

AMENDMENT #1
AGREEMENT #2018SCR001

This AMENDMENT number (“#”) 1 (“Amendment” or “Amendment #1”) to the Sponsorship Agreement dated March 31, 2018, with Agreement #2018SCR001 (the “Agreement”), is made and entered into as of March 1, 2019 (“Amendment Effective Date”) by and between COUNTY OF MONTEREY (“County”) and LEXUS, a division of TOYOTA MOTOR SALES, U.S.A., INC. (“Lexus”) (individually a “Party” or collectively the “Parties”). This Amendment incorporates by reference the Agreement between the Parties. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Lexus and County hereby amend the provisions of the Agreement as detailed below.

1.0 AMENDMENT DETAILS

1.1 The Parties have agreed to add additional signage rights and related additional fees to the Agreement. This modification will impact **Section 2 and Section B of Exhibit “A”**. Accordingly, the following sections of the Agreement are amended as follows:

1.1.1 Section 2, Consideration, as a result of the modifications outlined in **Section 1.1** above, is modified to add fees for the additional signage rights. Therefore, Section 2.1 is hereby deleted in its entirety and replaced with the following:

2. Consideration. In consideration for rights granted Lexus and the County's obligations under this Agreement, and subject to Lexus's receipt of proper invoices from the County, Lexus shall pay the County the following amounts (collectively or individually, the “Sponsorship Fees”):

(a) **2018 Agreement Year:**

(i) Luxury Auto Sponsorship Fee: Two Hundred Thousand US Dollars (\$200,000.00 USD), payable on or before April 31, 2018;

(b) **2019 Agreement Year:**

(i) Luxury Auto Sponsorship Fee: Three Hundred Twenty-Seven Thousand US Dollars (\$327,000.00 USD), payable on or before April 1, 2019;

(ii) Turn 11 Billboard Fee: Ten Thousand US Dollars (\$10,000 USD); and

(iii) Art Car Billboard:

(1) One-Time Production Fee: Nine Thousand US Dollars (\$9,000.00 USD);

(2) Annual Fee: Two Thousand US Dollars (\$2,000.00 USD).

(c) **Agreement Years 2020 through 2022:** *Strictly provided that this Agreement is extended through March 31, 2023 per the terms of Section 3(a) below:*

(i) Luxury Auto Sponsorship Fee: Three Hundred Twenty-Seven Thousand US Dollars (\$327,000.00 USD) each Agreement Year, payable on or before April 1st of each respective Agreement Year;

- (ii) Turn 11 Billboard Fee: Ten Thousand US Dollars (\$10,000 USD); and
- (iii) Art Car Billboard Fee: Two Thousand US Dollars (\$2,000.00 USD).

Payment of the Sponsorship Fees shall be made by checks payable to Monterey County and mailed to the address set forth in Section 23.

1.1.2 Exhibit “A,” Monterey County Obligations, as a result of the modifications outlined in **Section 1.1** above, is modified to add additional signage rights to Section B of Exhibit “A.” Therefore, Exhibit “A” is hereby deleted in its entirety and replaced with the First Amended Exhibit “A”, which is attached hereto as **Schedule 1** and which has been modified to add the additional signage rights in sub-sections B.xi. and B.xii.

2.0 AMENDMENT SUMMARY

2.1 The following **Table 2.1** is a summary of the activities associated with this Agreement. **Table 2.1** below is provided for reference purposes only.

Table 2.1			
Item #	Document	Document Purpose	Term of Document (Document Effective Date to Termination Date)
2.1.1	Initial Agreement #2018SCR001	Initial Agreement for Services	March 31, 2018 through March 31, 2020
2.1.2	Amendment #1	Add Fees and related Benefits for Turn 11 Billboard and Art Car Billboard	March 1, 2019 through March 31, 2020

3.0 CONFLICT

3.1 All other provisions of the Agreement, including all exhibits and attachments thereto, not modified herein remain in full force and effect.

3.2 Order of Precedence. In the event of any inconsistencies between the Agreement, any prior Amendments and this Amendment, this Amendment shall take precedence.

-SIGNATURE LINE FOLLOWS ON NEXT PAGE-

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

COUNTY OF MONTEREY

LEXUS, A DIVISION OF TOYOTA MOTOR SALES, U.S.A., INC.

DocuSigned by:
Steve Jett
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Steve Jett

National marketing manager

4/16/2019 | 15:42 CDT

WEATHERTECH RACEWAY LAGUNA SECA

Procurement Authorization

LEXUS, A DIVISION OF TOYOTA MOTOR SALES, U.S.A., INC.

DocuSigned by:
Steve Fields
7F608142F053483...

Steve Fields

SVP, Sales


4/16/2019 | 12:40 PDT

DocuSigned by:
Steven Morse
8D66217E747CAD1...

Steven Morse

Senior Analyst, TMS Strat Sourcing & Contracts

4/16/2019 | 13:59 PDT

TMS/USA CONTRACT
REVIEWED
 4/16/2019 13:06 PDT

SCHEDULE 1

FIRST AMENDED EXHIBIT "A"

MONTEREY COUNTY'S OBLIGATIONS

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

A. Official Rights

1. Official & Exclusive Status: Lexus will be the Official and Exclusive Luxury Auto of the Raceway.
2. Lexus logo will be referenced in selected advertising, media references and television shows and controlled or placed by the County or SCRAMP, including advertising that supports Major Race Events. Additionally, Lexus's race teams will be featured in Event posters and programs whenever applicable.
3. Lexus will have the right to use the name and logo for Laguna Seca Raceway.
4. Branding inclusion in all future video games featuring the Raceway (i.e. Microsoft Forza, Sony Playstation Gran Turismo).

