

Attachment C

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
WEATHERTECH DIRECT PRODUCTS LIMITED**

THIS AMENDMENT NO. 2 to the Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and WeatherTech Direct (hereinafter referred to as "Sponsor") with respect to the following:

WHEREAS, on April 1, 2018, County and Sponsor entered into Agreement for exclusive title sponsorship of the Raceway at Laguna Seca Recreational Area, in the amount of \$5,000,000 for the term April 1, 2018 through December 31, 2022 with the right of negotiation to renew for an additional 5 years between the years 2023-2027.

WHEREAS, on July 12, 2022, County and Sponsor entered into Agreement for Amendment No. 1 to LSRA Sponsorship Agreement with an amended Term to include January 1, 2023 through July 1, 2023 (“Extension Period”).

WHEREAS, on November 11, 2022, Sponsor submitted a Letter of Intent, pursuant to Item 8(b) in the original Agreement executed by the County on April 2, 2018.

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

WHEREAS, Amendment 2 is necessary to acknowledge modifications of payment terms beginning in August of 2023 through April of 2028.

WHEREAS, this Amendment No. 2 is necessary due to County’s continued need to promote Sponsor’s trademarks with third parties; and

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

1. **Paragraph 8(a)** shall be amended as follows:
The Term of this Agreement shall begin on July 1, 2023 and end on July, 31, 2028 (“Second Term”), unless sooner terminated in accordance with this Agreement.
2. Item 4(a) WeatherTech Direct’s Consideration shall remain consistent throughout the full Term with payments defined as 50% (\$500,000.00) due on or before April 15th and 50% (\$500,000.00) on or before August 15th annually for each six-month period.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by County on April 1, 2018.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

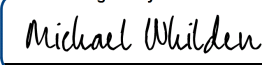
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: 
DocuSigned by: 0F98C5BE9B6F476
County Counsel

Date: 5/17/2023 | 4:12 PM PDT

Approved as to Fiscal Provisions²

By: 
DocuSigned by: 2617DD077D65495
Auditor/Controller

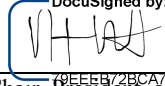
Date: 5/19/2023 | 1:40 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

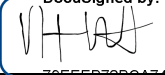
Date: _____

WEATHERTECH DIRECT

By: _____
Contractor's Business Name*
DocuSigned by: 
(Signature of Chair, President, or Vice-President) *

David MacNeil
Manager
Name and Title

Date: 5/6/2023

By: 
DocuSigned by: 79EEEE672BCA74EC...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Date: 5/6/2023
Name and Title

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required