

# Attachment A

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## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made on May 4, 2022 (**the “Effective Date”**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2<sup>nd</sup> Floor, Salinas, CA 93901 and ROLEX WATCH USA, INC. (“**Sponsor**” or “**Rolex**”) with primary address of 650 Fifth Ave., New York, NY 10019, regarding sponsorship of WeatherTech Raceway Laguna Seca (“**Facility**”) located at 1021 Monterey-Salinas Highway, Salinas, CA 93908 and the Rolex Monterey Motorsports Reunion, known to herein as the “**Event.**”

1. **Term:** The term of this Agreement (“**Term**”) shall be deemed to have commenced on the Effective Date and will conclude December 31, 2026, unless earlier terminated as provided below or extended by exercise of Rolex’s Renewal Option for the renewal term of January 1, 2027 through December 31, 2030 (“**Renewal Term 1**”) as set forth in **Exhibit B**. Rolex shall notify County of its intent to renew this Agreement no later than October 1, 2026. Should Rolex exercise such Renewal Term 1, Rolex shall have an exclusive period of First Right of Negotiation for a period beginning September 1, 2030 through November 1, 2030 for the further renewal of the Sponsorship Rights for a period to be agreed by the Parties (“**Renewal Term 2**”) as detailed in **Exhibit A & Exhibit B**, for the Event. Should Sponsor advise County during the First Right of Negotiation period that it is interested in sponsoring the Event, the parties shall engage in timely, good faith negotiations towards a renewal of this Agreement. If the two Parties do not come to an agreement on extension prior to the end of the First Right of Negotiation period, County shall have full rights to approach other potential sponsors with regard to the title sponsorship of the Event.

2. **Grant of Rights:** If at any time during the Term, County chooses to sell or lease the Event Rights to a third-party promoter or management company, Rolex shall have the right to immediately terminate this Agreement or retain its rights hereunder for the full Term. Rolex shall notify County of a decision to terminate this Agreement within fifteen (15) business days after receiving notice of such sale or lease.

3. **Sponsorship Benefits:** County agrees to provide the Sponsorship Rights and sponsorship benefits outlined in **Exhibit A**, attached to and incorporated by reference in this Agreement, during the Term in connection with the Event in a manner reasonably satisfactory to Sponsor.

4. **Consideration:** In consideration of County providing the Sponsorship Rights and benefits listed in **Exhibit A**, Sponsor agrees to pay the County: Three Hundred Seventy-Five Thousand Dollars (\$375,000 USD) (the “**Payment**”), subject to County’s submission to Sponsor of invoices. Payment shall be made by Sponsor as follows: Payment in full on or before June 1<sup>st</sup>, annually. Sponsorship Rights for 2023-2026 shall remain consistent as detailed under Sponsorship Provisions in **Exhibit B**, attached to and incorporated by reference in this Agreement.

5. **Compliance with the Law:** The County is solely responsible for the administration, management, and fulfillment of the Event and represents and warrants that all elements of the Event will be conducted in full compliance with all applicable laws, rules, and regulations (including all laws, rules, regulations and orders pertaining to Coronavirus/Covid-19). The County will abide by best practices, guidelines and protocols (including those pertaining to health and safety) relating to Coronavirus/Covid-19, including, without limitation, those issued by federal, state and local authorities (including, without limitation, California Department of Public Health and the Monterey County Health and Emergency agencies) and the CDC (including, without

limitation, those related to social distancing, hygiene and wearing of personal protective equipment).

6. **Termination.** Either party shall have the right to terminate this Agreement upon written notice to the other party: a) if the other party has committed a breach of this Agreement, which has not been cured within fifteen (15) days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event Sponsor terminates this Agreement pursuant to this paragraph, County shall promptly refund to Sponsor all payments made by Sponsor during the current year of the Agreement less any hard costs incurred by County in order to fulfill its obligations under the Agreement prior to its receipt of the termination notice.

(a) As approved by the County Board of Supervisors on December 8, 2021, WeatherTech® Raceway at Laguna Seca has been approved for funding for several capital improvement projects over the next 2 years (2022 & 2023). As these projects are crucial to the continued improvement and development of the Raceway, as well as the Rolex Monterey Motorsports Reunion, Rolex will maintain the right to restructure or terminate this Agreement, if certain progress on these projects are not maintained or met.

