



SPONSORSHIP AGREEMENT

THIS AGREEMENT is made on this 1st day of August, 2016 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 MOTHERS POLISHES WAXES CLEANERS INC., ("Sponsor"), with offices at 5456 Industrial Dr., Huntington Beach, CA 92649.

FACTS

SCRAMP, in keeping with its objectives of fostering and promoting automobile racing in North America, is staging the Rolex Monterey Motorsports Reunion known as ("**Event**"). 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**"). In the event SCRAMP conducts other races during the Term which may have broader marketing appeal to Sponsor than the races set forth above, Sponsor shall have an annual right of first negotiation to sponsor different races than those set forth above. Specific names and dates of Events may change throughout the Term.

TERM

The "**Term**" shall be January 1, 2017 through December 31, 2018. Sponsor shall receive an exclusive Right of First Negotiation ("**First Rights**") for thirty (30) days following the final Event of the 2018 race season. If preceding the period of First Rights, SCRAMP and Sponsor to come to a mutual continuation agreement, SCRAMP shall be free to negotiate with competitive brands for the rights held within this 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 2017-2018 Events as set forth in Schedule "A". Schedule "A" is 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.

2. SPONSORSHIP PAYMENTS

- 2.1 Sponsor shall pay to SCRAMP for the rights granted under this Agreement, the amount described in annexed Schedule "B" ("**Payment for Sponsorship Rights**"). Schedule "B" is incorporated by reference into this Agreement.
- 2.2 Sponsor acknowledges Time is of the Essence in meeting the payment schedules set forth herein

3. WAIVER

- 3.1 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.

4. OBLIGATION OF SCRAMP

- 4.1 SCRAMP will stage and promote the 2017-2018 Events and will provide sponsor with the rights described in Schedule "A" annexed hereto.
- 4.2 SCRAMP will guarantee Sponsor, Sponsorship Rights to non-SCRAMP promoted Event with the rights described in Schedule "A" annexed hereto.

5. GOODWILL

- 5.1 Sponsor recognizes the great value and inherent attributes of the goodwill associated with the following names:
 - (a) Sports Car Racing Association of the Monterey Peninsula (SCRAMP)
 - (b) Mazda Raceway Laguna Seca
 - (c) Rolex Monterey Motorsports Reunion
 - (d) Laguna Seca Racewayand acknowledges that such goodwill belongs exclusively to SCRAMP and that such names have acquired a secondary meaning in the mind of the public. Sponsor agrees not to use any of said names without specific advance written approval from SCRAMP as outlined in Paragraph 7.3.

6. OWNERSHIP OF NAME

- 6.1 Sponsor agrees that all ownership rights in the names listed in Paragraph 5 above shall remain in SCRAMP. In recognition of SCRAMP's sole and exclusive rights in the names, Sponsors shall not apply for nor obtain neither any state or federal service mark or

trademark registration nor any Foreign Service mark or trademark registrations covering or including the name.

- 6.2 SCRAMP acknowledges that the trademark "Mothers" brands are registered trademarks of the Mothers Inc. and that this Agreement does not grant to SCRAMP any right or interest in the ownership of such marks or any goodwill associated with such marks.

7. APPROVAL OF USE OF NAME OR LOGO

- 7.1 SCRAMP grants to Sponsor the right to use its name and logo for promotional purposes, as well as the name and logo of the names listed in Paragraph 5 above, in connection with the sponsorship of the 2017-2018 Events.
- 7.2 Sponsor agrees that all of its use of these names and logos 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 names and logos and the goodwill pertaining thereto.
- 7.3 Sponsor shall submit in writing all such use of the names and logos 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.
- 7.4 After SCRAMP has granted its approval to Sponsor's use of the names and logos, Sponsor shall not depart from the submitted use in any material respect without SCRAMP's prior written consent which shall not be unreasonably withheld.
- 7.5 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 event.

8. COPYRIGHT AND TRADEMARK NOTICES

- 8.1 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.

9. CERTIFICATE OF INSURANCE

- 9.1 At least 15 days prior to the commencement of each 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 ten (10) days prior written notice of it.

10. NO PARTNERSHIP, ETC.

10.1 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.

11. ASSIGNABILITY

11.1 This contract shall bind and inure to the benefit of SCRAMP, its successors and assigns, and shall bind Sponsor, its successors and assigns. Sponsor may only assign contract benefits with prior written consent from SCRAMP.

12. CONSTRUCTION

12.1 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. In the event of any dispute between the parties, all such disputes shall be resolved in Monterey County.

13. FORCE MAJEURE

13.1 Force Majeure, acts of God, or other causes beyond control of either party delaying or causing the cancellation of either event shall not subject operator or sponsor to any liability hereunder, except, if and to the extent specifically provided otherwise herein. In the case of cancellation by reason of Force Majeure, no additional sponsor payments are due for the cancelled event.

