

MAZDA RACEWAY LAGUNA SECA

LAND ROVER EXPERIENCE
2017-2019
SPONSORSHIP AGREEMENT

This contract sets forth the agreement ("Agreement") between the Sports Car Racing Association of the Monterey Peninsula ("SCRAMP") a California Not-for-Profit Corporation, doing business as Mazda Raceway Laguna Seca, (the "Event Operator") and Jaguar Land Rover North America, LLC ("Sponsor" or "Land Rover;" Sponsor and Event Operator are each referred to herein as a "Party" and collectively "Parties"), a Delaware Corporation, regarding sponsorship of the following Event Operator-produced events, including, but not limited to, the IMSA WeatherTech SportsCar Championship, the Motul FIM Superbike World Championship, the Monterey Pre-Reunion, the Rolex Monterey Motorsports Reunion, Continental Tire Gran Prix and the Pirelli World Challenge (collectively referred to herein as the "Events").

1. Term: The Term of this Agreement shall be deemed to have commenced on the date of execution of this agreement and will conclude 31 March 2018 ("Initial Term"), unless earlier terminated as provided below or extended by mutual agreement of the Parties. Thereafter, the Term of this Agreement shall automatically renew for two (2) successive one (1) year periods (i.e., for 2018 and 2019) beyond the Initial Term (each a "Subsequent Term") upon the same terms and conditions as those contained within this Agreement, unless terminated by either party upon written notice provided to the other party at least (60) sixty days prior to March 31 of that year.
 - a. 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.
2. Sponsorship Benefits: Event Operator agrees to provide the sponsorship benefits outlined in **Exhibit A** during the Term in connection with the Events in a manner reasonably satisfactory to Sponsor.

Consideration: In consideration of Event Operator providing the benefits listed herein (including Exhibit A), Sponsor agrees to pay the Event Operator Eighty Thousand Dollars (\$80,000) (the "Fee Payment") by April 30, 2017 or within sixty (60) days of Sponsor's receipt of a valid invoice issued by Event Operator, whichever occurs later. Sponsor agrees to pay Event Operator the Fee Payment by April 30 during each Subsequent Term or within sixty (60) days of Sponsor's receipt of a valid invoice issued by Event Operator, whichever occurs later.

In addition, Land Rover agrees to provide:

 - a. Sixteen (16) 2-hour lesson admissions to the Land Rover Experience at Quail Lodge for Event Operator sponsors per year.
 - b. Certain co-marketing efforts: Land Rover will assist in marketing efforts of the 2017-2019 Mazda Raceway Laguna Seca events as described below:
 - i. Special inserts of materials to all guests and clients who attended the Land Rover Experience at Quail Lodge; materials to be provided by SCRAMP.
4. Compliance with the Law: Event Operator is solely responsible for the administration, management, and fulfillment of the Event and represents and warrants that all elements of the Events will be conducted in full compliance with all applicable laws, rules, and regulations.
5. Termination. Either party may terminate this Agreement a) if the other party has committed a breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event of termination by Land Rover pursuant to this Paragraph, the Event Operator will refund a pro-rata portion of the Fee Payment based on the number of Event days remaining in the Events following the termination.
6. Independent Contractors: Each party shall be an independent contractor relative to the other party hereto. Nothing in this Agreement shall be construed as creating a partnership, employer/employee, principal/agent, nor joint venture relationship between Event Operator and Sponsor. None of the Parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.
7. Assignment: Neither Sponsor nor Event Operator shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other party; provided, however, that Sponsor may assign this Agreement without such approval to an entity that purchases substantially all of its assets, to

an entity with which it is merged, or to an affiliate, subsidiary, or division. Any attempt to assign this Agreement shall be void and unenforceable.

8. Waiver/Breach: Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
9. Severability: In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.
10. Representations and Warranties: Each Party represents and warrants to the other that: (a) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions; (b) this Agreement is a valid and binding obligation of each Party enforceable against it in accordance with its terms; and (c) each Party has sole and exclusive authority to grant the rights to the other Party that are the subject of this Agreement. Further, Company represents and warrants that it will comply with any and all federal, state, and local laws, rules and regulations governing the Events, including, without limitation, obtaining all governmental permits and authorizations required to produce the Events.
11. Insurance/Indemnity: (a) At their own expense, each party agrees to secure and maintain at least the following insurance policies in full force and effect throughout the Term of this Agreement: Workers' Compensation with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of not less than \$1,000,000 per occurrence, Commercial General Liability with not less than \$3,000,000 combined single limit per occurrence, and Automobile Liability covering all owned, hired, and non-owned vehicles with limits of not less than \$3,000,000 combine single limits per occurrence and shall name the other party as additional insured on the Commercial General Liability and Automobile Liability Policy.

