

MAZDA RACEWAY

LAGUNA SECA

Mazda Raceway Laguna Seca Sponsorship Agreement

THIS Agreement is made on July 1, 2017 (the "Effective Date") between MONTEREY COUNTY in partnership with the SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA ("SCRAMP"), a California not-for-profit corporation as its agent, with offices at 1021 Monterey Highway 68, Salinas, California 93908 and BUBBA Foods LLC, ("Sponsor or Bubba Burger") with its principal offices at 4339 Roosevelt Road, Suite 400, Jacksonville, FL 32210.

FACTS

SCRAMP, in keeping with its objectives of fostering and promoting motorsports racing in North America is staging in 2017; Motul FIM Superbike World Championship, July 7-9, 2017; Rolex Monterey Motorsports Reunion, August 17-20, 2017; Continental Tire Monterey Grand Prix powered by Mazda, September 21-24, 2017; and Pirelli World Challenge, October 12-15, 2017, collectively known as "Events" (2018 Event dates to be announced) Sponsor shall receive year-round sponsorship at the Mazda Raceway Laguna Seca ("Raceway") annually throughout the Term of the Agreement. The foregoing events described in this paragraph and more particularly described in Section 1.1 and Schedule A of this Agreement shall be collectively referred to herein as Events.

AGREEMENT

In consideration of the mutual covenants contained in this document, SCRAMP and Sponsor agree as follows:

1. GRANT OF RIGHTS

1.1 SCRAMP hereby grants to Sponsor the sponsorship rights described in annexed Schedule "A": (herein such subject matter and items of Schedule "A" being individually and collectively called "Sponsorship Rights") solely in connection with the sponsorship of the 2017-2018 Events as set forth in Schedule "A". Schedule "A" is incorporated by reference into this Agreement.

2. TERM OF AGREEMENT

2.1 The Term shall be set forth as July 1, 2017 through June 30, 2019. The Sponsorship rights herein granted to Sponsor shall only apply to the 2017-2018 Events as set forth particularly in Schedule "A", unless otherwise stated. This Agreement shall commence upon execution and, unless terminated earlier in accordance with its provisions, shall continue through (the "Term"), unless earlier terminated pursuant to Section 2.2 below (the "Term").

2.2 Either party (the "Non-Defaulting Party") may (in addition to pursuing any other remedies available to it by law, equity or this Agreement) elect to terminate this Agreement by

giving written notice (the "Termination Notice") to that effect to the applicable party (the "Defaulting Party") upon occurrence of any of the following event: (1) the commencement of any proceeding against the Defaulting Party, which is not dismissed within 45 days after commencement, seeking adjudication of bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any state and/or federal statutes, laws or regulations (in which event, the termination of this Agreement shall be effective upon the date of, or any later date specified in, the Termination Notice); or (2) a breach by the Defaulting Party of any material term of this Agreement, which breach, as specified in the Termination Notice, either is not capable of being remedied or remains unremedied for more than thirty (30) days after the Defaulting Party's receipt of such Termination Notice (in which event, the termination of this Agreement shall be effective at midnight of such seventh day or of any later day specified in the Termination Notice). In the event that the Agreement is terminated pursuant to this Section, Sponsor shall not be responsible for making any further payments of the Sponsorship Fee as of the effective date of such Termination Notice and SCRAMP shall promptly refund a pro rata portion of the Sponsorship Fee paid by Sponsor to SCRAMP representing those benefits which were not realized by Sponsor under the Agreement. The provisions of this Section shall survive any termination or breach of this Agreement to the extent necessary to affect the intent of the parties and shall remain in effect so long as the parties are entitled to protections of their rights under the applicable law.

2.3 If at any time during the Term, SCRAMP does not retain the rights and ability to manage the Facility, the Agreement shall be subject to renegotiation or may be terminated immediately by the Sponsor.

3. SPONSORSHIP PAYMENTS

3.1 Sponsor shall pay to SCRAMP for the rights granted under this Agreement, the amount described in annexed Schedule "B" ("Sponsorship Fee"). Schedule "B" is incorporated by reference into this Agreement.

