

FIRST AMENDMENT TO MARKETING AGREEMENT

Lake Placid/Essex County CVB

THIS FIRST AMENDMENT TO MARKETING AGREEMENT (this "Amendment") is made as of July 12, 2012 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **LAKE PLACID/ESSEX COUNTY CONVENTION AND VISITORS BUREAU**, a New York municipal corporation ("Bureau").

This Amendment amends that certain **MARKETING AGREEMENT**, executed August 10, 2009, between WTC and Bureau (the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to such terms in the Agreement. The parties hereto agree as follows:

CONDITIONS PRECEDENT

1. This Amendment shall not become effective until both of the following occur: (a) WTC and **VILLAGE OF LAKE PLACID, INC.** execute and deliver a written amendment of that certain **HOST AGREEMENT**, executed August 3, 2009, between such parties; and (b) WTC and **TOWN OF NORTH ELBA** execute and deliver a written amendment of that certain **HOST AGREEMENT**, executed August 10, 2009, between such parties; which amendments would extend the respective effective terms of such agreements through 2017 (among other amendments made).

AMENDMENTS TO MAIN BODY OF AGREEMENT

2. In the first "Whereas" clause of the Agreement, "2012" is hereby deleted and replaced with "2017."
3. **Section 2** of the Agreement is hereby deleted in its entirety and restated as follows:

2. **Term.** The term of this Agreement ("Term") shall be for the years 2010 through 2017, unless sooner terminated in accordance with the provisions contained herein.

4. **Section 4.c.** of the Agreement is hereby deleted in its entirety.
5. **Section 4.d.** of the Agreement is hereby deleted in its entirety and restated as follows:

d. WTC will provide an enhanced live global Web streaming broadcast of each Event to potentially include: multiple camera views that can be chosen by user; a video on demand feature for which Bureau may provide content; athlete tracker functionality and streaming on a single page; direct link from streaming site to social media; footage archived for recaps and media shows.

6. Section 4.e. of the Agreement is hereby deleted in its entirety and restated as follows:

e. WTC will provide Bureau recognition with a major sponsor benefits package relating to the Event, such benefits to include expo booth space, signage at competition areas, logo placement on WTC-created printed material, logo placement and banner ads on the Event web site, three (3) Event entries, and thirty (30) VIP packages.

7. Section 5.a. of the Agreement is hereby deleted in its entirety and restated as follows:

a. Bureau agrees to pay to WTC annual marketing fees, to offset a portion of WTC's marketing and media costs in connection with the Events, as follows:

For the year 2010	\$ 45,000.00 USD	Payable in full by November 30, 2010
For the year 2011	\$ 50,000.00 USD	Payable in full by November 30, 2011
For the year 2012	\$ 55,000.00 USD	Payable in full by August 1, 2012
For the year 2013	\$ 60,000.00 USD	Payable in full by August 1, 2013
For the year 2014	\$ 65,000.00 USD	Payable in full by August 1, 2014
For the year 2015	\$ 70,000.00 USD	Payable in full by August 1, 2015
For the year 2016	\$ 75,000.00 USD	Payable in full by August 1, 2016
For the year 2017	\$ 80,000.00 USD	Payable in full by August 1, 2017

With respect to 2010 and 2011, the above payments shall be paid by Bureau in equal installments in February, April, June, August, September, and November of each year, with the final payment due on or before November 30 of each such year.

With respect to each other year, the above payments shall be paid by Bureau in two equal installments on February 1 and August 1 of each such year.

AMENDMENTS TO SCHEDULE 'A'

8. Section 3 under the subheading "Obligations and Undertakings of Bureau" in Schedule A to the Agreement is hereby deleted in its entirety and restated as follows:

3. Bureau will provide WTC with thirteen (13) complimentary rooms (totaling one hundred (100) total room nights) in the Village of Lake Placid for the week of each Event, exact breakdown and room count to be provided by WTC at least 120 days in advance of the Event.

within thirty (30) days after receipt of such conflict notice. If such a mutually agreeable resolution is not reached despite the Parties' best efforts, WTC and the Bureau agree that ORDA, in its sole discretion, shall have the final decision on the manner and extent of advertising and activation, at or in the ORDA Venues, with respect to the WTC sponsorship that is the subject of such conflict notice.

