



**INDYCAR**

**INDYCAR® SERIES 2019-2021 EVENT AGREEMENT – ROAD COURSE**

**COVER SHEET**

Promoter: County of Monterey, California

**INDYCAR**  
**INDYCAR® SERIES 2019-2021 EVENT AGREEMENT – ROAD COURSE**

THIS AGREEMENT (the "Event Agreement"), made and entered into as of \_\_\_\_\_, 2018 (the "Effective Date"), by and between INDYCAR, LLC, an Indiana limited liability company with offices at 4551 West 16th Street, Indianapolis, Indiana, 46222, ("INDYCAR"), and the following organization:

Track Name: WeatherTech Raceway Laguna Seca

Legal Name (and d/b/a, if applicable): County of Monterey, California

Address: Monterey County Administrative Office  
168 W. Alisal Street, Salinas, CA 93901

State of Organization: California                      Type of Organization: Government Entity

Telephone Number: (831)755-5309                      Facsimile Number: See Section 12.10

Contact: Dewayne Woods, Assistant Chief Administrative Officer

Length of the Race Track or Course: 2.238 miles

(hereinafter referred to as "Promoter").

**Agreement**

In exchange for the mutual promises and commitments set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Cover Sheet and Preamble.** The parties acknowledge and agree that the facts set forth in the Cover Sheet and Preamble are true and correct. Terms defined in the Cover Sheet and Preamble shall have the meanings ascribed to them in the Cover Sheet and Preamble whenever used throughout this Agreement.

2. **Definitions.**

2.1 **"Additional Awards"** means any monetary or non-monetary award (including without limitation pole awards) offered by, or contracted through, the Promoter for distribution in conjunction with the Event, other than awards offered by INDYCAR for the Event or INDYCAR Championship. All Additional Awards are subject to the pre-approval and independent verification by INDYCAR.

2.2 **"Ancillary Events"** means all activities held at or in conjunction with or in support of the Event, excluding the Event itself, as described and approved in accordance with Section 9.3 of this Agreement.

2.3 **"Event"** means each event described in Section 4 and all periods for registration, inspections, practice sessions, qualifications, the races, post-race inspections and postponement dates related thereto along with any other race(s), race-related activities or any other activities associated with such event, as approved by INDYCAR.

2.4 **"INDYCAR Championship"** means the INDYCAR-sanctioned races for which INDYCAR awards points for the 2019, 2020, and 2021 IndyCar® Series championships.

2.5 **"INDYCAR Logo"** means the IndyCar® Series logo included in the definition of INDYCAR Marks, the specifications for use of which are attached as Exhibit A, as may be revised from time to time by INDYCAR.

2.6 **"INDYCAR Marks"** means Indy, the word and design form of INDYCAR and the word and design form of IndyCar® Series and such other trademarks and logos provided by INDYCAR to Promoter from time to time.

2.7 **"INDYCAR Proprietary Information"** means (a) any technical, business or financial information or documents used, provided or disclosed by INDYCAR (or any of its affiliates) in connection with or pursuant to this Agreement; (b) customer lists of any kind used, provided or disclosed by INDYCAR (or any of its affiliates); (c) the manner in which INDYCAR (or any of its affiliates) engages in the exploitation of or otherwise manages its television, radio and other broadcast rights; (d) the manner in which INDYCAR conducts, controls and sanctions the racing competition; (e) the manner in which INDYCAR promotes the series, the Event and the sport of open-wheel racing; (f) the manner in which INDYCAR establishes, promotes and maintains relationships with sponsors, race teams and drivers, race officials, other promoters, fans and other third parties involved in the Event and/or the IndyCar® Series; (g) the actual attendance figures referenced in Section 12.11, and (h) any information or documents that fall within the definition of "trade secrets" as defined in the California Public Records Act.

2.8 **"INDYCAR Sponsor"** means any third party to whom rights have been granted by INDYCAR as an official sponsor of and/or supplier of goods and/or services to INDYCAR. INDYCAR Sponsors may be, but are not limited to, companies involved with the following INDYCAR programs: promotional/official partner or status arrangements; awards for an INDYCAR Championship, Sub-Championship and/or the Event; official pace car and safety vehicle programs; victory circle/lane ceremonies, awards, presentations and photographs.

2.9 **"Liabilities"** means any claims (including without limitation claims of any indemnitee's negligence), demands, allegations, obligations, suits, actions, causes of action, proceedings, rights, liabilities, losses, damages, fines, penalties, Taxes, costs and expenses (including without limitation reasonable attorneys' fees and court costs), and amounts paid in settlements.

2.10 **"Premiums"** means any non-saleable article bearing an INDYCAR Mark to be used for the purpose of increasing the sale of, promoting, or publicizing any product or service, including incentives for sales force, trade or consumers. The manufacturer of any and all Premiums must be, or become, an officially-approved licensee of INDYCAR.

2.11 **"Promoter Marks"** means the trademarks and logos provided by Promoter to INDYCAR from time to time for promotion of the Event, including the layout and appearance of the Track.

2.12 **"Promoter Sponsor"** means any third party to whom rights have been granted by Promoter as an official sponsor of and/or supplier of goods and/or services to Promoter.

2.13 **"Sub-Championship"** means an event or series of events comprised of INDYCAR Championship or non-INDYCAR Championship event(s) for which points, awards and/or sub-championship titles may be offered by INDYCAR. Sub-Championships may include, without limitation, events occurring during the same racing season or during multiple racing seasons.

2.14 **"Taxes"** means any and all taxes, levies, imposts, duties, tariffs, governmental fees (including without limitation radio and other licensing fees), bonds, permits and other governmental charges under all applicable laws, including penalties, interest and fines. All reference to words deriving from "Taxes", such as "Tax" and "Taxation" are to be construed accordingly.

2.15 **"Territory"** means the United States of America.

2.16 **"Track"** means the race track commonly known by the Track Name, including the racing surface, barriers, walls, the outer perimeter fencing, parking areas and other areas adjacent to the race track over which the Promoter has control along with any modifications, additions, replacements and other improvements to such race track, outer perimeter fencing, parking areas and other areas adjacent to the race track.

3. **Right to Promote Events and Sanctioning of Events.**

3.1 **General.** INDYCAR hereby grants to Promoter the right to organize and promote each Event, and Promoter agrees to organize and promote each Event pursuant to the terms and conditions of this Agreement. INDYCAR agrees to sanction and conduct each Event in accordance with the IndyCar® Series Rule Book, as amended from time to time (the "IndyCar® Series Rule Book") and subject to such bulletins, supplemental rules and special rules that may be published by INDYCAR for general application or specifically for an Event. Interpretation and application of the IndyCar® Series Rule Book and any bulletins, supplemental rules and special rules remain in INDYCAR's sole discretion, and are final and unreviewable, except as provided in the IndyCar® Series Rule Book. INDYCAR shall provide copies of the IndyCar® Series Rule Book to Promoter as soon as they are available.

3.2 **Term.** The term of this Agreement commences on the Effective Date and shall continue until 48 hours following the conclusion of the 2021 Event, unless earlier terminated in accordance with the terms and conditions of this Agreement ("Term"). Promoter acknowledges that INDYCAR is making substantial commitments and foregoing substantial opportunities in reliance upon the commitments of Promoter through the 2021 Event, particularly as it relates to each Event Date, and that any early termination of this Agreement by Promoter will result in substantial economic losses to INDYCAR that may be difficult and costly to determine. In light of the foregoing, in addition to any other rights and remedies available to INDYCAR, if Promoter desires to terminate this Agreement prior to the end of the Term, Promoter shall give written notice as provided in Section 12.10 by no later than 90 days prior to an immediately upcoming Event, indicating Promoter's intent to terminate this Agreement, and together with such notice, in addition to the Sanction Fee for the upcoming Event, pay to INDYCAR, as an early termination payment, the Sanction Fee for the Event that was to have occurred immediately subsequent to the upcoming Event. In the event Promoter fails to give INDYCAR written notice terminating this Agreement by at least 90 days prior to the upcoming Event, and termination or a material breach of this Agreement occurs at the hands of Promoter, in addition to the Sanction Fee for the upcoming Event, Promoter shall pay to INDYCAR, as an early termination payment, the Sanction Fees for the next two Events to take place after the upcoming Event. If termination and/or a material breach of this Agreement by Promoter occurs that results in cancellation of the 2019 Event, Promoter shall pay to INDYCAR, as an early termination payment, the Sanction Fees for the 2020 and 2021 Events. To clarify, there shall be no refund for any Sanction Fee payments and other amounts paid to INDYCAR prior to the date of such termination. The parties also agree and acknowledge that the amounts due under this Section are not a penalty but rather an agreed upon liquidated amount to compensate the non-terminating party.

4. **Description of Event.** The Event shall be as follows:

4.1 **Event Name.** The name of the Event shall be the INDYCAR Monterey Grand Prix unless otherwise mutually agreed by the parties (collectively, the "Event Name"). If the Event Name contains an INDYCAR Mark, then INDYCAR shall exclusively own all rights (including trademark rights) in the Event Name and any and all usage of the Event Name shall be subject to Section 8.5, and to the extent that Promoter acquires any rights in such an Event Name, Promoter agrees to execute all documents and do all things necessary, as requested by INDYCAR and at Promoter's expense, to assign all such rights to INDYCAR.

4.2 **Event Dates and Start Times; Postponement.**

4.2.1 **Event Dates.** The 2019 Event Date is TBD. INDYCAR will exercise reasonable efforts to schedule future Events during the same weekend as the 2019 Event and acknowledges the desirability of such date equity. If, however, due to television and/or scheduling conflicts, in INDYCAR's sole discretion, it becomes necessary to schedule any future Events for a different weekend, INDYCAR will exercise reasonable efforts to notify Promoter of such intention at the earliest possible time. If INDYCAR and Promoter are not able to agree upon a date for future Events, then either party shall have the right to terminate this Agreement by giving written notice to the other party. Upon such termination, neither party shall have any further liability or obligation with respect to such Event and any future Events. For purposes of clarification, if the Agreement is terminated with respect to a future Event, it is also terminated with respect to all subsequent Events.

4.2.2 **Start Times.** The Start Time for each Event is TBD (**New York Time**). The Start Time is subject to change by INDYCAR including without limitation due to weather, request by the applicable television broadcaster, or such other reasons INDYCAR deems necessary or appropriate, in its sole discretion. In the event of a change in the Start Time, INDYCAR will notify Promoter as soon as reasonably practicable after INDYCAR's receipt of notice of such a change.

4.2.3 **Postponement.** INDYCAR will use its best efforts to consult with Promoter regarding postponement of an Event, but the decision to postpone an Event remains in INDYCAR's sole discretion. The postponement date of an Event is subject to the mutual agreement of INDYCAR and the Promoter. INDYCAR's decision to postpone an Event shall not require Promoter to postpone or reschedule Ancillary Events, the decision concerning which remains in the sole discretion of the Promoter.

4.3 **Sanction Fee.** The Sanction Fee for each Event is as follows (each a "Sanction Fee"): \$1,200,000 for the 2019 Event (to the extent Promoter's 2019 IMSA event remains the weekend prior to the Event or if IMSA's 2019 event occurs a week after the Event; otherwise, the 2019 Sanction Fee shall be \$1,500,000), \$1,500,000 for the 2020 Event, \$1,500,000 for the 2021 Event. Notwithstanding any other provision of this Agreement and in addition to the Sanction Fee for each Event, if INDYCAR sells an Event Title Sponsorship (which Event Title Sponsorship shall be subject to Promoter's approval), INDYCAR shall be entitled to a mutually agreed upon percentage of the revenue from such sale.

4.4 **Event Length.** The Event length shall be reasonably determined by INDYCAR to fit within the established television broadcast window. INDYCAR agrees to consult with Promoter regarding the length of an Event.

4.5 **Road to Indy.** The parties agree that an Event weekend may include up to three (3) other Road to Indy racing series ("RTI Series") designated by INDYCAR (and related activities including practice and qualifying) (each such race shall be known as an "RTI Race") without payment by Promoter of any additional sanction fee. It is the intention of the parties that all rights and responsibilities relating to the RTI Races shall be allocated in a manner similar to that provided in this Agreement with respect to each Event to the extent applicable to the RTI Races except that there shall be no additional fee or other cost payable to Promoter with respect to the RTI Races during the Event weekend. Without limiting the foregoing and for example, Promoter shall furnish adequate facilities and access for the RTI Races for use by the RTI Series, as the case may be, at no cost to INDYCAR or the RTI Series, including without limitation those set forth in this Agreement. However, any such RTI Race shall require and is subject to execution of a mutually agreed upon separate agreement between the RTI Series and Promoter outlining the rights and responsibilities of each, which Promoter agrees will not include the payment of any fee by such RTI Series related to the RTI Race, and which INDYCAR agrees will not include any additional sanction fee. Promoter acknowledges that INDYCAR is not a party to and shall not have any liability associated with such third party agreement.

4.6 **Weekend Schedule.** Subject to Section 9.3 and without limiting either party's right under this Agreement, the parties agree that the on-track schedule for each Event weekend shall be determined by mutual agreement of the parties; however, INDYCAR shall, where practicable, be permitted to maintain schedule

consistency among road and street courses across the IndyCar Series, and all racing series utilizing the track for each Event weekend must be pre-approved by INDYCAR. For clarity, Promoter shall not enter into any agreements related to on-track content without INDYCAR's prior written consent, which shall not be unreasonably withheld. For each Event weekend, INDYCAR reserves up to nine (9) hours of on-track time, excluding breaks between sessions, for IndyCar® Series content, including testing, practice, qualifying and the race. At least three (3) months prior to each Event, INDYCAR shall provide Promoter with a draft schedule outlining the session times for on-track activity during the Event weekend.

5. **Promoter's Financial Responsibilities and Payment.**

5.1 **Responsibilities.** Except as otherwise provided in this Agreement, Promoter assumes and will perform all business responsibilities in connection with the organization and promotion of each Event, including but not limited to promotional/publicity activities, general management and business affairs, track and garage operations and press accreditation and facilities.

5.2 **Payment.** The Promoter shall pay INDYCAR the Sanction Fee for the Event and any other monies due INDYCAR for each Event in accordance with the following schedule. The parties agree that lack of receipt of any Sanction Fee Payment by INDYCAR by the dates set forth below (or the next business day to the extent the applicable date falls on a weekend) shall constitute a material breach of this Event Agreement by Promoter.

