

Mazda Raceway Laguna Seca Sponsorship Agreement

THIS Agreement is made on February 1, 2015 (the "**Effective Date**") between SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA ("**SCRAMP**"), a California not-for-profit corporation, with offices at 1021 Monterey Highway 68, Salinas, California 93908 and COOPER TIRE & RUBBER COMPANY, ("**Sponsor**") with its principal offices at 701 Lima Avenue, Findlay, OH 45840.

FACTS

SCRAMP, in keeping with its objectives of fostering and promoting motorsports racing in North America during the 2015-2017 race seasons. Sponsor shall receive year-round sponsorship at the Mazda Raceway Laguna Seca ("Raceway") as Official Tire and limited event branding entitlements at specific motorsports events annually throughout the Term of the Agreement.

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 2015, 2016 and 2017 events as set forth in Schedule "A". Schedule "A" is incorporated by reference into this Agreement.

2. TERM OF AGREEMENT

2.1 The Sponsorship rights herein granted to Sponsor shall only apply to the 2015, 2016 and 2017 events as set forth particularly in Schedule "A", unless otherwise stated. This agreement is effective as of the date first set forth above and expires thirty (30) days following conclusion of the last event in 2017, 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 events: (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.

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 Investment**"). 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 2015-2017 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 "**SCRAMP Trademarks**"):

- (a) Sports Car Racing Association of the Monterey Peninsula (SCRAMP)
- (b) Mazda Raceway Laguna Seca
- (c) Monterey County Parks Department
- (d) Laguna Seca
- (e) Mazda Raceway

and acknowledges that such goodwill belongs exclusively to SCRAMP and that the SCRAMP 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 SCRAMP Trademarks shall remain in SCRAMP. In recognition of SCRAMP's sole and exclusive rights in the SCRAMP 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 SCRAMP 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 SCRAMP 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 SCRAMP 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 SCRAMP 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 SCRAMP 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 Events. 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 Events and the sponsorship contemplated by this Agreement; and (e) none of the stockholders, officers or directors of SCRAMP own any interest or is a principal in any alcoholic beverage retail licensee. Further, SCRAMP represents that no monies paid to it or any affiliate of SCRAMP by Sponsor will be paid directly or indirectly to any alcoholic beverage retail licensee.

11. CERTIFICATE OF INSURANCE

11.1 At least 15 days prior to the commencement of the Events, 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 is 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 SCRAMP 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:

COOPER TIRE & RUBBER COMPANY

701 Lima Ave.
Findlay, OH 45840
Attn: Mr. Christopher P. Pantani

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 SCRAMP 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 SCRAMP receiving prompt notice of any claim, opportunity to defend same solely with counsel of its choice and cooperation of Sponsor therein. EXCEPT FOR SCRAMP'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: Gill Campbell
(signature)

Name: Gill Campbell

Its: CEO

Its:

COOPER TIRE & RUBBER COMPANY

By: Chris Pantani 2/17/15
(signature)

Name: Chris Pantani

Its: Director of Motorsports

SCHEDULE "A"

Sponsorship Rights

SCRAMP shall provide Sponsor the following sponsorship rights at the Raceway on a year-round basis, with the exception of specific motorsports events due to existing partnerships already under contract.

Official Tire proposal excludes: TUDOR United SportsCar Weekend*, Rolex Monterey Motorsport Reunion*, Porsche Rennsport Reunion V* and eni FIM Superbike World Championship**

- * Events currently under long-term partnerships with competitive tire manufacture
- ** All on-track branding governed by SBK/Dorna. Only off-track inventory is available

Sponsorship Rights package includes:

1. Tire Bridge Branding Package
 - a. Two (2) sets of Tire Letters
 - b. Two (2) 11'x90' Lower Bridge Billboards
 - i. Included in year-round branding and limited major motorsports events and/or Mazda Road To Indy Races
2. One (1) Floor of the Start/Finish Hospitality Tower
 - a. Includes three (3) 4'x16', one (1) 44"x100" Signs
 - b. Included in year-round branding and limited major motorsports events
 - c. Includes: Pirelli World Challenge and/or Mazda Road To Indy Races, eni FIM Superbike World Championship event
3. One (1) 8'x120' Turn 2 Super Billboard
 - a. Pirelli World Challenge event and/or Mazda Road to Indy Races
4. One (1) 12'x24' Turn 11 Billboard
 - a. Included in year-round branding and limited major motorsports events
 - b. Includes: Pirelli World Challenge and/or Mazda Road to Indy Races, Ferrari Challenge events
5. One (1) 20'x40' Turn 10 Hillside Banner
 - a. Included in year-round branding and limited major motorsports events
 - b. Includes: Pirelli World Challenge and/or Mazda Road to Indy Races, Ferrari Challenge events
6. Four (4) 4'x8' Trackside A-Frames
 - a. Pirelli World Challenge
 - b. Mazda Road to Indy Series races
7. Two (2) Pit Row Suite Fascia Signs
 - a. Size: 4'x15'
 - b. Included in year-round branding and limited major motorsports events
8. One (1) Full Page Program Ad in two event publications
 - a. Includes: Pirelli World Challenge, eni FIM Superbike World Championship event
9. Twenty (20) Scoring Trylon Logo placements per selected events
10. Forty (40) 3-Day General Admission, including Paddock for all events
11. Four (4) VIP Sponsor Hard Cards
12. Two (2) Web banners years round

13. Two (2) eNewsletter banners in select issues annually
14. Mazda Raceway and event name and logo rights annually
15. Opportunity to develop a retail-based in-market promotion
16. One (1) 20'x20' Marketplace location at all events
17. One (1) 40'x100' Display location at one (1) event per year
18. Showcase Cooper Tires high performance tires to all Raceway Pace Cars, VIP high performance car and staff vehicles.
 - a. Rear panel logo placement on all cars
19. Pit Row Suite for Mazda Road to Indy Races, includes:
 - a. Twenty-Five (25) 3-Day Hospitality Passes
 - i. Option for individual day tickets to increase guests (x3)
 - b. Five (5) VIP Parking Passes
 - c. Five (5) Hospitality "worker passes" for Cooper Tires' operations team
 - d. Twenty (20) Event Programs
 - e. Opportunity to build custom menus for guests

hc 2/19/15
Initial Date
SCRAMP

C. Runt 2/17/15
Initial Date
COOPER TIRE & RUBBER COMPANY

SCHEDULE "B"

Payment Terms

In return for the Sponsorship Investment as outlined previously in Schedule "A", Sponsor will pay the following sponsorship fee:

2015 - \$100,000

2016 - \$100,000

2017 - \$100,000

1. These fees shall be paid according to the following schedule for this agreement: 50% due by April 1st and 50% due by August 1st of each contracted year.
2. **Sponsor** shall have an exclusive right of first negotiation beginning July 1, 2017 and continuing through September 1, 2017 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. **Sponsor** shall pay for all production and installation of their signage as described in Schedule "A".
4. **Sponsor** is responsible for all food and beverage costs associated with their corporate hospitality area.

Initial

SCRAMP

Date

Initial

COOPER TIRE & RUBBER COMPANY

Date