(b) Sponsor shall indemnify, defend, and hold harmless Event Operator, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use of any Trademark of Sponsor as expressly authorized by Sponsor; (iii) any promotional or publicity materials produced by or supplied by Sponsor (except with respect to approved Event Operator Trademarks contained therein); and (iv) the negligence or willful misconduct of Sponsor.

(c) Event Operator shall indemnify, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by Event Operator of any representation, warranty, covenant or agreement made by Event Operator hereunder; (ii) the use of any Trademark of Event Operator as expressly authorized by Company; (iii) the Events; (iv) any promotional or publicity materials produced by or supplied by Event Operator (except with respect to approved Sponsor Trademarks contained therein); (v) any equipment or other materials supplied by Event Operator; or (vi) the negligence or willful misconduct of Event Operator.
12. Advertising. During the Term of this Agreement, each party hereto shall have the right to use photographs (and Sponsor shall have the right to take photographs at the Events). Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising or publicity of the Event, and only with the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this

Agreement for any reason, each party's right to use the other party's trademarks and/or tradenames shall immediately cease. Notwithstanding the foregoing, Sponsor may use Event Operator's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Events for PR or informational purposes.

13. Trademarks. Trademarks, trade names, service marks, logos and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of the respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing.
14. General: This Agreement (including Exhibit A) is the entire agreement between the Parties relating to the Sponsor's Sponsorship of the Events and may only be modified in a writing that is signed by both Parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement. This Agreement may be signed in counterparts, each of which shall be an original. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other commonly used electronic means (such as PDF) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by and construed according to the internal laws of the State of California, without regard to conflicts of law principles.
15. Survival: All obligations under this Agreement that are continuous in nature, including, without limitation, those relating to Trademarks, Indemnification, and Insurance, shall survive the expiration or termination of this Agreement.
16. Notice: All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Jaguar Land Rover North America, LLC
555 MacArthur Blvd.
Mahwah, NJ 07430
Attn: Karen Angus, Drive Experience Manager
cc: Legal Department

Mazda Raceway Laguna Seca
1021 Monterey-Salinas Highway
Salinas, CA 93908
Attn: General Manager

Accepted and Agreed:

Jaguar Land Rover North America, LLC

Benjamin
By: Weiner
Name: Benjamin Weiner
Title: Assistant Treasurer
Dated: _____

Digitally signed by
Benjamin Weiner
Date: 2017.07.07
15:52:03 -0400

Mazda Raceway Laguna Seca


By: 
Name: Ms. Gill Campbell
Title: CEO
Dated: 7/7/17

Exhibit A

"Land Rover Experience" Sponsorship Benefits

1. **Land Rover Experience** shall occupy a designated course area with a minimum footprint of 125'x150' during the Events. The area will be utilized design of a "Mini Course" to showcase full Land Rover Experience Schools, for product sales, showcase of Land Rover history and technology. Event Operator agrees that during the Term no other party, including Event Operator, is permitted to use the designated Mini Course created by Sponsor without Sponsor's express written consent.¹
 - a. Reference to **Land Rover Experience** on participating Event maps and information guides
 - b. The **Land Rover Experience** shall occupy a premier space location at the end of the vendor row as an entry into the Manufacturers' Marketplace
 - c. **Land Rover Experience** logo and link shall be included on the Raceway's official website: www.MazdaRaceway.com, and selected media controlled by Mazda Raceway Laguna Seca promoting the Events
2. **Branding**
 - a. Two (2) Annual Web Banners (Size 728 x 90)
 - i Hotel Partners Page <http://www.mazdaraceway.com/local-sponsors>
 - ii Track Rental Page <http://www.mazdaraceway.com/track-rentals>
 - b. Land Rover Experience location and logo representation on facility maps and event information guides
 - c. One (1) full-page, 4-color Souvenir Program Ad for SBK, IMSA, Spring Classic & Rolex Reunion Events.
3. **Tickets & Hospitality**
 - a. Four (4) VIP Hospitality Passes for each Event
 - b. Four (4) VIP Parking Passes for each Event
 - c. Twenty (20) 3-Day Tickets, including Paddock access and parking, for each Event
4. **Scoring Trylon**

Integrated electronic media through PA announcements and the full digital video Scoring Trylon

 - a. Forty (40) :30 logo spots
 - i. All inventory will be received per day (Friday, Saturday, Sunday)
5. **Additional Display Space**

During the Rolex Monterey Motorsports Reunion, additional display space immediately adjacent to the Land Rover Experience for the purpose of displaying vehicles. The space will be made available at the preferred partner rate of \$4.50 per sq. ft.

¹ Land Rover is fully responsible for the creation, design and amenities of the Land Rover Experience. All tents, tables, chairs, catering, food and beverage, electricity and other needs for the Land Rover Experience are additional costs through selected track vendors unless otherwise agreed between the Parties.