

Attachment A

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EVENT AGREEMENT

This Event Agreement (the “Agreement”) between Porsche Cars North America, Inc., a Delaware corporation, (“Porsche” or “PCNA”) with its principal place of business located at One Porsche Drive, Atlanta, Georgia 30354 and the County of Monterey, a political subdivision of the State of California (the “County”), with its principal place of business at 1441 Schilling Place 2nd Floor South, Salinas, CA 93901, is entered into and is effective as of _____, 2022. Porsche and County may be referred to herein as “party”, or collectively as the “parties”.

RECITALS

WHEREAS Porsche and County are wanting to conduct in cooperation a motorsports event at the Laguna Seca Recreation Area at the WeatherTech[®] Raceway at Laguna Seca (collectively the “Facility” or “WeatherTech Raceway”); and

WHEREAS County owns and/or controls the Facility and wishes to collaborate with Porsche to conduct a motorsports event known as the “Porsche Rennsport Reunion VII” (the “Event”) at the Facility; and

WHEREAS the parties are willing to conduct the Event in accordance with the terms and conditions of this Agreement along with the exhibits as set forth below and incorporated by reference in the Agreement.

NOW, THEREFORE, Porsche and County, in consideration of the mutual promises set forth below and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, agree as follows:

AGREEMENT

1. The Agreement. The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:
 - 1.01 Exhibit A: Event Summary
 - 1.02 Exhibit B: Porsche Obligations
 - 1.03 Exhibit C: Sponsorship Obligations
 - 1.04 Exhibit D: County Obligations
 - 1.05 Exhibit E: Advertising and Use of Registered Trademarks
 - 1.06 Exhibit F: Insurance and Indemnification
2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.

3. Designation of County Agent. In its discretion, the County may designate an agent and/or Manager to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement.
 - 3.01 Manager appointed by County may operate, manage, and maintain the Facility for and on behalf of County.
 - 3.02 Porsche acknowledges that a County appointed Manager is the County's onsite manager for the Facility and Porsche shall follow direction from Manager regarding daily use and operations of the Facility.
 - 3.03 Despite County's designation of Manager, County remains responsible for all final decisions, rights, and obligations under this Agreement.
 - 3.04 The County, in its sole discretion, may replace Manager's designation.
4. Events of Default. For purposes of this Agreement, the following constitutes a "Default":
 - 4.01 Failure of either party to abide by the terms and conditions of this Agreement combined with a failure to cure within thirty (30) days of receipt of written notice of the breach.
 - 4.02 Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement.
 - 4.03 A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties. Notwithstanding anything contained herein to the contrary, the change in County government employees, management, or elected officials shall not be deemed a change in control or management.
 - 4.04 A statement by either party that it is not or will not be able to pay its debts as they become due; an application or agreement by either party for the appointment of a receiver or trustee in liquidation; a general assignment by either party for the benefit of creditors; the filing by either party of a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement of creditors under any bankruptcy law; the filing by another person or entity of a petition under any bankruptcy law that makes either party, or the adjudication of either party, a bankrupt under any bankruptcy law.
5. Termination.
 - 5.01 Notice of Termination by either party is effective as of the date the notice is received. Porsche may not cancel event less than 60-days prior to the Event. Termination occurring 60-days or less prior to the Event, Porsche shall pay a flat \$32,400 fee per unlimited sound day, based on the agreed upon dates of the

Agreement, unless cancellation is due to local, county, and/or state health official directives due to ongoing global health concerns. County may not terminate for any reason other than as set forth in Section 5.03.

5.02 Default Caused by County: If there is a Default caused by County, at its option Porsche may, by written notice to County:

5.02.1 Terminate this Agreement or the sanction granted by this Agreement.

5.02.2 Receive a refund of any previously paid fees.

5.03 Default by Porsche: If there is a Default caused by Porsche, at its option County may, by written notice to Porsche:

5.03.1 Terminate this Agreement and retain all payments made and collect all payments due under this Agreement; and

5.03.2 Require the Porsche to hold harmless the County, its Board of Supervisors, officers, agents, and employees from any loss resulting from Porsche's Default.

5.04 County's Rights and Remedies Upon Termination:

5.04.1 Upon Termination, Porsche shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.

5.04.2 All other terms and conditions of this Agreement shall survive such termination.

5.04.3 Nothing in this Article shall be construed to limit County's other rights or remedies.

6.0 Indemnification.

6.01 County shall indemnify and hold Porsche, its board, officers, agents, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the Event or County's obligations under this Agreement or latent or patent defects at the Facility, except to the extent that such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Porsche.