<i>Event</i>	<i>Annual Sanction Fee</i>	<i>Payment Due Date</i>	<i>Sanction Fee Payment</i>
2019	\$1,200,000	Within 60 Days of Execution	\$500,000
2019	.....	90 days prior to Event	\$350,000
2019	.....	10 days prior to Event	\$350,000
2020	\$1,500,000	January 15, 2020	\$500,000
		60 days prior to Event	\$500,000
2020	.....	30 days prior to Event	\$500,000
2021	\$1,500,000	January 15, 2021	\$500,000
		60 days prior to Event	\$500,000
2021	.....	30 days prior to Event	\$500,000

All payments shall be made by wire transfer of immediately available funds to the bank account provided to Promoter by INDYCAR, in writing. Promoter agrees to reimburse INDYCAR for any expenses that INDYCAR may incur in the collection of unpaid fees and/or payments, including reasonable attorneys' fees. All payments made after the Payment Date are subject to a late payment charge of 1½ % per month.

5.3 **Intentionally Deleted.**

5.4 **Taxes; Etc.** All amounts payable by Promoter to INDYCAR pursuant to this Agreement, including without limitation the Sanction Fee set forth in Section 4.3 and any liquidated amount set forth in Section 3.2, shall be net of and after any and all deductions and withholdings for governmental taxes, fees and other charges under all applicable laws. Promoter shall be responsible for payment of any taxes, fees and other charges assessed by any taxing authority with respect to the Events or the fees payable to INDYCAR, including any taxes, fees and/or other charges imposed on INDYCAR, excepting only United States federal, State of Indiana, and, if applicable, California and City of Salinas (the "City") income taxes imposed on the income of

INDYCAR. The Promoter's responsibility under this Section 5.4 is in addition to the Promoter's obligation to pay the Sanction Fee to INDYCAR and Promoter's other obligations under this Agreement. Without limiting the foregoing, Promoter shall be responsible for any and all taxes, licensing fees, bonds, permits and other associated costs imposed by any governmental agencies of the country, state, county, city and/or other governmental unit in which the Promoter conducts business (including, without limitation, radio license fees) pertaining to activities necessary to conduct the Events.

5.5 Default Rights. In addition to any other rights and remedies available to INDYCAR, if at any time a payment required by this Agreement is not timely made and Promoter fails to cure its default by making the required payment within five days following the payment due date, INDYCAR shall have the right to terminate this Agreement, and the applicable liquidated amount under Section 3.2 shall be owed to INDYCAR.

5.6 Event Documentation. With respect to the 2019 Event, prior to public announcement of such Event and, for each subsequent Event, upon INDYCAR's request but in no event later than August 15 (except where otherwise noted below) of each year preceding an Event, Promoter shall provide to INDYCAR documentation that is reasonably acceptable to INDYCAR, including without limitation, where applicable appropriate agreements, (a) that Promoter has entered into binding agreements with any required governmental bodies and other necessary third parties authorizing Promoter to host the Events in accordance with this Agreement during the Term, including without limitation the plan and provision for all necessary road/street improvements to the extent not covered by Promoter, (b) the INDYCAR approved facility Computer Aided Drawing ("CAD") of the facility (as set forth in Section 9.4), (c) an Event pro-forma, inclusive of capital expenses, and (d) that Promoter is adequately capitalized to support the capital expenses of the respective Event during the Term, as well as first year Event operating costs typical of IndyCar® Series road or street race events. It is a condition to Promoter's rights with respect to each upcoming Event that each of the requirements in (a) through (d) above is met by Promoter. If such documentation is not provided to INDYCAR on or before the applicable deadline, such failure will constitute a material breach of this Agreement, and INDYCAR, in INDYCAR's sole discretion, shall have the right to terminate this Agreement in accordance with Section 12.16 of this Agreement, without any Liabilities to Promoter or any third party, and Promoter shall be liable to INDYCAR for the applicable liquidated amount under Section 3.2.

6. **INDYCAR's Financial Responsibilities**. INDYCAR will pay (a) the prize money and other awards offered by INDYCAR for each Event pursuant to the IndyCar® Series Rule Book; (b) the expenses of INDYCAR in officiating each Event; and (c) the expenses of INDYCAR associated with delivering benefits to third parties in connection with each Event pursuant to INDYCAR contractual commitments.

7. **Event Commercial Rights and Obligations**.

7.1 **INDYCAR**.

7.1.1 General Rights. Except as specifically allocated to Promoter in this Agreement, INDYCAR is entitled to the rights to commercially exploit each Event, and to all Event-based revenue. For avoidance of doubt, INDYCAR or its assignees retain all rights in and to all revenue from INDYCAR Merchandise Locations (as defined in Section 7.1.5).

7.1.2 INDYCAR Sponsors and Related Programs.

(a) Generally. Promoter understands and acknowledges that the Event is part of an INDYCAR Championship and that INDYCAR has contractual commitments with INDYCAR Sponsors and other third parties relating to the INDYCAR Championship, multiple events and/or various portions of an Event. INDYCAR shall use reasonable efforts to promptly notify Promoter of such arrangements, and Promoter shall use reasonable efforts to honor such arrangements and cooperate with INDYCAR for the successful implementation of programs and recognition of

sponsorship and promotional arrangements; provided, however, that Promoter shall not be required to incur any out-of-pocket costs.

(b) Recognition. INDYCAR shall be permitted to recognize all INDYCAR Sponsors, regardless of a conflict with a Promoter Sponsor, by listing such INDYCAR Sponsors in public address announcements, signage, official souvenir program advertisements and similar forms of media relating to an Event, whether at the Track or elsewhere, so long as no INDYCAR Sponsor that is in conflict with a Promoter Sponsor (as discussed by the parties, in advance) is highlighted or receives more coverage than the other INDYCAR Sponsors included in such recognition. For example, INDYCAR shall be permitted to publicly thank all its sponsors for their support of INDYCAR and participation in the INDYCAR Championship, a Sub-Championship and the Event as follows: Sponsor A, Sponsor B, Sponsor C, Sponsor D, etc. Promoter shall be permitted to thank all its sponsors, including those in conflict with INDYCAR Sponsors, in a similar manner. Notwithstanding any of the foregoing, INDYCAR shall be permitted to recognize any IndyCar® Series title or presenting sponsor, any INDYCAR Championship or Sub-Championship title or presenting sponsors, its ethanol sponsors and suppliers as described in Section 7.1.2(c), broadcast licensees, its timing and scoring sponsor as set forth in Section 7.2.4(c), and any manufacturer that is part of the INDYCAR Safety Vehicle Program as described in Section 7.1.3 without regard to the limitations set forth in this Section and regardless of whether any such sponsors/suppliers/manufacturers are in conflict with any Promoter Sponsor.

(c) Ethanol. INDYCAR has contractual relationships that include certain sponsorship and supply elements. Promoter shall cooperate with and provide recognition of the ethanol sponsors and suppliers during an Event in a manner that is directed by INDYCAR. For purposes of clarification, Promoter may have and recognize a fuel category sponsor as a Promoter Sponsor; provided however, Promoter shall not allow such Promoter Sponsor to state or imply that it supplies fuel to INDYCAR.

(d) Promoter Assets. Upon INDYCAR's request, Promoter agrees to work with INDYCAR in good faith to allow INDYCAR to include assets owned and/or controlled by Promoter pursuant to this Agreement or otherwise ("Promoter Assets") in sponsorship packages offered by INDYCAR to INDYCAR Sponsors. Such Promoter Assets are to be offered by INDYCAR to INDYCAR Sponsors at a standard rate to be agreed upon by INDYCAR and Promoter, and Promoter shall be entitled to the revenue related to the Promoter Assets, which may be paid to Promoter through INDYCAR or directly by the INDYCAR Sponsors, as determined by INDYCAR in its discretion. Notwithstanding Section 6(c), Promoter shall be responsible for delivery of the Promoter Assets to INDYCAR Sponsors, at Promoter's expense, subject to this subsection 7.1.2(d).

7.1.3 Official Safety Vehicle Programs. INDYCAR reserves the right to license one or more vehicle manufacturers to hold itself out as the "Official Safety Vehicle/Car of INDYCAR/IndyCar® Series" (or comparable designations) (collectively, "INDYCAR Safety Vehicle Program") together with the right to promote such manufacturer's name and logo at an INDYCAR Championship event. In the event of a conflict relating to the INDYCAR Safety Vehicle Program, the parties agree that such conflict will be resolved in a manner that does not compromise the safety of the Event participants as determined by INDYCAR in its sole discretion, including but not limited to the provision of Track laps to INDYCAR fans and pacing the Event by INDYCAR's official safety vehicles. Notwithstanding the foregoing, this Section 7.1.3 does not preclude the presence of official cars (pursuant to Promoter contractual commitments notified to INDYCAR, in advance) at the Track during an Event, including Track laps and ceremonial parade lap(s) (in front of the INDYCAR official vehicle(s)) as coordinated with INDYCAR in advance of the Event. The parties acknowledge, understand and agree that all Track activity involving the Track during an Event shall be scheduled by INDYCAR, in its sole discretion. INDYCAR will use reasonable efforts to accommodate the scheduling wishes of Promoter's sponsor(s), provided INDYCAR



is given notice of such wishes well in advance of the Event. Only INDYCAR officials shall be permitted to operate vehicles (whether considered safety vehicles or pace vehicles) on the Track during periods that IndyCar® Series competitors are on the Track regardless of whether such vehicles' participation in the Event is through arrangements made by INDYCAR or Promoter. The only exceptions to this policy are for emergency management vehicles (wreckers, ambulances and the like) or as otherwise expressly agreed by INDYCAR.

#### 7.1.4 Broadcast Rights.

(a) Generally. Promoter acknowledges that INDYCAR exclusively and in perpetuity owns any and all rights (whether live, delayed or otherwise) to exploit each Event and/or the IndyCar® Series, the INDYCAR Championship, and any Sub-Championship and portions thereof including, without limitation, the following exclusive rights: (i) all rights under copyright and otherwise to all photographic, video, audio, films, still and/or motion pictures or other reproductions thereof, including without limitation all images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information), and (ii) all rights (under copyright or otherwise) in and to all radio and television broadcasts and other reproductions or depictions of any kind of each Event and/or the IndyCar® Series, INDYCAR Championship, any Sub-Championship and any portion thereof in any and all media whether now known or hereafter discovered, throughout the world, in perpetuity, and (iii) all rights to copyright, reproduce, distribute, display, perform, sell, license, assign, and otherwise dispose of or turn to account any of the foregoing (or portions thereof) alone or combined with any other materials for any purpose whatsoever, including the advertising and exploitation of any production or material incorporating any of the foregoing, together with the right to alter and/or make any and all derivative works of each (or any portion) of the foregoing. Notwithstanding the foregoing sentence, INDYCAR does not claim ownership rights in the intellectual property of Promoter, Promoter sponsors, the State of California, or the Sports Car Racing Association of the Monterey Peninsula ("SCRAMP"), such as, but not limited to, trademarks logos and trade dressing which may be contained in the content, except rights to exploit such intellectual property in connection with the Event as provided in the preceding sentence. Except as provided in the preceding sentence, to the extent not already owned by INDYCAR, Promoter hereby irrevocably assigns to INDYCAR exclusively and in perpetuity any and all rights set forth above. Promoter represents and warrants to INDYCAR that as of the date of this Agreement, it has not granted to any third party the rights granted herein including but not limited to rights relating to the Internet. Promoter further represents and warrants to INDYCAR that any and all logos, marks, designs, material or intellectual property appearing at the Track during the Event, including the Promoter Marks and those of any Promoter Sponsor, may be depicted in connection with the exploitation of the foregoing rights and that Promoter has obtained from all third parties the right to assign to INDYCAR all rights assigned by Promoter hereunder in connection with the exploitation of the Event. Promoter shall take all steps reasonably necessary, and all steps reasonably requested by INDYCAR, to protect, perfect or effectuate INDYCAR's ownership or other interest in the rights that are set forth herein. Without limiting the foregoing, Promoter will include the language on any and all tickets (and other admission materials) for the Event as set forth in Section 7.2.7. Without limiting the foregoing rights of INDYCAR, Promoter agrees that INDYCAR may assign or sublicense these rights in conjunction with the commercial exploitation of an Event, the IndyCar® Series, the INDYCAR Championships, any Sub-Championship and portions thereof including without limitation to INDYCAR affiliates and/or other third parties in INDYCAR's sole discretion. Promoter agrees not to take any action, nor cause or allow others to take any action, nor enter into any third party agreement, which would contravene, diminish, encroach or infringe upon these rights. Further, Promoter agrees that it will not reproduce, sell, or otherwise use or exploit any photograph, film, video, audio, depiction or other reproduction of an Event or INDYCAR's trademarks, name, other events or other property, or assist another party in doing

any of the foregoing, without INDYCAR's prior written consent. Promoter expressly and irrevocably releases and indemnifies INDYCAR Group and its licensees from and against any claims brought by Promoter or any party claiming through Promoter (including without limitation Promoter's officers, directors, members, owners, successors, assigns, agents, employees, representatives and affiliates, Promoter Sponsors, and any other persons or entities participating in an Event by reason of a relationship with Promoter) for invasion of privacy, defamation, misappropriation of likeness, or any other cause of action arising out or relating to an Event or the promotion or commercial exploitation thereof or other exploitation of the rights set forth herein by INDYCAR Group and/or its licensees. Promoter agrees the rights granted under this Agreement are irrevocable and that Promoter shall not, and shall not cause or allow others to, attempt to rescind the rights nor enjoin or restrain the distribution of the materials produced pursuant to the rights granted hereunder nor any other exploitation of such rights and waives all rights to obtain any equitable or injunctive relief. Notwithstanding the foregoing, INDYCAR will work with Promoter to permit Promoter to exploit the content owned by INDYCAR as described above upon Promoter's request and INDYCAR's express approval, which shall not be unreasonably withheld.

(b) Video-Insertion Technology. Promoter understands, acknowledges and agrees that the broadcast rights under this Section 7.1.4 might allow use by INDYCAR's television broadcast licensee of video-insertion technology, including advertising which may appear to be actual signage located at the Track. INDYCAR agrees to seek the approval of Promoter regarding placement and content for virtual advertising that creates the impression to the television viewer that it is located at the Track, such approval by Promoter not be unreasonably withheld, conditioned, or delayed. Notwithstanding any other provision of this Agreement, INDYCAR and Promoter will equally share in the net revenue actually received by INDYCAR from the sale of virtual advertising included in the television broadcast of an Event.

