



**MOTOAMERICA® AMA/FIM NORTH-AMERICAN MOTORCYCLE ROAD RACING EVENT
AGREEMENT**

(WeatherTech Raceway Laguna Seca)

This Agreement (“**Agreement**”), effective as of March __, 2019 (“**Effective Date**”), is entered into between **KRAVE GROUP, LLC**, d/b/a MotoAmerica®, a Delaware limited liability company (“**MotoAmerica**”), with its primary offices located at 3186 Airway Avenue, Unit #D, Costa Mesa, California 92626, United States; and the County of Monterey, a political subdivision of the State of California (the “**County**” or “**Promoter**”) with its principal place of business at 168 W. Alisal St., 3rd floor, Salinas, CA 93901 United States to thoroughly document and fully set forth the terms and conditions pursuant to which MotoAmerica will hold and promote the MotoAmerica® Championship of Monterey (the “**Event**,” as hereinafter defined), a round of the MotoAmerica® AMA/FIM NORTH American Motorcycle Road Racing Championship sanctioned by the American Motorcyclist Association (“**AMA**”) and FIM North America (“**FIM North America**”), (“**COUNTY**”). Each of MotoAmerica and Promoter is individually a “**Party**,” and are collectively the “**Parties**.”

RECITALS

WHEREAS, MotoAmerica organizes, stages, and promotes professional and certain amateur motorcycle road racing in North America and has the desire to organize and co-promote the Event at the Facility; and

WHEREAS, MotoAmerica has obtained the rights to hold and promote the Championship and the Event sanctioned by the AMA and FIM North America at the Facility; and

WHEREAS, the County of Monterey - possesses the Facility which consists of a paved road racing track in Central California with a 2.238 mile (3.602KM), 11 turn race track, and Promoter shares the desire to co-promote and stage the Event as support races to the Dorna Event;

WHEREAS, Promoter stages the Motul FIM Superbike World Championship Geico US Round featuring the MotoAmerica Championship of Monterey (“**Dorna Event**”) and desires to include select rounds of the Championship as support races to the Dorna Event;

NOW, THEREFORE, MotoAmerica and Promoter, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, agree as follows:

AGREEMENT

1. Definitions

- (a) **“Advertising”** means all forms of advertising, including, but not limited to print, audio and video (e.g., television and radio commercials, online advertisements, etc.).
- (b) **“Beneficial Owner”** means that person, entity, or group possessing “beneficial ownership” of a security as “beneficial ownership” is defined by Rule 13d-3 promulgated under the Securities Exchange Act of 1934, without regard to whether the securities at issue are publicly traded or not. **“Championship”** means the MotoAmerica[®] AMA/FIM North-American Motorcycle Road Racing Championship.
- (c) **“Championship Logo”** means the trademark developed by MotoAmerica to identify the Championship.
- (d) **“Change of Control”** means (i) the consummation of a merger, consolidation, statutory share exchange, or similar form of transaction or reorganization involving a Party, (ii) the Shareholders of any Party approve a plan of complete liquidation or dissolution of the Party, or (iii) any person, corporation, or other entity or group shall have become the Beneficial Owner of, or shall have obtained voting control over, 50% or more of either the outstanding stock or any other voting security of either Party.
- (e) **“Chase Vehicle”** means a response vehicle that responds and assesses an on-track accident.
- (f) **“Dorna”** shall mean Dorna Sports.
- (g) **“Dorna Event”** means the Motul FIM Superbike World Championship Geico US Round featuring – the MotoAmerica Championship of Monterey, held at the Facility.
- (h) **“Event”** means the Race and all other MotoAmerica activity at the Facility specifically related to Race preparations or Race activities or entertainment of the public during the period of time commencing forty-eight (48) hours prior to the beginning of registration and ending twenty-four (24) hours after the conclusion of the last scheduled activity of the Race. Event does not include the Dorna Event.
- (i) **“Events Communications Plan”** has the meaning in Section 11(b).
- (j) **“Event Logo”** means the name, trademark and logo developed by MotoAmerica to identify the Event in accordance with this Agreement.
- (k) **“Facility”** means the Racetrack, taken individually, the premises upon which the Racetrack is located and surrounding the Racetrack, all buildings and other structures thereon, and all airspace above the Racetrack and surrounding premises, to the extent owned or controlled by the COUNTY.

- (l) **“Facility Logo”** means the name and trademark used to identify the Facility, including, without limitation, the name and logo of “WeatherTech Raceway Laguna Seca” and including the actual likeness of the Facility and Racetrack (including all sponsors actually depicted therein), together with the name “Motul FIM Superbike World Championship Geico US Round featuring the MotoAmerica Championship of Monterey.
- (m) **“Marks”** shall mean, collectively, the Championship Logo, Event Logo, MotoAmerica Logo, Facility Logo, County Marks, Promoter Marks and likenesses of the Facility and the Racetrack (including equipment and Sponsor logos related thereto identified therein).
- (n) **“MotoAmerica”** shall mean Krave Group, LLC, d/b/a MotoAmerica®, a Delaware limited liability company.
- (o) **“MotoAmerica Logo”** means the name and trademark used to identify the MotoAmerica, including MotoAmerica®.
- (p) **“Officials”** means the MotoAmerica/AMA/FIM officials as set forth in the RuleBook.
- (q) **“Official Entry Blank”** means the form of entry for riders and teams in the Event provided by MotoAmerica, which shall be the sole official statement as to the date, place, schedule, and length of the Event, the eligibility requirements for participants, and monetary and non-monetary awards.
- (r) **“Pace Car”** means the car which sets the pace prior to the start of a race.
- (s) **“Paddock”** means the area of the Racetrack reserved for preparation of the motorcycles prior to the Race.
- (t) **“Participants”** shall include riders, owners, crew members, Officials, and entrants.
- (u) **“Party”** shall mean each of Promoter and MotoAmerica (together, the **“Parties”**).
- (v) **“Promoter”** means County of Monterey
- (w) **“Promoter Marks”** means the name and trademark used to identify the Promoter.
- (x) **“Promotion”** means any marketing program that is designed to encourage spectator attendance and/or inform the public of or otherwise showcase the Event (whether live, static, virtual, animated, digital or other format). Such marketing program can utilize many different forms such as, but not limited to, sweepstakes, giveaways, loyalty or continuity programs, gift with purchase, self-liquidating offers, purchase with purchase, free with purchase, in packs, on packs, and near packs, and use of devices such as video games, fanvisions/scanners, eSports, iRacing, virtual competition, memes, emojis or formats or platforms. Promotion shall also include the Advertising,

publicity, or other means of exposure, in or on premiums, point-of-purchase displays, print or electronic, or any other medium.

- (y) “**Race(s)**” means the portion of the Event during which the AMA/FIM North America- sanctioned racing activities occurs at the Facility, including but not limited to: issuing credentials, inspections, race direction, race conduct, officiating, controlling the racing surface (pit lane, Paddock area, Racetrack, control tower, safety vehicles), timing and scoring, distribution of awards, transporter parking, time trials, practice runs, qualifying, final practices, pre-race meetings, pre-race ceremonies, victory lane ceremonies, post-race inspections, that occur on the dates specified in this Agreement or any postponed dates.
- (z) “**Race Dates**” shall mean July 12-14, 2019.
- (aa) “**Racetrack**” means the paved road racing track in Central California with a 2.238 mile (3.602KM), 11 turn race track at COUNTY’s Laguna Seca Raceway.
- (bb) “**Rule Book**” means the official rule book of the Championship published by MotoAmerica/AMA, as amended or supplemented from time to time, together with supplementary regulations, bulletins, rulings and interpretations.
- (cc) “**Sponsors**” shall mean the Series Sponsors, Class Sponsors, Championship Sponsors, Event Sponsors, Proud Supporters and Official Sponsors, as set forth in Exhibit C attached hereto.