6.02 Porsche shall indemnify and hold County, its Board of Supervisors, officers, agents, including Manager, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of Porsche's obligations under this Agreement, except to the extent such claim, allegation,

demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of County.

7.0 Notice. Unless otherwise permitted herein, notice required by the Agreement shall be given by overnight mail or other express service, postage prepaid, addressed as follows:

7.01 TO PORSCHE:

Vice President, Marketing
One Porsche Drive
Atlanta, GA 30354

7.02 TO COUNTY:

Ryan Bell, Monterey County Laguna Seca Representative
County of Monterey
Public Works, Facilities & Parks
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901

and

John Narigi, President and General Manager
Laguna Seca Recreation Area
1021 Monterey Salinas Highway
Salinas, CA 93908

7.03 Either party may change the person(s) or locations to which notice must be given pursuant to this Section, by providing written notice to the other party in accordance herewith.

8.0 Entire Agreement. This Agreement constitutes the entire agreement between Porsche and County. All previous communications and negotiations between Porsche and County/Manager, whether oral or written, not contained herein are hereby withdrawn and void.

9.0 Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.

10.0 Assignment; No Joint Venture and Related Matters. A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. The rights and obligations contained in this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed to place Porsche in the relationship of a partner or joint venture with County or Manager. Neither party may or has power to obligate or bind the other party in any manner other than as expressly provided for in this Agreement.

- 11.0 Construction of Agreement. The County and Porsche agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 12.0 Authority. Any individual executing this Agreement on behalf of the County or Porsche represents and warrants hereby that the individual has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 13.0 Governing Law, Jurisdiction and Related Matters. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, California, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.
- 14.0 Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event (“Altered Event”), or for any damages suffered by such other party, to the extent any delay, Altered Event or non-performance is due to causes beyond the control of the first party, including but not limited to acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Porsche shall receive full compensation of fees paid, minus net costs of fulfillment at the date of the Altered Event. The parties acknowledge that the World Health Organization has declared a pandemic for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), the United States government has declared a national emergency, and the United States government and various state, county and local governments have imposed (or may impose in the future) severe restrictions and limitations on, and policies and guidelines applicable to, the day-to-day activities of businesses and individuals, including sporting events. Accordingly, Porsche intends to continue certain vehicle racing activities for 2023, the scope and nature of which are (or may be), notwithstanding anything in the Agreement to the contrary, subject to or limited by certain requirements and/or limitations, including the following (collectively, the “Operational Limitations”): (i) adherence to applicable government restrictions, limitations, policies, directives, orders and/or guidelines, both at race events and with respect to Porsche’ operations generally, and those of the Centers for Disease Control, OSHA, EEOC and other applicable agencies or organizations, (ii) following recommended protocols for medical screening and testing for communicable disease(s), including severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), and or any mutation, strain or variation thereof (“COVID-19”), (iii) quarantine or shelter-in-place for those who are sick or who have

COVID-19 symptoms, and appropriate contact tracing, (iv) proper sanitation and disinfection of common and high-traffic areas and use of healthy hygiene practices, (v) use of social distancing and following suggested guidelines for personal protective equipment, (vi) execution of applicable communicable disease related hold harmless, release, waiver of liability, and indemnity agreements, and (vii) subject to the provisions below, potential restrictions on individuals attending race events (including travel restrictions) and/or having access to the paddock or other restricted areas. In the event a party believes in good faith that it is necessary to cancel, suspend, postpone or reschedule the Event in whole or in part for any reason relating to COVID-19 and/or the Operational Limitations, the parties will promptly consult with each other in good faith and mutually agree upon the proper actions considering applicable governmental directives or orders and will mutually agree on appropriate adjustments to the Agreement in connection therewith. Notwithstanding anything contained in the Agreement to the contrary, neither party shall be liable for, or in breach or default due to any failure or delay in performance under the Agreement to the extent such failures or delays are proximately caused by or related to applicable government directives or orders or if COVID-19 and/or the Operational Limitations makes it commercially impractical, illegal, inadvisable or impossible, in whole or in part, to perform the applicable terms of the Agreement or the purpose of the Agreement is frustrated. In the event of a complete (i.e., neither racing nor spectators allowed) cancellation, due to a Force Majeure, no rental fee will be due from Porsche and the parties will work together to determine a fair allocation of any previously incurred expenses that cannot be reasonably avoided or mitigated.

