

MAZDA RACEWAY

LAGUNA SECA

CO-MARKETING AND CO-PROMOTION AGREEMENT

This Co-Marketing and Co-Promotion Agreement ("Agreement") is entered into as of the 10th day of April, 2017 between Garage Unlimited of Monterey LLC, with its principal place of business at 2051 Junction Avenue, Suite 100, San Jose, CA 95131 ("GUM") and the County of Monterey and the Sports Car Racing Association of the Monterey Peninsula ("SCRAMP"), with its principal place of business at 1021 Monterey-Salinas Highway, Salinas, CA 93908.

General Information

GUM and SCRAMP desire to work cooperatively to realize the opportunities that exist for the Products and Services (defined below) and to co-market and co-promote the Products and Services to potential customers.

In consideration for the mutual Agreements made below, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions For purposes of this Agreement, the following terms will have the indicated definitions:

"Agreement." This Agreement is by and between GUM and SCRAMP.

"Registered." This agreement contemplates marketing, promotion and referral of leads between the entities. SCRAMP shall register prospects with GUM in order to secure SCRAMP's right to a commission on condo unit sales. GUM shall provide SCRAMP with a promo code (see Exhibit A for more details) which should increase the likelihood of registration and help in tracking referrals. In order to properly document the lead source, the Referrer shall Register the Referral in the form of an email to the Receiving entity, identifying the name and contact information of the potential client along with a brief explanation of the client's interest. The Receiving entity shall then document the referral.

"Products." SCRAMP events and brand, and GUM condominiums for sale/lease.

"Services." The promotion of the business interests of GUM including the sale of automotive condo's and leasing as to GUM. The promotion of the business interests of SCRAMP including promotion of SCRAMP events and brand. See Exhibit A for a more detailed list of services.

Section 2. Term and Termination

2.1 **Term.** The initial term of this Agreement shall be for two years commencing on the date first set forth above. Thereafter, renewal of the term of this Agreement will be automatic unless written notice of the termination is received by either party at least thirty 30 days prior to expiration. This Agreement shall continue in effect as set forth herein unless otherwise modified or terminated.

2.2 **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice without liability of any kind to the other party.

Section 3. Co-Marketing Agreement

3.1 **Joint Cooperation.** GUM and SCRAMP shall cooperate to accomplish the objectives of this Agreement.

3.2 **Marketing.** GUM and SCRAMP shall work cooperatively to market and promote the Products and Services to potential customers of GUM and SCRAMP.

3.3 **Referrals and Presentations.** GUM and SCRAMP shall engage in the exchange of customer leads, customer visits, presentations, and proposals, when appropriate.

Section 4. Compensation:

- (a) SCRAMP shall receive 2% of the gross sale price of any GUM unit sold to a Registered referral brought in by SCRAMP without a procuring broker. SCRAMP shall receive confirmation of gross sale price and payment shall occur at Close of Escrow.
- (b) GUM shall receive access to SCRAMP events, track, website, and that can take the form of GUM collateral materials placed in participant packets, banner ads on the MazdaRaceway.com website and in the bi-weekly "Corkscrew" e-newsletter and other opportunities to be determined.

Section 5. General Provisions

5.1 **Other Agreements.** The parties each may enter into Agreements similar to this Agreement with other parties. Nothing in this Agreement shall be construed to preclude GUM or SCRAMP from selling or otherwise marketing any of their or another party's

products or services directly or indirectly to any other customer, or through other distribution channels.

5.2 Entire Agreement. The parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except expressly set forth in this section.

5.3 No Joint Venture. This Agreement is not intended to create, nor shall it be construed as, a joint venture, association, partnership, franchise or other form of business or relationship. Neither party shall have nor hold itself out as having any right or power or authority to assume, create, or incur any expense, liability or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein.

The parties have carefully reviewed this Agreement and agree to accept its terms and conditions. This Agreement is executed as of the day and year first written above.

Garage Unlimited of Monterey LLC,
a Limited Liability Company

Sports Car Racing Association
of the Monterey Peninsula

By: *Matthew N. Borelli*

By: *Gill Campbell*

Name: *Matthew N. Borelli*

Name: *Gill Campbell*

Title: *Managing Member*

Title: *CEO*

Date: *4/10/17*

Date: *4/10/17*

Exhibit A – Services

Services as to SCRAMP

- GUM shall add SCRAMP as an official Sponsor on the GUM website and send a joint press release to GUM subscribers regarding the new partnership with SCRAMP.
- GUM shall create a promo code for SCRAMP that would:
 - Provide a discount and/or amenity package to entice SCRAMP prospects to purchase space at GUM
 - Aid in tracking prospects generated by SCRAMP
- GUM shall host the SCRAMP Spring Classic Welcoming Party at its Grand Opening Event on May 18, 2017, starting at 4pm.

Services as to GUM

- SCRAMP shall promote GUM and the remaining GUM units for sale/lease.
- SCRAMP shall add GUM as a Raceway Sponsor - Official Automotive Storage Solution - on the MazdaRaceway.com website and send a joint press release to SCRAMP subscribers announcing the new partnership with GUM.
- SCRAMP shall provide a 10x10 space for GUM for a booth in the paddock at the Spring Classic event only; GUM will receive a 10x10 space for brand activation at all other SCRAMP major events in the vendor marketplace (aka The Lakebed).
- SCRAMP shall encourage Spring Classic participants to display their race cars at the Welcoming Party/Grand Opening Event at GUM, and promote the event.