

**AMENDMENT NO. 4
TO SPONSORSHIP AGREEMENT**

This Amendment #4 dated as of March 24, 2017 ("Amendment #4") is by and between the County of Monterey, California ("County") and Mazda Motor of America, Inc. d/b/a Mazda North American Operations ("Mazda"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Sponsorship Agreement.

WITNESSETH

WHEREAS, Sports Car Racing Association of the Monterey Peninsula, a California non-profit corporation ("Assignor") and Mazda previously entered into a Sponsorship Agreement dated March 1, 2006, as amended by Amendment No. 1 effective as of April 1, 2011, Amendment No. 2 effective as of May 1, 2012, and Amendment No. 3 effective as of February 17, 2014 (collectively, the "Sponsorship Agreement");

WHEREAS, Assignor, Mazda and the County entered into an Assignment Agreement dated March 24, 2017 ("Assignment Effective Date"), in which all rights and obligations of Assignor were assigned to County; and

WHEREAS, the parties hereby desire to amend the Sponsorship Agreement in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. References. All references in the Agreement to SCRAMP shall be deemed to be references to the County from the Assignment Effective Date forward.
2. Amendments to Sponsorship Agreement.
 - a. Section 4(a) of the Agreement is hereby revised to add the following fee for Contract Year 2017/2018: One Million Five Hundred Thousand Dollars (\$1,500,000.00), payable in two equal installments of Seven Hundred Fifty Thousand Dollars (\$750,000) on each of May 1, 2017 and November 1, 2017.

b. Exhibit A of the Agreement is hereby revised to add the following 2017/2018 Major Race Events:

2017 Race Season

Ferrari Challenge	May 12-14
Spring Classic	May 19-21
Motul FIM Superbike World Championship	July 7-9

GEICO Motorcycle U.S. Round
Featuring MotoAmerica

Monterey Pre-Reunion	August 12-13
Rolex Monterey Motorsports Reunion	August 17-20
IMSA WeatherTech SportsCar Championship Continental Monterey Grand Prix	September 21-24
Pirelli World Challenge	October 13-15

c. Section 8(a) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“The term of this Agreement shall begin on the Effective Date and end on March 31, 2018 (“Term”), unless sooner terminated in accordance with the terms of the Agreement.”

d. Section 8(b) of the Agreement is hereby revised and supplemented with the following additional language:

"From March 1, 2017 until September 30, 2017, Mazda shall have the exclusive right of first negotiation to enter into a new or continued exclusive sponsorship agreement with the County concerning the Raceway. If the two parties do not come to an agreement by the end of such period, the County shall be free to negotiate with any other entity for such sponsorship to begin after the Term of this Agreement expires. Notwithstanding the foregoing, until such time as a new sponsorship agreement is executed to begin after the Term, the County agrees to continue good faith negotiations with Mazda for a new sponsorship agreement concerning the Raceway.”

3. Representation. Each of Mazda, the Assignor, and the County, the Assignee, hereby represents and warrants to the other parties hereto that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Assignment Agreement constitutes its legal, valid and binding obligation.
4. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Addresses. Any notice, request, demand, bill, or payment provided for in this Assignment Agreement shall be in writing and shall be considered as duly delivered when mailed by registered, certified or regular mail to the addresses of the parties hereto as follows (or such other address as any party shall later designate by formal written notice to the other parties, which notice shall be provided in accordance with this section):

Mazda:

Attn: Jeremy Barnes, Director, Public Relations & Brand Experience
Mazda North American Operations
7755 Irvine Center Drive
Irvine, CA 92618

With a Copy to:

Attn: General Counsel
Mazda North American Operations
7755 Irvine Center Drive
Irvine, CA 92618

County:

Attn: Assistant CAO – Budget & Analysis Division
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

With a Copy to:

Attn: County Counsel
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

- 6. Definitions. Capitalized terms used in this Assignment Agreement and not defined herein shall have the meanings assigned to them in the Sponsorship Agreement.
- 7. Miscellaneous. Except as amended hereby, all of the terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. If there is any inconsistency between the provisions of this Assignment Agreement and the provisions of the Agreement, the provisions of this Assignment Agreement shall control and govern. This Assignment Agreement may be executed in counterparts and signatures exchanged by electronic means, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

County of Monterey, California

Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“Mazda”)

By: _____

By: Kathleen Smith

Name: _____

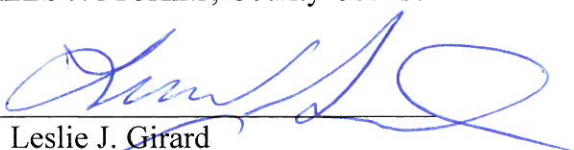
Name: Kathleen Smith

Title: _____

Title: Controller

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

By 
Leslie J. Girard
Chief Assistant County Counsel