14. ARBITRATION AND ATTORNEYS FEES

14.1 The parties agree that any disputes arising from this Agreement shall be submitted to binding neutral arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. In connection therewith, the parties shall be entitled to discovery in accordance with the rules of discovery in civil cases. The arbitrator may award the arbitration fees, attorney fees and costs incurred, as part of any award. The arbitration award may be entered in a court of competent jurisdiction. Any arbitration shall occur in Monterey County, California.

15. NOTICE

15.1 Any notice under this contract shall be given in writing, either by personal delivery, by mail or by telegram, addressed in the case of SCRAMP to:

SPORTS CAR RACING ASSOCIATION OF MONTEREY PENINSULA
1021 Monterey-Salinas Highway

Salinas, California 93908
Attn: Ms. Gill Campbell

and in the case of Sponsor to:

MOTHERS POLISHES WAXES CLEANERS INC.
5456 Industrial Dr.
Huntington Beach, CA 92649
Attn: Mr. Jim Holloway

16. COUNTERPARTS

- 16.1 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.

17. INDEMNITY

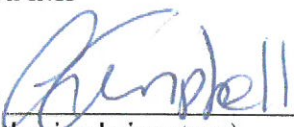
17.1 SCRAMP agrees to defend indemnity and hold harmless Sponsor for any claims, loss or damage (including reasonable attorney's fees and costs) incurred by Sponsor as a result of (a) SCRAMP's failure to perform a material term hereunder. Sponsor agrees to indemnify and hold SCRAMP harmless for any claims, 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.

18. CONFIDENTIALITY


18.1 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.

SCRAMP

By: 
(Authorized signature)
Name: Ms. Gill Campbell, CEO
Date: 8/22/16

SCRAMP

By: 
(Authorized signature)
Name: Mr. Steve Fields, Corporate Development
Date: 8/17/16

MOTHERS INC.

By: 
(Authorized signature)

Name: Jim Holloway

Date: Aug 19, 2016

SCHEDULE "A"

Sponsorship Rights

MOTHERS POLISHES brand shall receive the follow rights as the Official Polishes & Wax of Mazda Raceway Laguna Seca:

1. Facility Signage & Branding:
 - a. Sponsorship of the Pedestrian Bridge located between Turn 4 & 5 know as the "Mothers Bridge" on a year-round basis with the exclusion of World Superbike;
 - b. Minimum signage area size: Two (2) 11'x99' Billboards on each side
 - c. Mothers is responsible for all costs associated with the production and installation/removal of their signage inventory
 - d. Signage shall remain in place on all non-Event days as the "default" billboard for the Mothers Bridge
2. Promotions and Awards:
 - a. Annual Rolex Reunion award named after Mothers
 - i. "Brilliance Award" to be named after Mothers and awarded on Sunday after the Event (name of the award to be mutually agreed upon)
 - ii. Mothers shall provide five hundred fifty (550) gifts for participants and one (1) custom gift package for the winner of their named award
3. Tickets and Hospitality:
 - a. Twenty (20) 3-Day Tickets for the Rolex Reunion
 - b. Two (2) VIP Parking Passes per Event
4. Scoring Trylon package for the Rolex Reunion & Pre-Reunion
 - a. Five (5) 30-second video spots
 - b. Twenty-five (25) :30-second Logo Spots
5. Marketplace Expo Display Space:
 - a. One (1) 30'x100' footprint display space during the Rolex Reunion
 - b. Includes ten (10) worker passes and four (4) parking passes
 - c. Includes 50 amps of power

SCHEDULE "B"

Payment Terms

1. In return for the sponsorship rights as outlined previously in Schedule "A", MOTHERS shall pay the following sponsorship fees as follows:

2017 & 2018 - \$45,000

Payment schedule is as follows: Sponsorship Investment fee due in full prior to July 1st in each year.

2. In addition, MOTHERS shall pay the following:

MOTHERS is fully responsible for all costs associated with the production and installation/removal of Mothers Bridge signage. Mazda Raceway will work with its track signage installation partner to provide Sponsor with one quote and billing for all signage production and installation fees for the entire year.

MOTHERS shall provide SCRAMP with polishes and wax products for use on the Raceway Pace Cars and Facility Vehicles throughout the year.

MOTHERS will pay the cost of any additional tickets and/or additional hospitality options selected beyond what is described in Schedule "A".

MOTHERS shall be responsible for providing the custom award to be presented in their name at the Rolex Reunion. Mothers must also have a management representative to present the award.

Initials

MOTHERS

SCRAMP