- Turn 3 Hospitality Structure – Interior Upgrades
  - Completion by Summer 2022
- Track Resurfacing
  - Completion by start of 2024 race season
- New Start/Finish Bridge
  - Completion by start of 2023 race season

(b) County is proceeding with the Board of Supervisors direction for the capital improvement projects pertaining to the continued improvement and development of the Raceway but cannot be held to the strict schedule contained in 6(a) as we are unable to forecast any unforeseen delays, including, but not limited to, regulatory requirements, necessary permits, and supply chain issues. County cannot be held in breach of this Agreement if it is unable to complete the improvement and development projects listed in **Section 6(a)** of this Agreement, but has demonstrated good faith and intent to complete said projects, provided however, that Rolex's right to restructure or terminate this Agreement as set forth in **Section 6(a)** shall still apply.

7. **Independent Contractors:** Each party shall be an independent contractor relative to the other party hereto. Nothing in this Agreement shall be construed as creating a partnership, employer/employee, principal/agent, nor joint venture relationship between County and Sponsor. None of the parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.

8. **Assignment:** Neither Sponsor nor County shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other party. Any other attempt to assign this Agreement shall be void and unenforceable.

9. **Waiver/Breach:** Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party heretoto insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.

10. Severability: In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

11. Representations and Warranties: Each Party represents and warrants to the other that: (a) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions; (b) this Agreement is a valid and binding obligation of each Party enforceable against it in accordance with its terms; and (c) each Party has sole and exclusive authority to grant the rights to the other Party that are the subject of this Agreement. Further, each Party represents and warrants that it will comply with any and all federal, state, and local laws, rules and regulations governing their respective performance obligations pertaining to, in the case of producer, the Event, including, without limitation, obtaining all governmental permits and authorizations required to produce the Event, and in the case of Sponsor, activation and usage of the Sponsorship Rights detailed under Exhibit A, as provided by County hereunder.

12. Liability: Except with regard to indemnity claims arising hereunder, neither party shall be liable to the other party for any indirect damages including lost profits or for special, indirect, incidental, consequential or punitive damages arising out of or in connection with this Agreement or the subject matter hereof, regardless of the form of action (including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability or statutory), and whether or not the other party has been advised of the possibility of such damages.

13. Insurance/Indemnity:

At their own expense, Sponsor shall secure and maintain the following insurance policies in full force and effect throughout the Term of this Agreement:

- **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.

Sponsor may satisfy the coverage limits above through a combination of its underlying policies and its umbrella/excess liability insurance policy. Sponsor shall name the County of Monterey, its agents, employees, and contractors as additional insured and shall be primary and non-contributory to any other policies in effect, for its activities only.

(a) At its own expense, the County shall maintain a program of self-insurance as follows: The County maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA). This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage. The County is self-insured for purposes of Workers' Compensation with statutory limits. Upon execution of the Agreement, the County will provide Sponsor with a letter certifying the self-insurance program.

(b) Sponsor shall indemnify, defend, and hold harmless County, its officers, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable

attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use of any Trademark of Sponsor as expressly authorized by Sponsor; (iii) any promotional or publicity materials produced by or supplied by Sponsor (except with respect to approved County Trademarks contained therein); and (iv) the negligence or willful misconduct of Sponsor, its officers, directors, agents or employees.

(c) County shall indemnify, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third-party claims to the extent arising out of or resulting from: (i) the material breach by County of any representation, warranty, covenant or agreement made by County hereunder; (ii) the use of any Trademark of County as expressly authorized by County; ; (iii) any promotional or publicity materials produced by or supplied by County (except with respect to approved Sponsor Trademarks contained therein); (iv) any equipment or other materials supplied by County; or (v) the negligence or willful misconduct of County, its officers, agents or employees.

14. Advertising. During the term of this Agreement, each party hereto shall have the right to use photographs (and Sponsor shall have the right to take photographs at the Event), Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising or publicity of the Event, and only with the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this Agreement for any reason, each party's right to use the other party's Trademarks and/or trade names shall immediately cease. Notwithstanding the foregoing, Sponsor may use Raceway's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Event for PR or informational purposes.

