

FINAL  
3/24/17

AGREEMENT

for the

ASSIGNMENT OF SPONSORSHIP AGREEMENT

between

MAZDA MOTOR OF AMERICA, INC.  
d/b/a MAZDA NORTH AMERICAN OPERATIONS,

THE SPORTS CAR ASSOCIATION OF THE MONTEREY PENINSULA,

and

THE COUNTY OF MONTEREY

dated

MARCH 24 2017

**FINAL**  
**3/24/17**

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (“Agreement”) dated March 24, 2017, is between the COUNTY OF MONTEREY, California (the “County”), the SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA, a not for profit corporation (“SCRAMP”), and MAZDA MOTOR OF AMERICA, INC. d/b/a MAZDA NORTH AMERICAN OPERATIONS (“MNAO”).

**RECITALS**

WHEREAS, in 1974 the area now known as Laguna Seca Recreational Area (“LSRA”) formerly part of Fort Ord, was transferred from the United States Government to the County pursuant to a quitclaim deed, which deed has been amended twice (collectively, the “Army Deed”); and

WHEREAS, since the County’s acquisition of LSRA in 1974 SCRAMP has operated and managed the race track and associated facilities located within LSRA (currently known as Mazda Raceway Laguna Seca, hereinafter “Raceway”) under a series of concession agreements between SCRAMP and the County, most recently under a concession agreement originally dated February 8, 2000, amended from time-to-time, and which expired on March 31, 2014; and

WHEREAS, SCRAMP continued to operate and manage the Raceway on a month-to-month basis as a holdover concessionaire since April 1, 2014; and

WHEREAS, effective January 1, 2017, the County and SCRAMP entered into a new three-year management agreement for the operation and management of LSRA; and

**FINAL**  
**3/24/17**

WHEREAS, effective March 1, 2006, SCRAMP and MNAO entered into a sponsorship agreement whereby for good and valuable consideration MNAO became the exclusive title sponsor of the Raceway through March 31, 2011; and

WHEREAS, through a series of three amendments SCRAMP and MNAO agreed to extend the Sponsorship Agreement first to March 31, 2012, and subsequently to April 30, 2017 (collectively, the original agreement and the three amendments are referred to herein as the "Sponsorship Agreement"); and

WHEREAS, the County now desires to have the Sponsorship Agreement assigned to the County for the purposes of further extending the Sponsorship Agreement; and

WHEREAS, the Sponsorship Agreement requires that both SCRAMP and MNAO agree to an assignment to the County; and

WHEREAS, both SCRAMP and MNAO desire that the Sponsorship Agreement be assigned to the County;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the County, SCRAMP and MNAO agree as follows:

A. SCRAMP and MNAO represent and warrant that the Sponsorship Agreement is valid and binding as of the date of this agreement, and that there is no current dispute, or pending or threatened litigation as between them, or with any third-parties, with regard to the performance of their respective obligations thereunder.

B. SCRAMP hereby assigns the Sponsorship Agreement, attached hereto as Exhibit A, to the County.

C. MNAO hereby agrees to the assignment.

**FINAL**  
**3/24/17**

D. The County shall succeed to the rights and obligations of SCRAMP under the Sponsorship Agreement, including the right to receive any remaining sponsorship monies payable by MNAO under the Sponsorship Agreement.

E. Notwithstanding this assignment, the parties agree that all vehicles previously provided by MNAO to SCRAMP under the Sponsorship Agreement shall continue to be driven by the current drivers as of the date of this assignment, whether at SCRAMP or the County, in accordance with the terms of the Sponsorship Agreement, unless otherwise approved in writing (which approval may be provided via email) by MNAO's authorized representative for this purpose which shall be Jeremy Barnes of MNAO.

F. Except as specifically set forth herein, the terms and conditions of the Sponsorship Agreement remain in effect.

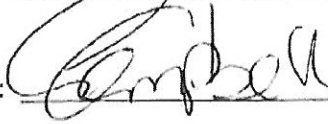
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

MONTEREY COUNTY

By: \_\_\_\_\_  
Mary Adams  
Chair, Board of Supervisors

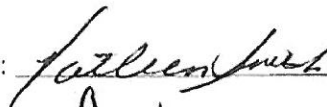
Date: March \_\_, 2017

SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA

By:   
\_\_\_\_\_  
Title: CEO

Date: March 24, 2017

MAZDA MOTOR OF AMERICA, INC. d/b/a  
MAZDA NORTH AMERICAN OPERATIONS

By:   
Title: Controller

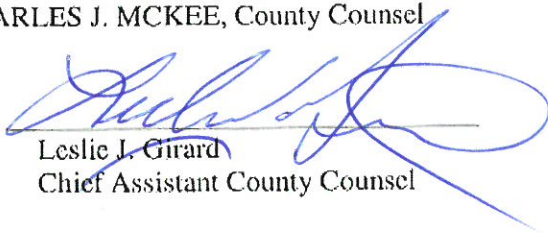
**FINAL**  
**3/24/17**

Date: March \_\_\_\_, 2017

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

By:

  
Leslie J. Girard  
Chief Assistant County Counsel