3.2 Sponsor acknowledges time is of the essence in meeting the payment schedules set forth herein.

4. WAIVER

4.1 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

5. OBLIGATION OF SCRAMP

5.1 SCRAMP will stage and promote the 2017-2018 Events and will provide Sponsor with the rights described in Schedule "A" annexed hereto.

5.2 It is acknowledged and agreed that Sponsor has no responsibility or authority to organize, promote, implement, administer or conduct the event. Such responsibility and authority, including, but not limited to, scheduling, staffing, staging, obtaining all necessary permits, arranging for adequate security, providing sanitary facilities for attendees, supervising

Event entrants and other participants, providing pre-event manpower, promoting and advertising the event, paying taxes, payroll, insurance, legal fees and prizes, shall reside with SCRAMP or other third-party.

6. GOODWILL

6.1 Sponsor recognizes the great value and inherent attributes of the goodwill associated with the following names (collectively, the "**Raceway Trademarks**"):

- (a) Sports Car Racing Association of the Monterey Peninsula (SCRAMP)
- (b) Mazda Raceway Laguna Seca
- (c) Continental Monterey Tire Grand Prix
- (d) Rolex Monterey Motorsports Reunion
- (e) Laguna Seca Raceway

and acknowledges that such goodwill belongs exclusively to SCRAMP and that the Raceway Trademarks have acquired a secondary meaning in the mind of the public. Sponsor agrees not to use any of said SCRAMP Trademarks without specific advance written approval from SCRAMP as outlined in Section 8.3.

7. OWNERSHIP OF NAME

7.1 Sponsor agrees that all ownership rights in the Raceway Trademarks shall remain in SCRAMP. In recognition of SCRAMP's sole and exclusive rights in the Raceway Trademarks, Sponsor shall not apply for nor obtain any state or federal service mark or trademark registration or any Foreign Service mark or trademark registrations covering or including the Raceway Trademarks.

7.2 All marks, logos, copyrighted and copyrightable materials supplied to SCRAMP by Sponsor (the "**Sponsor Intellectual Property**") shall belong to and remain the sole property of Sponsor, and SCRAMP shall not have or acquire any right to copy, reproduce, publish or use such Sponsor Intellectual Property except in connection with the specific purposes of this Agreement.

8. APPROVAL OF USE OF NAME OR LOGO

8.1 SCRAMP grants to Sponsor the right to use the Raceway Trademarks for promotional purposes, as well as in connection with the sponsorship of the Event, except as referenced in Paragraph 8.5 below.

8.2 Sponsor agrees that all of its use of the Raceway Trademarks shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the SCRAMP Trademarks and the goodwill pertaining thereto.

8.3 Sponsor shall submit in writing all such use of the Raceway Trademarks to SCRAMP for SCRAMP's advance written approval, which shall not be unreasonably withheld. If SCRAMP does not respond to Sponsor within seven (7) days of SCRAMP's receipt of such material for its approval, SCRAMP's approval shall be deemed given.

8.4 After SCRAMP has granted its approval to Sponsor's use of the Raceway Trademarks, Sponsor shall not depart from the submitted use in any material respect without SCRAMP's prior written consent, which shall not be unreasonably withheld.

8.5 Use of the name and logo for novelty and clothing items is reserved exclusively for the officially licensed clothing sponsor of the Event. Use of the name and logo of the Event on clothing and novelties must be mutually approved by SCRAMP and the licensed clothing sponsor of the Events.

9. COPYRIGHT AND TRADEMARK NOTICES

9.1 At the time Sponsor submits for approval the use of the names and logos pursuant to the previous paragraphs, SCRAMP shall provide written instructions to Sponsor regarding the manner of display of copyright and trademark notices thereon. Sponsor shall comply with such written instructions and shall not depart there from in any material respect without SCRAMP's prior written consent.

10. REPRESENTATIONS

10.1 SCRAMP hereby represents and warrants that: (a) it has the full right and authority to enter into and fully perform its obligations under this Agreement in accordance with its terms, and this Agreement constitutes a valid, binding and enforceable agreement of SCRAMP; (b) it shall perform its obligations under this Agreement in accordance with all applicable Federal, state and local laws and regulations; (c) it shall perform its activities under this Agreement using sound, professional practices and in a competent and professional manner by knowledgeable and trained personnel; (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the execution of the Event and the sponsorship contemplated by this Agreement.