2. Event and Race Classes

- (a) *Event Name.* The name of the Event shall be “*MotoAmerica® Championship of Monterey*”, which shall be conducted in accordance with the Rule Book. Additionally, Promoter agrees, subject to approval by Dorna, that the Dorna Event name will include MotoAmerica as follows: “*Motul FIM Superbike World Championship Geico US Round featuring MotoAmerica*”.
- (b) *Race Classes.* The race classes for the Event shall be those listed on Exhibit A attached hereto. It is also agreed that MotoAmerica, in its sole discretion, may add or remove race classes, including single-marque series, collectively forming the Race; provided, however, that MotoAmerica shall send written notice, by email, fax, or hard copy, to Promoter within five (5) business days of deciding to add or remove any race class. The Parties will cooperate and coordinate the MotoAmerica Events and Dorna Events. In the event that the Junior Cup is included in the Event, riders will be between the ages of 14 and 22 for such Class.

3. Covenants of Promoter

- (a) *Facility Operation, Access and Use.* Promoter shall – maintain and operate the Facility

during the Events. As provided herein, Promoter will perform the duties incident to producing and holding the Events. Any activities during the Event or change in schedule must be requested in writing and approved by MotoAmerica. Promoter shall provide MotoAmerica with Facility access and use from July 9, 2019 to July 15, 2019, and with Racetrack access on the Race Dates; provided, however, that MotoAmerica covenants not to unreasonably disrupt Racetrack activities on July 9, 2019, July 10, 2019 or July 11, 2019 in connection with load-in and load-out. In particular, MotoAmerica will have Racetrack access on Wednesday for TV scaffolding set up and MotoAmerica office move-in and on Thursday for Paddock load-in, timing and scoring set up starting at 9:00 a.m. and for air fence deployment and setup. Promoter shall to provide MotoAmerica with reasonable access to the Facility for an advance visit for review purposes and MotoAmerica will submit a report of Event requirements following such visit. Promoter shall establish and maintain (and implement as appropriate) an emergency response plan/crisis management procedure and review and coordinate such plan/procedures in advance with MotoAmerica and any applicable plans/procedures of MotoAmerica/AMA/FIM. **Exhibit D** contains a Checklist for use by the Parties.

- (b) *Racetrack.* MotoAmerica's race director, in conjunction with the Dorna race director, will be the sole judges of the adequacy and condition of the Racetrack. Promoter will provide facilities for start/finish flagging, scoring, and victory lane podium. In case the victory lane podium is not feasible, MotoAmerica will supply a solution. Promoter will ensure that the Racetrack satisfies the requirements of the AMA sanction and the Rule Book and that it contains sufficient protective devices (e.g., air fences, foam blocks, straw bales, etc.) for protection against obstacles that could cause damage or injury. Promoter shall maintain the Facility and the Racetrack in good repair and raceable condition at all times relevant to the Event, ready for use by competitors, officials, MotoAmerica, sponsors and MotoAmerica's broadcast partners. No modification or repairs will be made to the Racetrack surface during the Event without notification to and approval of MotoAmerica's race director, in conjunction with the Dorna race director. If MotoAmerica, in conjunction with Dorna, determines that the Facility or any part of it is in a condition unsatisfactory for the Event, including without limitation the surface of the Racetrack, barriers, fencing, retaining systems, broadcast areas, and all other areas, structures, equipment, and objects relevant to the access, operations, and/or functionality of the Race, Promoter shall repair, modify, replace or upgrade the unsatisfactory portion to the sole satisfaction of MotoAmerica. If Promoter chooses not to repair the Facility or if MotoAmerica determines that it cannot be repaired in time, MotoAmerica may postpone or cancel the Event. Required aspects of the Racetrack, such as registration area, credentialing area, Paddock setup, pit lane, etc. shall be mutually agreed upon.
- (c) *Facility Personnel and Services.* Promoter shall provide, at their respective sole expense, the following facility personnel and services reasonably satisfactory to MotoAmerica and Dorna:
 - (i) A qualified accident/trauma trained physician on premises during all Events,

ambulances with life support equipment and qualified licensed trauma trained paramedics, emergency vehicles, medical evacuation, fire truck for fire protection, fully charged and properly rated fire extinguishers (with personnel instructed in their use) and on-site medical services for Participants and the public and others during the Events, and advance arrangements with local hospitals and physicians for prompt, efficient and appropriate treatment of any and all injuries occurring during the Events;

- (ii) Adequate flagging, in accordance with MotoAmerica requirements, race control personnel including emergency service communicator, CCTV operator, and track maintenance communicator;
- (iii) Appropriate air fences;
- (iv) Painting of the grid per MotoAmerica specification, including paint and markings recommended by MotoAmerica;
- (v) Minimum of five (5) pit lane timing loops spaced approximately 40 meters apart, beginning at pit entry to pit exit, to control pit lane speed;
- (vi) Motorized track-cleaning/sweeping (cleanup crews), towing, motorcycle recovery vehicles, dryers/blowers, and related services, as well as reasonable quantities of oil dry;
- (vii) Medical Chase Vehicle, with driver (preferably medically trained professional driver) and Track Inspection Car (4 door SUV preferred), necessary track vehicles to stage the Event and Race as requested at the reasonable discretion of MotoAmerica, each with appropriate MotoAmerica marks or logos (such decals to be provided by MotoAmerica). MotoAmerica may have the option to supply the Track Inspection Vehicle and Medical Fast car; Paddock working space for MotoAmerica's officers and Officials;
- (viii) Paddock working space for MotoAmerica's officers and Officials;
- (ix) 50amp power, house feed video, and network connection for MotoAmerica Transporter.
- (x) Adequate toilet and food and beverage service;
- (xi) A control tower with good visibility consistent with the Rule Book and with 110V power;
- (xii) Registration facilities in a mutually agreed upon and suitable location for sign-in by participants with 110V power;

- (xiii) Mutually agreed covered space for MotoAmerica Technical Inspection.
- (xiv) A designated area for rider autograph sessions (as a part of the Dunlop Rider Autograph Sessions (and promote such Dunlop Rider Autograph Sessions over the public address system));
- (xv) Provision of Facility vendors and services list, and staff for the service of food and beverages (but not including the food and beverages);
- (xvi) Announcers for the Facility and Event (not including digital or television).
- (xvii) Parking attendants for public parking and secured attendants for MotoAmerica officers, Officials, promotional partners (e.g., Dunlop) and participants, together with a reasonable quantity of VIP parking passes in connection therewith;
- (xviii) Cleaning and maintenance personnel;
- (xix) Provision of up to fifty (50) pieces for bicycle rack for the Paddock and appropriate mesh fence for the Paddock area;
- (xx) Security personnel, which shall include a sufficient number of policemen and/or security persons to ensure crowd control and safety and personnel to secure entry to the scoring, media center, Racetrack, registration, and Paddock);
- (xxi) Cooperation with MotoAmerica on the pre-race and Podium ceremonies;
- (xxii) A suitable location for MotoAmerica trailers containing MotoAmerica equipment, with access to, if available, 220V electricity (and backup). The space shall also include one copy machine, with a minimum capacity of 50 ppm and the ability to sort, collate and staple;
- (xxiii) 110v power along the hot pit wall;
- (xxiv) Dedicated internet connectivity with a maximum of 50 megabits-per-second upload speed and 50 megabits-per second download speed for the exclusive use of MotoAmerica timing and scoring. This bandwidth is not to be shared with any other entities, such as media or hospitality patrons;
- (xxv) One 10' x 20' display space for - MotoAmerica's media and promotional partner;
 - A. MotoAmerica is prohibited from passing through any vendor space rights to a previous WeatherTech Raceway Laguna Seca vendor (i.e. Honda, Bell Powersports). Historical space fees remain in place for these vendors.

