

- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be in Tarrant County, Texas.
- c. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and the remainder of this Agreement shall be fully enforced.
- d. It is expressly understood and agreed that, in the execution of this Agreement, the parties do not waive, nor shall they be deemed hereby to have waived any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- e. This Agreement is intended for the benefit of the parties listed and no rights or interest in this Agreement shall extend to any third party.

EXECUTED TO BE EFFECTIVE as of the 17 day of September, 2014.

RUNFAR RACING SERVICES, INC.

By: [Signature]
Name: Raul Najera
Title: President
Date Signed: 9/14/14

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Name: Kelly Hall
Title: Coordinator
Date Signed: 9/15/14