- 15.0 Limited In-person/Participant Operations. If applicable government directives or orders require that the Event be generally held on a closed basis (with limited in-person spectators or limited Participant access), the parties will consult in good faith and mutually determine appropriate adjustments to the Agreement to reflect the different model for holding the Event.
- 16.0 Health and Safety Protocols: Porsche acknowledges and agrees to follow and comply with any County, State, or other health and safety protocols or measures, imposed by County or Manager, at the time of the Event. In the event health and safety conditions prohibit spectators, Porsche agrees to follow the applicable COVID-19 protocols required by County and in compliance with local, state and/or federal health and safety guidance.
- 17.0 Representations and Warranties:
 - 17.01 Porsche represents and warrants to County that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Porsche has been duly authorized. This Section shall survive expiration or termination of this Agreement.
 - 17.02 County represents and warrants to Porsche that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by County has been duly authorized. The County does

further represent and warrant to Porsche that the Track is fit, and operational for the purposes of this Agreement. This Section shall survive expiration or termination of this Agreement.

- 18.0 General: The parties to the Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code Section 16.5; and California Civil Code section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.

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IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party, on the dates set forth below.

County of Monterey

Porsche Cars North America, Inc.

By: _____
Ryan Bell
Monterey County Laguna Seca Representative

DocuSigned by:
Ayesha Coker
10D7F0860D9B4B0...
By*: _____
(Signature of Chair, President, or Vice President)*

Ayesha Coker, VP of Marketing
Its: _____
Print Name and Title

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Date: 8/3/2022 | 11:22 AM PDT

DocuSigned by:
Michael Whilden
0F90C5BE9B0F476...
By: _____
Deputy County Counsel

DocuSigned by:
Thierry Kartochian
7F1BB04262574FF...
By*: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Thierry Kartochian EVP and CFO
Its: _____
Print Name and Title

Date: 8/3/2022 | 3:44 PM PDT

Approved as Liability Provisions

Date: 8/3/2022 | 11:26 AM PDT

DocuSigned by:
Danielle Mancuso
2AFDFB99D2744CC...
By: _____
Risk Manager

Date: 8/11/2022 | 2:39 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Gary Giboney
D3634BFEC1D8449...
By: _____
Auditor/Controller

Date: 8/11/2022 | 2:53 PM PDT

***INSTRUCTIONS:**

If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made to standard insurance provisions

EXHIBIT A

EVENT SUMMARY

DESIGNATED COUNTY AGENT: A&D Narigi Consulting LLC
1021 Monterey Salinas Highway
Salinas, CA 93908

FACILITY NAME: WeatherTech® Raceway at Laguna Seca
Laguna Seca Recreation Area

EVENT NAME: Porsche Rennsport Reunion VII

PORSCHE: Porsche Cars North America, Inc.
One Porsche Drive, Atlanta, GA 30354

AGREEMENT TERM: September 1, 2022, through October 1, 2023

EVENT START TIMES: 8:00 a.m. Daily – Early access starting at 6:00 a.m.
EVENT END TIME: 5:30 p.m. Daily (provided such period may extend
upon the good faith agreement of the parties).

TIME LIMIT: 8:00 a.m. – 5:30 p.m. each day (provided such
period may extend upon the good faith mutual
agreement of the parties).

DATE OF PUBLIC EVENTS: Thur., September 28 – Sun., October 1, 2023

LOAD IN (including track access): Monday, September 25, 8:00 a.m. – 6:00 p.m.
SET-UP (including track access): Wednesday, September 27, 7:00 a.m. – 7:00 p.m.

County to work with Porsche on the event build
and load-out schedule.

FEES: Ticket Sales: The first \$100,000 of ticket sales
shall be due to the County of Monterey, anything
beyond that will be split 50/50 with
County/Porsche.

Parking: Preferred parking to be split 25/75 with
25% going to Porsche, 75% going to County.

Apparel: County-produced Porsche Rennsport-
specific merchandise with Rennsport logo shall be
split 30/70 of net revenue with 30% going to
Porsche, 70% going to County.

Porsche shall retain 100% of Porsche Design, Porsche Lifestyle Merchandise, or other Porsche (including its affiliates) produced merchandise.

Entry Fees/Camping Fees: County shall retain 100% of all participant entry fees and camping revenue.

County to retain \$5 of each Porsche provided poster art and tubed poster sales at its Official Raceway Store. The remaining poster sales shall belong to Porsche.

County shall retain all revenue from food and beverage concessions including, but not limited to, vendor space fees, food, beverage, and alcohol sales.

PAYMENT DUE DATE:

The balance of all net fees due to PCNA, based on the agreement, will be paid by County no later than December 1, 2023.