- (xxvi) 20' x 20' vendor area for MotoAmerica merchandise sales;
 - (xxvii) 100' x 100' vendor area for other MotoAmerica "Learn to Ride" program purposes;
 - (xxviii) Up to 1,600 square feet for MotoAmerica Series Title sponsor. Sponsor space allocation cannot conflict with existing WeatherTech Raceway space allocation.
 - (xxix) Appropriate and suitable space for Dunlop (or other official tire provider) for its tire trailers, tire fitting machines, tire balancing machines, bead-breakers, tire carts, trucks and related support vehicles; and
 - (xxx) Appropriate and suitable space in the Paddock or gas station/fuel depot for VP (or other official racing fuel provider) for its race fueling truck and operations.
- (d) *Racetrack Preparation and Race Marshalling.* Promoter shall provide preparation of the Racetrack and safety measures at the Racetrack commensurate with AMA sanctioning requirements. Promoter shall also provide race marshalling commensurate with MotoAmerica and AMA sanctioning requirements and the Rule Book.
- (e) *Public.* Promoter is solely responsible for control and safety of the public during the Event. Promoter shall provide adequate personnel (including security), facilities, equipment and services for accommodating and controlling the public and adhering to MotoAmerica's and AMA's security standards (provided in writing prior to the Race) and applicable laws during the Event.
- (f) *Team Hospitality.* MotoAmerica will have the right to not-for-sale team hospitality within the Paddock areas for staff and limited team sponsor related guests. MotoAmerica shall use good faith efforts to provide details of team and participant food service by team including number of people to be served, locations of food production and dining area which shall be approved by Promoter. If a team desires to provide their own hospitality, the hospitality form will need to be completed and returned along with the fee based on the size of such hospitality; provided however the fee will be waived for the Events. All alcohol shall be purchased by MotoAmerica, teams or participants through Promoter. Promoter shall ensure that its caterer for alcohol sales maintains liquor liability coverage and the MotoAmerica Indemnified Parties are named additional insureds with respect thereto. All teams that do participate with their own hospitality need to list County of Monterey and SCRAMP as its agent, as additional insureds on their liability insurance.
- (g) *Licenses, Permits, and Approvals.* Promoter shall comply with all applicable local, State, and Federal laws, rules and regulations applicable to organization, promotion and occurrence of the Event. Promoter shall obtain in a timely manner and be responsible for any fees and/or associated costs with all necessary licenses, permits

or other governmental approvals required to host the Event. Promoter shall be solely responsible for compliance with any and all federal, state, local or other tax obligations with respect to the revenues received for the Race by or on behalf of Promoter.

- (h) *Promoter Liability Insurance.* Promoter hereby covenants that it will obtain and maintain, in full force and effect liability insurance for the Event that is acceptable to MotoAmerica from an insurance company that is acceptable to MotoAmerica that meets the minimum requirements specified in Exhibit B attached hereto, and will otherwise comply fully with the terms of said Exhibit B.
- (i) *Dorna Agreement.* MotoAmerica recognizes and agrees that the Race will be conducted during a Dorna sanction race weekend. To the extent that the Promoter agreement with Dorna conflicts with this Agreement, Promoter will work with MotoAmerica in good faith to coordinate the events and to ensure that the intent of the Parties evidenced hereby is not material frustrated.

4. Covenants of MotoAmerica

- (a) *Competition.* MotoAmerica shall provide the AMA/FIM sanctioning and shall conduct the competition, through its officers and designated officials, in accordance with the Rule Book, this Agreement, the Official Entry Blank, and any amendments thereto. MotoAmerica, together with AMA/FIM, as applicable, shall have sole control over the conduct of the competition in all of its phases throughout the Event. MotoAmerica, together with AMA/FIM, as applicable, shall have sole control of interpretation of the Rule Book. MotoAmerica will provide Promoter with an advance list of radio frequencies used by MotoAmerica and its Participants for the Event.
- (b) *Event and Race Operations.* MotoAmerica shall undertake to provide a racing schedule as presented in exhibit A, rules and rules administration, timing, and scoring for the Race, as well as proposed Paddock set-up and layout.
- (c) *Race Participant Prize Fund.* MotoAmerica shall undertake, at its sole expense, to provide the Participant Prize Fund. "Participant Prize Fund" shall include those prizes given to winners of the Race and others designated by MotoAmerica to receive prizes resulting from their participation in the Race, all as more fully set forth in the Official Entry Blank and/or Rule Book. MotoAmerica will also supply champagne and customized trophies to the top-three finishers and winning team representative of each Class.
- (d) *Managers.* MotoAmerica shall provide a non-dedicated manager and race director to collaborate with Promoter on the successful execution of the Event and Race. MotoAmerica shall provide these managers/directors at its sole expense and shall collaborate with Promoter in good faith.

5. Financial Terms

- (a) *Sanction Fee.* For the rights granted to Promoter here under and in consideration of other covenants and undertakings by MotoAmerica, Promoter hereby agrees to pay MotoAmerica a sanction fee of One Hundred Sixty-Five Thousand Dollars \$165,000 (the “Sanction Fee”).

In the event that this Agreement is terminated more than six months prior to a scheduled Event due to Promoter breach or due to Promoter’s other actions to avoid hosting the Event, Promoter shall immediately pay to MotoAmerica fifty percent (50%) of the Sanction Fee for the Event, plus any committed third-party costs that MotoAmerica may have incurred that cannot be cancelled without incurring such costs. In the event that this Agreement is terminated less than six months prior to a scheduled Event due to Promoter breach or due to Promoter’s other actions to avoid hosting the Event, Promoter shall immediately pay to MotoAmerica one hundred percent (100%) of the Sanction Fee for the Event, plus any committed third-party costs that MotoAmerica may have incurred that cannot be cancelled without incurring such costs.

- (b) *Payment from Promoter to MotoAmerica.* The Sanction Fee will not be subject to any deductions and will be on a net basis clear of any taxes (other than MotoAmerica’s income taxes), bank charges, commissions, conversion costs, or other costs, expenses, or deductions and shall be paid via wire transfer (or if requested by MotoAmerica, by check) of immediately available US dollars as follows: \$165,000 within 30 days of execution of this Agreement, MotoAmerica will exercise good faith efforts to invoice Promoter at least thirty (30) days in advance.

