



SPONSORSHIP AGREEMENT

THIS AGREEMENT is made on this 1st day of January 2018 between Monterey County and the Sports Car Racing Association of the Monterey Peninsula ("SCRAMP"), as its acting agent of record with offices at 1021 Monterey Highway 68, Salinas, California 93908 and Rolex Watch USA, Inc. ("Rolex") with offices at 665 Fifth Avenue, New York, NY 10022.

FACTS

SCRAMP, in keeping with its objectives of fostering and promoting automobile racing in North America, is hosting the "Rolex Monterey Motorsports Reunion" August 23-26, 2018 and August 15-18, 2019, August 13-16, 2020 and August 12-15, 2021 to be known collectively as the "Event(s)". 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 Laguna Seca Raceway ("Facility").

AGREEMENT

In consideration of the mutual covenants contained in this document, SCRAMP and Rolex. agree as follows:

1. GRANT OF RIGHTS

- 1.1 SCRAMP hereby grants to Rolex 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 2018-2021 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, this Agreement may be terminated by Rolex, in its sole discretion and without cost, within three (3) months of having been notified of such occurrence. For the avoidance of doubt, should: (i) SCRAMP not retain the right and ability to manage the Facility and (ii) Rolex not terminate this Agreement as set forth above, Monterey County acknowledges and agrees that Rolex shall retain all rights granted under this Agreement either by way of a third-party successor to SCRAMP or Monterey County performing SCRAMP's obligations under this Agreement.
- 1.3 In addition to the termination right set forth in Section 1.2, Rolex shall have the right, in its sole discretion and without cost, to terminate this Agreement after the completion of the Event during any year of the Term. Rolex must notify SCRAMP within three (3) months after the Event if Rolex elects to exercise such termination right in that year.

2. TERM OF AGREEMENT

- 2.1 The Sponsorship rights herein granted to Rolex shall only apply to the 2018-2021 Events as set forth particularly in **Schedule "A"**, unless otherwise stated, and include the Rolex renewal options set forth in Section 2.2. This Agreement is effective as of the Effective Date and expires thirty (30) days following conclusion of the final Event, unless earlier terminated pursuant to Section(s) 1.2, 1.3 or 2.3 (the "**Term**") or extended pursuant to Section 2.2.
- 2.2 Rolex shall receive a four (4) year "**Renewal Option**" for this Agreement and for all Sponsorship Rights hereunder. Sponsor shall notify SCRAMP of acceptance of the 2022 - 2025 Renewal Option prior to October 1, 2021. Renewal Option Term shall remain consistent with the 3% annual increase.
- 2.3 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 forty-five (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 or Section(s) 1.2 or 1.3, Rolex 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 Rolex to SCRAMP representing those benefits which were not realized by Rolex under this 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.
- 2.4 If Rolex does not exercise any of its early termination rights, and if Rolex does not exercise its Renewal Option set forth in Section 2.2, then from October 1, 2021 through November 31, 2021, SCRAMP shall negotiate exclusively and in good faith with Rolex for the renewal of Rolex's rights under this Agreement. If Rolex and SCRAMP do not enter into a renewal agreement covering all such rights by November



31, 2021, SCRAMP may negotiate with other potential sponsors. However, SCRAMP may not sign a sponsorship agreement in the Product Category (including products and services outside of the Product Category of a Competitor, all as defined in Section 5.2 hereof) without first giving Rolex the right to match such other offer. SCRAMP shall provide Rolex with written notice of the identity of any proposed sponsor, and the terms of sponsorship, and Rolex shall have thirty (30) days in which to notify SCRAMP whether it wishes to match such offer. If Rolex declines to match such offer and SCRAMP does not enter into the agreement described in the offer, SCRAMP shall again give Rolex the right to match future offers.

- 2.5 If Rolex does not exercise any of its early termination rights, and if Rolex does exercise its Renewal Option set forth in Section 2.2, then from June 1, 2025 through October 1, 2025, SCRAMP shall negotiate exclusively and in good faith with Rolex for the renewal of Rolex's rights under this Agreement. If Rolex and SCRAMP do not enter into a renewal agreement covering all such rights by October 1, 2025, SCRAMP may negotiate with other potential sponsors. However, SCRAMP may not sign a sponsorship agreement in the Product Category (including products and services outside of the Product Category of a Competitor, all as defined in Section 5.2 hereof) without first giving Rolex the right to match such other offer. SCRAMP shall provide Rolex with written notice of the identity of any proposed sponsor, and the terms of sponsorship, and Rolex shall have thirty (30) days in which to notify SCRAMP whether it wishes to match such offer. If Rolex declines to match such offer and SCRAMP does not enter into the agreement described in the offer, SCRAMP shall again give Rolex the right to match future offers.