Facility Assets Included for Porsche Use During Event:

- Garage Bays 1-24
- Stewards Room
- Timing & Scoring Building
- Paddock Area
- Vendor Marketplace Area
- Designated Parking Areas
- Media Center – Newman Garages
- Upstairs Newman Building
- Newman 2 Bay Garages
- Hospitality Pavilion
- Two Hospitality areas adjacent to the left and right of the Pavilion
- Turn 3 Structure
- Top of the hill viewing the corkscrew
- Z Road for automobile storage and/or prep
- Triple Tall
- Passenger bridge
- Lakebed area available for both parties

Staffing Inclusions:

- All Park and Track Management and Staff
- Laguna Seca Volunteer Association
- Service Clubs

Exhibit B

PORSCHE OBLIGATIONS

Porsche shall be responsible for the following:

1. Conduct and Control over Event: PCNA hereby grants its control to COUNTY and its agents for the Event, and, in turn, COUNTY agrees to organize, promote, and hold the Event in accordance with this Agreement.

COUNTY and its agents shall conduct the Event, through its Officials and personnel, in accordance with this Agreement. As Promoter, COUNTY shall have control over the conduct of the on-track activities of the Event. PCNA and COUNTY will work together on all aspects of the Event. PCNA will work together with COUNTY on paddock design and setup.
2. Event Merchandise: Porsche shall provide and grant use of logo, on a non-exclusive basis, to County to produce Event specific merchandise and collateral to be sold at the Raceway Stores. Porsche Rennsport VII logo shall be provided to County upon Porsche approval. Merchandise designs are subject to prior written approval of Porsche, not to be unreasonably withheld, a minimum of twelve (12) weeks in advance.
 - 2.01 Porsche shall receive 30% of net profit of all County-produced Porsche Rennsport-specific merchandise with Rennsport logo Event merchandise. For the avoidance of doubt, this revenue share shall not apply to any merchandise produced by Porsche or its affiliates.
 - 2.02 Porsche to provide poster art and tubed posters. County to retain \$5 of each poster sale at its Official Raceway Stores to compensate for storage, handling, multiple sales locations, sales force, and accounting processes.
 - 2.03 Porsche to retain 100% of poster sales revenue at Porsche-controlled and/or staffed locations.
 - 2.04 Advertising and Promotion: Porsche agrees to work in cooperation with County to co-advertise and promote Event at the fullest extent possible.
3. Awards. Porsche shall be responsible for the expense and the production of the awards. Porsche is responsible for podium structure, podium activities, champagne, and any other costs associated to award presentations.
4. Radio Transmissions. If Porsche is planning to bring in any radio system for participants, staff, etc., Porsche will provide County a list of all radio frequencies no later than two (2) weeks prior to the Event. Porsche understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Porsche will require their participants or staff to change to a legal, licensed frequency prior to arriving at the track.

5. Porsche Operations.

- 5.01 Porsche can use all floors of the Triple Tall Building and the upstairs of the Newman Building for office space. PA announcers are located in one section of the third floor.
- 5.02 Porsche to work with County to determine class and nature of competition but ultimate control resides with County.
- 5.03 Newman 4 Bay garages will be used as the media center. County is responsible for expense and set up of media center. Porsche is responsible to provide lunches to media for all event days. County to provide beverages.

6. Event Elements:

- 6.01 Porsche to provide selected cars from the Porsche Museum for the heritage tent display. County is responsible for the cost and buildout of the structure with oversight and guidance from Porsche. County shall retain 100% of potential sponsorship revenue, subject to Porsche approval of sponsor.
- 6.02 Porsche to coordinate and build out a historic exhibition in the paddock garages, featuring selected race cars and other cars as determined by Porsche. All expenses are the responsibility of the Porsche. Garages will be given to Porsche at no charge.
- 6.03 Porsche to coordinate and build out for one current Porsche One Make Series paddock in the infield area, featuring race cars as per regulations as well as customer racing teams participating in the series. Participation of such series to be confirmed by Porsche. All expenses are the responsibility of the Porsche. The allocated paddock space will be given to Porsche at no charge.
- 6.04 Porsche to provide past and present Porsche drivers. Porsche to communicate with County once drivers are confirmed. With approval of Porsche and the individual drivers, County may use driver names in promotional materials including press releases.
- 6.05 Porsche to coordinate a Welcome Dinner for approximately 1,000 people with past and present Porsche drivers, participants and Porsche selected VIPs on an evening during the event weekend at the expense of Porsche.
- 6.06 Porsche to be responsible for any additional promotional activities and will work in cooperation with the County.
- 6.07 Porsche to assist County to procure Porsche car clubs for participation.
- 6.08 Porsche to provide a selected Porsche car as the official pace car and safety car. County non-Porsche pace cars are to be used for VIP laps only.