(c) News Access (Video). Promoter may provide third-party news crews with access to the Track solely for the purpose of bona fide news coverage provided that: (i) no competition or race footage may be filmed; and (ii) third-party news crews must comply with the terms and conditions for news access prescribed by INDYCAR and its broadcast licensees, which terms and conditions may vary from time to time but are available upon request prior to the Event, and any use of competition or race footage that does not comply with INDYCAR's and its broadcast licensees' existing news guidelines must be approved in advance in writing by INDYCAR. Promoter agrees that its media credential procedure will obligate news crews to comply with the requirements of this Section. Requests for news access (video) shall be directed to the INDYCAR Public Relations Department.

7.1.5 INDYCAR Merchandise. INDYCAR and/or INDYCAR's third party merchandise concessionaire shall be permitted to sell, on a royalty-free basis, INDYCAR merchandise at the Track from two (2) merchandise locations (collectively referred to as "INDYCAR Merchandise Locations"). Promoter shall provide INDYCAR or such merchandise concessionaire, at no cost to INDYCAR or such merchandise concessionaire, the INDYCAR Merchandise Locations in prominent, high-traffic location parking areas in the merchandise area as depicted on Exhibit B (or other areas as appropriate and mutually agreed by the parties).

7.1.6 Schedule and Promotions. INDYCAR shall have the right to promote and advertise each Event, INDYCAR, the IndyCar® Series, the INDYCAR Championship, any Sub-Championship and/or any other INDYCAR-sanctioned events or portions thereof alone and/or in conjunction with each other, INDYCAR Sponsors or other third parties, in any and all media, and include, without limitation the Event Name, Event Date and Track Name, in any such promotions and advertising. INDYCAR shall have the right to produce promotional materials and/or sell merchandise containing a schedule of INDYCAR

events (including the INDYCAR Championship, any Sub-Championship and/or any other INDYCAR-sanctioned events), including the Event Name, Event Date, and Track Name, without further consent or approval of Promoter. INDYCAR's use of the Event Name, Event Date, and Track Name for such purposes shall be on a royalty-free basis, and INDYCAR shall have the right to retain all revenue from the sale of such merchandise. Promoter shall secure permission and/or license for INDYCAR's use of intellectual property of any Event Title Sponsor (as defined in Section 7.2.2) at no cost to INDYCAR and further agrees to provide INDYCAR with documentation/substantiation that is acceptable to INDYCAR of INDYCAR's right to use the Event Title Sponsor's intellectual property.

**7.1.7 Title or Presenting Sponsor.** If INDYCAR secures a title or presenting sponsor for INDYCAR and/or the IndyCar® Series, Promoter shall integrate such title or presenting sponsor's name and/or logo as well as any revised INDYCAR logo or IndyCar® Series logo reflecting a new title or presenting sponsor in any and all promotions surrounding an Event, including without limitation those promotional items specifically set forth in this Agreement, as soon as practicable upon INDYCAR providing notice of such new title or presenting sponsor to Promoter. This Section 7.1.7 does not obligate Promoter to re-print materials, signage, or any other advertising or promotional medium for the Event which were already printed as of the date INDYCAR notified Promoter of a new title or presenting sponsor. Additionally, and notwithstanding any statement to the contrary contained herein, as it relates to the IndyCar® Series Title Sponsor, Promoter shall not grant any sponsorship or other promotional rights to any company whose primary business product or service is a competitor of the IndyCar® Series Title Sponsor's in the Category, as defined in the IndyCar® Series Title Sponsor's Sponsorship Agreement with INDYCAR, or regarding any products or services in the Category. INDYCAR shall provide Promoter such Category definition. Promoter's cooperation in the following also is required as it relates to the IndyCar® Series Title Sponsor: (i) the placement of IndyCar Series marks on Promoter materials such as the infield area, pre and post-race ceremony areas, signage, and Series-specific printed materials such as tickets and official programs, consistent with Section 7.2.12, and (ii) providing certain deliverables, including the IndyCar® Series Title Sponsor's presence in the paddock; performance pit locations; certain IndyCar® Series Title Sponsor promotional opportunities such as Fan Village, express lanes for fans with certain products, product viewing stations, and sampling/couponsing opportunities; dedicated footprints to optimize the IndyCar® Series Title Sponsor performance; and additional race experience benefits such as credentials, race modes and pace car rides.

**7.1.8 Race Teams.** All INDYCAR race teams shall be afforded an opportunity to sell merchandise in the Track merchandise area and to advertise in the Program (as defined in Section 7.2.11) and to purchase space for team sponsor hospitality. All race team merchandise locations shall be placed in a prominent, high-traffic location at the Track. Race teams desiring to sell merchandise or purchase advertising in the Program or space for team sponsor hospitality will pay a rights fee to Promoter for such opportunity(ies) which fees shall be no less favorable than the terms and conditions provided to other vendors/purchasers of comparable items and which may be retained wholly by Promoter. This Section 7.1.8 shall supersede all related terms of any Promoter standard agreement relating to these items. Without limiting any other terms of this Agreement, a race team shall be permitted to place its team name and sponsor(s) on both sides of the wall in each race team's assigned pit area and on or in each race team's garage area and hospitality space (subject to applicable laws and regulations).

**7.1.9 Public Address System.** INDYCAR shall have the right to approve all individuals who will serve as public address announcers for the Event. Promoter shall provide INDYCAR with access to a reasonably acceptable public address system in order for INDYCAR to inform participants and spectators of Event-related activities and to enable INDYCAR to fulfill its obligations for recognition of INDYCAR Sponsors pursuant to its contracts with those sponsors.

## **7.2 Promoter.**

**7.2.1 General Rights.** Except as reserved to INDYCAR or otherwise specifically agreed by

the parties (in writing), Promoter shall be entitled to commercially exploit the rights set forth in Section 7.2.

7.2.2 Event Entitlement, Event Presenting and/or Official Sponsorship. Promoter has the right to sell the at-Track Event entitlement (“Event Title Sponsorship”), presenting sponsorship (“Event Presenting Sponsor”) and/or an Event official sponsorship (“Event Official Sponsorship”). For purposes of clarification, a sponsorship will only be deemed to be an Event Official Sponsorship if the sponsor is referred to in all aspects as the “Official Sponsor of the [Event Name]”. Each Event Title Sponsorship, Event Presenting Sponsor and Event Official Sponsorship must be pre-approved by INDYCAR, in writing, in INDYCAR’s sole discretion. The parties shall cooperate with one another as well as the Event Presenting Sponsor and the Event Title Sponsor in determining each Event Name. In coordinating the licensing of the television and radio broadcast rights, INDYCAR will use reasonable efforts to facilitate the proper identification of the Event Name, including the Event Title Sponsor and the Event Presenting Sponsor, by INDYCAR's broadcast licensees; provided, however, that INDYCAR shall not be required to incur any costs in connection with the foregoing. Promoter understands, acknowledges and agrees that the appearance of the name and/or any logos and/or graphics of the Event Title Sponsor and/or Event Presenting Sponsor may be subject to the Event Title Sponsor's and/or Event Presenting Sponsor's purchase of an advertising and/or graphics package from INDYCAR's broadcast licensees. Promoter further understands and agrees that INDYCAR's broadcast licensees have the right to sell title and presenting sponsorships of Event telecasts/broadcasts and that such title and/or presenting sponsors may conflict with an Event Title Sponsor, Event Presenting Sponsor and/or other Promoter Sponsors or INDYCAR Sponsors. INDYCAR agrees to use commercially reasonable efforts, at no cost to INDYCAR, to encourage INDYCAR's broadcast licensees to discuss with Promoter potential conflicts between the Event Title Sponsor and/or Event Presenting Sponsor and any title or presenting sponsors of the Event telecasts/broadcasts. Promoter shall use commercially reasonable efforts to cause each Event Title Sponsor and/or Event Presenting Sponsor to make a cash or an in-kind contribution (or a product or similar item) for the purpose of an Additional Award to Event participants, the details of which (including award criteria) shall be mutually agreed upon by Promoter and INDYCAR.

7.2.3 Promoter Sponsors and Related Programs. Upon execution of this Agreement, Promoter shall provide a list of sponsors, advertisers and similar arrangements, including specific details as to exclusivity (if applicable) by product/service category (including in-kind and trade-out arrangements) to INDYCAR. Promoter shall not enter into any contractual arrangement which, in any way, limits or precludes the presence of INDYCAR official vehicles on or at the Track during an Event, including track laps and pacing the Event. Notwithstanding any other provision of this Agreement, Promoter shall not sell advertising in connection with an Event or Event sponsorship assets to competitors of the IndyCar® Series Title Sponsor nor shall Promoter sell advertising in connection with an Event or Event sponsorship assets to other third parties to promote products or services within the IndyCar® Series Title Sponsor's category. For purposes of this Agreement, "competitors of the IndyCar® Series Title Sponsor" means any company whose primary business product or service is a competitor of the IndyCar® Series Title Sponsor in such Title Sponsor's category. The IndyCar® Series Title Sponsor's "category" shall be provided by INDYCAR to Promoter in writing. After execution of this Agreement, Promoter shall provide a list of additional sponsors, advertisers and similar arrangements, including specific details as to exclusivity (if applicable) by product/service category (including in kind and trade-out arrangements) to INDYCAR within ten (10) days of Promoter entering into any such agreements or arrangements. Promoter represents and warrants to INDYCAR that information provided will be complete, accurate and true disclosures of the above-listed information and acknowledges that INDYCAR will rely upon such information in entering into and operating under this Agreement.

7.2.4 Signage and Advertising. Subject to this Section 7.2.4, Promoter shall have the right to sell advertising at the Track. Promoter acknowledges that advertising, sponsorships and similar arrangements in connection with an Event (whether at the Track or in any publications or otherwise) is an action that could have an impact upon INDYCAR, INDYCAR Sponsors and INDYCAR programs.

Except for Promoter's existing signage and advertising space commitments disclosed to INDYCAR pursuant to Section 7.2.3, all advertising, sponsorship and similar arrangements in connection with an Event shall be subject to the pre-approval of INDYCAR in each instance, and INDYCAR reserves the right to approve or disapprove any advertising, sponsorship, or similar arrangement in connection with the Event, such approval not be unreasonably withheld. Without limitation, the sale or use of advertising space to competitors of INDYCAR Sponsors during an Event or otherwise in connection with the Event is prohibited unless otherwise approved by INDYCAR. Furthermore, Promoter agrees that it shall not install signage or other advertising at the Track that could be construed by INDYCAR, the United States Federal Communications Commission or any other governmental authority, and/or INDYCAR's broadcast licensees as obscene or in violation of any applicable law or regulation. Notwithstanding any other provision of this Agreement, INDYCAR shall have the following rights, at no additional cost to INDYCAR:

(a) Closed Circuit Feed. INDYCAR shall be permitted to recognize all INDYCAR Sponsors and run commercial advertisements of any such sponsors in the closed circuit feed that is provided by INDYCAR and shall be broadcast by Promoter on all video screens and television displays at the Track, regardless of a conflict with a Promoter Sponsor. No INDYCAR Sponsor that is in conflict with any Promoter Sponsor shall receive more coverage than other INDYCAR Sponsor receiving such coverage. For example, INDYCAR shall be permitted to run INDYCAR Sponsors' commercial advertisements so long as it does not run a commercial advertisement for an INDYCAR Sponsor that is in conflict with a Promoter Sponsor more often than it runs the commercial advertisements for other INDYCAR Sponsors receiving commercial advertisements. Notwithstanding any of the foregoing, INDYCAR shall be permitted to recognize and run commercial advertisements of any IndyCar® Series title or presenting sponsor, any INDYCAR Championship or Sub-Championship title or presenting sponsors, its ethanol sponsors and suppliers as described in Section 7.1.2(c), its timing and scoring sponsor as set forth in Section 7.2.4(c), its broadcast licensees, and any manufacturer that is part of the INDYCAR Safety Vehicle Program as described in Section 7.1.3 without regard to the limitations set forth in this Section and regardless of whether any such sponsors/suppliers/manufacturers are in conflict with any Promoter Sponsor.

(b) Paddock. Nothing in this Section 7.2.4 shall preclude INDYCAR, INDYCAR Sponsors, INDYCAR teams, team or driver sponsors, INDYCAR suppliers or other providers of services to INDYCAR or teams from displaying signage on their cars, transporters, tents, awnings, uniforms, equipment or displays in the Garage Area, Pit Area, INDYCAR and team transporter and hospitality areas, and television compound (collectively, "Paddock") of the Track. Furthermore, INDYCAR shall retain exclusive commercial control over the Paddock (the space for which is defined in the IndyCar Series Operations Manual which shall be provided to Promoter) including the right to distribute and/or display (or authorize the distribution and/or display of) merchandise, advertising materials, and the like by INDYCAR Sponsors and/or team sponsors. INDYCAR shall have the right to retain any and all revenue derived from such activities. Notwithstanding the foregoing, any signage that is part of free standing displays (i.e., those that are not affixed to cars, transporters, uniforms, awnings, equipment, or the like) in the Pit Area and in team transporter and hospitality areas, must be pre-approved by Promoter, and Promoter agrees that it will not unreasonably withhold, condition or delay such approvals.

(c) Timing and Scoring. INDYCAR shall have the right to place prominent signage recognizing its timing and scoring sponsor on the timing and scoring structure and in at least one other prominent location at the Track.

(d) Broadcast Licensee(s). INDYCAR's broadcast licensees (including without limitation local and international) may display their names and trademarks on banners, within

mutually agreeable guidelines, on the telecasting booth, and/or on its/their equipment and uniforms.

7.2.5 Concessions and Hospitality. Promoter shall have the right to provide concessions, hospitality and catering for each Event in all areas of the Track and to retain the revenues derived therefrom. Promoter shall not allow alcohol to be sold, served, or brought into the Pit Area or Garage Area. Notwithstanding the foregoing, INDYCAR shall be permitted to provide catering to its officials and employees, contractors, guests in the Paddock Area and shall not be required to use Promoter's caterer for such purposes. INDYCAR's TV production company, IMSP, shall further be permitted the same right with respect to catering for television production personnel in the television compound.

For INDYCAR's guests (i.e., INDYCAR sponsors) in the Paddock Club, INDYCAR, at INDYCAR's option, shall either purchase catering from the official Event caterer or pay to Promoter a catering buyout fee at Promoter's standard rate not to exceed a total of \$2,500 per Event.

