

Attachment A

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EVENT AGREEMENT

This Event Agreement (the "Agreement") between Krave Group LLC, a Delaware limited liability company, owner and operator of the "Geico Motorcycle MotoAmerica Superbike SpeedFest at Monterey" (the "Series") with its principal place of business located at 18004 Sky Park Circle, Ste 110, Irvine, CA 92614 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, South Bldg., 2nd Floor, Salinas, CA 93901, is entered into with a term of January 19, 2022 through December 31, 2023. Series and County may be referred to herein as "party", or collectively as the "parties".

RECITALS

WHEREAS Series is wanting to conduct a motorcycle type road and off-road racing event at the Laguna Seca Recreation Area at the WeatherTech® Raceway at Laguna Seca (collectively the "Facility"); and

WHEREAS County owns and/or controls the Facility and wishes to have Series conduct a road and off-road racing event known as the "Geico Motorcycle MotoAmerica Superbike SpeedFest at Monterey" (the "Event") at the Facility; and

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this Agreement along with the exhibits as set forth below and constituting the Agreement.

NOW, THEREFORE, Series 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: Series 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
 - 1.07 Exhibit G: Area 23 Diagram
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 a 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 Series acknowledges that a County appointed Manager is the County's onsite manager for the Facility ("Manager") and Series 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.
 - 4.02 Failure of either party to take such actions, or refrain from taking actions, as may reasonably be requested by the other party in accordance with this Agreement.
 - 4.03 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.
 - 4.04 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.
 - 4.05 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. Series shall forfeit Events fees set forth in Exhibit A for termination more than 60-days prior to Event for any reason other than noted below. Series

may not cancel event less than 60-days prior to the Event without incurring fees. Termination occurring 60-days or less prior to the Event, Series shall pay a flat \$32,400 fee per unlimited sound day, as required for this Event and 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 or Force Majeure.

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

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

5.02.2 Refund any previously paid unearned fees.

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

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 Series to hold harmless the County, its Board, officers, agents, and employees from any loss resulting from Series' Default.

5.04 County's Rights and Remedies Upon Termination:

5.04.1 Upon Termination, Series 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. Indemnification.

6.01 County shall indemnify and hold Series, 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 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 Series.

6.02 Series shall indemnify and hold County, its board, 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 the Event or this Agreement or the negligent or improper act(s) of Series, 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. 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:

TO SERIES:
Chuck Aksland, Chief Operating Officer,
Krave Group LLC
18004 Sky Park Circle, Ste 110
Irvine, CA 92614

TO COUNTY:
Bryan Flores, Chief of Parks and County Representative
County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, CA 93901 and

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

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. Entire Agreement. This Agreement constitutes the entire agreement between Series and County. All previous communications and negotiations between Series and County/Manager, whether oral or written, not contained herein are hereby withdrawn and void.
9. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.
10. 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 Series 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. Construction of Agreement. The County and Series 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. Authority. Any individual executing this Agreement on behalf of the County or the Series represents and warrants hereby that he or she 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. 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, CA, 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. 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, Series 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, Series intends to continue certain motorcycle racing activities for 2021, 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 Series' 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 Series and the parties will work together to determine a fair allocation of any previously incurred expenses that cannot be reasonably avoided or mitigated.

15. Limited In-person/Participant Operations. In the event that 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. If the parties cannot mutually agree on appropriate adjustments, then: (i) Series shall pay a flat \$32,400 fee per unlimited sound day, in addition to any safety services such as ambulance, tow, corner workers, etc. based on track use of canceled event to County and be responsible for all expense of the Event.
16. Health and Safety Protocols: Series 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, Series 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. Representations and Warranties:
 - 17.01 Series 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 Series has been duly authorized. This Section shall survive expiration or termination of this Agreement.

17.02 County represents and warrants to Series 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 Series that the Track is fit, and operational for the purposes of this Agreement. This Section shall survive expiration or termination of this Agreement.