11. CERTIFICATE OF INSURANCE

11.1 At least 15 days prior to the commencement of the Event, SCRAMP shall deliver to Sponsor a Certificate of Insurance evidencing coverage for Comprehensive General Liability, including spectators liability, with limits of no less than \$10,000,000 combined single limit for bodily injury and property damage. Said certificate shall name Sponsor additional named insured and shall provide that in the event of any cancellation or modification of coverage, the insurance company will give Sponsor at least 30 days prior written notice of it. All insurance will be primary and will not require contribution from any coverage maintained by Sponsor and will not contain, without Sponsor's prior written consent, any special or non-customary exclusion.

12. NO PARTNERSHIP, ETC.

12.1 This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between SCRAMP and Sponsor. Neither party shall have the right to obligate the other in any manner whatsoever, nor nothing herein contained shall give or be intended to give any right of any kind to any third person.

13. ASSIGNABILITY

13.1 This contract shall bind and inure to the benefit of SCRAMP, its successors and assigns, and shall bind and inure to the benefit Sponsor, its successors and assigns. Neither party may assign this Agreement without prior written consent from the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that no notice or consent shall be required in the event of an assignment in connection with the sale of all or substantially all of the assets or stock of either party hereto and such successor can and does agree in writing to be bound by all of the terms and conditions hereof.

14. CONSTRUCTION

14.1 This agreement has been entered into and performed in Monterey County, California shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. In the event of any dispute between the parties, all such disputes shall be resolved in Monterey County.

15. FORCE MAJEURE

15.1 In the event any party is unable to carry out its material obligations under this Agreement by reason of "force majeure" (as defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied by the disabled party as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire, flood, war, acts of terrorism or Federal, state, city or local government regulations, policies or actions enacted or taken subsequent to the execution of this Agreement. If the force majeure extends for more than ten (10) days and if any affected element of the Event cannot be reasonably rescheduled, then Sponsor and/or SCRAMP, as the case may be, shall be entitled to terminate this Agreement upon written notice to the other party. If Sponsor terminates the Agreement, then within fifteen (15) days of such termination SCRAMP shall refund a pro-rata portion of the Sponsorship Fee paid by Sponsor representing the benefits, which were not realized by Sponsor under this Agreement. No party shall be liable to any other party for lost profits, special, incidental or consequential damages incurred in the event of termination of this Agreement due to a force majeure event.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire understanding among the parties hereto and cannot be altered or modified except by an agreement in writing signed by all of the parties hereto. Upon its execution, this Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, with respect to the subject matter herein, and such prior agreements shall thereupon be null and void and without further legal effect.

17. NOTICE

17.1 Any notice under this contract shall be given in writing, either by personal delivery, by mail or by overnight courier, addressed in the case of SCRAM to:

SPORTS CAR RACING ASSOCIATION OF MONTEREY PENINSULA
P.O. Box 2078
Monterey, California 93942
Attn: Ms. Gill Campbell

and in the case of Sponsor to:

BUBBA FOODS, LLC
4339 Roosevelt Rd
Suite 400
Jacksonville, FL 32210
Attn: Andy Stenson

18. COUNTERPARTS

18.1 This contract may be executed by the parties in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

19. INDEMNITY

19.1 SCRAM agrees to defend, indemnify and hold harmless Sponsor, its agent, officers, employees, subsidiaries, successors and assigns for any claims, losses or damages (including reasonable attorney's fees and costs) incurred as a result of this Agreement, including, without limitation, damages, injuries or death arising out of the Events, except to the extent caused by the negligence or willful misconduct of Sponsor. This section survives expiration of this Agreement and is conditioned on SCRAM receiving prompt notice of any claim, opportunity to defend same solely with counsel of its choice and cooperation of Sponsor therein. EXCEPT FOR SCRAM's INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, IN ANY MANNER WHATSOEVER, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

20. CONFIDENTIALITY

20.1 Both parties agree not to divulge the terms and conditions of this Agreement without written consent from the other party except as may be necessary for tax reporting requirements, if any, or as otherwise required by law.

IN WITNESS WHEREOF, the parties hereto as of the date and year first above written have duly executed this contract.

SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA,
a California Not-for-Profit Corporation

By: _____

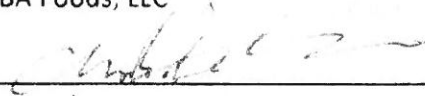
(signature)

Name: Gill Campbell

Its:

Its:

BUBBA Foods, LLC

By:  _____

(signature)

Name: Andy Stenson

Its: VP Marketing & Business Development

SCHEDULE "A"

Sponsorship Rights

Sponsor shall receive the following entitlements:

1. Presenting Sponsor of the Crusin' Café – Centrally located in the heart of the Paddock
 - a. MRLS is active nearly every day of the year with either our 5-7 major motorsports events, track rentals, OEM Media events, Driving Schools and outside events
 - b. Bubba Burger logo integrated into primary building signage of the café
 - c. Bubba Burger POS signs located throughout the eating area and ordering counters
 - d. Bubba Burger products highlighted on the track rental menu information
2. Presenting Sponsor of the Volunteer BBQ Area
 - a. SCRAMP will purchase Bubba Burger products for use in the nightly BBQ's for volunteers
 - b. Bubba Burger signs located around the tent area
 - c. Opportunity to promote Bubba Burger in-market offers to core of nearly 400 volunteers
3. Exclusive Burger
 - a. No other burger product will be allowed or sold on facility grounds during SCRAMP-controlled Events
 - b. Bubba Burger Logo recognition on Raceway's official web site: www.MazdaRaceway.com and hyper-link to Sponsor specified web location
 - c. Twenty (20) 30-second logo spots on the Scoring Trylon per Race Day for all Events
4. Bubba Burger On-Site Sales Truck
 - a. Available at IMSA (Sept. 21-24) and PWC (Oct. 13-15) Event weekends
 - b. Opportunity to leave on-site for storage in between events
 - c. *Additional event weekend avail if the trailer is available (July 12-14 & Aug. 17-20)
5. Sponsor shall receive the following on-line inventory run of network:
 - a. One (1) Rotating Leader Board Ad (728x90), year round on www.mazdaraceway.com
 - b. One (1) Rotating Button Ad (120x90), year round on the specific Events home pages
 - c. Name, logo and link on the Sponsor information web page
6. Signage/Branding locations during the Events:
 - a. One (1) 12'x24' Paddock Billboard – Year-Round
 - b. One (1) 12'x24' Turn 11 Billboard – Year-Round
 - i. Excluding the FIM World Superbike and Rolex Reunion events
 - c. Four (4) 7'x40' Turn 4 Billboards – IMSA & PWC Events
 - d. Six (6) 3'x8' Trackside A-Frames – IMSA & PWC Events
7. Access:
 - a. Bubba Burger shall receive four (4) VIP Annual Sponsor Hard Cards
 - b. Bubba Burger shall receive ten (1) 3-Day GA Passes per Event for use with guests, employees and retail accounts
8. In-Market Promotional Program:
 - a. MRLS and Bubba Burger will develop a mutually beneficial high-valued ticket based in-market retail promotion program each year
 - b. MRLS will assist in the promotion through leverage with its market-wide radio partners

SCHEDULE "B"

Payment Terms

In return for the Sponsorship Rights as outlined previously in Schedule "A", Bubba Burger will commit the following Sponsorship Investment:

2017 - \$30,000

2018 - \$42,000

1. Payment schedule is as follows: 2017 Payment due July 1, 2017. In all subsequent years of the Agreement, payment is due in full by May 1st.
2. **Bubba Burger** shall have an exclusive right of first negotiation beginning January 1, 2019 ending March 31, 2019, to extend this agreement. If the two parties do not come to an agreement in this time period, Mazda Raceway Laguna Seca shall be free to negotiate with any other entity for these rights.
3. **Bubba Burger** is fully responsible for all cost associated with the production and installation of all signage included in this Agreement.
4. **Bubba Burger** will annually donate fifteen (15) cases on 5.3oz burgers to SCRAMP Volunteer Area to feed event volunteers. Donated Product will come to SCRAMP no later than July 1st annually.

 6/20/17

Initial

Date

SCRAMP

Initial

Date

BUBBA BURGER