3. SPONSORSHIP PAYMENTS

- 3.1 For the rights granted under this Agreement, Rolex shall pay to SCRAMP the amount described in annexed **Schedule "B"** ("**Sponsorship Fee**") which is incorporated by reference into this Agreement.
- 3.2 Rolex 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 2018-2021 Events and will provide Rolex with the rights described in **Schedule "A"** annexed hereto.

- 5.2 All rights and benefits granted under this Agreement to Rolex shall be exclusive within the category of timepieces (including, without limitation, intelligent wrist computers which have timing as a primary or ancillary function), watches, clocks and jewelry (the “**Product Category**”)

Accordingly, SCRAMP shall not grant any advertising, sponsoring or commercial rights or benefits whatsoever with respect to the Events to any other person or entity with a primary or ancillary business within the Product Category (a “**Competitor**”).

SCRAMP acknowledges that this exclusivity shall also extend to any products and services outside of the Product Category of a Competitor. However, if both of the following are true: (i) a Competitor’s business in the Product Category is merely ancillary, and (ii) such Competitor’s products in the Product Category are not competitive in respect of pricing with Rolex’s products (as determined, acting reasonably) and such Competitor may reasonably be considered not to be a luxury brand, then SCRAMP may grant such Competitor sponsorship, advertising or commercial rights only with respect to those of its products which are not part of the Product Category and subject to the prior written approval of Rolex, which shall not be unreasonably withheld or delayed.

- 5.3 It is acknowledged and agreed that Rolex 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.
- 5.4 SCRAMP shall immediately inform Rolex if it learns of any act of Ambush Marketing (as defined below), and SCRAMP will use immediate, reasonable efforts to combat such Ambush Marketing. “Ambush Marketing” shall mean any attempt by a third party in the timepiece category (including Competitors), to capitalize on the goodwill, reputation and popularity of the Events by creating an association between itself and the Events. In this regard, SCRAMP shall use reasonable efforts to minimize the ability of the entities not affiliated with the Events to imply an affiliation with the Events, which may include the use of “cease and desist” letters, sending out anti-ambush letters to certain companies and advertising agencies, engaging in a proactive program to portray ambush marketers generally as damaging to the Events and meeting with Rolex periodically to review Rolex’s concerns and to discuss SCRAMP’s plan of action to address such concerns.

6. GOODWILL

6.1 Rolex recognizes the great value and inherent attributes of the goodwill associated with the following names (collectively, the "**Raceway Trademarks**");

- a) Sports Car Racing Association of the Monterey Peninsula
- b) Laguna Seca Raceway
- c) Monterey Motorsports Reunion
- d) Monterey County
- e) Laguna Seca

and acknowledges that such goodwill belongs exclusively to Monterey County and that the Raceway Trademarks have acquired a secondary meaning in the mind of the public. Sponsor agrees not to use any of said Raceway Trademarks without specific advance written approval from SCRAMP as outlined in Section 8.3.

6.2 SCRAMP recognizes the great value and inherent attributes of the goodwill associated with the trademark "ROLEX" and all other trademarks owned by Rolex (collectively, the "**Rolex Trademarks**"), and acknowledges that such goodwill belongs exclusively to Rolex and that the Rolex Trademarks have acquired a secondary meaning in the mind of the public. SCRAMP agrees not to use any of said Rolex Trademarks (other than as part of the Event name pursuant hereto) without specific advance written approval from Rolex.

7. OWNERSHIP OF NAME

7.1 Rolex agrees that all ownership rights in the Raceway Trademarks shall remain in County. In recognition of SCRAMP's sole and exclusive rights in the Raceway Trademarks, Rolex 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 Raceway Trademarks.

7.2 All marks, logos, copyrighted and copyrightable materials supplied to SCRAMP by Rolex (the "**Sponsor Intellectual Property**") shall belong to and remain the sole property of Rolex, and SCRAMP shall not have or acquire any right to copy, reproduce, publish or use such Rolex Intellectual Property except in connection with the specific purposes of this Agreement and only after specific advance written approval from Rolex. In this regard, Rolex hereby grants SCRAMP the right to use the mark indicated on **Schedule "C"** attached hereto on clothing, merchandise and novelties related to the Events, with Rolex's prior written approval of such items, which approval will not be unreasonably withheld. However, SCRAMP is prohibited from using the mark indicated on **Schedule "D"** for clothing, merchandise, novelties and other products whatsoever without specific advance written approval of Rolex.

