

、
-

Dated _____ 2022

MOTORSPORT DIVISION OF MCLAREN AUTOMOTIVE, INCORPORATED

-and-

MCLAREN ORLANDO, LLC

MCLAREN MOTORSPORT DEALER AGREEMENT

MCLAREN MOTORSPORT DEALER AGREEMENT

DATE:

2022

BETWEEN:

- (1) **MOTORSPORT DIVISION OF MCLAREN AUTOMOTIVE, INC.**, a company incorporated in the State of Delaware, and having an office 1405 South Beltline Road, Suite 100, Coppell, Texas 75019 ("**McLaren MS**"); and
- (2) **MCLAREN ORLANDO, LLC**, a business entity licensed and authorized to do business in the State of Florida whose principal place of business is at 420 S Orange Avenue, Suite 220, Florida, Orlando 32801 (the "**MS Dealer**").

RECITALS:

Capitalized terms used in this Agreement are defined throughout and in Clause 1.1 below.

- (A) McLaren manufactures the Motorsport Vehicles (defined below).
- (B) The Motorsport Vehicles are distributed and sold only to Authorized Motorsport Dealers ("**MS Dealers**") (defined below) who agree to comply with and have been accredited by McLaren and comply with the McLaren Motorsport Operating Standards (defined below).
- (C) McLaren wishes to appoint the MS Dealer, and the MS Dealer wishes to be appointed, as an Authorized Motorsport Dealer in respect of the sale of the Motorsport Vehicles and the McLaren Motorsport Products and the provision of the Motorsport Maintenance and Repair Services, subject to the terms and conditions of this McLaren Motorsport Dealer Agreement ("**MS Dealer Agreement**" or "**MS Agreement**").
- (D) The Motorsport Vehicles and the McLaren MS Products are distributed and wholesaled by McLaren MS to Authorized MS Dealers who have entered into a MS Dealer Agreement with McLaren, and are agreeing to comply with, and complying with the Agreement and the McLaren Motorsport Operating Standards, as amended from time to time by McLaren.
- (E) This MS Dealer Agreement is made and entered into at New York, effective on the date fully executed below, for the term set forth herein, and as may be extended from time to time in writing by an authorized officer or agent of McLaren MS. By this MS Dealer Agreement, McLaren MS gives to the Dealer the non-exclusive right to sell the Motorsport Vehicles and the McLaren MS Products and provide the Motorsport Maintenance and Repair Services in the United States.
- (F) This Dealer Agreement, together with the Schedules attached hereto, which are incorporated by this reference, and together with the Motorsport Policies and Procedures applicable to Motorsport Vehicles, sets forth the rights and obligations of MS Dealer and McLaren MS with respect to current and potential customers and each other.

IT IS AGREED that the above Recitals are incorporated herein, and as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this MS Agreement:

"AOR" means the geographic area of responsibility used by McLaren MS as part of its evaluation MS Dealer's performance of its primary obligations hereunder. The AOR may be modified by McLaren MS from time to time, in its sole discretion. MS Dealer has no proprietary interest in the AOR or any portion thereof, and such AOR is not exclusive to MS Dealer. By implementing and/or modifying such AOR from time to time, MS McLaren does not intend to assign, enlarge or otherwise modify any statutorily-

defined relevant market area or other geographic area in which Dealer may have rights pursuant to applicable law;

"Approved Service Representative" means a person in Orlando which has been appointed by McLaren MS to provide maintenance and repair services in relation to the Motorsport Vehicles and to distribute and sell Spare Parts for the Motorsport Vehicles, within McLaren MS's authorized service representative network;

"Associated Company" means, in relation to a person, a company or other entity which is a holding company or a subsidiary or a subsidiary of any such holding company of that person;

"Authorization" has the meaning given to it in Clause 9.13;

"Authorized Location" means the location(s) approved by McLaren MS for the purpose of conducting MS Dealership Operations, as set forth in Schedule 1;