15. Trademarks. Trademarks, trade names, service marks, logos and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of the respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing. Sponsor Trademarks shall be used by County in the exact form, style and type then prescribed by Sponsor solely as needed to provide Sponsor with the Sponsorship Rights and benefits.

16. 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.

17. Survival: All obligations under this Agreement that are continuous in nature, including, without limitation, those relating to Trademarks, Indemnification, and Insurance, shall survive the expiration or termination of this Agreement.

18. 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 nonperformance 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, pandemic, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials. If any force majeure event results in the failure of the County to deliver any rights or benefits, in whole or in part, the County agrees to use best efforts to arrange for substitute benefits of comparable value, which substitution shall be subject to Sponsor's reasonable approval. If any force majeure event results in either a postponement of the Event for more than sixty (60) days or a full cancellation of the Event, Sponsor shall be entitled to a full refund of all monies paid prior to the cancellation for the specific year of the Agreement in which the cancellation occurs. If any force majeure event results in a cancellation of a portion of the Event, then the County shall reimburse Sponsor the pro rata portion of its fee paid for rights and benefits not delivered due to the force majeure event.

19. Notice: All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

ROLEX WATCH USA, INC.  
650 Fifth Avenue  
New York, NY 10019  
Attn.: Kyle Younghans

WEATHERTECH RACEWAY  
1021 Monterey-Salinas  
Highway  
Salinas, CA 93908  
Attn: Steve Fields

COUNTY OF MONTEREY  
Public Works, Facilities & Parks  
1441 Schilling Place, South, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Chief of Parks

20. Confidentiality: The parties hereby acknowledge and agree that County is a

California Public Agency subject to the Brown Act, California Government Code sections 54950 et seq., and the Public Records Act, California Government Code section 6250 et seq., and that this Agreement and any amendments thereto, will be available to the public for viewing and/or download on the County's website and otherwise considered a public record pursuant to California Government Code sections 6250 et seq. and 54957.5. Except as herein provided, County shall promptly notify Rolex in the event that any third party not bound by this Agreement requests or seeks to discover, pursuant to the California Public Records Act, subpoena or other compulsory process or otherwise any documents, information or material concerning Rolex and/or this Agreement. Within the time period provided by law for responding to the request or discovery, Rolex shall inform County whether the requested documents, information, or materials, constitute trade secrets (as defined under California law) or are otherwise legally exempt from disclosure, County shall not disclose the requested documents, information, or materials unless otherwise directed by a court of competent jurisdiction. Rolex shall defend County, and at County's request, Rolex shall provide counsel to appear and represent County at Rolex's sole cost and expense, in connection with any action or proceeding to compel inspection, access, disclosure, release, or other discovery of such requested documents, information or materials. Counsel for County in any such defense of action or proceeding shall be selected by County, subject to the approval of Rolex, which approval shall not be unreasonably conditioned or withheld. Rolex's obligation to provide such defense includes the obligation to indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, costs, damages, judgments, awards (including any award of costs or attorney's fees to any prevailing party) administrative orders, or payments in compromise and settlement, and including all direct and administrative costs, whatsoever, with respect to any such action or proceeding.

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Accepted and Agreed:

**ROLEX WATCH USA, INC.**

By:   
Luca Bernasconi  
President & CEO

Rolex Watch USA, Inc.  
650 Fifth Avenue  
New York, NY 10019

Date: 07/05/22

By:   
Mounia Mechbal  
VP, Communications

Date: 6/27/22

**COUNTY OF MONTEREY**


By: \_\_\_\_\_  
Bryan Flores  
Chief of Parks  
Monterey County Laguna Seca Representative

Public Works, Facilities, & Parks  
1441 Schilling Place, 2nd Fl.,  
Salinas CA 93901

Date: \_\_\_\_\_

**Approved as to Form**

**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

DocuSigned by:  
By:   
2EF8DC76EE5547F...  
County Counsel

Date: 7/5/2022 | 11:52 AM PDT

**\*INSTRUCTIONS:**

**If LICENSEE 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 LICENSEE 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.

<sup>1</sup> Approval by County Counsel is required

**EXHIBIT "A"**  
**ROLEX WATCH SPONSORSHIP RIGHTS**

County shall provide the following Sponsorship Entitlement Rights during the Event to Sponsor for the duration of the Term.