8. APPROVAL OF USE OF NAME OR LOGO

- 8.1 SCRAMP grants to Rolex the right to use the Raceway 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 Rolex agrees that all of its use of the Raceway 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 Rolex shall submit in writing all proposed uses of the Raceway Trademarks to SCRAMP for SCRAMP's advance written approval, which shall not be unreasonably withheld. If SCRAMP does not respond to Rolex 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 Rolex's use of the Raceway Trademarks, Rolex 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 Raceway 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 Rolex submits for approval the use of the names and logos pursuant to the previous paragraphs, SCRAMP shall provide written instructions to Rolex regarding the manner of display of copyright and trademark notices thereon. Rolex 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.

10.2 SCRAMP agrees to provide Rolex with copies of all reports relating to the Events, if any, including but not limited to post-Events marketing and demographic reports and media audits.

11. CERTIFICATE OF INSURANCE

11.1 At least fifteen (15) days prior to the commencement of the Events, SCRAMP shall deliver to Rolex 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 Rolex additional named insured and shall provide that in the event of any cancellation or modification of coverage, the insurance company will give Rolex 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 Rolex'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 Rolex. 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 Rolex, its successors and assigns. Neither party may assign this Agreement without prior written consent from the other party.

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 Rolex terminates this Agreement, then within fifteen (15) days of such termination SCRAMP shall refund a pro-rata portion of the Sponsorship Fee paid by Rolex representing the benefits, which were not realized by Rolex 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 the Monterey Peninsula
P.O. Box 2078
Monterey, California 93942
Attn: Mr. Steve Fields

And in the case of Rolex to:

Rolex Watch USA, Inc.
665 Fifth Avenue, Suite 325
New York, NY 10022
Attn: Mr. Kyle Younghans

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 Rolex for any claims, loss or damage (including reasonable attorney's fees and costs) incurred by Rolex 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. Rolex 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 Rolex, its agents or employees, and (b) Rolex'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 Rolex and SCRAMP shall keep the financial terms and conditions of this Agreement, as well as all proprietary and other confidential information and data owned by the other party hereto (collectively, the "Confidential Information") confidential and shall use the same standard of care that each party applies to protect its own most highly Confidential Information (but which in any event shall not be less than a reasonable standard of care) to keep Confidential Information of the other party confidential; provided, however, that the parties may disclose the existence of this Agreement, so long as all terms and conditions remain confidential. Notwithstanding the foregoing, SCRAMP and Rolex shall have the right to make such disclosure as may be required by law.

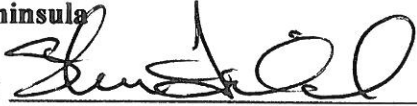
21. ADDITIONAL PROVISIONS

21.1 Nothing in this Agreement shall prevent, prohibit or restrict Rolex, after the Term, from making reference to its relationship with the Events, or using in any form or media any text, footage and still photograph relating to the Events, for historical references only and for no commercial or promotional purpose, provided that such use does not create a likelihood of confusion as to whether


Rolex is a current sponsor of the Events.


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

Sports Car Racing Association of the Monterey Peninsula

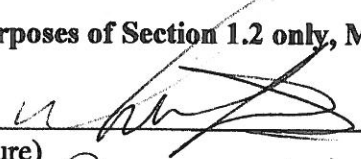
By: 
(Signature)
Name: Steve Fields
Its: SA

ROLEX WATCH USA, INC.

By: MOUNIA MECHBAL
(Signature)
Name: 
Its: _____

By: 
(Signature)
Name: Mark W. Goldberg
Its: Chief Financial Officer

For purposes of Section 1.2 only, Monterey County:

By: 
(Signature)
Name: Dewayne Woods
Its: ACAO

SCHEDULE "A"
SPONSORSHIP ASSETS & RIGHTS

The following sponsorship elements shall be reserved for Rolex during the agreed 2018-2021 Events:

