

## Exhibit A

### Amendment No. 2 to Sponsorship Agreement

This Amendment Number 2 (“Amendment”) to the Sponsorship Agreement dated as of March 1, 2006 (“Agreement”) between Mazda Motor of America, Inc., d/b/a Mazda North American Operations (“MNAO”) and Sports Car Racing Association of the Monterey Peninsula, a California non-profit corporation (“SCRAMP”) is entered into effective as of May 1, 2012.

WHEREAS, the parties wish to amend the Agreement to extend its term and to revise certain obligations of the parties;

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. Section 8(a) of the Agreement is revised to extend the term for five (5) years, from May 1, 2012 through April 30, 2017; unless sooner terminated in accordance with the terms of the Agreement.

2. Section 8(b) of the Agreement is revised and supplemented with the following additional provision:

“Beginning on February 1, 2016 and continuing through April 30, 2016, Mazda shall have the exclusive right of first negotiation to enter into a new or continued sponsorship agreement with SCRAMP. If the two parties do not come to an agreement within this time period, SCRAMP shall be free to negotiate with any other entity for sponsorship to begin after the Term of this Agreement expires.”

3. A new section 8(c) is hereby added to the Agreement, as follows:

“If SCRAMP enters into plans to build additional infrastructure (“Additional Facility”) at or near Mazda Raceway Laguna Seca, then Mazda shall have the exclusive right of first negotiation to enter into a sponsorship agreement for the Additional Facility. If the two parties do not enter into a sponsorship agreement within two months of beginning negotiations for such additional sponsorship, SCRAMP shall be free to negotiate with any other entity for sponsorship of that Additional Facility.”

4. Section 4(a) is revised and supplemented by the following additional provision:

“For the extended Term of the Agreement, May 1, 2012 through April 30, 2017, subject to the other terms and conditions hereof, Mazda shall pay SCRAMP Seven Million Five Hundred Thousand Dollars (\$7,500,000) (“Payment”) in installments throughout the extended Term, as described below. The Payment shall be made by checks payable to SCRAMP and mailed to the address set forth in Section 20. The Payment shall be made by Mazda in the following numbered installments (each an “Installment”):

Contract Year 2012 through 2016

Installment #1	May 15, 2012	\$ 600,000
Installment #2	November 15, 2012	\$ 600,000
Installment #3	May 15, 2013	\$ 650,000
Installment #4	November 15, 2013	\$ 650,000
Installment #5	May 15, 2014	\$1,000,000
Installment #6	November 15, 2014	\$1,000,000
Installment #7	May 15, 2015	\$ 750,000
Installment #8	November 15, 2015	\$ 750,000
Installment #9	May 15, 2016	\$ 750,000
Installment #10	November 15, 2016	\$ 750,000

The income attributable from the extended period of this Amendment No. 2 to the Sponsorship Agreement between SCRAMP and Mazda shall be allocated as per Exhibit A-4 attached here. (For purposes of this Amendment No. 2 and the Sponsorship Agreement, the term "Contract Year" shall mean May 1 of one calendar year through April 30 of the following calendar year). To the extent any Installment payment is due on a national holiday or a weekend; such payment shall be timely if paid on the following business day.

5. Section 9(d) is revised and supplemented by the following additional provision:

Mazda shall have the option to terminate this Agreement effective April 30, 2015 for any reason with or without cause by providing written notice to SCRAMP between October 1, 2014 and October 31, 2014. Upon the exercise of this option to terminate without cause, Mazda shall pay to SCRAMP an early termination fee of Seven Hundred Fifty Thousand Dollars (\$750,000), paid as follows:

\$250,000 termination fee due May 15, 2015  
\$250,000 termination fee due August 15, 2015  
\$250,000 termination fee due November 15, 2015

Mazda shall retain the right to terminate this Agreement for cause in its entirety immediately in the event that SCRAMP does not retain the rights to operate the Facility under a Concessions Agreement with Monterey County.

6. Exhibit A is revised to add the 2012 Race Events as set forth in Exhibit A-1, attached hereto and incorporated herein by reference.
7. Exhibit B is revised to add additional and/or revised promotional benefits/site enhancements to be provided or obtained by SCRAMP, as set forth on Exhibit A-2, attached hereto and incorporated herein by reference.
8. Exhibit C is revised to add additional and/or revised Mazda obligations, as set forth on Exhibit A-3, attached hereto and incorporated herein by reference.

