

Exhibit B

Amendment No. 5 to SCRAMP Concession Agreement No. A-08150

This Amendment number 5 to Agreement No. A-08150 is made and entered this _____ day of _____, 2012, by and between the County of Monterey (the "County") and the Sports Car Racing Association of the Monterey Peninsula, a nonprofit corporation created under the laws of the State of California ("SCRAMP").

Whereas, on February 5, 2003, the County approved a SCRAMP/County Concession Agreement with SCRAMP for the Laguna Seca Recreation Area (Agreement No. A-08150) (hereafter "Agreement"); and

Whereas, SCRAMP desires to enter into a five-year Sponsorship agreement extension with Mazda Motor of America, a California corporation dba Mazda North American Operations ("Mazda"), through 2017, contingent upon the term of the SCRAMP/County Concession Agreement, wherein Mazda will pay an average of \$1.5 million per year, for a total of \$7,500,000 over the term of the sponsorship agreement extension; and

Whereas, SCRAMP is required to spend an amount equal to 70% of the income realized from the Mazda Sponsorship Agreement toward the construction and development of capital improvements at the Laguna Seca facility, as outlined in Exhibit A-4, attached hereto and incorporated herein by reference; and

Whereas, pursuant to the terms of Concession Agreement No. A-08150, the County must approve the proposed Sponsorship Agreement between SCRAMP and Mazda;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in Agreement No. A-08150, the parties agree as follows:

1. Amendment No. 2 to the Sponsorship Agreement between SCRAMP and Mazda, attached hereto as Exhibit A, with accompanying attachments A-1 through A-4, is hereby approved.
2. The parties hereto agree that the funds generated by the aforementioned Amendment No. 2 to the Sponsorship Agreement between SCRAMP and Mazda shall be allocated and utilized as set forth in the attached Exhibit A-4 to that document.
3. Except as stated herein, all other terms, provisions, and exhibits shall remain in full force and effect. To the extent that the Concession Agreement between the County and SCRAMP, as amended, and the SCRAMP/Mazda Sponsorship Agreement, as amended, are inconsistent, the terms and conditions of the SCRAMP/County Concession Agreement shall prevail.

4. This SCRAMP/County Concession Agreement Amendment No. 5 shall become effective upon its execution by all the parties hereto.

IN WITNESS WHEREOF, the parties execute this Amendment No. 5 to the SCRAMP/County Concession Agreement as of the day and year first above written.

COUNTY OF MONTEREY By _____ John Pinio, Director of Parks	SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA By _____ CEO/General Manager
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Approved as to Form and Legality:

By _____
Jerold A. Malkin, Deputy County Counsel