

MAZDA RACEWAY

LAGUNA SECA ●●

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made as of the 28th day of Sept, 2016 ("Effective Date"), by and 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 **CONTINENTAL TIRE THE AMERICAS, LLC** ("Sponsor" and/or "Continental"), an Ohio limited liability company with offices at 1830 MacMillian Park Dr., Fort Mill, SC 29707

FACTS

SCRAMP, in keeping with its objectives of fostering and promoting automobile racing in North America, is hosting the Continental Grand Prix of Monterey, as a round of the IMSA Sports Car Series in 2017 and 2018, and with options for 2019, 2020 and 2021 to be known collectively as the "Event(s)"). Event dates to be announced. SCRAMP has the right to license, for commercial purposes, the rights to certain information and materials related to the motor sports racing facility known as Mazda Raceway Laguna Seca ("Facility").

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"**, incorporated by reference into this Agreement.
- 1.2 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 Sponsor.
- 1.3 If at any time during the Term, Sponsor does not retain its position or rights with the Sanctioning Body IMSA, the Agreement shall be subject to renegotiation or may be terminated immediately by Sponsor.
- 1.4 **Category Exclusivity**

1.4.1 **Exclusivity.** Except as expressly set forth herein, during the Term of this Agreement and any extensions hereof, SCRAMP will not permit any Competitor to use SCRAMP marks or to have access to any of the same or similar benefits provided to Sponsor in **Schedule "A"** without the express written consent of Sponsor.

1.4.2 **"Competitor(s)"** shall mean company(ies) that supply or sell services and/or products in the Category as its primary business component.

1.4.3 **"Category"** shall mean tires for the following types of motorized vehicles: passenger cars, vans, sport utility vehicles (SUVs), light trucks, commercial trucks, trailers, motorcycles, aircraft, mopeds, scooters and recreational vehicles (RVs), including Racing Tires for any such vehicles listed herein.

2. TERM OF AGREEMENT

2.1 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, and include the Sponsor renewal options set forth in **Schedule "B."** This Agreement is effective as of the Effective Date and expires thirty (30) days following conclusion of the Event, unless earlier terminated pursuant to Section 2.2 below (the **"Term"**) or extended pursuant to **Schedule "B."**

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, and which seeks 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 thirtieth 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 For the rights granted under this Agreement, Sponsor shall pay to SCRAMP the amount described in annexed **Schedule "B"** ("**Sponsorship Fee**") which 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 "**SCRAMP Trademarks**"): —

- (a) Sports Car Racing Association of the Monterey Peninsula (SCRAMP)
- (b) Mazda Raceway Laguna Seca
- (c) EVENT TITLE
- (d) Monterey County Parks Department
- (e) Laguna Seca
- (f) 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 and only after specific advance written approval from Sponsor.

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 proposed uses 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 SCRAMP Trademarks 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 SCRAM 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 SCRAM; (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.

11. CERTIFICATE OF INSURANCE

11.1 At least 15 days prior to the commencement of the Events, SCRAM 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 thirty (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 SCRAM 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 SCRAM, 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 event. 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:

CONTINENTAL TIRE THE AMERICAS, LLC
1830 MacMillian Park Dr.
Fort Mill, SC 29707
Attn: Travis Roffler

Copy to: General Counsel (same address)

18. COUNTERPARTS

18.1 This Agreement 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 for any claims, loss or damage (including reasonable attorney's fees and costs) incurred by Sponsor as a result of (a) the negligent or willful act or omission of SCRAMP, its agents or employees; or (b) SCRAMP's failure to perform a material term hereunder. Sponsor agrees to indemnify and hold SCRAMP harmless for any claims, loss or damage (including reasonable attorney's fees and costs) incurred by SCRAMP as a result of (a) the negligent or willful act or omission of Sponsor, its agents or employees, and (b) Sponsor's failure to perform a material term hereunder. Said indemnification survives expiration of this Agreement and is conditioned on the indemnifying party receiving prompt notice of any claim, opportunity to defend same solely with counsel of its choice and cooperation of the indemnified party therein. **EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, 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.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto as of the Effective Date have duly executed this contract.