1. Rolex shall be designated as the Title Sponsor of the Event
 - a. Event Title: Rolex Monterey Motorsports Reunion
 - b. Rolex shall receive Laguna Seca Raceway ("LSR") name and logo rights for use in market for advertising and promotional use in support of the Event
 - c. All usage must be approved by LSR. No approvals will be unreasonably withheld
2. Event Logo Advertising, PR, Print and Media
 - a. Rolex shall be included in all media and marketing materials developed to promote the Event. All such materials shall be approved by Rolex in advance.
 - b. LSR will maintain and manage Events micro site and will include a Rolex micro site containing a ROLEX clock graphic.
 - c. Event Logo shall be integrated into the full scope of, but not limited to:
 - i. Event Advertising
 - ii. Event Marketing Programs
 - iii. Event Website and all Digital Social Media channels
 - iv. Event Collaterals and Sales Materials
 - v. Event Documentation
 - vi. Event Participant Information
 - vii. Event Maps and Schedules
 - viii. Event Merchandise
 - ix. Event Poster & Program artwork
 - x. Event Tickets, Parking Passes
 - c. Web
 - i. Homepage / 100% Share of Page & minimum 25% Share of Voice
 - Thursday – Sunday
 - ii. Channel / 100% Share of Page & Voice
 - Month of August
 - d. Print
 - i. Two (2) Full-page-4-color ads on both inside front covers in Event Program
 - ii. Rolex Editorial in Event Program
 - e. TV
 - i. Two (2) units when televised
 - f. Live Streaming
 - i. Streaming Units – TBD
 - g. Filming Rights
 - i. Full rights to filming / Rights to creating Rolex content with Rolex contracted partners during each installment of the Rolex Monterey Motorsport Reunion. Including on and off track activities.

h. Social

- i. Minimum six (6) post on Laguna Seca channels (Instagram and Facebook) featuring Rolex Imagery. Period of 7 days pre-event, during and 3-days post. Content and number of posts will be mutually agreed upon and Rolex will have the option to not participate in social posts.

3. Event Branding and Signage

- a. Rolex name incorporated into television programming from Event
- b. Inclusion of Rolex name on Event official awards
- c. Rolex flags on pit row
- d. Rolex clocks placed in mutually agreed locations around facility
- e. Rolex logo incorporated into Awards Stage backdrop
- f. Rolex Signage Inventory:

- i. Two (2) 8'x38' Start/Finish Billboards
- ii. Two (2) 12'x72' Turn 3, Drivers Left Billboards
- iii. Four (4) 7'x40' Turn 3, Drivers Right Billboards
- iv. Three (3) 7'x40' Turn 4 Drivers Right Billboards
- v. One (1) 7'x40' Turn 5 Billboard
- vi. One (1) 8'x60' Turn 7 Faux Bridge Billboard
- vii. One (1) 12'x48' Primary Corkscrew Billboard
- viii. One (1) 8'x24' Corkscrew Drivers Left Billboard
- ix. Two (2) 7'x64' Corkscrew Drivers Right Billboards
- x. One (1) 12'x24' Turn 11 Billboard
- xi. Two (2) 4'x15' Pit Row Suite Fascia Signs
- xii. One Hundred (100) 30"x12' Track Barrier Signs
- xiii. Fifty Three (53) Coroplast Tire Cover Signs
- xiv. Twelve (12) 8'x8' Trackside A-Frames
- xv. Seventy Five (750 Main Grandstand and Pit Lane Flags
- xvi. Four (4) 4'x16' Hospitality Tower Signs

g. Rolex Reunion Event Signage Inventory*

- i. Integration into Awards Stage
- ii. One (1) Turn 1 Hospitality Pavilion Façade Billboard
- iii. Two (2) 8'x27' Start/Finish Billboards
- iv. One (1) 7'x40' Turn 5 Billboard
- v. One (1) 8'x60' Turn 7 Faux Bridge Billboard
- vi. One (1) 12'x24' Corkscrew Billboard
- vii. Two (2) 4'x16' Hospitality Tower Signs
- viii. Fifty (50) Main Grandstands and Pit Lane Flags

*Event specific signage locations shall be available to include in additional sponsorship packages if needed. In this case, signage location will adjusted

h. Digital Scoring Trylon

- i. One Hundred (100) :30-second Rolex logo spots
- ii. One Hundred (100) :30-second Rolex Reunion logo spots

4. VIP Access and Passes

- a. Fifteen (15) VIP Hospitality Passes per day
 - i. Individual-Day Passes into SCRAMP Hosted Hospitality Area
- b. Two-Hundred (200) General Admission & Paddock Access Passes to be allocated among the three event days at Rolex's discretion
 - i. Pass allocation will be based on fifty (50) Friday, Seventy-five (75) Saturday and Sunday each
 - ii. GA & Paddock Access passes allocated on Saturday will grant access to the Rolex Private Hospitality Chalet & Rolex Drivers Club
- c. Fifty (50) VIP Pace Car Rides or mutually agreed upon number
 - i. Primary use on Saturday of Event weekend
- d. Twenty (20) Hot Pit Access Credentials
 - i. Guests must abide by track safety regulations
- e. Six (6) Photographer (trackside) credentials and photo vests
 - i. Meeting space to be provided for PR & Photo team
- f. Six (6) official parking passes in paddock area; up to four (4) additional passes may be allocated based on space availability
 - i. Parking shall be provided for official Rolex transportation vehicles outside The Drivers Club
- g. Thirty (30) VIP Parking Passes per day
- h. Fifty (50) souvenir Event Programs & Posters
- i. Four (4) special worker/exhibitor paddock parking and all-access entry passes
- j. Four (4) Rolex-use Golf Carts
 - i. Rolex must provide proper insurance and use agreement for third-party golf cart rental company