6. Digital and Network Television and Other Media Production and Distribution

- (a) *Event Digital, Radio, Television & Other Media Broadcast and Distribution.* Promoter acknowledges that MotoAmerica, as the entity conducting the competition, exclusively and in perpetuity owns (and in connection therewith, Promoter hereby assigns to MotoAmerica) the right to film, tape, photograph, capture, overhear, collect, record, and/or reflect in eSports, iRacing, video games and/or other virtual competitions, to simultaneously or thereafter reproduce, broadcast (whether live, live streamed, tape- delayed, re-broadcast or otherwise), transmit or distribute, by any means, medium or device, now existing or hereafter create all images, sounds and electronic or digital data generated during and in connection with the Events and the Race. MotoAmerica acknowledges that it has no rights to Dorna Events. MotoAmerica shall undertake to provide digital and network television production and distribution of the Event and Race to be broadcast either live on linear television or live on a digital media platform. Current partners of MotoAmerica (subject to change in MotoAmerica’s discretion) with respect thereto, include, Fox Sports, NBC Sports (together with any additional or substitute broadcast partners, collectively “Media Partners”). MotoAmerica shall be responsible for coordinating any broadcast issues or rights directly with Dorna. The consequences of not obtaining digital and network

television production and distribution, however, shall not be considered a breach of this Agreement by MotoAmerica. In connection with these broadcast rights:

- (i) Promoter acknowledges that the terms of broadcast may change from time to time and, therefore any MotoAmerica broadcast agreements may supersede portions of this Agreement.
- (ii) MotoAmerica may license, assign, or otherwise transfer any rights in or to the broadcast. All income or revenue related thereto shall be solely for the account of MotoAmerica.
- (iii) Promoter shall use reasonable good faith efforts to include language regarding broadcast ownership rights consistent with the foregoing on tickets and Event admission materials, and in relevant contracts with its sponsors and services providers, particularly those with signage that will be visible to cameras during Events and provide written evidence thereof to MotoAmerica. Promoter hereby agrees that MotoAmerica may depict the name and likeness of the Racetrack and Facility, including depiction of the marks of sponsors and service providers as they actually appear at the Racetrack and Facility) in connection with Promotion and with the television and digital broadcast of the Race.
- (iv) MotoAmerica produces up to eight (8) television channels of information during a race weekend. These channels must be distributed from the MotoAmerica timing and scoring transporter to the timing and scoring room, media, hospitality suites, television production and race control via hardware supplied by the facility. These video feeds will be supplied by MotoAmerica as raw (composite) or modulated video as requested.
- (v) Promoter shall, in coordination with MotoAmerica and Dorna:
 - A. Cooperate with MotoAmerica and Media Partners and provide access to the Facility in connection there with, for a site survey to identify exact locations for cameras and other infrastructure locations to be used to produce the programs ("**Programs**") for broadcast of the Event.
 - B. Provide reasonable access to the Facility for the purpose of facilitating the Events broadcast, transmission or recording of the Event, including, without limitation:
 - I. A suitable location for placement of MotoAmerica's Media Partners' mobile facilities, on-air talent, and other support units.
 - II. Appropriate space for ground cameras, FX cameras and other cameras and filming, recording and broadcast, equipment (with 110V/20A power within 100 feet). Promoter hereby grants permission for Promoters camera partners to utilize any existing camera locations, platforms, lifts, etc.

- III. Appropriate space for broadcast interviews with Event participants (riders and team members).
 - IV. Appropriate high-speed internet access of a minimum of 10mbps upload and download speed for the Mobile Facilities.
 - V. Appropriate credentials and access, including parking at Events in order for MotoAmerica, MotoAmerica's Media Partners to undertake filming and broadcast.
 - VI. Provide one XLR connection to the house PA feed for live streaming.
 - VII. Provide one BNC cable connecting into house video system (via HS-SDI or composite) for live streaming.
 - VIII. Provide connectivity to RMON or MLP scoreboard feed from Timing & Scoring for live streaming.
- C. Provide access to one or more connected television monitors in locations specified by MotoAmerica;
 - D. Supply and assure the availability of adequate 110V electrical power and backup power for the broadcast partner and 220-volt 50-amp circuit with female receptacles for the live streaming production facility; with the actual charge for such electricity relating to the digital and television production of the Event at MotoAmerica's expense; and
 - E. Permit MotoAmerica, or its Media Partners, to install booths, camera platforms, wires, cables and equipment as may be necessary for the Event.

7. Event Credentials and Tickets

- (a) *Promoter Accountable for Ticketing.* Promoter shall be accountable for ticketing of the Event. Promoter, to set the price(s) for the tickets.
- (b) *MotoAmerica's Right to Online Link.* MotoAmerica shall have the right to a link from <http://www.motoamerica.com/> to Promoter's ticketing fulfillment page.
- (c) *MotoAmerica's Credentialing System.* Promoter will accept and respect MotoAmerica's credentialing system as it applies to officers, officials, Participants, and guests. MotoAmerica will provide Promoter with a list of credentials provided to officers, officials, Participants and guests.
- (d) *MotoAmerica GA Passes -.* Promoter will grant MotoAmerica two hundred fifty (250)

3-Day GA Passes at no charge for Sponsor, partner, or participant fulfillment. MotoAmerica will provide Promoter with a list of obligations the tickets will be utilized for.

- (e) *Hospitality* - Promoter shall make available to MotoAmerica two (2) pit lane hospitality suites, including 20 applicable entry tickets per suite, including parking. MotoAmerica has the right to sell tickets to said suites. Food and beverage to be ordered and purchased through the Promoter's track approved caterer.
- (f) *Volunteer Camping*. Promoter will provide a mutually acceptable number of camping sites at no cost to MotoAmerica for volunteers in areas in the Volunteer camping area. MotoAmerica will coordinate such camping.

8. Representations of Promoter

- (a) *Authority*. Promoter has full right, power, and authority to execute and deliver this Agreement and to perform all of their respective obligations hereunder.
- (b) *Enforceability*. Upon Promoter's execution and delivery of this Agreement, it shall constitute the legal, valid, and binding obligation of Promoter and shall be enforceable against Promoter in accordance with its terms.
- (c) *No Conflicts*. Promoter's execution and delivery of this Agreement and Promoter's compliance with any of the provisions hereof, shall not constitute a breach or default under applicable law or any agreement or other instrument or obligation to which Promoter is a party or is otherwise bound.
- (d) *Control of Facility*. Promoter represents to MotoAmerica that: (a) Promoter has and will continue to have control of the Racetrack and premises upon which the Racetrack is located during the Event; (b) Promoter has and will continue to have the full rights to conduct the Event thereon; (c) Promoter understands that the Promoter is responsible for the cost and construction of the Racetrack, fences, buildings and other equipment, as well as for the condition of the premises upon which the Event is scheduled; and (d) the Racetrack and premises upon which the Racetrack is located are in full compliance with the applicable requirements of the Americans with Disabilities Act of 1990, as amended, and the rules and regulations promulgated thereunder.

9. Representations of MotoAmerica

- (a) *Authority*. MotoAmerica has full right, power, and authority to execute and deliver this Agreement and to perform all of MotoAmerica's obligations hereunder.
- (b) *Enforceability*. Upon MotoAmerica's execution and delivery of this Agreement, it shall constitute the legal, valid, and binding obligation of MotoAmerica and shall be enforceable against MotoAmerica in accordance with its terms.

- (c) *No Conflicts.* MotoAmerica's execution and delivery of this Agreement and MotoAmerica's compliance with any of the provisions hereof, shall not constitute a breach or default under applicable law or any agreement or other instrument or obligation to which MotoAmerica is a party or is otherwise bound.
- (d) *Promotional Rights.* MotoAmerica represents to Promoter that it has obtained and possesses all necessary sanction, rights and licenses from the AMA, FIM North America and Dorna necessary to promote and organize the Event.