7.2.6 Display and Vending. Subject to INDYCAR's merchandise rights (set forth in Section 7.1.5) and other rights set forth in this Agreement (e.g., Section 7.2.4), Promoter shall have the right to sell display and vending space for the Event and, notwithstanding any other provision of this Agreement, to retain all revenues derived therefrom.

7.2.7 Tickets. Promoter shall have the right to promote, market and sell tickets for the Event and retain the revenue therefrom. Promoter shall also have the obligation to make any necessary refunds and fulfill any other Liabilities to consumers and other third parties associated with such ticket sales. A logo of INDYCAR, as designated by INDYCAR, shall appear on the front of the ticket and the content of all tickets, ticket purchase forms and associated materials for the Event. At a minimum, the following language (or other language provided in advance by INDYCAR to Promoter) must be used on the backside of tickets and other Event admission materials and in all ticket sales information and on Promoter's ticket sales Internet website in close proximity to ticket purchase information, on all credentials and on signage at all Event entrances:

*I UNDERSTAND THAT PARTICIPATION IN THIS EVENT IS AT MY OWN RISK AND COMES WITH RESPONSIBILITIES. By use of this ticket and/or other event admission material, I am agreeing to each and all of the following terms.*

*I expressly assume all risk incident to the event, whether occurring prior to, during or subsequent to the actual conduct of the event. I HEREBY RELEASE all event participants, sanctioning bodies, INDYCAR, LLC ("INDYCAR"), and their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates from any and all claims arising from the event, including claims of negligence of released parties. I grant INDYCAR and its designees the right to use my image and/or likeness in any live or recorded video display or other transmission or reproduction of the event, including without limitation my rights of publicity. All rights to broadcast, record, photograph, repeat, reproduce or recreate the event are reserved by INDYCAR. I agree not to take any action, or cause others to take any action, which would infringe on the rights of INDYCAR or its designees. I am not entitled to a refund, replacement ticket and/or other event admission material or to payment for any damages of any kind for any reason from INDYCAR, including without limitation cancellation, shortening or other alteration of the event.*

INDYCAR reserves the right to update this language from time to time upon written notice to Promoter, and Promoter reserves the right to include Promoter, its officers, employees and agents in any such release to the extent allowed by law.

7.2.8 In-Market Promotions. Promoter shall have the right to promote the Event and the sale of tickets for the Event in conjunction with Promoter Sponsors and other third parties in the marketplace of the Event and its surrounding areas, including without limitation identification and/or reference that the Event is an IndyCar® Series Event and part of an INDYCAR Championship. Promoter's use of the INDYCAR Marks is subject to Section 8. Promoter will notify Promoter Sponsors and third parties with whom Promoter is contracting that a trademark license from INDYCAR is required to use the INDYCAR Marks.

7.2.9 Merchandise. Promoter shall have the right to sell merchandise at the Event and retain all revenues derived therefrom. If Promoter (or its designated concessionaire) desires to sell merchandise bearing any of the INDYCAR Marks (including without limitation in conjunction with the Event logo) ("Event Merchandise"), Promoter (or its designated concessionaire) must secure Event Merchandise from an INDYCAR official licensee. To obtain a list of INDYCAR official licensees or for information about becoming an INDYCAR official licensee, contact INDYCAR's Director of Licensing. In addition and subject to all of the foregoing terms, Promoter (or its designated concessionaire) shall sell merchandise bearing INDYCAR Marks throughout the entire Term as part of Promoter's year-round promotion of the Event.

7.2.10 Trophies. Promoter shall provide, at Promoter's expense, driver trophies and team owner trophies in recognition and representative of the achievements of the first, second and third finishing positions of an Event ("Trophies"). The quality, appearance and word content of the Trophies are subject to INDYCAR's approval.

7.2.11 Event Official Program. Promoter shall produce, and may offer for sale, the official program, or equivalent fan guide, for each Event which shall be the sole, authoritative and official commercial publication of the Event ("Program") and retain any revenue derived therefrom. A logo of INDYCAR, as designated by INDYCAR, shall appear on the front cover and spine of each Program. Each Program shall contain a list of INDYCAR officials, details about the race participants, the respective Event schedule and any other Event-specific information requested by INDYCAR, provided INDYCAR provides such information in accordance with the printing deadlines supplied by Promoter to INDYCAR. Promoter shall provide all applicable Program printing deadlines to INDYCAR as soon as practicable. INDYCAR shall have the right to review each Program prior to it being printed, provided INDYCAR reviews and provides comments in accordance with reasonable printing deadlines as provided by Promoter to INDYCAR. Promoter shall provide INDYCAR a reasonable period of time in which to review and provide comments on each Program. At no cost to INDYCAR, Promoter shall provide: (i) two (2) four-color pages in each Program to INDYCAR for INDYCAR's use in its sole discretion, (ii) one (1) four-color page in each Program for INDYCAR licensed product advertising; (iii) one (1) four-color page in each Program for the manufacturer of the INDYCAR Safety Vehicles; (iv) one (1) four-color page in each Program for any INDYCAR Title Sponsor advertising; and (v) one (1) page in each Program for any INDYCAR Title Sponsor editorial. INDYCAR agrees that it will not "pass-through" the rights provided to INDYCAR in this Section 7.2.11 to another entity, provided INDYCAR may use the Program pages allocated to INDYCAR for the purpose of recognizing INDYCAR Sponsors and as otherwise expressly permitted above.

7.2.12 Event Promotion. Subject to the trademark approval process set forth in Section 8, at no cost to INDYCAR, Promoter shall prominently display (by painting or otherwise) the INDYCAR Logo in and around the Track and in all promotions for an Event (on-site and in-market), to INDYCAR's satisfaction, which shall mean that the INDYCAR Logo shall be more prominent than any other sanctioning body participating in the Event and at least as prominent as any title or presenting sponsor of the Event. Provided, however, that, without INDYCAR's prior written approval, no INDYCAR Logo shall be placed in close proximity to any third party trademarks, service marks or logos so as to create an impression that such third party is associated with INDYCAR. Specifically and at no cost to INDYCAR,

Promoter shall display the INDYCAR Logo, as designated by INDYCAR, to include, without limitation, on the following, in accordance with the location and size specifications set forth on Exhibit B, where applicable:

- (a) On flags (provided by INDYCAR) throughout the Track;
- (b) On banners or similar large signage at all Track entrances;
- (c) On the infield grass, or equivalent track location, in a highly visible area to the grandstands and from the air;
- (d) On the outside retaining walls in available inventory locations within view of television; notwithstanding the language above, the cost of such signage production shall be borne by INDYCAR, but installation shall be the responsibility of the Promoter;
- (e) In pre-race ceremonies and activities;
- (f) In the backdrop to victory lane/circle;
- (g) In any and all print advertising promoting the Event;
- (h) In Track media center signage and printed materials;
- (i) In the driver meeting room facility; and
- (j) In any and all other printed materials, including without limitation tickets, suite passes, parking passes, credentials and media packets.

7.2.13 Sweepstakes. If Promoter or any Promoter Sponsor would like to conduct a sweepstakes, contest or similar promotion ("Sweepstakes") in connection with an Event, and INDYCAR approves the conducting of a Sweepstakes in writing in INDYCAR's sole discretion, Promoter shall be responsible or shall cause Promoter Sponsor to be responsible, at its sole cost and expense, for coordinating, designing, operating and managing all elements of the Sweepstakes. Without limitation, Promoter or Promoter Sponsor, as the case may be, shall be responsible for compliance with all laws, rules and regulations applicable to the Sweepstakes, regardless of any review or approval by INDYCAR. Promoter agrees to indemnify, defend and hold harmless INDYCAR Group (as defined in Section 9.7.1) from any and all loss, liability, claim, cause of action, suit, fine, damage, judgment, cost or expense (including, without limitation, attorneys' fees), arising out of or in connection with the Sweepstakes even if the only claim is the negligence of any member of the INDYCAR Group.

7.2.14 Consumer Information. If Promoter collects any consumer information in connection with an Event-related promotion in which INDYCAR participates in any manner (e.g., through sweepstakes entries or otherwise), Promoter agrees to provide such information to INDYCAR for INDYCAR to use in its direct sales and marketing efforts so long as each consumer has provided his or her consent. If INDYCAR collects any consumer information in connection with the Event (including, e.g., in the INDYCAR Fan Village at the Event), INDYCAR agrees to provide such information to Promoter so long as each consumer has provided his or her consent. Promoter and INDYCAR shall only use such information provided by each other in accordance with law and with INDYCAR's privacy policy as provided to Promoter by INDYCAR.

7.2.15 Public Performance Licenses. Promoter shall provide, at Promoter's own expense, the



necessary licenses (e.g., BMI, ASCAP, SESAC, etc.) for the public performance of all musical works in connection with an Event.

### **7.3 Coordination and Cooperation.**

7.3.1 Coordination. If an Event is included in a multi-event weekend at the Track as approved by INDYCAR in accordance with Section 9.3, the parties shall cooperate with each other and the other sanctioning body(ies) for the other events being held at the Track with respect to Event promotions and the placement of a logo of INDYCAR in such promotions.

7.3.2 Event Marketing Plan. At least six (6) months or such time as mutually agreed to by the parties prior to an Event Date, Promoter shall develop and submit to INDYCAR a preliminary Event marketing plan. Thereafter, the parties shall establish a regular pre-planning meeting schedule and work toward finalizing the preliminary Event marketing plan (the "Event Marketing Plan"). The Event Marketing Plan is subject to the terms and conditions of this Agreement (including without limitation trademark approval processes). The Event Marketing Plan should incorporate, without limitation, the trademarks and/or logos of Promoter, INDYCAR and any title or series sponsor of INDYCAR (if applicable). The Event Marketing Plan shall include the planning meeting schedule (whether by telephone conference or otherwise), a process for communicating about the Event Marketing Plan as it develops and is implemented, including the in-market promotion aspects, and a timeline for completion of all aspects of the Event Marketing Plan. INDYCAR agrees to commit funds for the Indy Racing Experience (Two-Seater Riding Experience), or marketing tools of comparable value, to appear in the Event marketplace prior to the Event. Each party shall dedicate at least one individual to the development and fulfillment of the Event Marketing Plan. If Promoter fails to meet the deadlines set forth in the Event Marketing Plan, without limitation of any other right or remedy that INDYCAR may have in such situation, INDYCAR may notify Promoter, in writing, of Promoter's failure to meet the required deadline, and if Promoter does not correct such failure within 48 hours following such notification or such longer period as INDYCAR may specify in its notification, INDYCAR shall have the right, but not the obligation, to fulfill Promoter's omitted Event Marketing Plan obligation at Promoter's expense.

7.3.3 Information and Information Sharing. The parties agree to exchange marketing research and similar information on objectives, marketing data and analyses of race track (premise and in-market) marketing opportunities and efforts (to the extent such information is not deemed confidential by the party in possession of the information). To the extent permitted by California law, the parties agree to treat any and all information shared as confidential.

7.3.4 Ticket Sales Reports. Subject to Section 12.11, Promoter agrees to provide INDYCAR with information regarding ticket sales for an Event in a format reasonably acceptable to INDYCAR. Such information shall be submitted to INDYCAR (to the person and in the manner reasonably requested by INDYCAR) according to the following schedule:

- (a) Monthly beginning six (6) months prior to the Event.
- (b) Daily for thirty (30) days prior to the Event.
- (c) Twenty-four (24) hours following the conclusion of the Event.

In addition to the foregoing ticket sales reports and also subject to Section 12.11, Promoter agrees to certify to INDYCAR in writing within thirty (30) days following an Event the actual attendance (paid and unpaid) for the Event including without limitation all reserved seat and general admission tickets, suite and hospitality attendance and other admissions in a format reasonably acceptable to INDYCAR.

7.3.5 **Ambush Marketing.** If any third party tries, without INDYCAR's consent, to associate products/services that are competitive to INDYCAR Sponsors' respective products/services with INDYCAR or the INDYCAR Marks or tries to suggest, by implication or otherwise, that such competitive products/services are associated with INDYCAR, Promoter shall take reasonable steps to stop this "ambush marketing" and to otherwise protect INDYCAR Sponsors' exclusive association with INDYCAR in such sponsors' respective exclusive product/service categories. These steps may include the following (as circumstances warrant): complaining in writing to the violating party and to local media outlets; issuing private and public cease and desist demands and announcements; and cooperating with INDYCAR and/or the affected INDYCAR Sponsor in instituting legal action, where appropriate, including suits for temporary and permanent injunctive relief. If either party learns of ambush marketing, such party shall promptly notify the other party of this activity. If INDYCAR or the affected INDYCAR Sponsor desires to take action to stop the ambush marketing beyond the foregoing, Promoter shall fully cooperate with all reasonable requests of INDYCAR and/or the affected INDYCAR Sponsor.

7.3.6 **Fan Club Tickets and Promotional Tickets.** Promoter agrees to sell Event tickets (general admission, mid-level and premium) to INDYCAR, in quantities of 100 tickets or more, at a price no greater than ninety percent (90%) of face value, which tickets may be included in packages sold by INDYCAR to INDYCAR fan club members and sponsors, which packages consist of other INDYCAR assets (e.g. INDYCAR merchandise, safety car rides/"hot laps", hotel accommodations, airfare, etc.). INDYCAR shall have the right to retain all revenue associated with the sale of such packages.

7.4 **Conflict Resolution.** Any sponsor conflicts shall be resolved in a manner acceptable to INDYCAR and Promoter it being the intent of the parties to resolve sponsor conflicts in a manner that allows both INDYCAR and Promoter to avoid (or minimize as much as possible) breaching contracts and to retain a good working relationship with their respective sponsors. INDYCAR and Promoter shall discuss conflicts and work together in good faith to resolve such conflicts.