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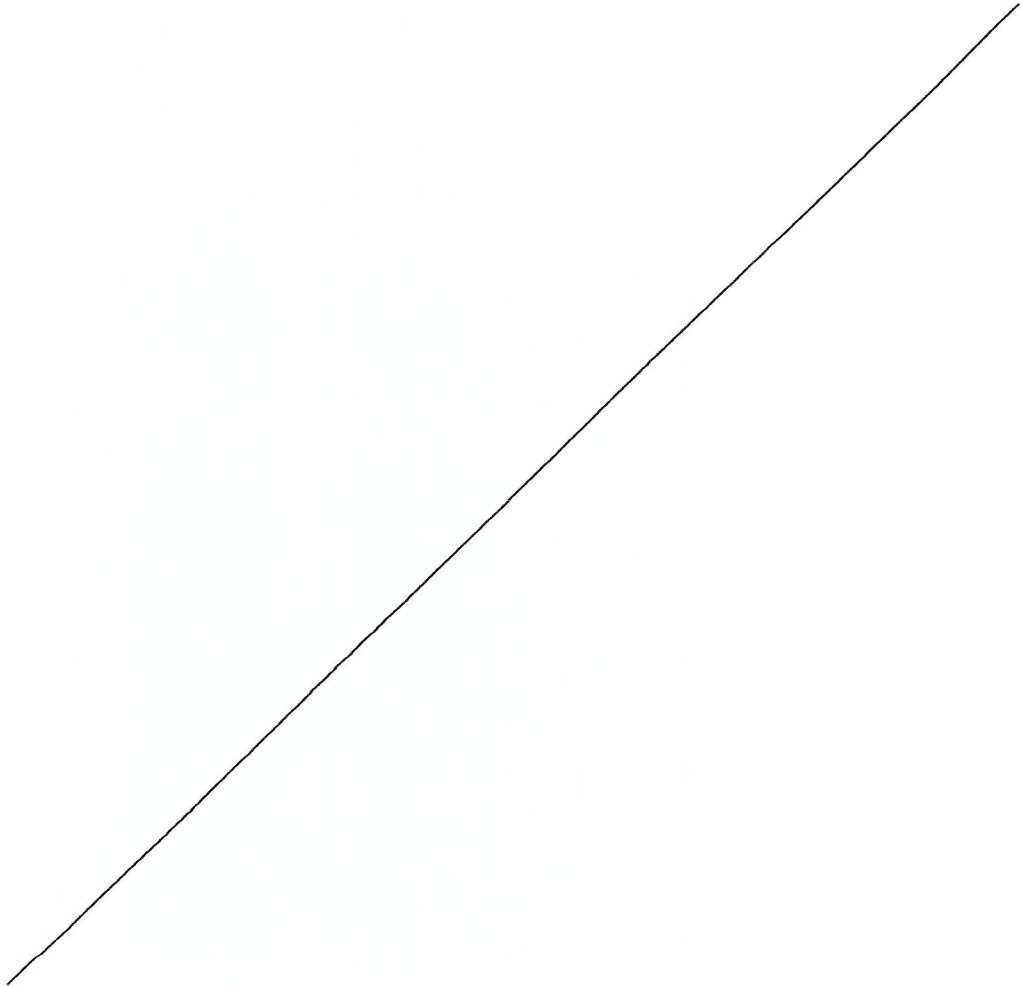


Exhibit A
EVENT SUMMARY

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

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

EVENT NAME: Geico Motorcycle MotoAmerica Superbike
SpeedFest at Monterey

SERIES: Krave Group, LLC
18004 Sky Park Circle, Ste 110
Irvine, CA 92614

AGREEMENT TERM: January 19, 2022 - December 31, 2023

EVENT START TIMES: 8:00 a.m. Daily

EVENT END TIME: 5:30 p.m. Daily (provided such period may extend
to 6:00 p.m. 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 to 6:00 p.m. upon the good
faith mutual agreement of the parties).

DATE OF EVENTS: July 8-10, 2022;
2023 dates will be mutually agreed upon in
writing by the parties by December 31, 2022.

LOAD IN (including track access): Wednesday, July 7, 8:00am- 6:00 pm

SET-UP (including track access): Thursday, July 8, 7:00am - 7:00pm

FEES: Due to County of Monterey, paid by Krave
Group, LLC (this will be invoiced and payable
prior to March 1, 2022 and for 2023, by March 1,
2023)

EVENT FEE: 2022 - \$27,500
2023 - \$30,000

PAYMENT DUE DATE: 2022 – non-refundable Event fee due no later than
May 1, 2022.
2023 - non-refundable Event fee due no later than
March 1, 2023
Event Fees are non-refundable for all terminations
other than termination due to a Force Majeure
(including COVID-19)

INSURANCE SUBMISSION DATE: May 1, 2022, and May 1, 2023. Event will not take place without insurance requirements in place no less than 60-days prior to the scheduled load-in date.