"Authorized Motorsport Dealer" means a MS Dealer Entity which has entered into and has received a fully-executed MS Dealer Agreement from McLaren MS, by the terms of which it has been appointed by McLaren MS to sell at retail the Motorsport Vehicles, McLaren MS Products and the MS Merchandise and to perform the Motorsport Maintenance and Repair Services in the United States, as part of McLaren MS's authorized dealer network, for which time the MS Dealer Agreement remains in full force and effect;

"Business Day" means any day (other than a Saturday or Sunday) on which banks generally are open in Texas and in the City of London for the transaction of normal banking business. All other references to "day" shall mean a calendar day;

"Business Plan" means the business plan for the applicable Year setting out the MS Dealer's financial plan, organizational plan and marketing and customer relations management plan for the Motorsport Vehicles, the McLaren MS Products and the Motorsport Maintenance and Repair Services, the information required by Clause 12.1 and such other matters as McLaren may specify are to be achieved by the Dealer in connection with this Agreement in such Year;

"Commencement Date" means the date of this McLaren MS Dealer Agreement;

"Competing Spare Parts" means spare parts or replacement parts for the Motorsport Vehicles manufactured or supplied by companies other than those which manufacture or supply the MS Spare Parts;

"Confidential Information" means, in relation to either party, information (whether in tangible or intangible form) belonging or relating to that party, its Associated Companies, its or their business, clients, customers, business plans, affairs or activities, which information is confidential to that party, its Associated Companies, its or their clients or customers (as the case may be), including trade secrets, technical and business information relating to that party and/or its Associated Companies, business plans or dealings, financial information or plans, any document marked "Confidential", or any information which the recipient party has been informed is confidential or which it might reasonably expect the other party would regard as confidential;

"Control" means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person;

- (a) by means of the holding of shares (which for these purposes shall include the direct or indirect ownership of twenty five per cent (25%) or more of the voting share capital), or the exercise of voting power, in or in relation to that or any other body corporate;
- (b) by virtue of any powers conferred by the constitutional or corporate documents, regulating that or any other body corporate, or any other document; or
- (c) by contract,

and a **"Change of Control"**, in relation to that body corporate, occurs if a person who Controls it ceases to do so or if another person acquires Control of it;

"Dealer Entity" means the business entity owning MS Dealer, within the Control of those individuals defined as Dealer Owners;

"Dealer Owners" means the individual owner(s) of Dealer (and/or of any entity which owns Dealer) identified in Schedule 3 and upon whose personal services McLaren relies in entering into the Dealer Agreement;

"Dealer Principal" means the Dealer Owner identified in Schedule 3 who shall have ultimate operational control of Dealer and shall have final authority (subject to the oversight of the board of directors) to decide any dealership matters, including those within the authority of the MS Dealership Manager;

"Execution Date" means the date this Agreement is executed by both parties;

"Flooring" means the unrestricted and exclusive wholesale line of credit required to be maintained by MS Dealer with a financial institution recognized and deemed acceptable by McLaren MS, and in a minimum amount specified by McLaren MS from time to time, in order to purchase and maintain MS Dealer's required McLaren Motorsport Vehicle inventory;

"General Manager" means the principal manager of Dealer identified in Schedule 3 and upon whose personal services McLaren relied in entering into the Dealer Agreement and upon which McLaren continues to rely to conduct Dealership Operations. The General Manager is the person authorized by the Dealer Owner(s) to run the day-to-day Dealership Operations and to enter into ordinary course transactions on behalf of Dealer, e.g., the placement of orders for Motorsport Vehicles and other McLaren Products;

"Incapacity or Incapacitated" means that an individual is not, in McLaren MS's view, able, due to physical or mental impairment, to perform his/her normal duties and to exercise full managerial authority pursuant to this MS Dealer Agreement for an extended or indefinite period of time;