10. Media and Media Relations

- (a) *MotoAmerica's Control of Media Relations.* In conjunction with Dorna credentialing, Promoter hereby agrees to manage media credentials through its event media accreditation system and to grant reasonable media credentials to, and admit and recognize, MotoAmerica and its designees in connection therewith. In conjunction with Dorna, Promoter hereby agrees to grant MotoAmerica, together with Dorna, reasonable access to, and collaborative control of, the media center of the Facility during the full duration of the Races and during any reasonable time before or after the Races for the purpose of conducting media relations.
- (b) *Media Room.* Promoter shall provide a media room equipped with at least one copy machine, with a minimum capacity of 50 ppm and the ability to sort, collate and staple, a fax machine and high-speed Internet access (minimum of 100 mbps download/upload speed) for a minimum of ten (10) journalists. A minimum of two (2) television monitors shall also be provided to the press room facility. Promoter shall provide at least one staff personnel to administer the media room and work with a designee of MotoAmerica. Sufficient racks and/or space shall be provided for the display of series and team information in the Media room. General office supplies such as staplers, paper, pens, tape, etc. shall also be provided in the Media room. Media room and related facilities will be secure and accessible only to those with an approved media or staff credential. There must be a direct Fiber cable connection from the MotoAmerica timing and scoring transporter (preferably) or the Timing and Scoring Room to this media room. If there is a way to connect the two locations using a VLAN subset of a larger network, this is also acceptable, providing that the VLAN is isolated from all other traffic with no DHCP server or gateway. Space must be set aside in the media room for a laser printer (supplied by the MotoAmerica). This printer must be supplied with paper and electricity as well as connected to the MotoAmerica timing and scoring transporter using the connection described above.

11. Marketing and Promotion

- (a) *Rights to Trade Name and Trademarks.*
 - (i) Subject to the provisions of this Agreement, each Party shall have the reciprocal, non-exclusive right and license to use the Championship Logo, Event Logo, MotoAmerica Logo, Facility Logo, Promoter Marks and the likeness of the

Facility (including sponsors actually depicted therein) in the Promotion of and Advertising for the Event, and in the case of MotoAmerica, the Championship. Neither Party shall make any misrepresentations of fact in connection with publicizing, promoting or advertising the Event. If such a misrepresentation is made, where required, the Party that made the misrepresentation shall promptly take reasonable steps to correct the error through a subsequent publication or other remedial measure. All uses must be pursuant to a mutually agreed upon brand guidelines or subject to the written approval of the granting party, such approval not to be unreasonably withheld, conditioned, delayed or denied. The foregoing is not a grant of rights to Promoter to use any MotoAmerica Marks on retail goods or services. MotoAmerica shall have the perpetual historical right to depict the Marks for historical purposes on its website and other Promotional materials as well as to use the Marks on retail goods and services. MotoAmerica shall further have the right to depict the Marks in connection with virtual representations in eSports, iRacing, video games and virtual competitions related to the Championship.

- (ii) The Parties shall include in their display of the other Party's Marks the symbol ® to indicate that they are registered trademarks to the extent they have been already registered. A sheet of camera-ready art depicting the proper use of the Marks shall be provided by each Party to the other. Promoter and MotoAmerica shall promptly take such action as may be necessary to protect the Marks against any infringement or threatened infringement, dilution, counterfeiting scheme or any common law "passing off." The non-exclusive licenses provided for in this Section shall not be interpreted as a transfer of title. Any and all rights in the Marks shall inure to the benefit of and be the exclusive property of the owner of such Marks. The Parties shall not file any application for registration or protection of the other Party's Marks or any works similar thereto or use such Marks for any purpose other than as defined herein. The provisions of this Section shall survive the expiration or termination of this Agreement for such a time as is necessary to protect the Marks of each Party.

- (b) *Development of an Event Communications Plan.* Both Parties will collaborate using commercially reasonable efforts in the development of a communications plan for the Event ("**Events Communications Plan**"). The Events Communications Plan shall include activities related to the Promotion of the Event. Additionally, the Parties agree and acknowledge that consistency between the MotoAmerica, Dorna and Promoter is of the essence in relation to the content, means and relevance of the respective media communication matters of the Event, to attract sponsors and spectators. Therefore, the Parties shall at all times: (i) coordinate with one another, to the extent that it is commercially reasonable, on any public statements, as well as any of its public and private press briefings regarding the Event; (ii) agree with one another, to the extent commercially reasonable, on the timing, form and content of any public announcement, statement and/or public and private press briefings in relation to the Event; and (iii) ensure the title of the Event is properly promoted and used in any communications.

(c) *Calendar Placement.* Promoter shall include the Race on all calendars over which it has control, including, without limitation, reasonable Promotion on <http://www.weathertechraceway.com>.

(d) *MotoAmerica's Rights to Official Program.* Promoter controls the official program for the collective Dorna and MotoAmerica Events. Promoter will provide a minimum of two (2) MotoAmerica approved Championship and support Race editorial pages in such official program. MotoAmerica may also distribute the Championship insert at the Event.

12. Event Sponsorship

(a) *MotoAmerica's Rights.* MotoAmerica, at its discretion, has the right to a naming rights partner to the Championship, to a naming rights partner for any of the classes in the Championship, and to Media Partners sponsors. MotoAmerica also has the exclusive right to official suppliers, supporters and partners of the Championship, but will address conflicts in good faith with Promoter.

(b) *Promoter's Rights.* Promoter, at its discretion, in conjunction with Dorna, has the right to the Dorna Event naming rights partner. The overall event will be called the "*Motul FIM Superbike World Championship Geico US Round featuring MotoAmerica*". Any use of MotoAmerica Marks by such Event Sponsor is subject to the prior written approval of MotoAmerica.

(c) *Event Branding.* MotoAmerica, AMA and FIM North America Marks, as well as designated marks of MotoAmerica sponsors, partners and/or suppliers, will be used by the Parties in connection with the Race on Promoter's website, media backdrops, trophies, entry signs, posters, flags etc. as mutually determined by the Parties.

(d) *Race Vehicles and Pace Cars.* In coordination and with Dorna approval, if Promoter does not use the WeatherTech Raceway Pace Cars, MotoAmerica has the right to provide MotoAmerica and sponsor branded Pace Cars for the MotoAmerica Races only.

(e) *Rights Clearance.* Promoter shall ensure that it has obtained liability releases and necessary licenses, rights clearances or permissions from its sponsors that maintain signage publicly visible during Races, as well as from its employees, workers, volunteers and vendors, in order to, among other things, authorize and permit, without further payment or approval, filming and broadcast of the Races and related still photography and artwork.

(f) *Sponsor Activation.* Promoter will work together in good faith with MotoAmerica to accommodate MotoAmerica's contractual commitments (e.g., signage, display space, tickets, etc.) to MotoAmerica sponsors and partners, whether now existing or entered into hereafter during the Term hereof. Permission for signage and placement must be obtained from Dorna.

13. Facility and Event Signage

- (a) *Retention of Contracted Facility Signage.* Promoter, at its discretion, may retain any existing annually contracted signage at the Facility. The Parties will work together in good faith to handle any conflicts.
- (b) *Signage for MotoAmerica, Race and Championship Sponsors and Partners and Suppliers.* During the support Races only, Promoter, in collaboration with Dorna and MotoAmerica, agrees to reasonable signage related to the Championship and support Races for MotoAmerica, the Championship, Race Sponsors, official MotoAmerica suppliers and partners to include, at a minimum, signage in one corner (limited to "A" Frame signage to be placed and removed by MotoAmerica) and inside the venue. MotoAmerica may include signage, reasonably approved by Promoter and coordinated with Dorna, in the MotoAmerica support Paddock for its existing partners.
- (c) *Podium.* Promoter and Dorna will make the Dorna Podium available (to include Championship, Class and related sponsor logos for support Races). MotoAmerica may elect to erect its own podium at a mutually agreeable location at the Track. MotoAmerica is responsible to provide its own backdrop which will go over the Dorna backdrop during the MotoAmerica podium ceremonies.