## 8. **Intellectual Property.**

8.1 **Trademark License - INDYCAR Marks.** Promoter is hereby granted a non-exclusive, limited, terminable, non-transferable license to use the INDYCAR Marks, including the Event Name, in the Territory in the form, including quality standards and specifications, provided by INDYCAR in mutually agreed upon advertising, promotions and on Premiums solely for promotion of the Event and INDYCAR Championship. All artwork, design and Premiums using the INDYCAR Marks shall be subject to the pre-approval of INDYCAR in each instance. Requests for approval shall be submitted to INDYCAR's Marketing Coordinator at trademarks@indycar.com. If (a) INDYCAR does not approve any request within fourteen (14) days of its receipt of such request; and (b) Promoter contacted INDYCAR's Marketing Coordinator at trademarks@indycar.com to confirm INDYCAR actually received the request from Promoter, then such request shall be deemed approved. If INDYCAR rejects all or any part of a submission, Promoter shall modify or cause to be modified such rejected submission and re-submit it to INDYCAR for approval. All costs associated with modification and re-submission shall be paid by Promoter. Upon termination or expiration of this Agreement, all licenses and other rights, including but not limited to the trademark license, granted to Promoter shall immediately terminate and revert to INDYCAR. Notwithstanding the foregoing, Promoter may use the INDYCAR Marks for historical, documentary and non-commercial purposes provided that Promoter shall not, without the prior written consent of INDYCAR, use or sublicense the use of the INDYCAR Marks on the branding of any retail package product unless otherwise expressly agreed by INDYCAR, in writing.

8.2 **Promoter's Use of INDYCAR Marks.** Promoter shall use its best efforts to display the INDYCAR Logo and/or the phrase "IndyCar Series Event" (or other phrase advised by INDYCAR to Promoter) in all advertising, promotions and on Premiums relating to each Event, including but not limited to news releases, advertisements, Track schedules, Track Internet web pages and brochures (as appropriate given the medium and the context of the advertisement, promotion or Premium). The use of "Indy" by Promoter shall be limited to use

as an adjective in the Event Name and as specifically agreed by INDYCAR, in writing. Promoter agrees to use the mark "Indy" in the Event Name unless otherwise agreed by the parties pursuant to Section 4.1.

**8.3 Trademark License - Promoter Marks.** INDYCAR is hereby granted a non-exclusive, limited, terminable, non-transferable license to use and to allow the sponsors secured pursuant to Section 7.1.8 to use the Promoter Marks in the Territory in the form, including quality standards and specifications, provided by Promoter in mutually agreed upon advertising and promotions for promotion of the Event and INDYCAR Championship. All artwork, design and Premiums using the Promoter Marks shall be subject to the pre-approval of Promoter in each instance. Requests for approval shall be submitted to Promoter to the attention of the individual noted in the *Preamble*. If (a) Promoter does not approve any request within fourteen (14) days of its receipt of such request; and (b) INDYCAR contacted Promoter to confirm Promoter actually received the request from INDYCAR, then such request shall be deemed approved. If Promoter rejects all or any part of a submission, INDYCAR shall modify or cause to be modified such rejected submission and re-submit it to Promoter for approval. All costs associated with modification and re-submission shall be paid by INDYCAR. Upon termination or expiration of this Agreement, all licenses and other rights, including but not limited to the trademark license, granted to INDYCAR shall immediately terminate and revert to Promoter. Notwithstanding the foregoing, INDYCAR may use the Promoter Marks for historical, documentary and non-commercial purposes provided that INDYCAR shall not, without the prior written consent of Promoter, use or sublicense the use of the Promoter Marks on the branding of any retail package product unless otherwise expressly agreed by Promoter, in writing. INDYCAR recognizes and agrees that SCRAMP has its own trademarks and logos that do not belong to Promoter ("SCRAMP Marks"). Should INDYCAR desire to use SCRAMP Marks, INDYCAR must reach a separate agreement with SCRAMP.

**8.4 Promoter Intellectual Property.** INDYCAR recognizes the value of the Promoter Marks which, notwithstanding use by INDYCAR, shall be and remain the property of Promoter, and this Agreement shall not restrict Promoter's right to use its intellectual property in any way. INDYCAR agrees that it will do nothing inconsistent with Promoter's ownership of the Promoter Marks. INDYCAR will not file any application to register any Promoter Mark, in whole or in part, or any mark that is confusingly similar to any of the Promoter Marks, at any time. INDYCAR will not attack Promoter's title to or rights in Promoter's intellectual property, including the Promoter Marks. Use of the Promoter Marks by INDYCAR and the goodwill associated therewith shall inure to the benefit of Promoter.

**8.5 INDYCAR Intellectual Property.** Promoter recognizes the value of the INDYCAR Marks which shall, notwithstanding use by Promoter, be and remain the property of INDYCAR and/or its affiliates, and this Agreement shall not restrict INDYCAR's right to use its intellectual property or the intellectual property of its affiliates in any way. Promoter agrees that it will do nothing inconsistent with ownership by INDYCAR or its affiliates of their intellectual property, including the INDYCAR Marks. Promoter will not file any application to register any INDYCAR Mark, in whole or in part, or any mark that is confusingly similar to any of the INDYCAR Marks, at any time. Promoter will not attack title to or rights in the intellectual property of INDYCAR or its affiliates, including the INDYCAR Marks. Use of the INDYCAR Marks by Promoter and the goodwill associated therewith shall inure to the benefit of INDYCAR and its affiliates.

**8.6 Electronic Games.** In the event INDYCAR elects to pay Promoter \$3,500, Promoter grants to INDYCAR the non-exclusive, limited, terminable, royalty-free, worldwide right and license to use and sublicense the Licensed IP, for itself or through others, to create, produce, market, advertise, promote, license, sell, perform and otherwise exploit Licensed Products (including Collateral Materials related thereto) on a worldwide basis. Such right and license includes, without limitation, the right to use the Licensed IP to create digital representations of the Track ("Virtual Tracks") for use in Licensed Products, to use the Promoter Marks on and associated with such Virtual Tracks and to use the Promoter Marks as metadata associated with the Licensed Products. INDYCAR agrees, acknowledges and understands that the use of Promoter Marks includes the intellectual and copyright property, trademark, brand and logos of sponsors of Promoter or one of its affiliated companies for which the use and depiction by INDYCAR may require the consent and permission from such other sponsors. As a result, prior to any exploitation, monetization and sublicensing of the Promoter Marks the prior written approval of Promoter shall be required. Such approval by Promoter shall not be unreasonably withheld, denied or delayed. Promoter

has the necessary personnel and procedures in place to ensure a timely, prompt and efficient response to the request by INDYCAR for the use of the Promoter Marks. The proposed use of the Promoter Marks will be deemed approved if notice of disapproval is not given by Promoter to INDYCAR within ten (10) business days.

8.6.1 “Licensed IP” means (i) the Promoter Mark subject to the exclusion as referenced above in paragraph 8.6 of this Agreement.; (ii) the appearance of the Track, topographical maps, drawings, CAD files, LiDAR or Laser geometry data, photographs and videotape footage copyrights, trade dress and design patents associated with the Track.

8.6.2 “Licensed Products” means electronic driving and racing simulations and/or games produced by INDYCAR, or a third party licensee of INDYCAR, which simulate INDYCAR racing at the Track.

8.6.3 “Collateral Materials” means packaging, wrapping, labels, catalogs, brochures, advertising, promotional materials and the like.

8.6.4 Notwithstanding the Term of this Agreement, the electronic gaming license set forth in this Section shall continue for a period of two (2) years following December 31 of the last year in which the Event occurs pursuant to this Agreement. e.g., if the last Event occurs in 2021, the electronic gaming license set forth in this Section shall expire on December 31, 2023.

## 8.7 Quality Control.

8.7.1 INDYCAR Obligations. INDYCAR agrees to cooperate with Promoter to assure that the nature and quality of its use of the Promoter Marks are consistent with this Agreement. INDYCAR shall provide samples of its use of the Promoter Marks to Promoter upon Promoter's request and shall make reasonable efforts as may be requested by Promoter to assure that the nature and quality of its use of the Promoter Marks are consistent with and do not detract from the goodwill associated with the Promoter Marks.

8.7.2 Promoter Obligations. Promoter agrees to cooperate with INDYCAR to assure that the nature and quality of Promoter's use of the INDYCAR Marks are consistent with this Agreement. Promoter shall provide samples of its use of the INDYCAR Marks to INDYCAR upon INDYCAR's request and shall make reasonable efforts as may be requested by INDYCAR to assure that the nature and quality of Promoter's use of the INDYCAR Marks are consistent with and do not detract from the goodwill associated with the INDYCAR Marks.

8.8 Equitable Relief. INDYCAR acknowledges that any use of the Promoter's intellectual property and/or marks, other than in accordance with this Agreement, will cause irreparable damage to Promoter. Promoter acknowledges that any use of the intellectual property and/or marks of INDYCAR and its affiliates, other than in accordance with this Agreement, will cause irreparable damage to INDYCAR. Therefore, in the event of any such breach or threatened breach of this Section 8, the non-breaching party shall be entitled, in addition to and not in lieu of all other rights and remedies available at law or in equity, to specific relief including, without limitation, an injunction enjoining any such breach or threatened breach, and to recover its reasonable attorneys' fees and costs incurred in connection therewith.

## 8.9 Third-Party Claims.

### 8.9.1 Notification.

(a) INDYCAR shall promptly notify Promoter of any legal proceeding or other claim alleging the use of the Promoter Marks under this Agreement infringes the rights of a third party.

(b) Promoter shall promptly notify INDYCAR of any legal proceeding or other claim alleging the use of the INDYCAR Marks under this Agreement infringes the rights of a third party.

#### 8.9.2 Indemnification.

(a) INDYCAR shall indemnify and defend, at its expense, any trademark infringement claim or legal proceeding brought by a third party against Promoter to the extent any such claim or proceeding is based on the use of an INDYCAR Mark in the Territory in accordance with the terms and conditions of this Agreement. INDYCAR shall pay damages or costs awarded or reasonably incurred related to settlement of any such claim or proceeding (including attorneys' fees), provided Promoter (i) notifies INDYCAR promptly in writing of the claim(s) and (ii) provides INDYCAR with all available information, reasonable assistance and authority to defend the matter. INDYCAR shall have sole control of the defense and settlement of the matter. INDYCAR does not assume any obligation to indemnify, defend, or hold harmless Promoter against the claims of third parties based upon use of the INDYCAR Marks outside the United States of America for or to assert claims to prohibit any unauthorized use of the INDYCAR Marks by unauthorized parties outside the United States of America. INDYCAR shall have sole control of the defense and settlement of the matter; provided, however, that Promoter shall be entitled to select counsel to represent it with respect to any matter falling within the scope of INDYCAR's indemnity obligation at INDYCAR's expense, subject to INDYCAR's approval of selection of counsel, such approval not to be unreasonably withheld, and such counsel's duties shall be solely to Promoter.

(b) Promoter shall indemnify and defend, at its expense, any trademark infringement claim or legal proceeding brought by a third party against INDYCAR and/or its permitted sublicensees to the extent any such claim or proceeding is based on the use of a Promoter Mark or Licensed IP in accordance with the terms and conditions of this Agreement. Promoter shall pay damages or costs awarded or reasonably incurred related to settlement of any such claim or proceeding (including attorneys' fees), provided INDYCAR and/or its permitted sublicensees (i) notifies Promoter promptly in writing of the claim(s) and (ii) provides Promoter with all available information, reasonable assistance and authority to defend the matter. Promoter shall have sole control of the defense and settlement of the matter; provided, however, that INDYCAR shall be entitled to select counsel to represent it with respect to any matter falling within the scope of Promoter's indemnity obligation at Promoter's expense, subject to Promoter's approval of INDYCAR's selection of counsel, such selection not to be unreasonably withheld, and such counsel's duty shall be solely to INDYCAR.

### 9. Event Preparation and Operations.

9.1 **INDYCAR Officials' Authority.** Promoter acknowledges that the IndyCar® Series Rule Book governs the officiating of the Events in INDYCAR's sole discretion, including, without limitation, INDYCAR officials' sole and absolute authority to determine whether to delay a start, order a re-start or order a halt (Red Flag) of an Event (or any portion of the Event). INDYCAR will attempt, depending upon the circumstances of the incident(s) at the time (including without limitation the timing in which a decision must be made), to consult with the highest-ranking Promoter official at the Track at the time of the incident(s) by radio and/or cellular telephone, but the decision to delay a start, order a re-start or halt the Event remains in INDYCAR's sole discretion. No such decisions by INDYCAR shall reduce any Sanction Fee or give rise to any indemnification right or any other right to Promoter.

## 9.2 Restricted Areas and Credentials.

9.2.1 Restricted Area Access and Rules. INDYCAR reserves the right to set standards necessary for INDYCAR to conduct an Event. Promoter shall assist and cooperate with INDYCAR in implementing these standards. At least 30 days prior to the Event, INDYCAR and Promoter agree to discuss appropriate standards which may be memorialized in writing prior to the Event as a guideline to Promoter. Promoter agrees to designate one individual with full power and authority to immediately address Event issues as a liaison to INDYCAR's Director of Security during the entire Event. Promoter's assistance and cooperation shall include, without limitation, placing appropriate signage and security personnel at access and other appropriate location, to enforce the following:

(a) Event Credentials. All participants, including, without limitation, Track wrecker operators, clean-up and ambulance crews, in the Event and during the Event who enter restricted areas of the Track, whether associated with INDYCAR or otherwise, including, without limitation, ancillary and support activities and events, shall have executed a valid release that includes INDYCAR as a released party. At least ninety (90) days in advance of the Event, Promoter shall provide to INDYCAR a copy of any and all releases to be used in connection with the Event and activities surrounding the Event for INDYCAR's review. Promoter shall make any and all changes to such releases requested by INDYCAR including, without limitation, for the purpose of properly identifying INDYCAR as a released party.

(b) Pit Area Access. Promoter shall provide personnel to secure the entry into the Pit Area during hours of operation at INDYCAR's discretion. Promoter agrees to restrict access to the Pit Area to persons having proper credentials including, without limitation, "Race Mode" credentials during such times such "Race Mode" credentials are required as designated by INDYCAR. Promoter shall provide adequate personnel to sweep and clean up the Pit Area on a daily basis. In accordance with the IndyCar® Series Rule Book, Promoter shall not allow access to the Pit Area to anyone under the age of 18, unless otherwise notified by INDYCAR.

(c) Garage Area Access. Promoter shall provide personnel to secure the entry into the Garage Area during hours of operation at INDYCAR's discretion. Additionally, Promoter shall provide personnel to secure the Garage Area on a continuous, 24-hour/day basis beginning the first day of the Event and ending when released by INDYCAR's Director of Security. Promoter shall cooperate with INDYCAR and honor the direction provided by INDYCAR regarding access to the Garage Area. Promoter shall restrict access to the Garage Area to persons having proper credentials. Promoter shall provide adequate personnel to sweep and clean up the Garage Area on a daily basis.

(d) Alcohol. Promoter shall not allow anyone to bring alcohol into the Pit Area or Garage Area.