7. Additional Signage: Porsche shall have the opportunity to sell additional signage and sponsor-related packages to official partners of Porsche throughout the Rennsport Event, as set forth in Exhibit C below.
8. Contractors and Suppliers: Porsche is required to use track approved contractors, caterers, vendors, and suppliers. Contractors or suppliers in an agreement with County include a 10% administrative fee due back to County. County to approve a list of preferred vendors of Porsche.
9. Porsche, for required specific service or product in their coordination and execution of the event, may contract directly with vendors and be billed independently at the sole expense of Porsche with the prior approval of Manager.
 - 9.01 For caterers, the 10% administrative fee is only applicable on food and does not apply to labor, gratuity, or rentals.
 - 9.02 If Porsche would like to bring in their own vendor, a certificate of insurance per County coverage, limits and endorsements noted in Section 9 below is required and the commission due back to the track still applies in the form of a buyout fee. If Porsche would like to bring in their own caterer, a buyout fee will be calculated based on the group size and liquor liability insurance will be required. Buyout fees will not exceed the estimated 10% of the total job scope.
 - **Commercial General Liability** with \$5,000,000 combined single limit per occurrence, and
 - **Business Automobile Liability** covering all owned, hired, and non-owned vehicles with limits of \$5,000,000 combined single limit per occurrence, and
 - **Workers' Compensation** with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of \$1,000,000 per occurrence.

Porsche may satisfy the coverage limits above through a combination of its underlying policies and its umbrella/excess liability insurance policy. Porsche shall provide endorsements indicating the County of Monterey, its agents, employees, and contractors and A&D Narigi Consulting LLC, its agents, employees, and contractors are additional insured, and the coverage is primary and non-contributory to any other policies in effect, for its activities only.

Exhibit C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships:

1. County will provide an inventory of available signage for the Porsche to sell and utilize. Porsche is required to use the County authorized track signage provider for select signage and installation of all large format graphics and signage beyond the Porsche Park in the Paddock.

Two (2) 8’x40’ Start Finish Banners*
Two (2) 8’x27’ Start Finish Banners*
Two 7’x42’ Turn 2 Hairpin Billboard signs
Two (2) 12’x72’ Turn 3 Billboards
Tire Bridge - Lower Billboards
Catch-Fence Billboards
Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
Four (4) 12’x24’ Turn 11 Billboards
Two (2) 8’x100’ Turn 7 “wire bridge” Billboards
Two hundred (200) 30’x12’ trackside concrete or tire barrier signs
Four (4) 12’x24’ Corkscrew Billboards
Unlimited Trackside A-Frames

*Pending final design of new Start Finish bridge

**Any future developed signage locations or unique opportunities to be discussed in advance for inclusion, as it was in 2018.

- 1.01 Porsche is responsible for all costs associated with Porsche related signage, including design, production, installation, and removal. If Porsche requires existing signage to be removed, they will be required to remove and reinstall at Porsche expense.
- 1.02 County shall provide Porsche with a track-approved and insured signage installation vendor to negotiate rates and services with. Porsche is responsible for all associated costs.
2. County Sponsors and Signage: Porsche understands that County retains signage locations throughout the racetrack and Facility for its year-around sponsors, and retains the right to those locations and branding, regardless of possible conflict with Porsche sponsors. County may sell additional sponsorships, subject to advance approval by Porsche to not conflict nor compete with existing Porsche partners or sponsors. County shall retain 100% of the additional sponsorship revenue.
3. Notwithstanding anything in this Agreement to the contrary, County shall retain the right to display the on-track branding of “WeatherTech” and “WeatherTech Raceway” as the official County racetrack sponsor as the displays remain in a year-around placement.

4. Porsche shall have the opportunity to sell additional signage and sponsor-related entitlements above and beyond items listed above. Master inventory and pricing structure shall be provided (subject to availability).
5. Porsche shall ensure that no sponsorship rights will be sold to competitive or exclusive partners of the County. Porsche shall provide County with a complete list of Global Partners and non-compete brands no later than January 1, 2023.
6. This signage plan may be modified subject to availability, but not without written approval from Porsche or County.
7. County is responsible for Hwy 68 signage installation. Porsche is responsible for design and production at Porsche's expense. Sign to be installed after the preceding event.