14. Breach and Termination of Agreement/Disputes/Injunctive Relief

- (a) Either Party shall have the right to terminate this Agreement upon written notice to the other contingent upon any one of the following: (i) the other Party materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following specific written notice of such breach (provided if such breach is curable, but not practicably capable of being cured/corrected within thirty (30) days, within such good faith reasonable period as may be necessary to effectuate such cure; provided further that the breaching party proceeds in good faith to promptly and diligently correct the breach and promptly submits a complete reasonable good faith written plan to the non-breaching party for such cure and correction), or if the breach occurs less than thirty (30) days prior to the Event, the defaulting party shall have forty-eight (48) hours to cure such breach; (ii) in the case of termination by MotoAmerica, Promoter's failure to maintain the insurance required hereunder, (iii) the other Party is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iv) the other Party makes an assignment for the benefit of all or substantially all of its creditors; (v) the other Party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations; (vi) the other Party files a voluntary or involuntary petition in bankruptcy or has such petition filed against it, which petition is not dismissed within sixty (60) calendar days; (vii) in the case of a termination by MotoAmerica, in the event that MotoAmerica loses its right to promote the Event resulting from no fault of its own, (viii) in the case of a termination by MotoAmerica, in the event that Promoter fails to comply with the Rule Book; and/or (ix) activity by Promoter of any kind, that MotoAmerica determines to be detrimental to the sport

MotoAmerica.

- (b) Subject to the 48-hour cure period set forth above, the Parties agree to attempt to resolve any dispute arising out of or relating to the Agreement by negotiation, which negotiation attempt shall occur within thirty (30) days after written notice of the dispute. If negotiation fails, the Parties agree to consider mediation as a potential method to resolve the dispute. If the Parties agree to engage in mediation, they further agree to select a mediator within thirty (30) days after their agreement to mediate and to schedule the mediation within thirty (30) more days, or at the earliest date the mediator has available thereafter. Notwithstanding the foregoing, nothing contained here shall constitute a precondition to the institution of litigation or otherwise limit the ability of a Party to bring a lawsuit to enforce its rights hereunder or the choice of remedies available to a Party, including any Party's right to seek a temporary restraining order, preliminary injunctive relief, appointment of a receiver, specific performance, or other equitable remedies or relief to which a Party may be entitled.

15. Relationship

- (a) Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint venture partners or agents, and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

16. Assignment

- (a) Neither Party may assign this Agreement to any third party without the express prior written consent of the other Party. Notwithstanding the foregoing, MotoAmerica may, if it chooses, assign this Agreement to its wholly-owned subsidiaries and may enter into licensing, sponsorship, participant, venue, broadcast and other agreements and sublicense rights hereunder with respect thereto, subject to compliance with this Agreement.

17. Entire Agreement/Modification and Related Matters

- (a) This Agreement and its exhibits constitute the entire agreement and understanding between the Parties and cancels, terminates and supersedes any and all prior written or oral agreements or understandings relating to the subject matter hereof between the Parties. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both Parties, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. This Agreement and its exhibits shall be binding upon the Parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts which together shall constitute one and the same Agreement. The Parties expressly recognize and agree that this Agreement results from a negotiation process in which each Party was represented by its own counsel and contributed to the final terms and conditions of this Agreement and, accordingly, there shall be no legal or other

presumptions against the Party drafting this Agreement concerning its construction and/or interpretation, and each Party expressly waives the right to assert such a presumption in any proceedings or disputes in any way involving, relating to and/or arising out of this Agreement. Section headings in this Agreement are for convenience only and shall have no independent substantive force and effect.

18. Jurisdiction and Governing Law

- (a) This Agreement and its exhibits shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). The Parties agree to submit to the exclusive jurisdiction and venue of the Courts of Orange County, California for any action arising out of this Agreement. In the event of litigation arising out of the enforcement of this Agreement or terms and conditions thereof, reasonable attorney's fees shall be awarded to the prevailing party.

19. Force Majeure

- (a) Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by any Force Majeure, provided that, as a condition to the claim of nonliability, the Party experiencing the difficulty shall give the other prompt written notice, with full details, following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. For purposes of this Agreement, "**Force Majeure**" shall mean act of God, fire, weather- or nature-related conditions (including, without limitation, rain, hail, sleet, snow, floods, tornados, storms, hurricanes, excessive hot or cold weather, high wind conditions, earthquakes and insect infestation), environmental contamination conditions, unavailability of transportation or access to the Event, extraordinary public security or health measures (such as martial law or quarantine of an area within or about the Event), explosions, accidents, epidemics, war, enemy action, terrorism, riot, civil disorder, strikes, slowdowns, walkouts, lockouts or other labor difficulties, any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within the affected Party's control.
- (b) Notwithstanding the foregoing, in the case of inclement weather, the Event may be run or postponed upon the mutual agreement of the MotoAmerica and Promoter or their respective representatives. Commercially reasonable efforts will be made to run the Event on the scheduled dates. If the Event is postponed, it shall, if possible, be rescheduled on the next raceable date following the originally scheduled date. The date will be mutually agreed upon between MotoAmerica and Promoter.

20. Notices

- (a) All notices and approvals required or permitted to be given hereunder shall (except as

otherwise herein provided) be in writing and be deemed duly given (i) when delivered personally or by facsimile or email (with confirmation of the transmission received by the sender), (ii) one business day after delivery to a nationally recognized overnight courier (with next day delivery specified), or (iii) three (3) business days after being sent by certified or registered U.S. Mail, return receipt requested, to the Parties at the following addresses (or such other address as a Party may specify by like notice):

If to Promoter:

County of Monterey 168
W. Alisal St. 3rd Floor
Salinas, CA 93901
Attn: Dewayne Woods

WeatherTech Raceway Laguna Seca
1021 Monterey-Salinas Highway
Salinas, CA 93908
Attn: Tim McGrane

If to MotoAmerica:

Krave Group, LLC
3186-D Airway Avenue
Costa Mesa, CA 92626
Attn: Richard Varner and Chuck Aksland
Email: rvarner@motoamerica.com & caksland@motoamerica.com

With a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246
Attn: Stokely G. Caldwell, Jr., Esq.
Email: SCaldwell@RobinsonBradshaw.com

21. Miscellaneous

- (a) *Term.* The term of the Agreement shall be from the Effective Date until the satisfactory execution of all obligations of the Parties under this Agreement, unless the provisions otherwise survive. Sections 3, 4, 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 22 and 23 shall survive the termination of this Agreement. The Parties agree to work in good faith to analyze the success of the Event and agree to consider future collaboration based on reasonable conditions and terms as the Parties shall discuss after the conclusion of the Event.
- (b) *Compliance with AMA Rules, Guidelines, Procedures, etc.* The Event shall be held in accordance with the Rule Book. In the event of an express conflict between the provisions of this Agreement and the provisions of the Rule Book or any other

procedure or guideline mandated by MotoAmerica or the AMA, the Rule Book shall govern.

- (c) *Compliance with Laws.* MotoAmerica shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event. Promoter shall comply with all local, state and federal laws and regulations applicable to the hosting of the Event.
- (d) *Disclaimer of Warranty.* MotoAmerica does not warrant, either expressly or by implication, nor is it responsible for, the financial or other success of the Event, the number or identity of vehicles or Participants in the Event, the adequacy of the services it provides, the safety of the public, the Participants, spectators, or any other person entering the Facility in connection with the Event or any other matter not expressly agreed to as expressly warranted by MotoAmerica herein.