9. Exhibit A-4 is added to specify the uses and allocation of the funds generated by this Amendment No. 2.
10. The parties acknowledge the need for final approval of this Amendment No. 2 by the County of Monterey; such approval is separate and distinct from any extension of the relationship between SCRAMP and the County of Monterey as mentioned in section 5, above. This Amendment No. 2 shall become effective when executed by the parties, but its continued effectiveness is contingent upon general approval by the County of Monterey on or before thirty (30) days after execution of this Amendment No. 2 to the Sponsorship Agreement by both parties.
11. Terms. The terms used in this Amendment No. 2 shall have the meanings assigned to them in the Agreement unless otherwise indicated.
12. 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 Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern. If there are any inconsistencies between this Amendment No. 2 or the Agreement and the Concession Agreement between SCRAMP and Monterey County, the Concession Agreement between SCRAMP and Monterey County shall govern and prevail. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

MAZDA MOTOR OF AMERICA, INC.  
dba MAZDA NORTH AMERICAN OPERATIONS

By: \_\_\_\_\_

Its: \_\_\_\_\_

SPORTS CAR RACING ASSOCIATION OF THE  
MONTEREY PENINSULA

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A-1**

### 2012 MAJOR RACE EVENTS

May 11-12	American Le Mans Monterey presented by Patrón
May 18-20	Ferrari Racing Days
July 27-29	Red Bull U.S. Grand Prix featuring the MotoGP World Championships
August 16-19	Rolex Monterey Motorsports Reunion
September 7-9	Continental Tire Sports Car Festival powered by MAZDA

\*A similar list of dates and events shall be prepared by SCRAMP and submitted to Mazda on an annual basis for the term of the Agreement, as indicated in Agreement.

## **EXHIBIT A-2**

### ADDITIONAL OR REVISED PROMOTIONAL BENEFITS/SITE ENHANCEMENTS TO BE PROVIDED OR OBTAINED BY SCRAMP

In consideration of Mazda's obligations under this Agreement, and subject to the terms and conditions listed herein, SCRAMP shall provide the following additional promotional benefits/site enhancements to Mazda in each Contract Year throughout the Term of this Agreement:

#### E) Additional Signage

SCRAMP will provide the space for the following additional signage areas:

1. New Highway 68 sign to replace existing sign. The total cost of this sign shall not exceed \$100,000. Mazda will pay 50% of the total cost plus installations of the new sign, upon Mazda's and the County of Monterey's approval of the design for such sign. The remaining 50% of the total costs shall be funded from the Amendment No. 2, Exhibit A-4, Type I proceeds.
2. All Laguna Seca Recreation Area highway signs to include appropriately sized "Mazda Raceway" logo, including, but not limited to signs on Highway 68 and signs at entrance to Raceway. Mazda Raceway logo to be added above such signs and Mazda will pay for the cost of affixing the logo thereto.
3. Existing Speed Trap Signs: Two 30" by 10' "Zoom-Zoom" signs shall be permitted on the Start-Finish and Turn Five pedestrian bridges. Mazda must approve any and all usage of Speed Trap Signs, with the exception of speed readouts. Mazda signage above Speed Trap Signs may not be removed, obscured or covered without permission from Mazda.
4. Permanent "topiary-style" Mazda signage on hillside between turns 10 and 11 (similar to Red Bull MotoGP usage). Mazda to pay for the cost of the topiary-style signage.
5. As landowner, all of the above signage requires the approval of the County of Monterey.

All signage options beyond the Raceway's primary event inventory are subject to regulatory approval by the County of Monterey and Caltrans authorities. Mazda is responsible for all production and installation of said signage.

J) Other

Mazda shall have one seat on the SCRAMP Executive Advisory Committee to the SCRAMP Board of Directors to be held by Jay Amestoy, or other person designated by Mazda in its discretion.

**EXHIBIT A-3**

MAZDA'S ADDITIONAL OR REVISED OBLIGATIONS

A) Loan Vehicles

As limited to the reference to Mazda's obligation to supply pickup trucks, Subsection A(1)(iv) of Exhibit C to the original Agreement is hereby deleted in its entirety, as Mazda no longer builds or sells such vehicles..

B) Signage

Except as otherwise set forth in this Amendment No. 2 or otherwise and separately agreed to in writing, Mazda shall cover all costs of production (in the amounts indicated below) of the following signage, as well as installation, maintenance, and replacement when needed (SCRAMP shall continue to ensure the following locations are exclusively accessible for Mazda signage per Exhibits A-2 above and Exhibit B):

All signage design must be pre-approved in writing by SCRAMP and the County of Monterey prior to installation.