Exhibit D

COUNTY OBLIGATIONS

County shall be responsible for the following:

1. Control and Maintenance of the Facility. County represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to conduct the Event at the Facility in a timely manner. County shall maintain the Facility in good repair prior to and during the Event. Except as provided for herein and during the Event, County shall be responsible for the safety of such persons while at the Facility. County warrants that the Facility is and will be in condition suitable for the Event.
2. Compliance with Laws. Porsche and County shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and County shall obtain in a timely manner all necessary licenses, permits or other governmental approvals it is required to obtain for the Event. Porsche is required to follow all health protocols and guidelines mandated by State and County for general public safety.
3. Track Repairs. County shall honor that the following repairs will be completed at the track by June 25, 2023 (includes 30 days of grace in anticipation of weather issues or unforeseen delays that will be communicated to Porsche immediately): replacing the Start/Finish Bridge and doing patch work on the track as requested within reason by Porsche.

If the County fails to complete the Start/Finish Bridge by commencement of the Event, County shall pay all expenses to shuttle Event guests around the track and have the responsibility to provide additional space in the paddock for hospitality if the Start/Finish Bridge is not completed and cleared for safety.

4. Facilities. County shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event. If security is requested by Porsche or other parties under the responsibility of Porsche during non-event times, 6:00 p.m. – 8:00 a.m., such security, including special requests, will be at the expense of Porsche.
 - 4.01 County shall furnish adequate volunteer and professional security personnel in the pit, garage/paddock, lakebed, campground, and adjoining areas. County shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. County is solely responsible and liable for the actions of security personnel provided. Porsche is responsible for any special-order security posts including but not limited to marketplace overnight shifts and client requested shifts. This will be billed back to Porsche at cost plus an 10% administrative fee.

5. Business Responsibilities Relating to Promotion: County shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, support equipment and the like at its own expense, without contribution by Porsche unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. County assumes and will perform all its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.
6. Event Insurance: County shall obtain and maintain public liability insurance as set forth in Exhibit F.
7. Shared Revenue
 - 7.01 After the first \$100,000 of general ticket sales due to the County, Porsche and County shall split all general admission tickets sales 50/50. Preferred parking revenue will be split 25/75 with 25% of the revenue going to the Porsche. This revenue split does not apply to general parking revenue. County to provide complimentary general admission tickets to Porsche to be used for hospitality fulfillment, volunteers, and staff on an as-needed basis. A required ticket list will be provided to County thirty (30) days in advance of the Event for mutual agreement by Porsche and County.
 - 7.02 Weekly reports to include collected revenue and attendance numbers for all ticket sales due to Porsche by County. Reporting to begin by January 1, 2023 prior to the Event dates with reports submitted the Tuesday of each week. Reporting documentation to be agreed upon by both Porsche and County.
 - i) County shall provide proper staffing at all points of entry in use for ticket sales and ticket scanning and collection for the duration of the Event dates. County to provide at their expense any required security and parking volunteers. Designated staffing for coordination of camping locations shall be provided by County.
 - ii) County shall make two shared revenue payments to Porsche. One payment based on general admission ticket and preferred parking revenue made thirty (30) days prior to the Event, and the final within sixty (60) days after the conclusion of the Event. The final net payment due is based on remaining general admission tickets sales, preferred parking sales, merchandise, and poster sales.
8. Miscellaneous County Rights and Obligations:
 - 8.01 County shall be responsible for all facility operations including but not limited to the organization, promotion, and overall conduct of the event in close cooperation and on behalf of Porsche and its representatives.
 - 8.02 County is responsible for producing all tickets, credential hard cards, parking and camping passes, with Porsche approval, as well as sales handled through the

County's Tickets and Accommodations Office. County retains all camping revenue.

- 8.03 County is responsible for the Paddock layout, setup, and operation.
- 8.04 Coordination of all necessary sanitation, trash, TV distribution, equipment, tables, tents, and chairs, etc.
- 8.05 Provide adequate parking areas for general admission for a fee. For the foregoing purposes, three (3) weeks in advance of the Event, County shall furnish Porsche with accurate plans, engineering and scale drawings, maps, dimensions, and the like for said paddock, garage, pit, parking, and areas to be used in the execution of the agreement based on the event.
- 8.06 Provide suitable facility-wide public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit, and paddock areas.
- 8.07 Provide a mutually acceptable public address announcer and work closely with the Porsche public address announcer if one is provided.
- 8.08 County will work in conjunction with Porsche designated Public Relations (PR) firm for Event public relations.
- 8.09 County PR department will operate and facilitate the Media Center and coordinate media credentials with Porsche.
- 8.10 Provide a suitable service provider for staffing requirements or volunteer personnel to secure the pits as designated by Porsche, and the garage/paddock area based on the agreement for continuous, 24-hour/day security beginning the first day the Facility is open to Porsche personnel or competitors and ending on Sunday evening of the Event. Overnight paddock security to be a rover at the expense of the County.
- 8.11 County shall market and promote the Event as a premier event like other events on the season schedule to include but not limited to:
 - i) Being added to the Season Schedule and all associated marketing material.
 - ii) Included on County/WRLS website as an Official Event including ticket sales page.
 - iii) Promoted like other events on the Season Schedule through all distribution channels.
 - iv) Will produce and coordinate official press releases, with Porsche approval, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year; and