12. Section 10 under the subheading "Obligations and Undertakings of the Bureau" in Schedule A to the agreement is hereby added and stated as follows:

10. In conjunction with Village of Lake Placid, Bureau will provide WTC with use of the Main Street parking lot across from the post office, at no cost to WTC, for purpose of registration, expo, merchandise, and post-race awards activities beginning the Monday morning before the Event through the Tuesday afternoon after each Event. All necessary ancillary services associated with the facilities will be provided by Bureau to WTC, at no cost to WTC.

AMENDMENTS TO SCHEDULE 'B'

13. Sections 7 and 8 under the subheading "Obligations and Undertakings by WTC" in Schedule B to the Agreement are hereby deleted in their entirety.

OTHER PROVISIONS

14. All terms and conditions of the Agreement shall remain unchanged except to the extent modified by this Amendment.

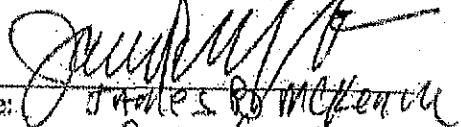
* * * * *

The parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

WORLD TRIATHLON CORPORATION

LAKE PLACID/ESSEX COUNTY
CONVENTION AND VISITORS BUREAU

By: 
Name: STEVE MECKFESSEL
Title: MANAGING DIRECTOR -
GLOBAL RACE OPERATIONS

By: 
Name: JAMES R. MCKEON
Title: PRES / CEO

9. **Section 7** under the subheading "Obligations and Undertakings of Bureau" in **Schedule A** to the Agreement is hereby added and stated as follows:

7. Bureau will secure, in conjunction with Olympic Regional Development Authority (ORDA), the Herb Brooks 1980 Olympic Arena, at no cost to WTC, for use in hosting the Friday evening pre-race Welcome Banquet. Bureau will provide, at no cost to WTC, all tables, chairs, and supporting equipment for the pre-race Welcome Banquet. All ancillary services associated with the facilities will be provided to WTC, at no cost to WTC. Bureau will pay all labor fees associated with the set-up and tear down of the equipment for the pre-race Welcome Banquet. WTC agrees to contract (on terms reasonably acceptable to WTC) with the house catering company "Centerplate" to provide catering for the pre-race Welcome Banquet.

10. **Section 8** under the subheading "Obligations and Undertakings of Bureau" in **Schedule A** to the Agreement is hereby added and stated as follows:

8. In conjunction with ORDA, Bureau will provide WTC with use of the facilities at Lake Placid Conference Center, at no cost to WTC, for use as registration, expo, merchandise, VIP, awards function, race office, day-after-race activities, massage, or any other related ancillary activities, at WTC's discretion, for the week of each Event, beginning the Monday before the Event through the Monday after each Event. No facility or labor fees will be charged to WTC for the duration of WTC's usage of such facilities. WTC will not be charged for Internet or any other ancillary charges for the duration of WTC's usage of such facilities. If WTC decides to host a volunteer party function, Bureau will secure the necessary facilities for use as a volunteer party function, at no cost to WTC, other than the cost for food served at the volunteer party function.

11. **Section 9** under the subheading "Obligations and Undertakings of Bureau" in **Schedule A** to the Agreement is hereby added and stated as follows:

9. With regard to WTC sponsorship advertising and activation at or in ORDA-operated or ORDA-managed venues (collectively, "ORDA Venues"), WTC and Bureau acknowledge that each of WTC and ORDA has existing sponsorship agreements with third parties, and may have additional such sponsorships in the future. In an effort to avoid conflicts among sponsors, no later than 150 days prior to the Event WTC shall provide to Bureau and ORDA a written list of the specific names, advertising, and activation requirements of each WTC sponsor for which WTC desires to provide advertising or other sponsorship activation at or in any ORDA Venues in connection with the Event, which advertising and activation may include, without limitation, signage, displays, serving, and/or sampling. If any WTC sponsor's advertising and activation requirements conflict with an existing ORDA sponsor, Bureau shall provide (or Bureau shall cause ORDA to provide) written notice of such conflict to WTC. Bureau, WTC and ORDA shall use their best efforts to determine a mutually agreeable resolution (as between WTC and ORDA)

FIRST AMENDMENT TO HOST AGREEMENT

Village of Lake Placid

THIS FIRST AMENDMENT TO HOST AGREEMENT (this "Amendment") is made as of May __, 2012 (the "Effective Date") by and between WORLD TRIATHLON CORPORATION, a Florida corporation ("WTC"), and VILLAGE OF LAKE PLACID, INC., a New York municipal corporation, ("VILLAGE").