(e) *Indemnification*

- (i) MotoAmerica agrees to indemnify, defend, and hold harmless Promoter and its affiliates, and their respective directors, members, managers, officers, agents and employees from and against any and all third-party liabilities, obligations, damages, penalties, claims, costs, charges, impositions, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) arising out of or resulting from the performance or nonperformance of MotoAmerica's obligations under this Agreement, directly or indirectly, and whether such liabilities, obligations, damages, penalties, claims, costs, charges, impositions, losses and expenses arise before, during or after the Event. This paragraph shall survive the expiration of this Agreement.
- (ii) Promoter agrees to indemnify, defend, and hold harmless MotoAmerica, its sponsors, partners, suppliers and its affiliates, and their respective directors, members, managers, officers, agents and employees from and against any and all third-party liabilities, obligations, damages, penalties, claims, costs, charges, impositions, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) arising out of or resulting from the Event or the performance or nonperformance of Promoter's obligations under this Agreement, directly or indirectly, and whether such liabilities, obligations, damages, penalties, claims, costs, charges, impositions, losses and expenses arise before, during or after the Event. This paragraph shall survive the expiration of this Agreement.
- (iii) Whenever any Party hereunder claims it has suffered or incurred or is likely to suffer or incur any Damages, or any action or proceeding is commenced or threatened, or a claim is made that could result in Damages, which is reasonably likely to give rise to a claim ("Claim") for indemnification under this Agreement, the Party seeking indemnification ("Indemnified Party") shall upon obtaining knowledge thereof, promptly notify in writing the Party against whom

indemnification is sought (“**Indemnifying Party**”) of the Claim and, when known, the facts constituting the basis of such Claim in the amount and nature of the Damages or an estimate thereof.

- A. The Indemnified Party shall give the Indemnifying Party a reasonable opportunity to participate in and to assume the defense of any such Claim at the Indemnifying Party’s own expense and with counsel of the Indemnifying Party’s own selection; provided, however, that the Indemnified Party shall at all times have the right, but not the obligation, to fully participate in the defense of the Claim and employ his own counsel at its own expense. After giving notice to the Indemnified Party of its election to assume the defense of the Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses.
- B. No Party shall compromise, settle, or consent to an entry of judgment with respect to any Claim without the prior written consent of the other interested Party unless such compromise, settlement, or consent includes an unconditional release of all other interested parties thereto from any and all liabilities on any Claims that are the subject matter hereof.
- C. Each Party hereto shall cooperate in every reasonable way with the Party assuming responsibly for the defense and disposition of any Claim, including making available to the defending Party all books, records and other material reasonably required by the defending Party for its use in defending the Claim.
- D. Neither Party shall seek or be entitled to receive any consequential damages or damages for lost profits in any Claims for indemnification under this section nor shall either Party accept payment of any order or judgment against the other Party to the extent that such award or judgment includes consequential damages or damages for lost profits.
- (f) *Limitations on Liability for Breach or Termination.* Other than in connection with required indemnity hereunder, **NEITHER PARTY SHALL SEEK OR BE ENTITLED TO RECEIVE ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECUTLATIVE, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR LOSS OF PROFITS, DATA, BUSINESS OF GOODWILL, whether such liability is based on breach of contract, tort, strict liability, breach of warranties, or otherwise.**
- (g) *Confidentiality.* Each Party acknowledges that, with respect to the following matters, which are non-public, including by way of example but not limitation: (i) any non-public technical, business or financial information, practices or documents used, provided or disclosed by either Party to the other Party, or (ii) customer and/or member lists of any kind or nature used, provided or disclosed by either Party to the other Party (collectively “**Confidential Information**”), that such Confidential Information constitutes information that is non-public and proprietary to the respective Party owning that information and may not be used by the other Party or disclosed to third parties except in connection with the performance of that Party’s duties under this

Agreement. Except for that purpose, each Party shall at all times maintain the Confidential Information in a confidential manner and shall not disclose it or use it on behalf of itself or any third party. Each Party acknowledges to the other Party that any unauthorized use or disclosure of Confidential Information could cause irreparable damage to the Party whose Confidential Information was disclosed and therefore, the Party whose Confidential Information was disclosed shall be entitled to injunctive relief prohibiting the disclosing Party or any related party from engaging in such violation, and to attorney's fees and costs for having to bring any action to enforce this provision. Notwithstanding the foregoing, MotoAmerica specifically acknowledges that this Agreement is a public record.

- (h) *Subcontracting.* The Parties agree that it may be necessary that either Party subcontract certain obligations to third parties, including, but not limited to, responsibilities for Advertising and Promotion of the Event, concession sales, signage, and the provision of security, parking, or other necessary personnel. The Parties hereby agree that such subcontracting is permitted; provided, however, that the Parties to this Agreement remain solely responsible for the actions of such subcontractors with respect to the Parties' performance or nonperformance of obligations under this Agreement.
- (i) *Change of Control.* In the event of a Change in Control of either Party, the Parties shall continue to cooperate in good faith for the successful execution and implementation of the Agreement. To the extent that a Party is unable or unwilling to perform that Party's obligations under this Agreement after the occurrence of a Change in Control, such inability or unwillingness shall be treated as a breach of this Agreement, giving to any and all remedies available to the non-breaching party under this Agreement and applicable law.
- (j) *Severability.* If any of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability, shall not affect any other provision of this Agreement, which shall be construed as if such provision had never been part of this Agreement.

22. General Cooperation

While this Agreement does not establish a partnership between MotoAmerica and Promoter, the Parties agree to go forward in the spirit of close and "proactive" cooperation of each endeavoring to enhance the commercial success of the Event and their activities, especially as both Parties have deep experience in the rich tradition of professional motorsports. Specifically, the Parties shall, by way of example but not limitation, confer regularly and meet as necessary and, unless limited by confidentiality factors, converse about goals and methodologies particularly in the areas of marketing, safety, television, customer satisfaction, sponsorship, joint venture possibilities, cross disciplinary opportunities, media, racing economics, technology and the like. Both Parties understand that on account of necessity this Agreement does not totally cover all situations that may arise between the Parties during the term of this Agreement and agree that they will work together on a reasonable basis to agree on any such necessary issues.

23. No Conflict with World Superbike and DORNA

Notwithstanding anything set forth herein, should there be any conflict in the terms and conditions of this Agreement and that certain agreement between DORNA WSBK Organization SRL and the County of Monterey (DORNA Agreement), attached hereto as Exhibit E, the terms and conditions of the DORNA Agreement shall control.

IN WITNESS WHEREOF, MotoAmerica and Promoter have caused this Agreement to be executed by their duly authorized representatives, and each of said Parties has affixed its authorized signature hereto as of the Effective Date set forth above.

