



SECOND AMENDMENT TO LICENSED USER AGREEMENT

THIS SECOND AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into as of April __, 2011 and is effective as of 10/17/11, 2011 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and Sports Car Racing Association of the Monterey Peninsula (SCRAMP), a California 501(c)(4) not-for-profit corporation ("Principal"), with reference to the following facts:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of January 1, 2005, as amended by that certain Amendment to Licensed User Agreement dated as of January 1, 2010 ("Licensed User Agreement") whereby Principal authorized Ticketmaster to act as Principal's exclusive agent for the sale of all remote (e.g. on the Internet, at outlets and by telephone) Tickets to attend each of the Attractions upon the terms and conditions set forth in the Licensed User Agreement.

B. Ticketmaster and Principal hereby desire to amend the Licensed User Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Defined Term(s). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Licensed User Agreement.

2. Premium Ticketmaster Products.

(a) Products to be Provided: Effective as of the Effective Date of this Amendment, Section 5(a) of the Licensed User Agreement shall be deleted in its entirety and replaced with the following:

"(a) **Definitions; Products to be Provided**: Ticketmaster shall provide Principal with each of the premium Ticketmaster products indicated with an **X** in the box next to the respective definition set forth below upon the terms and conditions set forth herein.

"Ticketmaster AccountManager" means the Ticketmaster AccountManager software and hosting services that allow Principal's Subscribers to manage their season ticket accounts.

- "Ticketmaster Archtics" means Ticketmaster's software that delivers extensive season and single ticket functionality in connection with the Ticketmaster host system and distribution channels for inventory control by Ticketmaster and Principal.
- "Ticketmaster GroupManager" means the Ticketmaster GroupManager software and hosting services that allow Principal and Principal's customers to manage their group ticket experience. Group members may purchase or receive Tickets via an email invitation or via a link on an entity's intranet. Ticketmaster GroupManager also allows group rsvp tracking and individual Ticket pick-up via **ticketFast™**.
- "Ticketmaster MailManager" means the Ticketmaster MailManager software and hosting services that allows Principal to build a permissible marketing database and supports targeted, trackable direct email communication to Principal's customers.
- "Ticketmaster TeamExchange" means the Ticketmaster TeamExchange software and hosting services that provide Principal's Subscribers the ability to post their Season/Contract Tickets for sale to third parties by accessing the Subscriber's account from the Principal's Website via the Interface Page."

(b) License and Maintenance Fees:

(i) Effective as of the Effective Date of this Amendment, the chart set forth in Section 5(b)(i) with respect to License and Maintenance Fees shall be deleted in its entirety and replaced with the following:

<u>Products</u>	<u>License Fees</u>	<u>Annual Maintenance Fees</u>
Ticketmaster Archtics	\$40,000.00 (one-time fee)	\$15,000.00 per year, commencing in Contract Year 2
Ticketmaster AccountManager	\$10,000 annually	N/A
Ticketmaster GroupManager	Waived because bundled with Ticketmaster AccountManager	N/A

(ii) For purposes of clarity, the annual Maintenance Fee with respect to Ticketmaster Archtics shall be due and payable to Ticketmaster either (i) in one (1) full installment due and payable to Ticketmaster on January 1 of each Contract Year during the Term of the Licensed User Agreement or (ii) in two (2) equal installments of \$7,500 each, which shall be due and payable to Ticketmaster on January 1 and on July 1 of each Contract Year during the Term of the Licensed User Agreement. The annual Maintenance Fee set forth above with respect to Ticketmaster AccountManager shall be due and payable on July 1 of each Contract Year during the Term of the Licensed User Agreement.

(c) Transaction Fees; Credit Card Charges for Products Transactions: Effective as of the Effective Date of this Amendment, Section 5 of the Licensed User Agreement shall be amended to include the following as subsections (c) and (d):

“(c) **Transaction Fees**: The initial Transaction Fees associated with the use of the transaction capabilities of the Products are set forth below. Ticketmaster shall be entitled to assess and receive Transaction Fees with respect to the Products transactions. Ticketmaster, at its option, may deduct the Transaction Fees from the amounts owed to Principal under the Licensed User Agreement or may invoice Principal for such Transaction Fees. Principal, at its option, may pay the Transaction Fees related to Products transactions or may charge Subscriber or others (if applicable) for such Transaction Fees. In the event Principal elects to charge Subscribers or others (if applicable) an amount for the Products transactions in addition to Transaction Fees, the additional amount charged up to the amount of the current Transaction Fee may be retained by Principal and any additional amounts charged shall be divided equally between Principal and Ticketmaster.

<u>Type of Transaction Fee</u>	<u>Amount of Transaction Fee</u>
Ticketmaster AccountManager Transactions	
New Season/Contract Ticket sales	\$3.00 per seat
Suite additional	\$3.00 per Ticket
Right of first refusal to purchase Tickets	\$3.00 per Ticket
Per invoice processing	\$1.00 per payment processed
Ticket Forwarding Fee	\$1.95 per Ticket
Internal Ticket Forwarding	Paid House Seats Tickets: reasonable number of Tickets per Attraction, up to a maximum of 5,000 Tickets per Contract Year at Ticketmaster's ticketFast™ fee (currently \$2.50 per order) Complimentary House Seats Tickets: reasonable number of Tickets per Attraction at Ticketmaster's ticketFast™ fee (currently \$2.50 per order)
Single Ticket sales to Subscribers	The Convenience Charge for such Tickets set forth in Section 3(b) of the Licensed User Agreement
Ticketmaster GroupManager Transactions	
Group Sales	\$1.25 per Ticket
Corporate Group Sales	Tickets for team sports events: \$1.25 per Ticket Tickets for all other events: Convenience Charge for such Tickets set forth in Section 3(b) of the Licensed User Agreement

(d) **Credit Card Charges for Products Transactions:** With respect to Products transactions processed by Ticketmaster, Ticketmaster agrees to absorb the credit card company charge with respect to the portion of the Transaction Fees payable to Ticketmaster, and Principal agrees to absorb the credit card company charge with respect to all other proceeds from Products transactions in an amount equal to 2.26% of such proceeds, which percentage rate may be deducted from amounts owed to Principal pursuant to the Licensed User Agreement or invoiced by Ticketmaster as a Transaction Fee. Such percentage rate is subject to automatic increase due to increase to the interbank rates imposed on Ticketmaster."

3. **Conflicting Terms.** In the event a conflict arises between this Amendment and the terms and conditions of the Licensed User Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Licensed User Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

By: _____
Clay Luter
Title: SVP, Stadium, Outdoor &
College Sports
Date: _____

SPORTS CAR RACING ASSOCIATION
OF THE MONTEREY PENINSULA
(SCRAMP),
a California 501(c)(4) not-for-profit
corporation

By: Bill Campbell
Title: CEO
Date: 5/6/11