Facility Assets Included for Use During Event:

Garage Bays 1-24 Steward's Room

Timing & Scoring Building Paddock Area

Vendor Marketplace Area Designated Parking Areas

Off-Road Course Area 23, as identified in attached Exhibit G, as an off- road vehicle area, subject to restrictions and approval by County Manager. Area to be prepared and returned to its existing condition at the expense of the Series. If County permits or Storm Water Pollution Prevention Plan (SWPPP) is required all coordination and expense would be that of the Series. If any off-road course is approved for use within the Park or Track boundaries proper permits if applicable and safety barriers will be required to be installed and removed, as approved by County Manager, at Series expense. Below are the additional areas to be considered for use.

Portion of Wolf Hill/Purple Parking as agreed upon and identified in Exhibit G

Campgrounds and Camping Facilities

Media Center

Pavilion

Corkscrew Hill area if approved by County Manager. Approval will be based on intended use and proposed impact to area. Area to be prepared and returned to its existing condition at the expense of the Series. If County permits or Storm Water Pollution Prevention Plan (SWPPP) is required all coordination and expense would be that of the Series.

Designated area for Flat track activity is in the lakebed if approved by County **Manager**

Area to be prepared and returned to its existing condition at the expense of the Series.

Staffing Inclusions:

Park and Track Staff

Event Operations Staff and Upper Management

Concessions and Hospitality Volunteers

Parking, Paddock and Camping Volunteers

Admission and Vehicle Control Volunteers

***Area 23:** Use of Area 23 may be subject to additional permit requirements and restrictions, including California Environmental Quality Act (CEQA) and SWPPP requirements, and approval by Monterey County. At its own cost and expense, Series is responsible for obtaining appropriate use permits. Series shall mutually cooperate with County to prepare the area for use, at its own expense. Series further agrees that neither County nor Manager shall be liable for negligent injury in Area 23 to Series and its employees, personnel, guests, invitees and/or participants. Series and all participants at the Event agree to indemnify, defend and hold harmless the County, Manager, and their officers, agents and employees from and against any and all claims, demands, losses, expenses, liabilities and damages arising from the use of Area 23 areas by Series, and Series' employees, personnel, guests, invitees, and participants. Upon notice from County or Manager, Series shall defend all such claims at Series' sole expense. Series, as a material part of the consideration of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Area 23 and related facilities arising from any cause, and Series to the fullest extent required by California law hereby waives all claims in respect thereof against the County and Manager.

End Exhibit A

Exhibit A-1

EVENT SCHEDULE

Series shall provide Schedule to Management no less than 60-days prior to Event.

Exhibit B
SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Event Fee - \$27,500 for 2022 and \$30,000 for 2023
2. Shared Revenue
 - 2.01 Series and County shall split all general admission tickets, parking, and camping revenue 50/50 and other as stated in the Agreement. The per ticket fee of \$0.80 and credit card transaction fee of 3% will also be split 50/50. For clarity, if special ticket packaging is offered above and beyond the general admission, parking and camping price, revenue in excess would be paid 100% to the Series. Special packages include two seat rides, parade laps, Wayne's Ride, Harley, Ducati, or other manufacturer packages, additional ones would require County Manager approval within 5 days of the request by Series. Series to provide at Series expense general admission tickets to County to be used for volunteers, staff, and sponsorships if sponsors secured by County. A required ticket list will be provided to Series 30 days in advance of the event for mutual agreement by Series and County. Laguna Seca Season Pass will be honored with no revenue share with Series. Tickets for Laguna Seca volunteers who work the Event allowed two per volunteer per each day of Event worked.
 - 2.02 Ad Strategies, the tickets sales vendor for Series, will provide weekly reports to include collected revenue and number of tickets sold by Series for all general admission ticket sales and other ticket revenue included in the sales of Camping, VIP Hospitality, VIP Parking. Reporting to begin April 1 prior to the Event dates with reports submitted each Monday for prior week. Series will instruct Ad Strategies, using its own Tix Inc platform (separate from the County's Laguna Seca ticket sales Tix Inc.) to submit the weekly revenue and attendance reports directly to the Ticket and Accommodations Manager and Senior Vice President of Finance for County Manager. Within 7 days after the Event dates, Series will provide a final recap of total revenue collected and calculations for individual revenue sources as stated in the Agreement. Senior Vice President of Finance will reconcile the recap against the final revenue report provided by Ad Strategies. County Manager's Senior Vice President of Finance will send invoice to Series within ten days after the event, payment in full is due thirty (30) days after receipt of invoice by Series.
 - i) Series 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. Any required service clubs contracted with LSRA for purposes of providing the services as stated will be a charge back to the Series at the service organization contracted hourly rate to include one food voucher and entry ticket per volunteer. County to provide at their expense any required security and parking volunteers at County expense. Designated staffing for coordination of camping locations shall be provided by Series. If service club volunteers are required, the expense will be a 50/50 split between County and Series. Service Club ticket requirements at the expense of Series.