(e) Dress Code, Bicycles and Golf Carts. Promoter shall acknowledge and honor the direction provided by INDYCAR regarding INDYCAR's dress code and policies addressing bicycles, golf carts and the like in restricted areas of the Track.

9.2.2 Credentials. Promoter shall cooperate with INDYCAR and honor INDYCAR's credential system, including without limitation INDYCAR's season credential (a.k.a. "INDYCAR Hard Card"). Without limitation, Promoter shall honor INDYCAR's single event credential system for an Event. INDYCAR shall be permitted to issue up to 1,300 single event credentials at no cost to INDYCAR. INDYCAR may sell single event credentials in excess of such 1,300 free credentials, the prices of such excess credentials to be reasonably determined by INDYCAR based on historical pricing. Within thirty (30) business days of the conclusion of an Event, INDYCAR will provide promoter with payment for and

a full accounting of such excess single-event credentials INDYCAR sold for the Event, less 10% to cover INDYCAR administrative costs.

**9.3 Ancillary Activities and Support Events.** Except in conjunction with an Event and as agreed by INDYCAR, Promoter will not schedule any private race car practice or test sessions, for the period beginning four (4) days immediately preceding the first day of official practice for the Event and concluding four (4) hours after conclusion of the Event. Promoter will not schedule any ancillary or supporting events or activities during the period described in this Section 9.3 without the prior written approval of INDYCAR. The ancillary or supporting events or activities covered by this Section 9.3 include, but are not limited to, other motorsports events, thrill shows, concerts, live performances and/or helicopter rides (excluding Promoter's use of helicopters for spectator transportation to/from the Track).

**9.4 Condition.** Promoter, at its expense, is solely responsible for furnishing the Track and ensuring that all facilities thereon are in good repair, ready for use by competitors, including materials, size, safety systems, and overall appearance, condition, layout, design and related facilities in all respects ("Track Configuration"). Promoter represents, warrants and covenants to and with INDYCAR that the Track upgrades required by INDYCAR will be completed in accordance with Exhibit C. Promoter agrees that the initial complete facility CAD for each Event and any changes to the complete facility CAD from the previous year shall be submitted to INDYCAR for INDYCAR's approval with sufficient time for INDYCAR to provide such approval to Promoter by August 15 of each Event year. Promoter also represents, warrants and covenants to and with INDYCAR that the Track Configuration will be approved by the FIA at Grade 2 or higher prior to each Event. Promoter shall pay ACCUS/FIA directly for all fees assessed for track inspections, consistent with such fees that are associated with previous FIA Grade 2 inspections. INDYCAR will not be required to include an Event on its official schedule until all required upgrades have been approved by INDYCAR and FIA. Failure of Promoter to complete the upgrades and/or adhere to the timeline set forth on Exhibit C shall be a material breach of this Agreement. Following upgrades, the Track must remain in an adequate condition and suitable for the conduct of the Event or Promoter will have materially breached this Agreement and INDYCAR shall have the right to terminate this Agreement in accordance with Section 12.16 of this Agreement without any Liabilities to Promoter or any third party, and Promoter shall be liable to INDYCAR for the applicable liquidated amount under Section 3.2. Further, Promoter agrees that the Track will not be altered, resurfaced or otherwise substantially changed during the term of this Agreement without notifying INDYCAR and providing INDYCAR with a reasonable period to respond. If INDYCAR determines that the planned changes will detract from the quality and/or safety of the Event, the parties agree to work together toward a mutually agreed resolution. If the parties are not able to reach a mutually agreed resolution and Promoter proceeds with such alteration, resurfacing or other substantial change, INDYCAR shall have the right to terminate this Agreement immediately upon written notice to Promoter. The Track condition is subject to the continuing approval of INDYCAR in its sole discretion. Following completion of the initial Track upgrades, INDYCAR may request changes that it determines will enhance the quality and/or safety of the Event. In such case, INDYCAR shall define such changes to Promoter and the parties shall discuss the implementation of such changes, including the financial impact thereof. In the event that a requested change results in a material adverse financial impact on Promoter and Promoter's other events throughout the Term, the parties shall jointly discuss and agree to potential solutions to reasonably minimize the substantial adverse impact to Promoter. If Promoter declines to make a change requested by INDYCAR, INDYCAR shall have the right to terminate this Agreement immediately upon written notice to Promoter. Promoter will permit INDYCAR, or its designated representatives, access to the Track as requested by INDYCAR during the Event. In addition, Promoter will permit, subject to advance notice and scheduling, such individuals access to the Track as requested by INDYCAR prior to the Event for inspections of the Track, including (but not limited to) the pit area, safety barriers, retention systems and other facilities which may affect the Event. To the extent any condition develops that in INDYCAR's reasonable discretion creates a safety issue for participants or attendees of the Event, Promoter and INDYCAR shall cooperate in good faith to resolve such issue. If the condition(s) at issue cannot be remedied or are not remedied by Promoter, then INDYCAR shall have the right to terminate this Agreement in accordance with Section 12.16, and Promoter shall be liable to INDYCAR for the applicable liquidated amount under Section 3.2.

## 9.5 Safety.

9.5.1 Fire Protection, Medical Services, Track Cleanup. Except as specifically provided by INDYCAR and notified to Promoter, Promoter, at its expense, assumes sole responsibility to provide to INDYCAR's satisfaction: (a) fire protection facilities, equipment and services; (b) qualified Track cleanup crews; and (c) and medical facilities, equipment and services, including an adjacent medical facility (including without limitation a driver (only) facility that has a family consultation room), emergency vehicle and air ambulance transportation and appropriately-licensed physician(s) and nurse(s) for the competitors, INDYCAR officials, and race team members. INDYCAR officials may require Promoter to use, in compliance with local regulations, medical/rescue personnel, acceptable to the INDYCAR medical director or his designee, who can provide competitors and INDYCAR officials with qualified assessment and emergency treatment of medical and trauma conditions including breathing difficulty, brain and spinal injury, cardiopulmonary arrest and external bleeding. The facility must be easily accessible by ambulance stretcher. Each of the facilities, equipment and services provided by Promoter pursuant to this Section 9.5.1 shall be dedicated to the Event for the entire Event weekend. Specifically, air ambulance transportation shall not leave the Track when competitors are on the race track unless such air ambulance transportation is transporting an injured person and/or replacement air ambulance transportation has arrived or as otherwise agreed by INDYCAR. For purposes of this Section 9.5.1, "the Event for the entire Event weekend" means during all times for which INDYCAR has scheduled activities at the Track, whether on the race track or otherwise, as set forth in the garage hours posted by INDYCAR plus one-half (1/2) hour prior thereto and one and one-half (1.5) hours thereafter.

9.5.2 Protection and Control of the Public. Promoter, at its expense, assumes sole responsibility for furnishing those facilities, personnel, equipment and services that are necessary for protecting and controlling the public before, during and after the Event and for adhering to INDYCAR's required security standard during the Event. Promoter has sole responsibility for the condition, actions and operations of such facilities, personnel, equipment and services before, during and after the Event.

## 9.5.3 Security.

(a) Track. In addition to the requirements of Sections 9.2.1 and 9.5.2, Promoter, at its expense, shall furnish adequate security personnel, which in all instances under this Agreement shall be adequate in quantity, qualified and certified (where required by state or local law) and adequate equipment in the following areas: racing surface, pit area, garage area, medical facilities, race control, television compound, heliport, motor home and motor home car parking areas assigned to INDYCAR competitors and officials, INDYCAR spotters, media center, driver meeting area on Race Day, driver autograph sessions, driver introductions on Race Day and pre-race and post-race ceremonies. Promoter shall limit access to such areas before, during and after the Event to properly credentialed individuals (as described in Section 9.2.1(a)) and to vehicles authorized by INDYCAR. Promoter is solely responsible and liable for the actions of security personnel; provided, however, that Promoter shall ensure that all such security personnel will abide by such directions and comply with such requests as INDYCAR may issue or make from time to time.

(b) Emergency Transport. Promoter, at its expense, shall arrange for police escort to exit the Track onto public streets to health care facilities outside the Track for families, nurses, physicians and others as may be necessary and/or required in the event of a competitor or INDYCAR official injury during the Event.

(c) Emergency Action Plan. At least thirty (30) days prior to an Event, Promoter shall provide to INDYCAR a copy of Promoter's emergency action plan ("Emergency Action Plan"). The Emergency Action Plan should be directed to INDYCAR's Director of Security.



9.6 **Additional Awards.** Additional Awards are subject to INDYCAR's approval (in its sole discretion). Promoter shall not publish or otherwise disseminate any information, document or form setting forth monetary or non-monetary awards without prior written approval from INDYCAR. Any ceremonies related to an approved Additional Award must also be pre-approved by INDYCAR in writing.

9.7 **Insurance.**

9.7.1 **Coverage Requirements.**

(a) For the Event, Promoter, at its expense, will obtain and maintain, with an INDYCAR-approved insurance company, motorsports general liability insurance for each Event that is acceptable to INDYCAR, with a combined single limit of bodily injury and property damage liability in the minimum amount of \$25,000,000.00 per occurrence, including without limitation coverage for: (a) spectator injury and property damage; (b) participant legal liability; (c) products liability; (d) personal injury and advertising liability; and (e) terrorism. In addition, coverage must include: (a) a \$1,000,000 limit of professional liability for medical personnel, and (b) a \$100,000.00 limit of liability coverage for special vehicles (ambulances, wreckers, pace cars and the like). Promoter understands and agrees that INDYCAR may increase the required minimum insurance limits as INDYCAR deems appropriate in its discretion. Promoter will deliver to INDYCAR at Indianapolis, Indiana no later than thirty (30) calendar days before the date of the Event, a certified true copy of all insurance policies in force for the Event. In all such policies and in all other policies obtained and maintained by or for Promoter, including, without limitation, all umbrella and excess liability policies, the following will be named as insureds or additional insureds: INDYCAR, LLC and its affiliates and the members, directors, officers, employees, agents, representatives, officials, owners, successors, and assigns of each of them; all drivers; car owners; car sponsors; crew members; and all sponsors of the Event or the IndyCar® Series (collectively, the "INDYCAR Group"). Prior to the Event, INDYCAR will provide Promoter a list of specific entities to be endorsed as named or additional insureds. Promoter shall update such policies in accordance with INDYCAR's request immediately and in no event less than five (5) days prior to the Event. It is the intention of the parties that INDYCAR Group shall have the benefit of all insurance coverage obtained and maintained by or on behalf of Promoter and applicable to an Event (i.e., Promoter shall provide to INDYCAR Group coverage limits and types of insurance equal to that obtained by or on behalf of Promoter) as the primary insurance available to INDYCAR Group and that the insurance coverage required by this Agreement is the minimum (not maximum) coverage required to be provided by Promoter to and for the benefit of the INDYCAR Group. It is Promoter's responsibility to determine and purchase adequate insurance coverage limits for the Event, and the Promoter shall be responsible, as set forth in Section 9.7.1(b), for its failure to purchase sufficient coverage of the types required by this Section. All policies shall be primary regardless of insurance carried by INDYCAR or other additional insureds and shall contain a cross liability endorsement and waiver of subrogation reasonably acceptable to INDYCAR. Promoter shall notify INDYCAR and all named or additional insureds in writing of any change in such insurance coverage that occurs subsequent to the delivery of the policies within two (2) calendar days of such change. If Promoter fails to deliver such policies to INDYCAR by the date provided, if Promoter fails to maintain such policies with the required minimum coverage throughout the Event or changes occur in the policies that are unacceptable to INDYCAR, then INDYCAR may immediately cancel and rescind this Agreement. If the policy or policies are not reasonably acceptable to INDYCAR, then INDYCAR may obtain the required insurance from an approved insurance company, with acceptable terms, at Promoter's expense.

(b) If there are gaps in coverage or if the coverage is inadequate to fully cover any Liabilities for any reason (including without limitation Promoter's failure to maintain the required

coverage or Promoter's decision to self-insure any portion of the coverage or if the coverage maintained by Promoter is insufficient to fully cover any Liabilities), Promoter shall indemnify, defend and hold harmless INDYCAR and all named and additional insureds (collectively, "Indemnified Parties") from any and all Liabilities to the same extent and amount as if coverage existed.

9.7.2 Certificate of Insurance. The Certificate of Insurance must cover the specific entities in the specific manner requested by INDYCAR, in writing, in advance of the Event. The Certificate of Insurance must include the race course set-up dates (if applicable), load-in dates, scheduled Event dates, postponement dates, and race course tear-down dates (if applicable).

9.7.3 Participant Accident Coverage. INDYCAR will provide participant accident insurance in an amount that INDYCAR deems appropriate.

9.7.4 Indemnification.

(a) Promoter Obligations. In addition to any other indemnification obligations set forth in this Agreement and to the extent not insurable under the types of coverage required under Section 9.7.1, Promoter hereby agrees to indemnify, defend, and hold harmless INDYCAR Group from and against any and all Liabilities of any nature arising out of or in connection with an Event or this Agreement unless such Liability arises solely out of the negligent act or negligent omission of INDYCAR or any member of the INDYCAR Group. For purposes of clarification, this Section shall not be interpreted to reduce, eliminate or otherwise undermine the coverage available to the INDYCAR Group under Section 9.7.1.

(b) Survival. The responsibilities of Promoter provided for in this Section 9.7 and also with respect to all other indemnification obligations set forth in this Agreement shall be valid and survive, independently from the termination of this Agreement, for the term of the statute of limitations applicable to the Liabilities to which they refer.

(c) Counsel. An Indemnified Party shall be entitled to select counsel to represent it with respect to any matter falling within the scope of Promoter's indemnity obligation at Promoter's expense, and such counsel's duty shall be solely to the Indemnified Party.

9.8 Emergency Management Vehicles. Promoter shall, at Promoter's expense, supply a minimum of four safety response trucks, three wreckers, and two flatbeds, five ambulances including one transport ambulance, two parts recovery vehicles. All vehicles shall be acceptable to INDYCAR in its sole discretion and shall include one driver and one assistant.

9.9 UAS. The use of drones or any other unmanned aircraft systems ("UAS") at an Event is prohibited unless approved in advance in writing by INDYCAR's President of Competition and Operations, and Promoter shall not use or permit any such drones or UAS absent such consent. As a condition of such approval, INDYCAR may require Promoter or the operator of the drone or UAS to agree in writing with a policy statement that may include, without limitation: i) compliance with all applicable local, state and federal laws, rules and regulations; ii) adherence to INDYCAR- designated standards of use; iii) provision of insurance as required by INDYCAR; iv) completion of all applicable location releases and other agreements regarding the use of any photograph, video, footage, data and/or other information gathered by the drone or UAS.