5. Drivers Club Title Sponsor

- a. Title rights for the Official Drivers Club hospitality area located within the paddock area and to be known as "The Rolex Drivers Club"
 - i. Rolex to provide initial design concepts for interior of Rolex Drivers Club in advance of set-up prior to 45-days from Event
 - ii. Rolex shall commit to approx. \$400,000 budget in interior design and build out of Rolex Drivers Club and Rolex Hospitality areas
 - iii. SCRAMP shall provide, at its expense, up-to-date facilities to house The Rolex Drivers Club & Rolex Hospitality Chalet, including constructing an up-to-date tents and providing tables, chairs and other furnishings, with each element to be approved in advance by Rolex. SCRAMP shall also pay the costs of provided generator. SCRAMP to ensure modern and up-to-date tents are provided to house The Rolex Drivers Club and Rolex Hospitality; tent and facility vendors must be mutually agreed upon by SCRAMP and Rolex. Rolex shall be named as an additional insured party under the liability insurance carried by all parties involved in constructing the Drivers Club.
 - iv. Signage on outside of structure will identify this hospitality area clearly as The Rolex Drivers Club; Rolex responsible for all costs associated with this

signage

- v. Rolex will provide plasma (or similar) TV units for use inside The Rolex Drivers Club; total number of TV's to be determined
- vi. SCRAMP will pay for all catering costs for The Rolex Drivers Club
 - 1. Rolex to provide \$10,000 for Coffee Services
 - 2. Rolex to pay for all F&B within Rolex Hosp. Chalet.
 - 3. Rolex shall support upgrades, dedicated to Rolex, specific to F&B beyond the pre-determined SCRAMP budget, mutually agreed upon by both parties. Financial support will not exceed \$10k per event.
 - 4. SCRAMP shall be responsible for determining caterer and budget allocation for all catering. SCRAMP will pay for all catering costs for the Rolex Drivers Club, with exception to the Rolex Private Hospitality. Rolex shall have the right to approve the caterer, with the intention that the decision will be mutually agreed upon by SCRAMP and Rolex and in line with Rolex Brand guidelines & standards. Budget to be shared with Rolex before a caterer is confirmed. SCRAMP and Rolex to work collaboratively on menu.
- vii. SCRAMP will provide temporary Viewing Platform area for competitors and guests in The Rolex Drivers Club to enjoy on-track racing activities
 - 1. SCRAMP to provide private viewing section for Rolex and its guests on Saturday of race weekend. Section will include table and chairs and will be for Rolex guests only.
- viii. SCRAMP shall provide Rolex with advance layout area maps of the Paddock and Drivers Club area prior to 45-days from Event

SCHEDULE "B"
ROLEX PROVISIONS & SPONSORSHIP INVESTMENT

In return for the Sponsorship Rights outlined in **Schedule "A"**, Sponsor shall pay to SCRAMP the following Sponsorship Investment will be as follows:

2018 - \$250,000

2019 - \$257,500

2020 - \$265,225

2021 - \$273,182

1. Payment shall be due in full prior to June 1st of each corresponding year of the Term.
2. Upon final planning schedule by Monterey County for the new Turn 3 Building Complex, Rolex shall have the opportunity to reevaluate sponsor involvement with the Drivers Club. This clause will only be acted upon in the event the Drivers Club opens prior to 2021.
3. Rolex is responsible for all cost associated with the production and installation of all track signage elements included in the Agreement.
4. SCRAMP shall be responsible for all production and installation of all Event specific track signage elements detailed Item 3.g. in this Agreement.
5. Rolex shall provide specialty ties/hats for all participants annually
6. Rolex shall provide one top award (e.g. crystal or silver) for each overall category/class winner, up to a maximum of eighteen (18) awards. SCRAMP to provide full list of category/classes
7. Rolex shall support the Event via a print and digital media campaign consistent with past support of approx. \$250k. Rolex has the sole discretion to determine campaign elements and overall budget

Rolex Awards Provisions

1. Rolex shall retain the opportunity to present a Rolex Timepiece as an overall "Best of Show" Award for any given year.

Initials

ROLEX

SCRAMP

SCHEDULE "C"



Schedule "D"



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