B. Signage & Product Showcase Elements

1. Lexus Signage & Branding at the Raceway:
 - i. Two (2) Secondary Start/Finish Bridge Billboards
 - ii. Ten (10) 3'x8' Trackside A-Frames
 - iii. Six (6) 9'x60' Turn 1 Billboards
 - iv. Two (2) 105" x 125' Vehicle Bridge Interior Billboards – Leading to the Paddock
 - v. A-Road Platform Branding Elements
 - vi. A-Road Entrance Gate Arch Branding Elements
 - vii. One (1) Full-Page – Inside Front Cover Ads in each Event souvenir program (excluding souvenir programs for SBK World Superbike and Porsche Rennsport Reunion)
 - viii. Fifty (50) 30-Second Scoring Trylon Spots, per day, per Event
 - ix. One (1) eNewsletter Digital Banner (160x600)
 - x. Two (2) Annual Web Banners (160x600, 728x90)
 - xi. One (1) Turn 11 Billboard:
 - a. Billboard placement considered "year-round" for all days - excluding those days surrounding SBK World Superbike, when location is not available.
 - b. Does not include cost of production and installation
 - xii. One (1) Art Car billboard placement:

- a. One (1) custom painted “Art Car” located at the Highway 68 Entrance of the Laguna Seca Recreation Area.
- b. If in the future Lexus chooses to replace or adjust graphics displayed on the Art Car, they will be solely responsible for the replacement costs.

Signage rights are a combination of year-round and selected Events (Events excluded from “on-track” branding is SBK World Superbike and 2018 Porsche Rennsport Reunion).

Initial Lexus signage production and installation shall be at the sole cost and expense of the County or SCRAMP; provided, however, that Lexus shall provide SCRAMP with the Lexus Marks for use on such signage. Lexus shall be responsible for all costs associated with any Lexus signage changes requested by Lexus throughout the Term. Notwithstanding the foregoing and unless otherwise mutually agreed in advance and in writing, the County agrees that with respect to any Lexus replacement signage needs that are solely due to damage not caused by Lexus or standard wear and tear, such replacement costs shall be at the sole cost and expense of the County or SCRAMP.

2. Lexus Product Showcase Display Areas

- i. A-Road and South Boundary Entry Platform – Select Events
- ii. Pace Car Safety Car Paddock Display – Select Events
- iii. Permanent vehicle display, with signage on the fence, near the SCRAMP offices at S Perimeter Road and Directors Rd., with space to display one (1) Lexus vehicle, as selected and provided by Lexus.
- iv. One (1) 60’x100’ Paddock Display location for IMSA Weekend

C. Hospitality and Access

1. Lexus shall receive one (1) VIP Hospitality area during the IMSA sanctioned event annually:
 - i. Includes fifty (50) VIP Hospitality Passes per day
 - ii. Lexus shall be responsible for all food and beverage within their hospitality area.
 - a. Lexus shall be provided with a track-approved caterer for all food and beverage needs.
2. Ten (10) VIP Hard Card passes for all events at the Raceway (subject to any event restrictions advised by County)
 - i. VIP passes that allow access to all areas at the Raceway, including those specified as sponsored only areas. These passes shall allow access to the pit area, unless restricted by the sanctioning body.
3. Ten (10) Blue 2 Annual Parking Passes for use at all events at the Raceway (subject to any event restrictions advised by County)
4. Two Hundred (200) General Admission Passes to all events at the Raceway, including, for all IMSA sanctioned events at the Raceway (subject to any event restrictions advised by County)
5. Dedicated Annual “Surprise & Delight” Wolf Hill Parking Area

- i. Room for two hundred (200) Lexus vehicle parking spaces
- ii. Lexus will develop and provide to the County or SCRAMP all Lexus signage and directional indicators for this area, at Lexus's sole cost and expense (the "Lexus Parking Signage"). The County or SCRAMP shall be solely responsible for (a) storing such Lexus Parking Signage; (b) placing and picking up the Lexus Parking Signage for each event at the Raceway (subject to any event restrictions advised by the County); and (c) providing direction to event attendees driving Lexus brand vehicles as they drive into the event, directing them to park in the dedicated Lexus parking area (Wolf Hill Parking Area) until all available spots are filled.

D. Lexus Track Days

1. Lexus shall have the opportunity to utilize the Raceway as follows:
 - i. January 1, 2019 through March 31, 2019, five (5) Limited Sound Days:
 - a. 105dBa Sound Level Days
 - b. In accordance with County Track Rental Agreement Policies
 - c. Schedule available after Major Motorsports Event schedule, annually
 - ii. Each of 2019 – 2022 Agreement Years (as defined in Section 3(a) of the Agreement), five (5) Limited Sound Days per Agreement Year:
 - a. 105dBa Sound Level Days
 - b. In accordance with County Track Rental Agreement Policies
 - c. Schedule available after Major Motorsports Event schedule, annually