

**AMENDMENT #2 TO AGREEMENT  
COUNTY OF MONTEREY AND  
INDYCAR, LLC**

**THIS AMENDMENT #2** is made to the EVENT AGREEMENT – ROAD COURSE for the 2019-2021 IndyCar Series between **INDYCAR, LLC**, hereinafter “INDYCAR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”; and

**WHEREAS**, the COUNTY executed the original EVENT AGREEMENT on July 17, 2018; and

**WHEREAS**, the COUNTY and INDYCAR amended the EVENT AGREEMENT via Amendment #1 dated May 4, 2021 to refund \$400,000 of the total \$1,000,000 Sanction Fee paid by COUNTY for the 2020 Event that was canceled due to the COVID-19 pandemic and apply the remaining \$600,000 to the 2021 Event; and

**WHEREAS**, the COUNTY and INDYCAR wish to amend the EVENT AGREEMENT to reduce the Sanction Fee due for the 2021 Event.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the EVENT AGREEMENT in the following manner:

1. Section 5.2 “Payment” shall be amended as follows:

| <i>Event</i> | <i>Annual Sanction Fee</i> | <i>Payment Due Date</i>      | <i>Sanction Fee Payment</i> |
|--------------|----------------------------|------------------------------|-----------------------------|
| 2021         | \$1,300,000                | Paid by County               | \$600,000                   |
|              |                            | On or before July 16, 2021   | \$400,000                   |
|              |                            | On or before August 16, 2021 | \$300,000                   |

2. Except as provided herein, all remaining terms, conditions and provisions of the EVENT AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the EVENT AGREEMENT.
3. A copy of the AMENDMENT #2 shall be attached to the original AGREEMENT signed July 17, 2018.

####

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

INDYCAR, LLC

DocuSigned by:

By: Michael Montri

AD781F74E08749B  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Michael Montri President

Printed Name and Title

*Approved as to Fiscal Provisions:*

7/21/2021 | 2:02 PM EDT  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

DocuSigned by:

By: Angela Broaddus

F3B919AC8510409  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

Angela Broaddus Chief Financial Officer

Printed Name and Title

*Approved as to Liability Provisions:*

7/21/2021 | 1:57 PM EDT  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

*Approved as to Form:*

County of Monterey:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
County Administrative Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.