- v) Design and production of collateral materials with Porsche review. County will also grant permission to Porsche for use of facility logo for all collateral and advertising materials.
- 8.12 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of forty (40) chairs and additional standing room, actual area TBD, if different than use of stage. If specific health mandates are in effect, this obligation by County will be provided based on required CDC, state, and local health protocols.
- 8.13 County to allow Porsche to utilize the permanent 20 garage bay building in the paddock for their display at no charge to Porsche.
- 8.14 Provide Porsche with one (1) Premier Pit Row Suite, including fifty (50) hospitality passes for admission to the Suites, for the purpose of entertaining Porsche guests, sponsors, and sponsor prospects. Porsche is responsible for all food and beverage costs. All food and beverage service will be contracted with one of the County's track approved caterers where a 10% fee will be due back to County by the Caterer. If available, Porsche may rent additional suites at an additional charge.
- 8.15 County shall be responsible for setting up and managing the concessions areas, including food vendors, and will retain all revenue from food and beverage concessions including, but not limited to, vendor space fees, food, beverage, and alcohol sales. County will maintain host liability insurance with respect to alcohol sales.
- i) If Porsche wants to bring in beer and wine partners, those partners can sell product to the concessionaire managing the bars to sell to the public. If those partners would like to build out an activation and sell product directly to the public under their own license, they can pay the County a space fee which will be determined on footprint and location.
- 8.16 County shall be responsible for the expense for Monterey County Regional Fire, Monterey County Sheriff, California Highway Patrol and Del Rey Oaks Police Department for traffic and spectator control as required by Monterey County.
- 8.17 County shall oversee all vendor sales in the "Marketplace" and will be responsible for all costs associated with vendors, such as set-up, tents, generators, equipment, power hook ups, etc.
- i) County will provide Porsche a 20' x 20' display space both in the Paddock and in the Lakebed Marketplace areas.
- 8.18 County shall oversee and retain rights to all sponsorship sales sold by County and will be responsible for all costs associated with fulfillment. County to retain 100% revenue of all procured County sponsorship sales. County will confer with Porsche to avoid conflicting sponsors.

- 8.19 County shall have the right to sell car corrals and will retain all revenue as well as cover expenses for fulfillment.
- 8.20 Porsche and County shall mutually agree upon a location for the County to run a karting program open to spectators. All revenue retained by County.
- 8.21 On Track Schedule: County to develop the race and Event schedule in conjunction with Porsche and sanctioning body. Final schedule and minute-by-minute to be approved by Porsche.
- i) County to work with Porsche to designate mutually agreed upon track time dependent on Event schedule for selected car corral parade laps and demonstration laps as needed by Porsche.
 - ii) Time will also be scheduled for the County-run VIP hot lap program with the opportunity to have hot laps in selected Porsche cars.
 - iii) Subject to schedules, County shall work and coordinate with Porsche in arrangements and activities which will enhance the Event and further the interests of the Porsche through mutually approved activities as mutually agreed upon, such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; etc. No other Original Equipment Manufacturers (OEM) models permitted.
 - iv) For the active Event days (Thursday – Sunday) Porsche shall be granted the right to run track activities including at-speed racing in the defined daily time slots. County will be responsible for all on-track safety costs including but not limited to security, medical, and agency requirements.
 - v) Porsche shall have the opportunity to have a track day on the Wednesday of the Event week only for media and photography purposes with noise levels not exceeding 90dB. If the track program includes at-speed racing or any spectator elements, Porsche will be charged the 90dB track rental rate and will be responsible for all on-track safety costs as well as any spectator costs including but not limited to security, medical, and agency requirements. Porsche will coordinate with County for group photo.
- 8.22 Entries: County shall retain all participant and crew entry fee revenue.
- i) County is required to perform registration and related administrative functions for all participants/entrants.
 - ii) All entries will be scrutinized by the County selection committee in association with a Porsche representative to be determined by Porsche.
 - iii) County to provide participant shirts at its sole expense to be approved in advance by Porsche.

