## AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into and made effective as of October (2), 2015 ("Effective Date"), by and between Ticketmaster L.L.C, a Virginia limited liability company ("Ticketmaster") and Sports Car Racing Association of the Monterey Peninsula (SCRAMP), a California 501(c)(4) Not For Profit corporation ("Principal"), with reference to the following facts:

- A. Ticketmaster L.L.C., a Delaware limited liability company and predecessor-in-interest to Ticketmaster, and Principal entered into that certain Licensed User Agreement dated as of January 1, 2005, as amended by that certain Amendment to Licensed User Agreement dated as of January 1, 2010, that certain Second Amendment to Licensed User Agreement dated as of April 1, 2011 and that certain Third Amendment to Licensed User Agreement dated as of October 11, 2013 (as amended, "Licensed User Agreement") whereby Principal authorized Ticketmaster to act as Principal's exclusive agent for the sale of all remote (e.g. at outlets, by telephone and via the internet) Tickets to attend each of the Attractions upon the terms and conditions set forth in the Licensed User Agreement.
- B. Ticketmaster and Principal hereby desire to extend the term of the Licensed User Agreement, which is currently scheduled to expire on December 31, 2015, for a period of one (1) year, and to amend the Licensed User Agreement in certain other respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the date set forth above, as follows:

- 1. <u>Defined Term(s)</u>. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Licensed User Agreement.
- 2. Extension of Term. The term of the Licensed User Agreement, as modified by this Amendment, is extended for a period of one (1) year, commencing on January 1, 2016 and expiring on December 31, 2016. Thereafter, the Term of the Licensed User Agreement shall automatically be renewed for successive one (1) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the thencurrent renewal period, of its intention not to renew the Licensed User Agreement. Each twelve (12) month period commencing on January 1 and continuing through the following December 31 shall be a "Contract Year" as such term is used herein.
- 3. Conflicting Terms. In the event a conflict arises between this Amendment and the terms and conditions of the Licensed User Agreement the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Licensed User Agreement are in full force and effect,

shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C.,	SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PININSULA (SCRAMP),
a Virginia limited liability company	a California 501(c)(4) Not For Profit Corporation
By: Claylean	By. Oripa []
Title: SVP	Title: CEQ
Date:   0.22.2015	Date: 10 20 15