

Attachment B

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**AMENDMENT NO. 1
TO AGREEMENT A-14210
BY AND BETWEEN
COUNTY OF MONTEREY
AND
WEATHERTECH DIRECT, LLC**

THIS AMENDMENT NO. 1 to the Agreement A-14210 (“Agreement”) between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and WeatherTech Direct, LLC (hereinafter referred to as "Sponsor") dated April 1, 2018 is hereby entered into between the County and the Sponsor (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below with respect to the following:

WHEREAS, on April 1, 2018, County and MacNeil Automotive Products Limited (hereinafter referred to as “MacNeil”) entered into Agreement for exclusive title sponsorship of the Raceway at Laguna Seca Recreational Area, in the amount of \$5,000,000 for the term April 1, 2018 through December 31, 2022 with the right of negotiation to renew for an additional 5 years between the years 2023-2027; and.

WHEREAS, on March 22, 2022, MacNeil assigned to Sponsor its rights, title, interest in and to, and all of its terms convenience, conditions and obligations under the Agreement to Sponsor, and

WHEREAS, on March 23, 2022 an “Assignment and Assumption of Contract” with an effective date retroactive to March 22, 2022 was signed by MacNeil to authorize the assignment of the Agreement from MacNeil to Sponsor pursuant to Section 13 of the Agreement; and

WHEREAS, County and Sponsor wish to amend the Agreement; and

WHEREAS, Amendment 1 is necessary to acknowledge modifications of payment terms beginning in August of 2020 and the Assignment and Assumption of the Contract; and

WHEREAS, the Agreement requires revision to update insurance language in Exhibit D, Insurance Requirements; and

WHEREAS, this Amendment No. 1 is necessary due to County’s continued need to promote Sponsor’s trademarks with third parties; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately six (6) additional months to June 30, 2023 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, County and Sponsor hereby agree to amend the Agreement in the following manner:

1. All references to MacNeil Automotive Products Limited shall be replaced with WeatherTech Direct, LLC.
2. **Recital 2**, which states “WHEREAS the Sports Car Racing Association of the Monterey Peninsula (“SCRAMP”) manages the raceway at LSRA for Monterey County, and is the County’s agent for such purposes” shall be deleted in its entirety.
3. **Paragraph 3(a)-(b)** shall replace the name “SCRAMP” with “authorized manager.” All other remaining portions shall remain the same.
4. **Paragraph 4** – shall be amended to add subsection (b) as follows:
The Parties acknowledge that no payment was rendered in August of 2020, as was otherwise required by the Agreement. The Parties agree that in consideration of the terms set out in Amendment 1, Sponsor shall provide the payment of five-hundred thousand dollars (\$500,000) due by January 1, 2023, in lieu of the August 2020 payment.
5. **Paragraph 5(a)(i)** shall be replaced in its entirety with the following: “Sponsor hereby grants to the County the non-exclusive license and right to use trademarks, trade names, service marks, insignias or logos owned by Sponsor (collectively, “WeatherTech Marks”), subject to WeatherTech’s approval and provided, however, that the County is only authorized to use the WeatherTech Marks in connection with the words “WeatherTech Raceway at Laguna Seca.”
6. **Paragraph 5(a)(iii)** shall be replaced in its entirety with the following:
“The limited license and right granted hereunder is non-assignable and shall not be sub-licensed with exception for (1) promoters of Major Race Events and others as necessary to perform the terms of this Agreement and (2) the County shall have the right to sublicense Sponsor’s marks to third parties to include its name and trademarks in product placement agreements, other promotional and advertising materials, and any other agreements or relationships entered into by the County in support of the use and promotion of WeatherTech® Raceway at Laguna Seca.”
7. **Paragraph 8(a)** shall be deleted in its entirety and amended as follows:
The Term of the Agreement shall begin on the Effective Date and end on June 30, 2023 (“Term”), unless sooner terminated in accordance with the Agreement.
8. **Paragraph 8(b)** shall be deleted in its entirety and amended as follows:
Beginning on January 1, 2023 and continuing through February 1, 2023 (“Extension Period”), Sponsor shall have the exclusive right of first negotiation to extend the Agreement for an additional 5-year period with the County beginning July 1, 2023 through June 30, 2028. If the Parties do not come to an agreement within the Extension Period, the County shall be free to

negotiate with any other entity for naming rights sponsorship to begin at the conclusion of the Term.

9. **Paragraph 11** shall be deleted in its entirety and amended as follows:
The County shall coordinate with the active LSRA management company to provide the insurance coverage as determined necessary by the County. WeatherTech®, its officers and employees shall be named an additional insured.
10. **Exhibit D, Insurance Requirements** shall be deleted.
11. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
12. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on April 1, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which

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Amendment No. 1 to LSRA Sponsorship Agreement

WeatherTech Direct, LLC Term: 2018-2023

Term: April 1, 2018 – June 30, 2023

NTE: \$5,000,000

shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**


Leslie J. Girard, County Counsel

By: DocuSigned by:

65EE9F1502BD412
Deputy County Counsel
Marina Pantchenko

Date: 6/23/2022 | 8:14 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:

4E7E657875454AE...
Auditor/Controller

Date: 6/23/2022 | 8:58 AM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel**

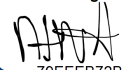
Leslie J. Girard, County Counsel

By: _____

Date: _____


WeatherTech Direct, LLC

Contractor's Business Name

By: DocuSigned by:

79EEEB72BCA74EC
(Signature of Chair, President or Vice President)

Its: DocuSigned by:
David MacNeil CEO
(Print Name and Title)

Date: 6/22/2022 | 4:46 PM PDT

By: DocuSigned by:

2833F11FB5014D2...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Jennifer Santelli-Burns CFO
(Print Name and Title)

Date: 6/22/2022 | 7:57 PM PDT

***INSTRUCTIONS:**

If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313.

If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers.

If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.