- 8.23 Programs: County is responsible for souvenir program, costs, creation and distribution. County shall be able to include its “year-around sponsors” in program advertisement pages and will retain all ad revenue. Porsche will work closely with County on editorial content. Porsche shall receive eight (8) complimentary ad pages, which includes inside front cover and back cover positionings.
- 8.24 Fire and Medical Equipment and Personnel. County shall be responsible for all costs and expenses associated with fire personnel, equipment and services including, without limitation, clean-up crews, towing and flatbed wreckers, and fire protection. County shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of all injuries occurring during the Event. For purposes of clarity throughout this Agreement, the reference to required County supplied assets, personnel, equipment, and resources shall be understood to be “minimums” and subject to Porsche approval, and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the track.
- 8.25 For the Track and Related Areas: There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher (provided by County), and radios with closed ear headsets for direct communication with race control, at each such station.
- 8.26 For Fire and Rescue: There shall be a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks.
- 8.27 Track Preparation and Cleaning: County shall ensure that the raceway surface is clean and safe for on-track facilities. Track will be swept each morning prior to on-track activities. County will also provide track sweeping services throughout the Event if the racing surface becomes unsafe due to an on-track incident.
- 8.28 Ambulance Resources: A minimum of two (2) properly staffed Advanced Life Support- ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances to be dedicated exclusively to the racetrack activities and two (2) for spectator areas (one to be located in the Paddock area and one to be located in the Lakebed area).
- 8.29 Medical Care Center: A medical care center for Event participants (not the public) shall be properly staffed to care for any patients with minor injuries as well as care for serious casualties until evacuation is possible. This medical care center shall have a minimum of one medical doctor, licensed in the facility’s state, with trauma experience, and said physician shall be always in the care center during all track activities. County is responsible for any expense associated with staffing including but not limited to hotel rooms.

- 8.30 Vehicle Recovery: Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.
- 8.31 Timing and Scoring. County shall provide and be responsible for all timing and scoring requirements.
- 8.32 Sanctioning Body. County shall hire an independent sanctioning body with Porsche approval to coordinate all technical and safety inspections of the race cars, racetrack, garages, pit lane, pit stalls, and paddock.
- 8.33 Race Officials. County shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.
- 8.34 Dispatch Personnel: County shall have present during the Event an emergency vehicle dispatch person who shall have a detailed familiarity with the track and track operations. This vehicle dispatch person shall work directly with Porsche in race control to immediately and carefully coordinate dispatch and direct emergency service vehicles and personnel.

End Exhibit D

Exhibit E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Porsche. Porsche hereby grants to County a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, to the Porsche Event logos (the “Porsche Marks”) in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Porsche, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this Agreement.

- i) Terms and Conditions of Use. County shall display the Porsche Marks in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Porsche, which shall not be unreasonably withheld
- ii) Indemnity. Porsche hereby agrees to indemnify County from any claims or loss arising out of County’s use of the Porsche’ Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by County. County hereby grants to Porsche a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, County’s trademarks, including the WeatherTech[®] Raceway at Laguna Seca trademarks (the “County’s Marks”) in connection with publicity, promotion, advertising, and operation of the Event. Any use of the County’s Marks must be approved by County, such approval not being reasonably withheld. This license shall terminate upon the expiration or termination of this Agreement. Guidelines for use shall be provided by the County.

- i) Terms and Conditions of Use. Porsche shall have the right to use and sublicense County’s Marks in connection with publicity, promotion, advertising, or operation of the Event, however, the Porsche shall not, without the prior written consent of County, use or sublicense the use of County’s Marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of County’s Marks must be pre-authorized by County.
- ii) Limited Authorization. This license does not authorize Porsche to use County’s Marks in its corporate business or firm name and title

Exhibit F

INSURANCE AND INDEMNIFICATION

County shall provide Primary Coverage Insurance as follows:

Participant Accident Coverage: **County** shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers. The on-track participant accident insurance coverage shall be a minimum coverage of \$250,000 medical and \$25,000 death.

County, at its own expense shall maintain its own primary insurance coverage, through Commercial General Liability coverage with limits no less than \$10,000,000, against any claim, expense, cost, damage, or liability arising out of its performance of its responsibilities pursuant to this Agreement. The County's insurance policy shall serve as primary and non-contributory to any insurance maintained by Porsche. Porsche Cars North America to be named as additionally insured.

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