- 2.03 Series shall oversee all vendor sales in the "Marketplace" and will be responsible for all costs associated with vendors including but not limited to all set-up, tents, furniture, artificial turf, generators, equipment, power hook ups, etc. Any activities including but not limited to carnival rides, kids' zones, temporary structures, etc. may require approval by the Monterey County Housing and Community Development Department (HCD). Series is responsible to get approval prior to set-up and coordinate on-site inspection. It is the responsibility of Series, at its sole expense, to obtain all required permits, insurance and provide the COI for any activities provided by vendors as required by the County Agreement. Series point of contact will be the Director of Operations regarding any marketplace topics and will assist in directing Series to the proper County department regarding such requirements. Series will keep 100% of revenue from all "Vendors and Expo" space rentals.
- 2.04 Series to provide a list of target sponsors 120 days prior to the event to county agent allowing county agent to also sell sponsorships to an established target list. Both series and county agent shall oversee their proprietary sponsors and will be responsible for all costs associated with fulfillment of their Event sponsorship agreements including production and installation of signage assets. Series will be required to utilize County approved signage installation services company for all needs on track. Series and county agent will keep 100% of the revenue from their individual proprietary sponsors identified on their target list.

3. Conduct and Control Over Event. Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on-track activities of the Event. Series will work together with County on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout, design and setup. WeatherTech Raceway at Laguna Seca has specific attire protocol required for anyone working or requesting access to the hot and cold pit lanes which Series will be required to follow.

- 3.01 Insurance. Series is responsible for providing at its sole expense: (i) participant accident insurance coverage for all Series sanctioned activities including, but not limited to, AMA, all on-track participants, officials, course marshals and all Series credentialed personnel. This proof of coverage needs to be received by the County no later than 60 days prior to the Event(s) load-in and comply with the provision of Exhibit F. The insurance policies shall not be canceled or reduced without at least ten (10) days prior written notice to and approval by County. A Certificate of Insurance showing the existence of a policy or policies having the required coverage with the above-described endorsements must be delivered to Manager prior to the beginning of any use under this Agreement.

4. Event Merchandise: Series shall provide the Series logo, on a non-exclusive basis, to County to produce Event specific merchandise to be sold at the Souvenir Store twelve weeks prior to the event. Merchandise designs are subject to prior written approval of Series, not to be unreasonably withheld. County shall retain all revenue from its Event merchandise sales sold

through the Souvenir Store. Series may also sell Event merchandise and will be given a 10'x20' space in the Lakebed to do so.

5. Fire and Medical Equipment and Personnel. Series 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. If the on-site medical clinic is required by Series, the clinic and professional medical personnel will be made available. Expense of medical personnel will be responsibility of the County. 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 Series approval, and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the Track.

5.01 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 10 lb. multi-purpose fire extinguisher (provided by County), and radios with closed ear headsets for direct communication with race control, at each such station. If available, radios and headsets will be available for a minimal charge. An inventory will be done upon return and Series will be billed for any missing radios, headsets, batteries, charging stations, etc.

5.02 Series is required to provide, at Series expense, a minimum of two (2) towing and recovery trucks. County equipment and staff will not be made available for this purpose.