**10. Facilities.**

10.1

**For INDYCAR.** Promoter, at its expense, will furnish:

10.1.1 adequate facilities (including power, telephone, and data connections and air-conditioning), equipment and related security for use by INDYCAR before, during and after each Event, including but not limited to facilities for race control, garage areas, team and supplier work areas, driver meeting area (with mutually agreed signage), registration, television, compiling and distributing media information, media work area, medical trailer area, timing and scoring, car inspection and facilities and services as may be reasonably required by those who supply products and/or services, including, without limitation, INDYCAR. In addition to the foregoing, Promoter shall provide personnel and operational and safety equipment of a standard, as to competency and quantity, acceptable to the Automobile Competition Committee for the United States, FIA Inc. ("ACCUS") and INDYCAR. As part of this requirement, Promoter shall provide any and all equipment necessary and/or required by such personnel to fully perform their duties, including, without limitation, flags, fire extinguishers, brooms and shovels, oil-absorbing matter, uniforms, credentials, parking and meals. Without limiting the foregoing, Promoter, at its expense (except as specifically otherwise noted), will furnish to INDYCAR the facilities set forth on Exhibit D and in the then-current INDYCAR Competition and Operations Manual to be provided by INDYCAR and the following:

10.1.2 INDYCAR Merchandise Locations as set forth in Section 7.1.5.

10.1.3 THREE (3) motorhome/bus parking locations in the garage/paddock area to be used at INDYCAR's discretion.

10.1.4 THREE (3) motorhome/bus parking locations in the garage/paddock area, inclusive of power, to be offered by Promoter at no cost to the top three (3) race teams in the prior year's INDYCAR Championship.

10.1.5 Additional motorhome/bus parking locations in the garage/paddock area, inclusive of power, for INDYCAR, each driver and race team owner at a cost not to exceed \$1,500 for each location.

10.1.6 Promoter shall offer race teams the right to purchase space for their hospitality units at a cost not to exceed \$5.00 per square foot, subject to state and local taxes, plus Promoter's standard charges for power and all catering (including any catering buyout fees).

10.1.7 SEVEN HUNDRED (700) mid-level priced reserved grandstand tickets to the Event provided such tickets will not be re-sold.

10.1.8 FIFTY (50) Official Programs or equivalent fan guide.

10.1.9

(a) a minimum of THREE HUNDRED (300) parking spaces at the Track or in locations as close as reasonably possible near the Track with regular, convenient shuttle transportation provided by Promoter between such off-site parking areas and the Paddock Area if such spaces are more than one-quarter mile from the Paddock Area; and an additional FOUR (4) parking spaces adjacent to the Track medical facility. All parking is subject to the Track opening and closing times as determined by the Promoter and shall be in the locations indicated on Exhibit B. Off-site parking areas shall be at least as close to the Track as any parking locations sold to the general public.

(b) FIFTY (50) reserved official parking spots in the Garage Area or immediately adjacent to the Garage in the locations indicated on Exhibit B.

(c) ONE (1) segregated VIP reserved parking area immediately adjacent to the Garage or such other mutually agreed premium VIP location for INDYCAR drivers (one space per driver) and team owners (two spaces per race team) in the locations indicated on Exhibit B. Driver and team owner parking spots shall each be identified with the name of the driver or team owner, as appropriate and as provided by INDYCAR.

(d) Within the constraints of the parking allocation included herein, INDYCAR reserves the right to implement an annual parking credential system and Promoter agrees to honor such system.

10.1.10 ONE (1) hospitality suite (in the location set forth on Exhibit B) with capacity for forty (40) guests at no cost to INDYCAR; provided, however that catering must be purchased by INDYCAR from a Promoter-designated caterer. INDYCAR shall have the option to purchase additional suites from Promoter at Promoter's best available rate.

10.1.11 ONE 115' x 115' space as indicated on Exhibit B and necessary power for the INDYCAR Paddock Club in the Paddock Area. INDYCAR shall use this space for INDYCAR officials, staff and guests but under no circumstance offer or sell, trade or barter access to the INDYCAR Paddock Club to the general public.

10.1.12 ONE 120' x 220' space as indicated on Exhibit B and necessary power for the INDYCAR Fan Village in the midway area or other high traffic location as mutually agreed upon by the Promoter and INDYCAR.

10.1.13 THREE (3) individuals identified and selected by Promoter's Public Relations department to serve as pit reporters during the Event.

10.2 **For Broadcasters.** At no charge to INDYCAR or the applicable INDYCAR television and radio broadcast licensees, Promoter shall provide the television and radio production, engineer and management personnel access (including credentials) for an Event (including qualifications) in advance of the broadcasts to make such preparations as are necessary. At no additional cost to INDYCAR or the applicable licensees, Promoter will also provide the television and radio production and engineering personnel with such broadcasting booths, space and camera locations as the broadcasters may require for their broadcast needs; such space and access shall include the right to install, operate, maintain and remove from the Track such platforms, cables, wires and other apparatuses as may be used for the broadcasts. In addition to the foregoing and at no charge to INDYCAR or the applicable television broadcast licensee, Promoter shall provide the applicable television broadcast licensee ten (10) reserved grandstand tickets to the Event and a reasonable number of credentials for access to the Pit Area. Promoter agrees that the applicable broadcaster may display its name and trademarks on banners on the broadcaster telecasting booth and equipment used at the Track in conjunction with broadcasting the Event. Without limitation, Promoter shall provide, at no cost to INDYCAR or INDYCAR's broadcast licensees, the facilities set forth on Exhibit D.

## 11. **Representations and Warranties.**

11.1 **INDYCAR.** INDYCAR represents and warrants to Promoter 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, that INDYCAR has the right to grant a license to use the INDYCAR Marks, and that the execution and delivery of this Agreement by INDYCAR have been duly authorized. INDYCAR further represents and warrants to Promoter that (a) in connection with the Event it has, or will obtain, all necessary licenses, permits or other approvals required or customarily obtained by an entity providing the services INDYCAR provides pursuant to this Agreement; (b) it will comply with all local, state and federal laws and regulations in connection with INDYCAR's activities for the Event; (c) INDYCAR shall timely pay and shall also ensure that all INDYCAR Sponsors and other third parties engaged solely by INDYCAR and providing products

and/or services to and/or deriving benefits or other consideration from or in connection with the Event (collectively such parties (including INDYCAR Sponsors) being referred to as "INDYCAR Third Parties") shall also timely pay all costs, expenses, and obligations due to the personnel employed or otherwise engaged by INDYCAR and INDYCAR Third Parties for an Event including, without limitation, salaries, wages, medical costs, withholding or other Taxes, benefits, indemnities, compensations, termination payments, work permits, and fringe benefits of whatever nature required by contract or applicable law; and (d) INDYCAR represents, warrants, and covenants that, unless otherwise provided in this Agreement, it shall timely pay all INDYCAR Third Parties providing products or services to INDYCAR in connection with an Event, including without limitation for any work done at the Track, as required or allowed under this Agreement as an INDYCAR right or obligation, or as otherwise caused by INDYCAR in any manner in connection with the Event. This Section 11.1 shall survive expiration or termination of this Agreement.

11.2 **Promoter.** In addition to any other representations and warranties of Promoter in this Agreement, Promoter represents and warrants and covenants to and with INDYCAR 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, that Promoter has the right to grant a royalty-free license to use the Promoter Marks and Licensed IP, and that the execution and delivery of this Agreement by Promoter have been duly authorized. Promoter further represents and warrants to INDYCAR that (a) it has and/or will comply with the event documentation requirements set forth in Section 5.6 of this Agreement (b) in connection with an Event it has, or will obtain, all necessary licenses, permits or other approvals required or customarily obtained by an entity providing the services Promoter provides pursuant to this Agreement, including without limitation all permits, authorizations, and agreements required for an Event from any entity having authority over the Track; (c) it will comply with all applicable laws and regulations in connection with Promoter's activities for an Event and the applicable rules and regulations of the FIA and ensure that all Promoter Sponsors and other third parties providing products and/or services to and/or deriving benefits or other consideration from or in connection with the Event (collectively such parties (including Promoter Sponsors) being referred to as "Third Parties") also comply with all applicable laws and regulations in connection with their respective activities for the Event including without limitation with respect to Tax, civil, contractual, consumer protection, antitrust, regulatory, environmental, security, local zoning, and labor matters; (d) for purposes of this Agreement, Promoter has sole control of and responsibility for the Track; (e) Promoter shall timely pay and shall also ensure that Third Parties shall also timely pay all costs, expenses, and obligations due to the personnel employed or otherwise engaged by Promoter and Third Parties for an Event including, without limitation, salaries, wages, medical costs, withholding or other Taxes, benefits, indemnities, compensations, termination payments, work permits, and fringe benefits of whatever nature required by contract or applicable law; and (f) Promoter represents, warrants, and covenants that it shall timely pay all Third Parties providing products or services to Promoter in connection with an Event, including without limitation for any work done on the Track, as required under this Agreement as a Promoter obligation, or as otherwise caused by Promoter in any manner in connection with the Event. Promoter warrants and represents that nothing in California law or applicable statutes precludes Promoter's performance of all of the provisions in this Agreement without any limitations and do not limit any remedies for breach or indemnification. This Section 11.2 shall survive expiration or termination of this Agreement for the term of the statute of limitations applicable to the Liabilities.

## 12. **Miscellaneous.**

12.1 **Confidentiality.** Promoter recognizes and agrees that INDYCAR Proprietary Information constitutes information that is proprietary to INDYCAR (and its affiliates) and may not be used by Promoter except in connection with Promoter's performance of its duties under this Agreement. Except in performing its duties under this Agreement, and to the fullest extent permitted by California law, Promoter shall maintain the INDYCAR Proprietary Information in a confidential manner and shall not, at any time, disclose or use INDYCAR Proprietary Information on behalf of itself or any third party. Promoter acknowledges that in the event of any breach or threatened breach of this Section 12.1, INDYCAR shall be entitled to injunctive relief in addition to damages and such other remedies provided by law or in equity.

In the event Promoter becomes subject to a public records request and/or litigation related to this Agreement or concerning the disclosure of any portion of the INDYCAR Proprietary Information, Promoter will (1) immediately notify INDYCAR so that INDYCAR may intervene and assist in responding to such a request and/or litigation and (2) cooperate, to the highest extent authorized by law, with INDYCAR to prevent improper and/or contested disclosure. For clarity, in no event shall Promoter produce this Agreement or disclose any portions thereof to any third party without notifying INDYCAR and obtaining INDYCAR's express pre-approval to any such disclosure.

INDYCAR will reasonably cooperate in the defense of such litigation. If Promoter becomes legally compelled to disclose the INDYCAR Proprietary Information, Promoter shall immediately notify INDYCAR so that INDYCAR may seek a protective order, appropriate remedy and/or waive compliance with the provisions of this Agreement. In addition to the remedies afforded INDYCAR in the preceding sentence, in the event Promoter intends to disclose any INDYCAR Proprietary Information, whether compelled to do so or otherwise, INDYCAR shall have the right to immediately terminate this Agreement; provided, however, that the terms of this Section 12.1 shall remain in full force and effect following any such termination.

12.2 **Construction.** For purposes of resolving any dispute or ambiguity under this Agreement, the parties agree that this Agreement shall be interpreted and treated as if it were drafted without application of any rules of construction construing the Agreement in favor or against either party. The parties acknowledge that they have had the opportunity to review the terms and conditions of this Agreement with their respective legal counsel.

12.3 **Entire Agreement.** This Agreement contains the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and shall be deemed to supersede all prior agreements, whether written or oral, and the terms and provisions of any such prior agreement shall be deemed to have been merged into this Agreement.

12.4 **Express Rights.** The parties are granted rights under this Agreement only to the extent expressly set forth in this Agreement. No rights are granted which are the property of the car owners, drivers, or any other persons or entities who or which are not a party to this Agreement. Except as otherwise set forth in this Agreement, this Agreement shall confer no rights of any kind to any third party.

12.5 **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, rain, fire, strikes, boycotts or similar refusal to participate (including by Event participants), inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials. Lack of funding, financial insecurity, inability to obtain approvals, permits or licenses, or failure to timely or fully secure race event locations or venues shall not constitute force majeure.

12.6 **Governing Law and Choice of Forum.** In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana, or the Southern District of Indiana Federal Courts located in Indianapolis, for any action arising out of this Agreement; provided, however, that nothing in this Agreement shall preclude INDYCAR from bringing a claim or seeking injunctive relief in any court of competent jurisdiction.

12.7 **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12.8 **Modification.** This Agreement may only be modified or altered by written instrument duly executed by the parties. No alteration or amendment of this Agreement shall be binding on either party unless

reduced to writing and signed by the party against whom such alteration or amendment is asserted. Email exchanges (including those that contain signature blocks and/or typed names/signatures) do not constitute signed writings.

12.9 **Non-waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

12.10 **Notices.** All notices, requests or other communications required to be given under this Agreement or which the parties may desire to give under this Agreement shall be in writing and (a) hand delivered personally, (b) sent by facsimile transmission if the transmitting party receives confirmation of successful transmission, or (c) addressed and sent by certified or registered mail, postage prepaid and return receipt requested to the parties. Notices to Promoter shall be sent to the individual listed below. Notices to INDYCAR shall be sent to:

Vice President, Promoter and Media Partner Relations	<i>with copy to:</i> General Counsel
4551 West 16 <sup>th</sup> Street	4790 West 16 <sup>th</sup> Street
Indianapolis, Indiana 46222	Indianapolis, Indiana 46222
Facsimile: (317) 492-6527	Facsimile: (317) 492-6490

Notices to the Promoter shall be sent to:

Dewayne Woods	<i>with copy to:</i> Leslie J. Girard
Assistant Chief Administrative Officer	Chief Assistant County Counsel
Monterey County Administrative Office	Monterey County Administrative Office
168 W. Alisal St., Salinas, CA 93901	168 W. Alisal St., Salinas, CA 93901
Fascimile: (831) 757-5792	Fascimile: (831) 755-5283

If either party wishes to alter the recipient, address or facsimile number to which communications to it are sent, it may do so by providing the new information, in writing, to the other party in accordance with this [Section 12.10](#). All communications addressed in accordance with this Agreement shall be effective (i) when received if delivered by mail, (ii) on the date on which delivery is made, if personally delivered, and (iii) on the date of transmission, if by facsimile transmission.