1. **Weekend Title Sponsor** – “Rolex Monterey Motorsports Reunion” – and “Official Timepiece” of the Event.
2. **Product Category Exclusivity – Timepieces** (including, without limitation, intelligent wrist computers which have timing as a primary or ancillary function), watches, clocks, jewelry and other products of Competitors (as defined in **Exhibit “C” attached to and incorporated by reference in this Agreement**).
3. **Media Inclusion** – Rolex shall be included in all media and marketing materials developed to promote the Event.
4. Rolex shall receive Facility name and logo rights for use in market for advertising and promotional use in support of the Event. All usage must be approved by County. Approvals will not be unreasonably withheld.
5. Rolex shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials.
6. Recognition as the Weekend Title Sponsor in all written materials, including press releases and all related communications.
7. Rolex shall receive visibility and exposure through all pre-event media and advertising.
8. Track Signage Entitlements
  - a. Inclusion of Rolex name on Event official awards
  - b. Rolex flags on pit row
  - c. Rolex clocks placed in mutually agreed locations around facility
  - d. Rolex Signage Inventory:
    - i. Two (2) 8’x38’ Start/Finish Billboards (or TBD size based upon new S/F Bridge designs)
    - ii. Two (2) 12’x72’ Turn 3, Drivers Left Billboards
    - iii. Four (4) 7’x40’ Turn 3, Drivers Right Billboards
    - iv. One (1) 7’x40’ Turn 5 Billboard
    - v. One (1) 8’x60’ Turn 7 Faux Bridge Billboard
    - vi. One (1) 12’x48’ Primary Corkscrew Billboard
    - vii. Two (2) 7’x64’ Corkscrew Drivers Right Billboards
    - viii. One (1) 12’x24’ Turn 11 Billboard
    - ix. Turn 11 – Track Barriers Drivers Left - (10) 30”x12’ Track Barrier
    - x. Pit In Barrier signage
    - xi. One Hundred (100) 30”x12’ Track Barrier Signs
    - xii. Fifty Three (53) Coroplast Tire Cover Signs
    - xiii. Twelve (12) 4’x8’ Trackside A-Frames
    - xiv. Seventy Five (75) Main Grandstand and Pit Lane Flags
    - xv. Primary Sponsor placement on the new Event Entrance Arch
    - xvi. Timing & Scoring Building Branding
  - e. Rolex Monterey Motorsports Reunion Event Signage Inventory
    - i. Integration into Awards Stage

- ii. One (1) Turn 1 Hospitality Pavilion Façade Billboard
- iii. Two (2) 8'x27' Start/Finish Billboards (or TBD size based upon new S/F Bridge designs)
- iv. One (1) 7'x40' Turn 5 Billboard
- v. One (1) 8'x60' Turn 7 Faux Bridge Billboard
- vi. One (1) 12'x24' Corkscrew Billboard
- vii. Fifty (50) Main Grandstands and Pit Lane Flags

Sponsor is responsible for all costs associated with the production and installation/removal of all signage options. Sponsor is responsible for any cost associated with additional future signage elements if inventory is altered or if copy is changed.

**9. Hospitality and VIP Access**

- a. One (1) Pit Row Suite (Suite #12\*)
  - i. Includes forty (40) Individual-Day Suite Passes
  - ii. Food & Beverage not included. Rolex shall be provided with a Facility approved caterer to assist in all hospitality needs
  - iii. \*Rolex shall have the opportunity to move to the Turn 1 Pavilion hospitality option if available and no later than 60-days prior to the Event. Rolex will be responsible for additional hospitality passes, up to one hundred (100) allowed in Turn 1 Pavilion.
- b. Two Hundred (200) Saturday Admission Passes
- c. Fifty (50) Saturday VIP Hot Laps (or mutually agreeable lesser number)
- d. Six (6) Photographer (trackside) Credentials and Photo Vests
- e. Two (2) Paddock (or best option) VIP Parking Passes
- f. Two (2) Guest Shuttle Passes for Paddock Access
- g. Thirty (30) VIP Parking Passes
- h. Four (4) Staff/Exhibitor Full Access entry passes with parking

**10. Social Media**

- a. Minimum of six (6) posts on WeatherTech Raceway channels (Instagram and Facebook) featuring Rolex Imagery. Period of seven (7) days pre-event, during and 3-days post.
- b. Content and number of posts will be mutually agreed upon and Rolex will have the option to not participate in social media posts.