1. New Highway 68 Facility Sign
2. Addition of Mazda Raceway logo to all Laguna Seca Recreation Area highway signs, including, but not limited to signs on Highway 68 and signs at entrance to Raceway, subject to approval by Caltrans and County as regulatory agencies
3. Permanent "topiary-style" Mazda signage on hillside between turns 10 and 11

C) Promotional Support

Exhibit C, Section C is hereby revised in its entirety to read in full as follows:

"Both parties shall use their reasonable good faith efforts collectively to promote Mazda Raceway Laguna Seca as opportunities present themselves."

**EXHIBIT A-4**

**LAGUNA SECA RACEWAY SPONSORSHIP AGREEMENT – CAPITAL PROJECT IMPROVEMENTS**

The income realized from the Agreement between Sports Car Racing Association of the Monterey Peninsula (SCRAMP) and Mazda Motor of America, Inc., a California corporation dba Mazda North American Operations (Mazda), an estimated average \$1.5 million per annum for a total of \$7.5 million over five years, shall be required for capital improvements to the Laguna Seca racing facility in the following manner:

Type I 70.0%	\$5,250,000	<b>To address safety issues, participant and facility improvements:</b> <ul style="list-style-type: none"><li>- SCRAMP is required to spend an amount equal to no less than 70% (\$5.25 million) of the total Mazda revenue on pre-authorized projects.</li><li>- Up to \$50,000 of these funds may be used to pay for the non-Mazda share of costs associated with the new Highway 68 entrance signage.</li><li>- It is at the sole discretion of the County to approve the project(s) and the amount of annual capital expenditures authorized so long as SCRAMP meets a minimum of the 70% requirement over the term of the 5-Yr agreement.</li><li>- County and SCRAMP will meet to discuss and list the relative priority of desired capital project(s) each year and for the long term (at an annual date to be mutually agreed upon).</li><li>- All capital projects will be required to be approved in writing by the County prior to implementation and/or prior to commencement of project or any related expenditure obligations.</li><li>- SCRAMP will be required to produce reconciliations and invoices to verify actual costs upon completion of projects. Only projects which had prior written approval by County will be counted toward meeting the minimum 70% capital expenditure requirements. All documentation is subject to audit and project will not be considered to be completed until signed off by the County.</li></ul>
Type II 30.0%	\$2,250,000	Costs associated to implementation of the agreement; i.e., signage and logo changes, collateral materials, SCRAMP staffing where applicable, etc.
<b><u>Total</u></b> <b><u>100%</u></b>	<b><u>Total</u></b> <b><u>\$7,500,000</u></b>	(total subject to section 5.03 of the Concession Agreement)

SCRAMP shall be required to spend an amount equal to a minimum of 70% of all Mazda payments, received pursuant to Section 4 of this Amendment No. 2, on capital improvements at the Laguna Seca facility.

If SCRAMP does not spend, or commit, to the satisfaction of County, a minimum of \$2.625 million in pre-approved capital improvement projects by the end of Year 3, April 30, 2015, all subsequent payments from Mazda, to wit, installments #7 through #10 totaling \$2.25 million, shall be paid directly to the County from Mazda (to be deposited into the Concession Agreement section 5.09 Laguna Seca Maintenance and Improvement Account) as set forth in Section 4 of this Amendment No. 2. If this should occur, SCRAMP will be contractually obligated to expend the remaining balance for any outstanding pre-approved projects, in order to meet the \$5.25 million in capital improvements requirement by the end of the April 30, 2016 term as per this Amendment No. 2. SCRAMP will thereafter be reimbursed from the Laguna Seca Maintenance and Improvement Account upon the written approval from the County of Monterey that all subsequent documentation from SCRAMP has been received, audited, and approved upon completion of said pre-approved project(s).

The following list is a proposed 5-Year Plan of projects to be completed over the term of this extended Agreement:

\$ 475,000	Turn 4 Grandstands
\$ 250,000	Paddock Restrooms (Gas pump area)
\$1,750,000	Track communications and PA System
\$ 40,000	Electrical and water service upgrade to Turn 3 Lakebed Area
\$2,000,000	Water/Sewer Utility System
\$2,000,000	New Start/Finish Bridge
\$ 20,000	Increase Permanent Lighting
\$ 350,000	Victory Circle Podium
<u>\$ 300,000</u>	Replace Dispatch Consoles – Communications Building
<b>\$7,185,000</b>	<b>Total Estimated Cost of Capital Projects over 5-Year term</b>

The proposed 5-Year Plan will be subject to changes that may arise due to priority needs such as health and safety concerns, immediate capital infrastructure repairs or replacement, or to best maximize potential revenue generating opportunities. All projects will be reviewed and approved for completion on an annual basis as stated above.