5.03 Track Preparation and Cleaning: County shall ensure that the raceway surface is clean and safe for on-track facilities. Raceway will be power swept each morning prior to on-track activities. County will also have track sweeping services available if the racing surface becomes unsafe due to an on-track incident.

5.04 If straw bales are used by Series or other specific items required for track use, Series will provide, at Series expense, and is responsible for distributing them on track and removing them from the track and Facility. Placement of straw bales or other items required for track use must be approved by Management.

5.05 Ambulance Resources: A minimum of three (3) properly staffed ALS-1 or ALS- 2 (the highest level available, full life support, per state requirements) ambulances to be dedicated exclusively to the racetrack activities arranged by Series at Series expense.

5.06 Emergency Dispatch Personnel: Series shall provide, at Series expense, an emergency vehicle dispatch person for all on-track ambulances, rescue and safety crews.

6. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award

presentations.

7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.
8. Radio Transmissions. Series will provide County a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participants to change to a legal, licensed frequency prior to arriving at the track.
9. Trophies. Series shall be responsible for all trophies and prizes.
10. Series Operations.
 - 10.01 Series is required to manage its own operations.
 - 10.02 Series is required to perform all technical and safety inspections of the racetrack, garages, pit lane, pit stalls, and paddock.
 - 10.03 Series 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.
 - 10.04 Series is required to perform registration and related administrative functions for all Series employees and participants/entrants.
 - 10.05 Series can use open areas, as designated by Manager, within the Facility for registration at no charge. If office units need to be brought in or tents need to be built to satisfy Series registration needs, it will be at Series expense including all necessary permits.
11. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C.
12. Entry Fees: Series shall retain all participant and crew entry fee revenue as outlined in Exhibit "A".
13. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and suppliers. Contractors or suppliers in an agreement with County include an 18% fee due back to County.
14. Customer Parade Laps: Series will work in good faith with County and Manager to provide County with track time per event day for County to use for VIP hot laps and customer parade laps.
15. Programs: Series is responsible for any program, costs, creation and distribution. County shall be able to include its "year-around sponsors" in program advertisement pages at no cost to County or its sponsors. Series to notify county six (6) months prior to the Event if programs will be produced.

16. Sponsorship: Series is responsible for all Event sponsorship sales which they secure, and any costs associated with fulfillment.

End Exhibit B

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 Series to sell and utilize. Series is required to use the County authorized track signage provider for all signage and installation.

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 structure
Catch-Fence
Billboards
Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
Turn 11
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
*Any future developed signage locations or unique opportunities to be discussed
in advance for inclusion

1.01 Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal.

1.02 County shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.

2. County Sponsors and Signage: Series 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 Series sponsors.

2.01 Notwithstanding anything in this Agreement to the contrary, County shall retain the right to display the on-track branding of "WeatherTech® Raceway at Laguna Seca" as the official County racetrack sponsor as the displays remain in a year-around placement.

3. Vendors: Series is responsible to sell spaces to vendors and exhibitors. Vendors must comply with requirements of Series Agreement, California law and provide a resale license.

4. Series is responsible for Hwy 68 signage, design, production, and installation which by May 1st is installed and is removed the Monday following which is July 11.

End Exhibit C

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 permit the Event to be conducted 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. Series 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 . Series required to follow all health protocols and guidelines mandated by State and County for general public safety.
3. 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 Series or other parties under the responsibility of Series during non-event times, 6:00pm - 8:00am, such security, including special requests, will be at the expense of Series.
4. 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 Series 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.
5. Event Insurance: County shall obtain and maintain public liability insurance for the Event on a primary basis for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000.00 per occurrence and shall cause Series to be named as an additional insured with respect thereto.
6. Miscellaneous County Rights and Obligations:
 - 6.01 Provide adequate parking areas for general admission at a minimum fee to be determined. Parking revenue to be split 50/50 between Series and County. For the foregoing purposes, three (3) weeks in advance of the Event, County shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas.
 - 6.02 Honor the Series' staff credentials.