**11. Digital Assets**

- a. Homepage – 100% Share of Opening image and minimum of 25% Share of Voice, Thursday through Sunday
- b. Channel – 100% Share of Voice for the month of August
- c. Logo on Event and Official Sponsors web pages

**12. Two (2) Full-page 4-color ads. Inside Front Cover ad in the Official Event Souvenir Program.**

- a. If Reverse front-Cover style – Rolex shall receive both Inside Front Covers.
- b. If Traditional Front & Back style – Rolex shall receive Front Inside Cover and Back Cover
- c. Rolex shall receive four (4) pages of Historic Racing Editorial. Rolex is responsible for editorial copy and photo content.

**13. Filming Rights**

- a. Full rights to filming / Rights to creating Rolex content with Rolex contracted partners during each installment of the Rolex Monterey Motorsports Reunion. Including on and off track activities

**14. Broadcast & Live Streaming**

- a. County of Monterey will work with Rolex for inclusion in any purchased Broadcast and/or Live Streaming platform and/or content development as Title Sponsor. Rolex's singular brand involvement in any Broadcast or Live Streaming will be the sole discretion of Rolex and at additional expense

**15. Scoring Trylon**

- a. One Hundred (100) Rolex logo spots
- b. One Hundred (100) Rolex Reunion logo spots

**EXHIBIT "B"**

**ROLEX WATCH SPONSORSHIP PROVISIONS**

1. In return for the Sponsorship Rights outlined in **Exhibit "A"**, Rolex shall pay to the County the following Sponsorship Fee:

2022 - \$375,000  
2023 - \$385,000  
2024 - \$395,000  
2025 - \$405,000  
2026 - \$415,000

2. Payment for Year 2022, payment shall be due upon execution of this Agreement.
3. Payment beginning Year 2023 shall be due in full prior to June 1<sup>st</sup> of each corresponding year of the Term.
4. Rolex shall receive a 4-Year "Renewal Term 1" for 2027-2030 for all Sponsorship Rights held within. Renewal Option Term shall increase at the rate of 3% each calendar year.
5. In the event Rolex exercise Renewal Term 1, Roles shall have a First Right of Negotiation for Renewal Term 2 (covering a period to be agreed by the Parties) as set forth in Section 1.
6. Rolex is responsible for all cost associated with the production and installation of all Rolex Watch and Rolex Reunion specific track signage elements included in the Agreement.
7. Rolex shall retain the opportunity to present a Rolex Timepiece as an overall "Best of Show" Award annually.
8. Rolex shall provide up to (600) specialty Ties/Hats for all participants annually. Specific quantity dependent upon annual participant entry levels.
9. Rolex shall work in coordination with County and Event Officials to develop an annual plan to support Event awareness and attendance.

**EXHIBIT "C"**  
**RESTRICTED BRANDS**

1. A. Lange & Sohne
2. Acqua123
3. Audemars Piquet
4. Baume & Mercier
5. Bedat & Co.
6. Blancpain
7. Boucheron
8. Breguet
9. Breitling
10. Bulgari
11. Bulova
12. Cartier
13. Certina
14. Chaumet
15. Chopard
16. Citizen
17. Concord
18. Dunhill
19. Ebel
20. European Company Watch
21. Fossil
22. Franck Muller
23. Fred
24. Girard Perregaux
25. Glashutte Original
26. Grand Seiko
27. Hamilton
28. Hublot
29. IWC
30. Jaeger Le Coultre
31. Jaermann & Strubi
32. Leon Hatot
33. Longines
34. Louis Vuitton
35. Minerva
36. Montblanc
37. Movado
38. Officine Panerai
39. Omega
40. Patek Philippe
41. Piaget
42. Pulsar
43. Rado
44. Ralph Lauren Watch & Jewelry Co.
45. Richard Mille
46. Seiko
47. Swatch
48. Tag Heuer
49. Tiffany & Co.
50. Timex
51. Tissot
52. Union Glashutte
53. Vacheron et Constantin
54. Wittnauer
55. Zenith