICATE OF AUTHORITY. DB1

I, Paul W. Trulik, Corporate Secretary of
(name of corporate secretary)
Detroit Belle Isle Grand Prix, Inc., u Michigan
(complete name of corporation) (state of incorporation)

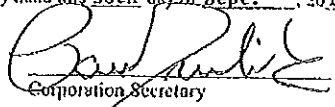
nonprofit corporation (the "Corporation"), DO HEREBY CERTIFY that the
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on Sept. 30, 2011, and that the same is now in full force and effect
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and
the Secretary and each of them, is authorized to execute and deliver, in the name of and
on behalf of the Corporation and under its corporate seal or otherwise, any agreement or
other instrument or document ("Contract") in connection with any matter or transaction
that shall have been duly approved; and the execution and delivery of any Contract by
any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that Roger S. Penske is Chairman,
Claude (Bud) Denker is President,
Ann Lang is (are) Vice President(s),
Paul W. Trulik is Treasurer,
Paul W. Trulik is Secretary,
_____ is Executive Director, and
_____ is _____

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the
Corporation are authorized to execute and commit the Corporation to the conditions, obligations,
stipulations and undertakings contained in Contract No. _____ between the City and
the above-referenced Corporation and that all necessary corporate approvals have been obtained
in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 30th day of Sept., 2011.
CORPORATE SEAL
(if any)


Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF
YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS
A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON
BEHALF OF THE CORPORATION.

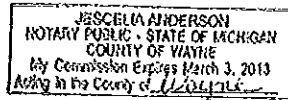
*Amendment No. 1 to

CITY ACKNOWLEDGMENT- MAYOR

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

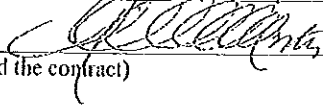
The foregoing contract was acknowledged before me the 6th day of October,
2011, by Dave Bing
(name of person who signed the contract)
the Mayor
(title of person who signed the contract as it appears on the contract)
of Mayor's Office
(complete name of the City department)
on behalf of the City.

Jescelia Anderson
Notary Public, County of WAYNE
State of MICHIGAN
My commission expires: 3-3-2013

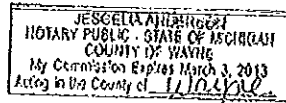


CITY ACKNOWLEDGMENT-RECREATION DEPARTMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 22nd day of September,
20 11, by Alicia C. Hinter 
(name of person who signed the contract)
the Director
(title of person who signed the contract as it appears on the contract)
of Detroit Recreation Department
(complete name of the City department)
on behalf of the City.

Jesselia Anderson
Notary Public, County of Wayne
State of Michigan
My commission expires: 3-3-2013



CITY ACKNOWLEDGMENT - Department of Public Works

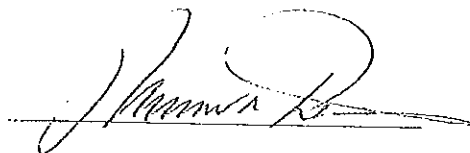
STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 20th day of October,
2011, by Ron Brumbridge
(name of person who signed the contract)

the Director
(title of person who signed the contract as it appears on the contract)

of Department of Public Works
(complete name of the City department)

on behalf of the City.



Notary Public, County of _____

State of _____



JOSE T ABRAHAM
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 28, 2016
Kalamazoo County

My commission expires: _____