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

By: [Signature] 10/6/10
(Signature)
Name: Gill Campbell
Its: _____

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

By: [Signature] 10/1/10
(Signature)
Name: Steve Fields

CONTINENTAL TIRE THE AMERICAS, LLC

By: [Signature]
(Signature) William H Caldwell
Name: V.P. Sales and Marketing

Its: _____

&

By: [Signature]
(Signature) Timothy P. Rogers
Name: Vice President of Finance

Its: _____

SCHEDULE "A"

SPONSORSHIP RIGHTS

Continental shall have the Exclusive rights in the Category to the following during the Term of Events;

1. **Race Weekend Entitlement:** Continental shall be designated as the Title Sponsor of the IMSA weekend, known as "*Continental Monterey Grand Prix*" or other mutually agreeable name
2. **Media Inclusion – Continental** shall be included in all media and marketing materials developed to promote the Event;
3. **Featured Race Title Sponsorship** (i.e. for "TBA named race") (which is distinct from the Race Weekend Entitlement as described above): Continental shall be designated as the Title Sponsor of the "Featured Race." Continental may, subject to approval by SCRAM, assign the right to be the Featured Race Title Sponsor to a retail partner of its choice.
4. Name inclusion in Race Weekend and Race Event title and logo;
5. **Continental** shall receive broadcast name and logo right in the television broadcast;
6. **Continental** shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials;
7. Recognition as the Race Weekend Title Sponsor in all written materials, including press releases and all related communications;
8. **Continental** supported cars shall be the focus for use on the official Event poster and souvenir programs;
9. **Continental** shall receive visibility and exposure through all pre-event media and advertising;
10. **Continental** representative(s) shall have the opportunity to present the trophies during the main race presentation ceremonies in Victory Circle;
11. Each trophy shall include the Event logo;
12. **Continental** shall have the opportunity to have one representative give the ceremonial "Drivers Start Your Engines" call and one representative serve as the "Honorary Starter" for the Featured Race Event;
13. Ten (10) VIP **Continental** representatives each day shall have the opportunity to participate in Pace Car "Hot Laps" during the afternoon lunch break on Saturday or Sunday of the Event;
14. One Hundred (100) 3-Day general admission tickets;
15. **Track Signage Entitlements**
 - a. **Continental** logo incorporated into Victory Circle backdrop and Media Center backdrop
 - b. Two (2) 8'x 38' signs located at the Start/Finish Bridge

- c. One (1) 12'x24' Turn 11 Billboard
- d. One (1) 12'x 72' Turn 3 Billbaord
- e. One (1) 12'x48' Corkscrew Billboard
- f. Twenty (20) 3'x12' A-Frames
- g. One Hundred (100) 30"x12' Track Barrier Signs
- h. Two (2) 4'x22' Start/Finish Flagbox Signs
- i. Exclusive right to all available signage on the Tire Bridge, including but not limited to
 - Two (2) Sets of Tire Bridge Letters
 - Two (2) 9'x75' Lower Tire Bridge Billboards
- j. One (1) Hospitality Tower Floor
- k. Two (2) 4'x15' Pit Row Suite Fascia Signs

Continental is responsible for all costs associated with the production and installation/removal of all signage options;

Continental is responsible for any cost associated with additional future signage elements if inventory is altered or copy changed;

- 16. One (1) Premier Pit Row Suite
 - a. Includes forty-five (45) Individual Day Suite Passes
 - b. Includes ten (10) VIP Parking Passes
 - c. Food & Beverage are not included. **Continental** shall be provided with a Facility approved caterer to assist in all hospitality needs

17. One (1) web banners located on the Event home page and on track calendar of the Raceway's official website; www.MazdaRaceway.com (Size: 728x90);

18. **Continental** marks will also be included with logo and link on SCRAM "sponsor" web page;

19. One (1) two-page spread, 4-color program spread ad in the Official Event Souvenir Program;

- 20. **Continental** shall receive the following Scoring Trylon package per day of the Event
 - a. Five (5) :30-second video spots
 - b. Forty (40) :30-second logo drops

- 21. One (1) 30' x 75' Expo Display Location, includes
 - a. Ten (10) Worker Passes and six (6) Vendor Parking Passes
 - b. Includes display space only

22. **Continental** may perform data solicitation or lead generation at the Mazda Raceway Laguna Seca from Event attendees. **Continental** further agrees to obey all laws, rules and ordinances in collecting and using such data.

SCHEDULE "B"
SPONSORSHIP FEE

In return for the Sponsorship Rights outlined in **Schedule "A"**, Sponsor shall pay to SCRAMP the following sponsorship fees:

2017 - \$180,000
2018 - \$190,000
2019 - \$200,000 (Sponsor Option)
2020 - \$210,000 (Sponsor Option)
2021 - \$220,000 (Sponsor Option)

Payment shall be due in full prior to April 1st of each corresponding year of the Term.

Sponsor shall receive three (3) 1-Year "Option Years" for 2019, 2020 and 2021 for all Sponsorship Rights held within. Sponsor shall notify SCRAMP of acceptance for the 2019 Event between August 1, 2018 and October 1, 2018; for the 2020 Event between August 1, 2019 and October 1, 2019 and for the 2021 Event between August 1, 2020 and October 1, 2020.

Initials

CONTINENTAL

SCRAMP