This Amendment amends that certain HOST AGREEMENT, executed August 3, 2009, between WTC and VILLAGE (the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to such terms in the Agreement. The parties hereto agree as follows:

AMENDMENTS

- 1. In the first "Whereas" clause of the Agreement, "2012" is hereby deleted and replaced with "2017."
- 2. Section 2 of the Agreement is hereby deleted in its entirety and restated as follows:

2. **Term.** The term of this Agreement ("Term") shall be for the years 2010 through 2017, unless sooner terminated in accordance with the provisions contained herein.

- 3. Section 4.c. of the Agreement is hereby deleted in its entirety.
- 4. Section 4.d. of the Agreement is hereby deleted in its entirety and restated as follows:

d. Ironman will provide an enhanced live global Web streaming broadcast of each Event to potentially include; multiple camera views that can be chosen by user; a video on demand feature; athlete tracker functionality and streaming on a single page; direct link from streaming site to social media; footage archived for recaps and media shows.

- 5. The term "volunteer director" is hereby deleted from Section 2 of Schedule B to the Agreement.

OTHER PROVISIONS

- 6. All terms and conditions of the Agreement shall remain unchanged except to the extent modified by this Amendment.

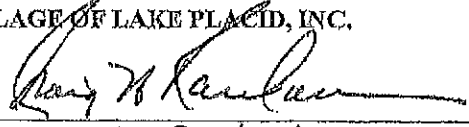
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The parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

WORLD TRIATHLON CORPORATION

VILLAGE OF LAKE PLACID, INC.

By: 
 Name: STEVE MECKFESSEL
 Title: CHIEF OPERATIONS OFFICER

By: 
 Name: CRAIG RANDALL
 Title: MAYOR

FIRST AMENDMENT TO HOST AGREEMENT

North Elba

THIS FIRST AMENDMENT TO HOST AGREEMENT (this "Amendment") is made as of May __, 2012 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **TOWN OF NORTH ELBA**, a New York municipal corporation, ("NORTH ELBA").

This Amendment amends that certain HOST AGREEMENT, executed August 10, 2009, between WTC and NORTH ELBA (the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to such terms in the Agreement. The parties hereto agree as follows:

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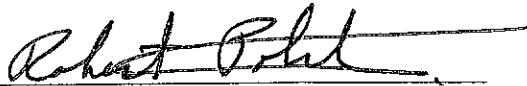
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The parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

WORLD TRIATHLON CORPORATION

TOWN OF NORTH ELBA

By: _____
Name: STEVE MECKFESSEL
Title: CHIEF OPERATIONS OFFICER

By: 
Name: _____
Title: *Town Supervisor*

FIRST AMENDMENT TO HOST AGREEMENT

Village of Lake Placid

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* * * * *

The parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

WORLD TRIATHLON CORPORATION

VILLAGE OF LAKE PLACID, INC.

By: _____
Name: STEVE MECKFESSEL
Title: CHIEF OPERATIONS OFFICER

By: _____
Name:
Title:

FIRST AMENDMENT TO HOST AGREEMENT

North Elba

THIS FIRST AMENDMENT TO HOST AGREEMENT (this "Amendment") is made as of May __, 2012 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and **TOWN OF NORTH ELBA**, a New York municipal corporation, ("NORTH ELBA").

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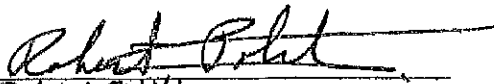
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WORLD TRIATHLON CORPORATION

TOWN OF NORTH ELBA

By: 
 Name: STEVE MECKFESSEL
 Title: CHIEF OPERATIONS OFFICER

By: 
 Name: Robert Politi
 Title: Town Supervisor