12.11 **Public Statements and Press Releases.** The parties agree that they will coordinate the content and timing of all public statements and press releases concerning the relationship governed by this Agreement. Neither party shall make any public statements, to the press or otherwise, which portray the other party in an unfavorable light. Without the prior written consent of the other party, neither party shall publicly disclose actual attendance figures for an Event or any prior year's INDYCAR racing event held at the Track other than in accordance with this [Section 12.11](#). Notwithstanding any other term of this Agreement including without limitation this [Section 12.11](#), INDYCAR shall have the right to use and disclose: (a) attendance estimates (based upon media or other third party reports from publicly available sources but not based upon actual attendance figures or ticket sales information obtained from Promoter) and (b) aggregated attendance information that does not specifically disclose information that can be identified as a particular Event's actual attendance figures or ticket sales information as obtained from Promoter and (c) actual attendance figures and/or ticket sales information obtained from Promoter to INDYCAR Sponsors and potential INDYCAR Sponsors to the extent that such parties have agreed in writing that such figures shall be confidential.

12.12 **Reasonableness and Severability.** The parties stipulate and agree that each and every paragraph, sentence, term and provision of this Agreement (collectively, "Provision") shall be considered independent,

reasonable, and severable. If a court of competent jurisdiction makes a final determination that any Provision is unreasonable, invalid or unenforceable, the remaining Provisions shall be unimpaired and the unreasonable, invalid or unenforceable Provision shall be deemed replaced by a Provision that is valid, reasonable and enforceable and that most closely approximates the intention of the parties with respect to the unreasonable, invalid or unenforceable Provision, as evidenced by the remaining valid, enforceable terms and conditions of this Agreement.

12.13 **Relationship of the Parties.** The relationship of the parties created by this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be construed or interpreted as creating a relationship of joint venturers, partners, principal and agent, or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other in any manner.

12.14 **Remedies.** All rights and remedies provided in this Agreement shall be cumulative, and shall not be exclusive of one another or of any remedies available at law or in equity. Unless specifically set forth in this Agreement, under no circumstances shall INDYCAR or Promoter be liable to each other for indirect, consequential, special, punitive or incidental damages or for loss of revenue or anticipated profits or lost business (even if the party has been advised of the possibility of such damages) arising from a breach of this Agreement.

12.15 **Successors.** This Agreement shall inure to the benefit of, may be enforced by, and shall be binding upon the parties, and their permitted successors and assigns. Promoter shall not assign this Agreement, or any right, obligation, or interest it may have in or under this Agreement, without advance written consent to such assignment by INDYCAR. INDYCAR shall not assign this Agreement, or any right, obligation, or interest it may have in or under this Agreement, without advance written consent to such assignment by Promoter. Any transfer or assignment in violation of this Section 12.15 is void.

12.16 **Termination.**

12.16.1 **Generally.** INDYCAR may terminate this Agreement in the event of a breach of any term or condition of this Agreement by Promoter, including, without limitation, a breach of Section 12.1, and a failure by Promoter to timely cure the breach. In the event of a breach, INDYCAR may provide Promoter written notice of the breach. If Promoter does not cure the breach within ten (10) days after receipt of the written notice or the breach is a non-curable breach, INDYCAR may immediately terminate this Agreement upon providing written notice to Promoter. Notwithstanding the foregoing, in the event of a breach by Promoter that occurs less than ten (10) days prior to the scheduled departure of INDYCAR personnel and/or equipment to the Event, INDYCAR shall have the right in its sole discretion to reduce the cure period to less than ten (10) days.

12.16.2 **Track Condition.** If Promoter fails to maintain the Track in an adequate condition for the Event, INDYCAR may immediately terminate this Agreement, without notice. In the event the Track condition is not acceptable and the Event must be cancelled, altered or otherwise postponed, Promoter shall reimburse INDYCAR for any and all expenses and costs associated with such cancellation, alteration or postponement. This is not the exclusive remedy available to INDYCAR in the event the Agreement is terminated pursuant to this Section 12.16.2.

12.16.3 **Effect.** Notwithstanding any other provision of this Agreement, if INDYCAR terminates this Agreement pursuant to this Section 12.16 or any other provision of this Agreement or if the Event is postponed or cancelled for any reason other than a postponement or cancellation due to a breach of this Agreement by INDYCAR; INDYCAR may, and INDYCAR shall have the right to, retain all or any part of the Sanction Fee and other monies received by INDYCAR pursuant to this Agreement to cover actual expenses incurred. INDYCAR may use such amounts to reimburse (in whole or in part) INDYCAR, the drivers and car owners (entered in the Event) for expenses incurred by INDYCAR, the drivers and car owners in connection with the Event. These expenses may include, but are not limited to, salaries, transportation, lodging and payments to pit crews (in INDYCAR's sole discretion). This Section shall

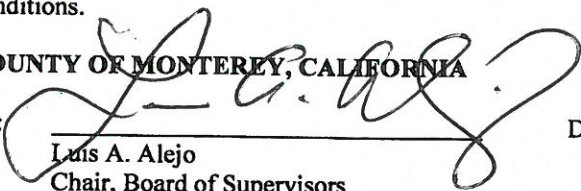


not limit INDYCAR's other rights at law or in equity.

Promoter acknowledges that a duly authorized representative of Promoter has executed this Agreement as of the date set forth below, and acknowledges that Promoter has read, understands and agrees to its terms and conditions.

COUNTY OF MONTEREY, CALIFORNIA

By:

  
Luis A. Alejo  
Chair, Board of Supervisors

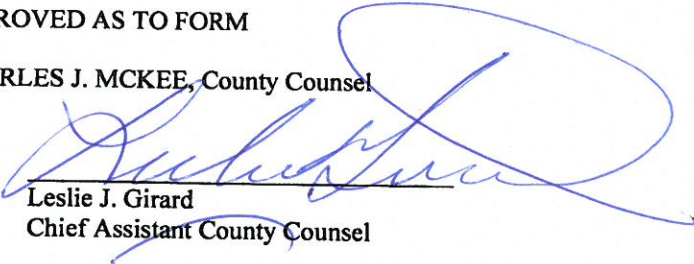
Date:

7/17/2018

APPROVED AS TO FORM

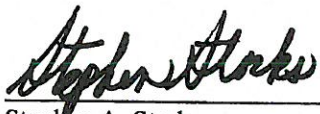
CHARLES J. MCKEE, County Counsel

By:

  
Leslie J. Girard  
Chief Assistant County Counsel

The Agreement is accepted and approved in accordance with its terms by INDYCAR, LLC.

By:

  
Stephen A. Starks  
Vice President, Promoter and Media Partner Relations

Date:

7/12/18

**Exhibit A**

**INDYCAR® SERIES 2019- 2021 EVENT AGREEMENT – ROAD COURSE**

**INDYCAR MARKS**

For the Term, Promoter may use the following trademarks in accordance with the terms of this Agreement:

1. IndyCar® Series Logo and INDYCAR Logo

Specifications at: [www.jpattonondemand.com](http://www.jpattonondemand.com); username: INDYCAR; password: PARTNER

2. "Word form" of IndyCar® Series and INDYCAR

Specifications: (i) the mark "IndyCar" must be all one word; (ii) the letters "I" and "C" in the mark "IndyCar" must be capitalized; (iii) the symbol ® must follow the mark "IndyCar"; and (iv) the mark "IndyCar" shall never be used alone and shall always be followed by the word "Series."

## Exhibit B

### INDYCAR® SERIES 2019- 2021 EVENT AGREEMENT – ROAD COURSE

#### [NEW LOGOS TO BE PROVIDED BY INDYCAR]

- 1.0 In accordance with the provisions of this Agreement, this Exhibit B notes specific locations, quantities and sizes for certain INDYCAR displays, event promotions and facilities.
- 2.0 Asset Location Map – To be inserted with the elements identified herein following site visit.
  - 2.1 Merchandise – 2 TBD locations, one of which shall be adjacent to the Fan Village
  - 2.2 Parking – TBD locations per contractual numbers
  - 2.3 Hospitality Suites - 2 x 25 people per suite / TBD locations overlooking pit lane.
  - 2.4 Paddock Club – 150' x 150' TBD location
  - 2.5 Fan Village – 120' x 220' TBD location
- 3.0 Creative shall follow the INDYCAR Style Guide and adhere to the following:
  - A. Wall Signage (5) @ 83' x 40" (provided by INDYCAR), including locations near start/finish and other television camera visible locations, along with related fence signage above wall signage where not an obstruction.

 **VERIZON INDYCAR SERIES** 

- B. INDYCAR start/finish logo



- C. VICS Logo in Victory Lane backdrop (at least 50% VICS placement in step & repeat)



D. VICS logo inclusion on fan ‘welcome signs’ at all track/facility and paddock locations.



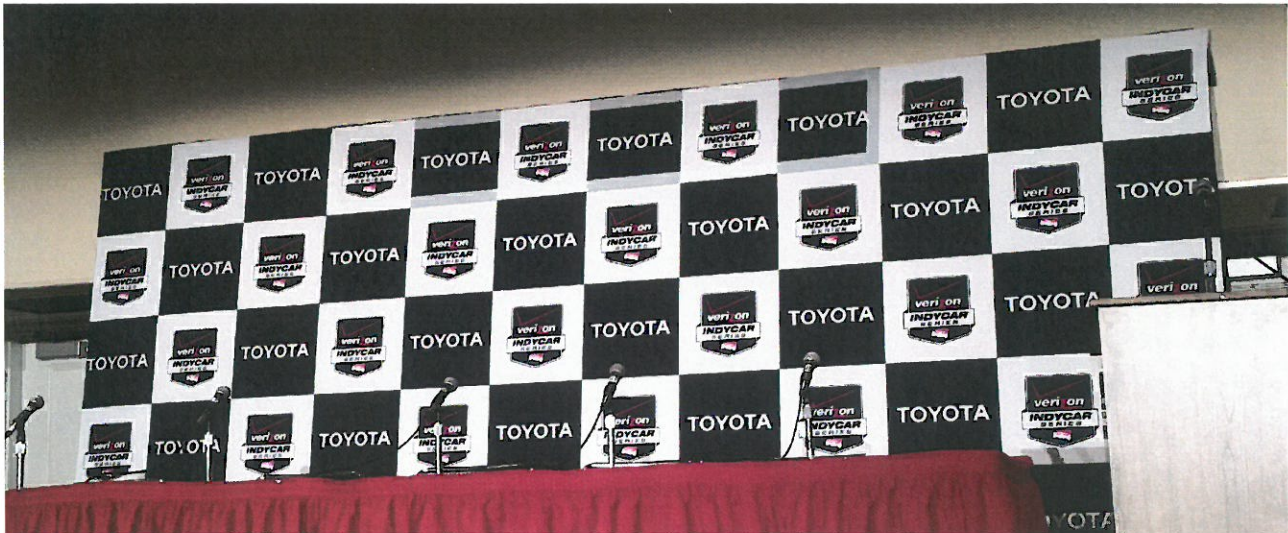
E. VICS Grandstand Banner (12’x18’) placed in high profile positions on back of each grandstand and suite complex (as supplied by INDYCAR)



F. VICS Grandstand flags (5’x 3’) on the back of all grandstands (as supplied by INDYCAR)



4.0 VICS Logo (Red) will be included in the backdrop (at least 50% of step & repeat) in the Media Center and Drivers Meeting Room facility.



5.0 VICS Driver Intro Stage, opening ceremonies (INDYCAR to provide stage; space available for event logo)



6.0 Additional opportunities for pedestrian banners (3'x 6', or similar) placed on fencing in high traffic areas (signs provided by INDYCAR)

## Exhibit C

### INDYCAR® SERIES 2019- 2021 EVENT AGREEMENT – ROAD COURSE

#### TRACK UPGRADES AND TIMELINE

At least sixty (60) days prior to the 2019 Event (or as otherwise mutually agreed by the parties in writing), and as required by INDYCAR in each instance, Promoter, at its expense, shall make the following upgrades.

- Add an extended taper to the leading end of the sausage curbs so the leading edge is tapered over a distance of 1M.
- Add a cement slab behind the existing curbs at the corkscrew to bolt down additional curbing. The type of curbing is to be discussed and approved by INDYCAR.
- Add a bolt down curb behind the existing curb at T7 throughout the entire length. Location and fastening system to be discussed and approved by INDYCAR.
- All gravel beds must be smooth with no more than 3" variation in height.
- Add timing loop antennas per INDYCAR's direction.
- Brake markers per INDYCAR requirements.
- Cover all tires with conveyor belt.
- Add an additional 2 rows of tires to the following locations T2, T5, T6, T8, T10. Exact locations will be defined by a walk-through.
- All new tires to be bolted together only - straps are not recommended.

#### ADD DEBRIS FENCE TO THE FOLLOWING AREAS:

- Add debris fence along the front straight to cover the bridge pillars if required once the new bridge is completed (TBD).
- T2 (DR) beginning at the power pole leading into the run-off area and continuing around the backside to meet existing fence - distance 420ft
- T4-T5 (DL) join the existing fence and continue to cover the bridge pillars - distance 500ft
- T5 in the runoff area joining the two existing fences - distance 275ft
- T6 (DR) joining the existing fence at the bridge, continuing to the corner - distance 400ft
- T8 (DL) connect the fence where missing in front of trees - distance 325ft

- A minimum of two (2) cables must be added to all existing debris fence. Currently there are only 3 cables with approximately a 1M gap between them. As current cables are installed using two different methods, for avoidance of doubt all cables and mesh should be added to the race track side and fastened at every pole.
- Where new mesh is required, SWG8/9 should be used at minimum.

In addition to the above, which shall remain in place for all subsequent INDYCAR Events, at least sixty (60) days prior to the 2020 Event (or as otherwise mutually agreed by the parties in writing), and as required by INDYCAR in each instance, Promoter, at its expense, shall make the following upgrades.

- Add pavement to the outside of T2. This should be completed at the same time the track gets resurfaced.
- If conveyor cannot be included in the 2019 work schedule due to financial reasons, it should be installed for 2020.
- Consider adding debris fence between the pits and race track.

**Exhibit D**



**INDYCAR® SERIES 2019-2021 EVENT AGREEMENT – ROAD COURSE**

[See Operations Manual Provided by INDYCAR]

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