- 6.03 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. Series is responsible for cost of the announcer.
- 6.04 Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the Event.
- 6.05 Subject to schedules, County shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series 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; and the like.
- 6.06 County shall market and promote the Event as a premier event like other events on the season schedule to include but not limited to:
 - 6.06.1 Being added to the Season Schedule and all associated marketing material
 - 6.06.2 Included on County/WeatherTech® Raceway at Laguna Seca website as an Official Event including ticket sales page
 - 6.06.3 Promoted like other events on the Season Schedule through all distribution channels
 - 6.06.4 Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.
- 6.07 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of forty (40) chairs and additional standing room, actual area to be agreed upon in writing by the parties. If specific health mandates are in effect, this obligation by County will be provided based on required CDC, state, and local health protocols.
- 6.08 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. Revenue from sponsorship related to concessions if secured by Series will be retained by Series excluding existing year-around sponsors and partners of Facility.

6.10 County shall be responsible for the expense for Monterey County Sheriff and/or Del Rey Oaks Police Department for traffic and spectator control as required by Monterey County.

6.11 Spectator Ambulance:

County, at its expense, to provide one (1) properly staffed ALS-1 or ALS- 2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment.

6.12 Emergency Dispatch Personnel:

County shall have present during the Event a paddock ambulance dispatch person to respond to any incidents within the paddock or track. This person shall have a detailed familiarity with the paddock, the track and track operations.

6.13 Medical Center:

County shall staff on-site medical center with a minimum of 1 doctor and 2 nurses (to be approved by Series) for the 3-day event weekend and will be responsible for any expense associated with staffing including but not limited to hotel accommodations.

6.14 On Track Vehicles:

If available, County will provide Series one (1) pace car if available for the Series Safety Officer. If a fast car driver and vehicle are needed, it will be at an additional cost of \$300 per day.

6.15 Event Security:

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. Series 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 Series at cost plus an 18% administrative fee.

6.16 Press Building:

County shall be responsible for setting up a press area for Series and County media personnel. Location will be dependent on what is available at the time and will be an agreed upon location between the County and the Series. Series is required to provide a minimum of one (1) person to oversee the Series specific media.

6.17 Track P.A. System:

County shall be responsible for providing a facility wide PA system.

6.18 Series Trucks:

County shall provide shore power for up to (3) Series trucks in the paddock. Any additional trucks requiring power will be the responsibility of the Series. Trucks must be parked close to shore power source. If a generator is needed due to paddock location, it will be at the cost of the Series.

6.19 Internet:

County shall provide adequate IT connections per Series requirements including but not limited to Timing & Scoring, Series Trucks, Registration, etc. County shall prep the handoff for the connections and Series shall run the cables to their desired location.

6.20 Sanitation Services:

Trash and sanitation service in general spectator and camping areas to be handled by County.

6.21 TV Distribution:

County shall be responsible for TV feed distribution per Series requirements and around the general spectator areas as well as hospitality areas, hot pits and garage. TV feed will not be available in the campgrounds.

6.22 Hospitality:

County shall sell individual and corporate hospitalities. Series and County will split the general admission component of such hospitality sales and VIP parking on a 50/50 basis. Remainder of the revenue goes to the County.

6.23 Go Karting:

Series and County shall mutually agree upon footprint on the new asphalt in the Lakebed by Turn 2 for the County to run a karting program open to spectators. All revenue retained by County.

6.24 Monday Track Day:

County shall retain 100% of the track rental fee with Series referrals receiving priority for the track day. Commitment required sixty (60) days out.

End Exhibit D

Exhibit E
ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Series. Series 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 Series Event logos (the "Series' Marks") in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Series, 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 Series' Mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld.
- ii) Indemnity. Series hereby agrees to indemnify County from any claims or loss arising out of County's use of the Series' 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 Series 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 Laguna Seca Raceway 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. Series shall have the right to use and sublicense County's Marks in connection with publicity, promotion, advertising, or operation of the Event, however, the Series 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 Series to use County's Marks in its corporate business or firm name and title nor to use or permit the use of County's Marks other than in accordance with the terms and conditions of this Agreement.
- iii) Indemnity. County hereby agrees to indemnify Series from any claims or loss arising out of Series authorized use of County's Marks in strict accordance with the terms and conditions of this Agreement.

