

CONSULTING AGREEMENT

This Consulting Agreement is entered into at Monterey County California, and shall be effective as December 16, 2016, by and between SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA, A California Non Profit Corporation ("SCRAMP"), 1021 Monterey Salinas Highway, Salinas, CA 93908, and All Fields Sports Marketing ("FSM"), 803 Tolentino Ct., Livermore, CA, 94550

Recitals

1. Whereas SCRAMP is the owner and operator of five major racing events at the Mazda Raceway Laguna Seca ("Facility") in Monterey County, California;
2. Whereas FSM and SCRAMP desire that FSM assist SCRAMP in raising revenues, increasing sponsorship appeal, sale of corporate sponsorships;
3. Now Therefore, in consideration of the foregoing recitals and for other good and valuable consideration, receipt and adequacy of which are hereby mutually acknowledged, the parties do mutually agree as follows:

Term

1. The "Term" of this agreement shall be for two (2) years commencing on December 16, 2016 and terminating on December 15, 2018, unless sooner terminated as herein below provided.
2. If at any time during the Term, SCRAMP is no longer the managing agency for the Facility, the Agreement shall be terminated. Agreement non-transferable to a new management group. FSM shall be due any outstanding commissions at such time.

Consulting Fee

1. As compensation for the services to be rendered by FSM as more particularly described herein, FSM shall be paid a fee of \$4,600/month payable on the 15th of each month commencing January 2017 and continuing each month thereafter until this agreement is terminated as provided herein.
2. As additional compensation for the services to be rendered by FSM, SCRAMP agrees to pay the following compensation to FSM within thirty (30) days of its receipt of such payments:
 - a. Ten percent (10%) of gross sponsorship sales revenue received by SCRAMP as a direct result of sales made by FSM of corporate sponsorships, vendor expo space, luxury suites and hospitality suites during the term of this agreement; plus
 - b. Five percent (5%) of gross sponsorship sales revenue received by SCRAMP as a direct result of outside independent or contracted sale agencies or representatives of facility naming rights, corporate sponsorships, vendor expo, luxury suites and hospitality suites during the term of this agreement; plus
 - c. In the event of a facility naming rights agreement, FSM shall receive ten percent (10%) of gross sponsorship of the first year of agreement and seven and a half (7.5%) during for each subsequent year of the agreement.
 - d. All commissions payable for life of original Sponsorship Agreements or through options

held within, regardless of continued working relationship between SCRAMP and FSM.

- e. SCRAMP shall provide FSM with one (1) hotel room per Event from Tuesday of event-week through the following Monday.

Expense Reimbursement

SCRAMP shall promptly reimburse FSM for all reasonable business expenses incurred by FSM in connection with the task set forth hereinabove, including expenditures for travel, lodging, meals, cell phone and long distance telephone charges subject to advance approval by SCRAMP of all charges in excess of \$200.

Each such expenditure shall be reimbursable only if it is of a nature qualifying it as a proper deduction on the federal and state income tax return of SCRAMP.

Each such expenditure shall be reimbursable only if FSM furnishes to SCRAMP adequate documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of that expenditure as an income tax deduction.

Termination

Either party may terminate this agreement earlier than one year if one or more of the following events occur:

1. Willful or intentional violation or reckless disregard of the Sponsorship Sales Consultant's duties to SCRAMP; or
2. Thirty-day written notice by either party.
3. For material breach of the Agreement that is not cured within fifteen days of written notice to the other party.

Effect on Compensation

In the event that FSM no longer acts a Sponsorship Sales Consultant of SCRAMP, FSM shall be entitled to the compensation earned by and vested in FSM prior to the date of termination as provided for in this agreement, computed pro rata up to and including that date. FSM shall be entitled to no further compensation as of the date of termination beyond Commissions due as subject to existing Sponsorship Agreements.

Trade Secrets and Confidentiality

The parties acknowledge and agree that while FSM is acting as Sponsorship Sales Consultant, he shall have access to and become acquainted with financial, personnel, sales, scientific, technical and other information regarding formulas, patterns, compilations, programs, devices, methods, techniques, operations, plans and processes that are owned by SCRAMP, actually or potentially used in the operation of SCRAMP's business, or obtained from third parties under an agreement of confidentiality, and that such information constitutes SCRAMP's "trade secrets."

FSM specifically agrees that he shall not misuse, misappropriate, or disclose in writing, orally or by electronic means, any trade secrets, directly or indirectly, to any other person or use them in any way, either while he is acting as Sponsorship Sales Consultant or at any other time thereafter,

except as is required in the course of his duties as Sponsorship Sales Consultant.

FSM acknowledges and agrees that the sale or unauthorized use or disclosure in writing, orally or by electronic means, of any of SCRAMP's trade secrets obtained by FSM while acting as Sponsorship Sales Consultant, including information concerning SCRAMP's actual or potential work, services, or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition. FSM promises and agrees not to engage in any unfair competition with SCRAMP, either during the term of this Agreement or at any other time thereafter.

FSM further agrees that all files, documents, drawings, specifications, equipment, software, and similar items whether maintained in hard copy or on line relating to SCRAMP's business, whether prepared by FSM or others, are and shall remain exclusively the property of SCRAMP and that they shall be removed from the premises or, if kept on-line, from the computer systems of SCRAMP, only with the express prior written consent of SCRAMP.

Notices

Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after the date of mailing.

Attorneys' Fees and Costs

If any legal action is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to FSM acting as Sponsorship Sales Consultant of SCRAMP, and contains all of the covenants and agreements between the parties with respect to FSM acting as Sponsorship Sales Consultant in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

Modifications

Any modification of this agreement shall be effective only if it is in writing signed by both parties to this agreement.

Independent Contractor Status

FSM acknowledges that he is an independent contractor and not an employee or agent of SCRAMP. The parties agree that they are neither partners nor joint ventures. Neither party shall have any authority to create or assume an obligation on behalf of the other. FSM shall at all times

identify himself (and his staff) as outside consultants. FSM shall indemnify and hold SCRAMPH harmless from any liability in connection with the IRS or any taxing authority.

Executed on the dates set forth below in Salinas, California.

SPORTS CAR RACING ASSOCIATION
OF THE MONTEREY PENINSULA

 12/16/16
By: Gill Campbell, CEO Dated

ALL FIELDS SPORTS MARKETING:

 12/16/16
By: Steve Fields Dated

Executive Director of Corporate Development
The Sports Car Racing Association of the Monterey Peninsula
Description of Responsibilities and Duties

The Executive Director of Corporate Development reports to the SCRAMP General Manager/ CEO and is responsible for procurement of corporate sponsor dollars through the development of sponsorships.

The Executive Director of Corporate Development works in conjunction with all marketing and communications personnel to increase corporate sponsorship and overall corporate revenue.

Specific duties and responsibilities include, but are not limited to:

- ◆ Prospect development
- ◆ Creating marketing partnership opportunities
- ◆ Local area sponsorships
- ◆ Sponsorship fulfillment
- ◆ Sponsorship visibility, including track signage
- ◆ A minimum of two days to be spent in the SCRAMP offices, working together with SCRAMP staff

CORPORATE SALES

- Work in conjunction with the marketing department to research and identify potential national and local sponsors, create and present sponsorship packages, and create additional opportunities for event, facility, and local area sponsorships;

EVENT LIAISON

- Work collaboratively with the Events and Operations Managers to ensure that all aspects of the events that involve sponsorship fulfillment maximized
- Utilize the events to contact new sponsors and to continue to build relationships with existing sponsors and clients.