COUNTY OF MONTEREY

By: _____
Dewayne Woods, Assistant Chief Administration Officer

Dated: March ____, 2019

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

By: _____
Leslie J. Girard, Chief Assistant County Counsel

KRAVE GROUP, LLC

By: _____
Wayne Rainey, President

Dated: March 25, 2019

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 4-1-19

Event Agreement Signature Page

Exhibit A
Race Classes

- (1) MotoAmerica Superbike Class
- (2) MotoAmerica SuperSport Class
- (3) Stock 1000
- (4) Twins
- (5) Junior Cup

SCHEDULE

Friday, July 12, 2019

7:50		Track System Test
8:00		FIM Track Inspection
8:30-8:50	20	Jr Cup Practice 1
9:00-9:20	20	Stock 1000 Practice
9:30-9:50	20	Supersport Practice 1
10:00-10:20	20	Twins Cup Practice 1
10:30-11:20	50	WSBK Free Practice 1
11:30-12:15	45	Superbike Qualifying Practice 1
12:15-1:10		Lunch
14:45		Track Inspection
15:00-15:50	50	WSBK Free Practice 2
16:00-16:20	20	Jr Cup Qualifying 1
16:30-16:50	20	Stock 1000 Qualifying 1
17:00-17:20	20	Twins Cup Qualifying 1

Saturday, July 13, 2019

7:50		Track System Test
8:00		FIM Track Inspection
8:30-8:50	20	Twins Cup Qualifying 2
9:00-9:20	20	WSBK Free Practice 3
9:30-9:55	25	Superbike Free Practice 3
10:05-10:25	20	Stock 1000 Qualifying 2
10:35-10:50	15	MotoAmerica Superpole
11:00-11:25	25	WSBK Superpole
11:35-12:30		Lunch
12:45		Twins Cup Race
14:00		WSBK Race 1
15:15		Superbike Race 1
16:10		Stock 1000 Race

Sunday, July 14, 2019

7:50		Track System Test
8:00		FIM Track Inspection
8:30-8:50	20	Jr Cup Qualifying 2
9:00-9:15	15	WSBK Warm Up
9:25-9:40	15	Superbike Warm Up
9:50-10:20	30	Supersport Qualifying 2
10:30		Track Inspection
11:00		Tissot Superpole Race
11:30-12:30		Lunch
12:45		Jr Cup Race
13:20		Track Inspection
14:00		WSBK Race 2
15:15		Superbike Race 2
16:10		Supersport Race

Exhibit B

Promoter's Minimum Insurance Coverage Requirements

Spectator Liability Insurance: Comprehensive General Liability form and may be either a manuscript Automobile Racing policy or a Commercial General Liability policy with endorsements that provide the amendments required to cover automobile racing events. Coverage provided must include, but shall not be limited to:

- i. Spectator/Public/Participant Bodily Injury Liability.
- ii. Participant Liability. (Includes all team members.)
- iii. Property Damage Liability.
- iv. Refreshments/Products Liability
- v. Concession, Hard Goods and Host Liquor Liability.
- vi. Personal and Advertising Injury Liability, including false arrest, detention, imprisonment or malicious prosecution, libel and slander, wrongful entry or eviction.
- vii. Mobile Equipment Liability (including without limitation, participants' motorcycles, crew vehicles and equipment, spectators' cars, etc.).
- viii. Customary track/promoter medical coverage.
- ix. Off Premises Sign Liability.
- x. Official Vehicle Physical Damage – Two Hundred Fifty (\$250.00) Dollar maximum deductible. An official vehicle is a vehicle on the racetrack premises which is allowed access into "restricted" areas.
- xi. Contractual Liability.
- xii. Workers Compensation.

Minimum Limits of Coverage:

- i. \$20 million combined single limits per occurrence for Bodily Injury and Property Damage with no aggregate limit.

Additional Insureds.

- i. Krave Group, LLC and MotoAmerica, LLC and each of their employees, members, managers, officers, directors and Officials
- ii. Sponsors (including without limitation those on Exhibit C), Riders, Corner Workers, Teams and Participants

- iii. AMA and FIMNA
- iv. All third-parties with whom MotoAmerica has contracted with respect to television broadcast and livestreaming.
- iv. Other insureds as MotoAmerica may designate.

Specifications:

- i. Such insurance shall be primary and non-contributory to any other insurance that may be available to a Party and shall contain a cross liability endorsement acceptable to MotoAmerica.
- ii. Certificates of insurance and declaration pages evidencing all required coverages must be received by MotoAmerica 30 days prior to the Event and, on MotoAmerica's request, Promoter shall promptly provide copies of actual insurance policies.
- iii. Each insurer must have a minimum of A. M. Best "A" rating
- iv. Promoter shall promptly notify MotoAmerica of the cancellation of or any other material change in any insurance coverage required hereunder.
- v. In the event that Promoter fails to timely deliver evidence of all required insurance coverages to MotoAmerica, the policies are not acceptable to MotoAmerica or Promoter fails to maintain such policies with the proper coverage throughout the Event, MotoAmerica, at its option, but at Promoter's sole expense, may obtain such insurance or MotoAmerica may terminate this Agreement immediately without further notice to Promoter and/or pursue any other remedies available to it.

Waivers: Prior to participating in any Event or gaining access to any restricted or ultra-hazardous areas, Promoter shall ensure that all Participants and others gaining such access properly execute a valid Release and Waiver of Liability and Indemnity Agreement in form and substance satisfactory to AMA, MotoAmerica and MotoAmerica's insurer. No person shall gain such access without a duly executed and valid release.

Exhibit C

Sponsors

Dunlop Motorcycle Tires
Cycle Gear
VP Racing Fuels
Liqui Moly

Exhibit D

Checklist

Track Contact

MotoAmerica Contact- Niccole Cox

Track Operations

Due 90+ Days Prior

- ☐ Provide all loops and network map to MotoAmerica
- ☐ Provide MotoAmerica with Timing/Scoring center plan as described below
- ☐ Contact MotoAmerica with any changes to loops or networking

Due 30+ Days Prior

- ☐ Confirm MotoAmerica meeting times and persons attending
- ☐ Test Loops to confirm functionality
- ☐ Confirm coax connection of house feed to pit lane, media center, race control and other agreed areas

Timing/Scoring Center

- ☐ Shared access and use of timing/scoring center starting two days before first event day beginning at 8am, and event days at 6am
- ☐ Covered area with protection from weather
- ☐ Appropriate lighting
- ☐ Adequate outlets
- ☐ MotoAmerica to utilize WSBK connections
- ☐ Uninterrupted view of the front straight at the start finish line
- ☐ access panels, conduits and cable troughs should be provided as necessary
- ☐ Seating for 5 persons
- ☐ dedicated internet lines with 50mbps download/50mbps upload time
- ☐ Two (2) televisions and must be a minimum of 36" inches per television
- ☐ Direct fiber line connection for timing and scoring, and TV compound

Track Services

- ☐ Loops placed at pit out, pit in, start finish, pit start finish, a min of 6 every 40m on the hot pit, and a min of three sectors on the racing surface
- ☐ Two network connections to Timing/Scoring from the front straight
- ☐ 110 power on hot pit lane near start finish

Paddock Services

- ☐ coax house feed connection in all garages

Track Contact

MotoAmerica Contact- Niccole Cox

Broadcast

Due 90+ Days Prior

- ☐ Provide a plan for broadcast compound and announce booths to MotoAmerica

Due 30+ Days Prior

- ☐ Confirm MotoAmerica meeting times and persons attending

Broadcast Compound

- ☐ Access and use of broadcast compound starting two days before first event day beginning at 8am, and event days at 6am
- ☐ Level and prefer paved space 100x100 ft in dimension
- ☐ As close as possible to announcement booth or majority of camera positions
- ☐ Security personnel for overnight during event
- ☐ Reasonable access to sanitary facilities
- ☐ Internet connection with min of 10mbps up and down, and three phone lines (if available)
- ☐ Direct fiber line connection for timing and scoring, and TV compound

Announce Booths

- ☐ Provide one announce booth
- ☐ Seating for 3
- ☐ Two TVs with connection to broadcast feed
- ☐ access panels and cable troughs to allow cables to enter booth for video, audio and timing

TV Booth

- ☐ Provide area with seating for 10
- ☐ covered, enclosed, and lockable

Exhibit D
DORNA Agreement