- 1.03 Misrepresentations. Neither County nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.
- 1.04 Series shall always refer to the raceway as WeatherTech® Raceway at Laguna Seca.
- 1.05 Event Digital, Radio, Television & Other Media Broadcast and Distribution. County acknowledges that Series, as the entity conducting the competition, exclusively and in perpetuity owns (and in connection therewith, County hereby assigns to Series) the right to film, tape, photograph, capture, overhear, collect, record, and/or reflect in eSports, iRacing, video games and/or other virtual competitions, to simultaneously or thereafter reproduce, broadcast (whether live, live streamed, tape-delayed, re-broadcast or otherwise), transmit or distribute, by any means, medium or device, now existing or hereafter create all images, sounds and electronic or digital data generated during and in connection with the Events and the Race. Series shall undertake to provide digital and network television production and distribution of the Event and Race to be broadcast either live on linear television or live on a digital media platform. Current partners of Series (subject to change in Series' discretion) with respect thereto, include, Fox Sports, and others (together with any additional or substitute broadcast partners, collectively "Media Partners"). The consequences of not obtaining digital and network television production and distribution, however, shall not be considered a breach of this Agreement by Series. In connection with these broadcast rights:
- i) County acknowledges that the terms of broadcast may change from time to time and, therefore any Series broadcast agreements may supersede portions of this Agreement.
 - ii) Series may license, assign, or otherwise transfer any rights in or to the broadcast. All income or revenue related thereto shall be solely for the account of Series.
 - iii) County shall use reasonably good faith efforts to include language regarding broadcast ownership rights consistent with the foregoing in relevant contracts with its sponsors and services providers, particularly those with signage that will be visible to cameras during Events and provide written evidence thereof to Series. County hereby agrees that Series may depict the name and likeness of the racetrack and Facility, including depiction of the marks of sponsors and service providers as they appear at the Racetrack and Facility) in connection with Promotion and with the television and digital broadcast of the Race.
 - iv) County shall, in coordination with Series:
 - (1) Cooperate with Series and Media Partners and provide access to the Facility in connection therewith, for a site survey to identify exact locations for cameras and other infrastructure locations to be used to produce the programs ("Programs") for broadcast of the Event.
 - (2) Provide reasonable access to the Facility for the purpose of facilitating the Events broadcast, transmission or recording of the Event, including, without limitation:

- A. A suitable location for placement of Series' Media Partners' mobile facilities, on-air talent, and other support units.
 - B. Appropriate space for ground cameras, FX cameras and other cameras and filming, recording and broadcast, equipment (with 110V/20A power within 100 feet). County hereby grants permission for Series' camera partners to utilize any existing camera locations, platforms, lifts, etc.
 - C. Appropriate space for broadcast interviews with Event participants (riders and team members).
 - D. Appropriate high-speed internet access of a minimum of 100mbps upload and download speed for the Mobile Facilities.
 - E. Appropriate credentials and access, including parking at Events in order for Series, Series' Media Partners to undertake filming and broadcast.
 - F. Provide one XLR connection to the house PA feed for live streaming.
 - G. Provide one BNC cable connecting into house video system (via HS-SDI or composite) for live streaming.
 - H. Provide connectivity to RMON or MLP scoreboard feed from Timing & Scoring for live streaming.
- (3) Provide access to one or more connected television monitors in locations specified by Series;
 - (4) Supply and assure the availability of adequate 110V electrical power and backup power for the broadcast partner and 220-volt 50-amp circuit with female receptacles for the live streaming production facility; with the actual charge for such electricity relating to the digital and television production of the Event at Series' expense; and
 - (5) Permit Series, or its Media Partners, to install booths, camera platforms, wires, cables and equipment as may be necessary for the Event. Locations to be approved by County manager and Series shall return to existing pre-event condition at Series expense.
- v) Notwithstanding anything contained herein this Section 1.05 to the contrary, County's agreement to this Section 1.05 grants Series or any other party ownership or control over the County's Marks.

End Exhibit E

Exhibit F

INSURANCE AND INDEMNIFICATION

Series, at its own expense, shall provide Primary Coverage Insurance as follows:

Participant Accident Coverage: Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.

Policy needs to be placed with a carrier at least A Rated by A.M. Best.

If a satisfactory certificate is not received within 45 days prior to Event, County may cancel the event and terminate this Agreement without penalty or cost.

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 Series, except for Series' Participant Accident Coverage policy described above.

End Exhibit F