"IPR" means all patents, copyright, design rights, registered designs, trademarks, service marks (registered and unregistered), know how, rights in relation to databases, rights in Confidential Information and all other intellectual property rights throughout the world including all registrations and pending applications for such registrations and all revisions, extensions and renewals of any such rights;

"LIBOR" means the London Interbank Offered Rate;

"McLaren's Corporate Identity Policy" means the document of that name produced and circulated by or on behalf of McLaren MS, as amended from time to time;

"McLaren's MS IPR" means all IPR owned by or licensed to McLaren MS or its Associated Companies (but, for the avoidance of doubt, shall exclude McLaren Racing's IPR);

"McLaren Motorsport After Sales Operating Standards" means the motorsport after sales operating standards, which are part of the Policies and Procedures, as amended by or on behalf of McLaren from time to time;

"McLaren Motorsport Operating Standards" means the motorsport operating standards, including but not limited to the McLaren Motorsport After Sales Operating Standards, which are part of the Policies and Procedures, as amended by McLaren from time to time;

"McLaren MS Nominated Spare Parts Provider" means a supplier of MS Spare Parts nominated by McLaren MS, as notified to the Dealer by McLaren in writing from time to time (and for the avoidance of doubt, the parties acknowledge that there may be more than one McLaren MS Nominated Spare Parts Provider);

"McLaren MS Products" means the Motorsport Merchandise and the MS Spare Parts;

"McLaren Racing's IPR" means all IPR owned by or licensed to McLaren Racing Limited or its Associated Companies;

"McLaren Works" has the meaning given to it in Clause 6.6;

"Motorsport Maintenance and Repair Services" means repair and maintenance services performed on the Motorsport Vehicles including servicing, Motorsport Vehicle recall works and paint and body repairs;

"Motorsport Vehicle" means the new motorsport vehicles manufactured by McLaren during the term of this McLaren M Dealer Agreement as notified by McLaren MS to the MS Dealer from time to time including any technical accessory which is affixed to the Motorsport Vehicle or fitted ex works to the Motorsport Vehicle as a component with the prior written consent of McLaren MS but excluding any road car produced by McLaren or any McLaren Associated Company;

"MS Dealer Agreement" means this McLaren MS Dealer Agreement, Schedules and attachments, which are incorporated herein by reference;

"MS Dealership Operations" means all functions and operations contemplated by the MS Dealer Agreement. These operations include, but are not limited to, the promotion, display, sale and service of the Motorsport Vehicles and the McLaren MS Products, the use and any other activities undertaken by Dealer related to Motorsport Vehicles and McLaren Products, including rental and leasing operations, used car sales and body shop operations, the Motorsport Maintenance and Repair Services and finance and insurance operations, whether conducted directly or indirectly by MS Dealer;

"MS Product" has the meaning given to it in Clause 26.4;

"MS Spare Parts" means spare parts and replacement parts for the Motorsport Vehicles manufactured by or on behalf of McLaren from time to time (including the Nominated Products), in accordance with the specifications and production requirements of and provided by McLaren and supplied either by McLaren or by the McLaren Nominated Spare Parts Provider(s);

"Nominated Product(s)" has the meaning given to it in Clause 9.8;

"Ownership Interest or Assets" means the ownership interest of any Dealer Owner or the tangible and intangible assets customarily associated in the automobile industry in the United States with the conduct of Dealership Operations by a Dealer;

"Paint and Body Repairs Provider" has the meaning given to it in Clause 17.2;

"Paint and Body Repair Works" has the meaning given to it in Clause 17.1;

"Policies and Procedures" means the policies and procedures applicable to Motorsport Vehicles prepared by McLaren in its sole discretion based upon McLaren's evaluation of the Dealer's business, McLaren's business, the McLaren dealer body, and the marketplace, and which may be established, distributed and/or amended by McLaren from time to time;

"Premises" means the facilities provided by Dealer at its Authorized Location for the conduct of MS Dealership Operations, as detailed in Schedule 1 and as approved by McLaren;

"Related Party" means any business entity or individual which owns an interest in Dealer or in any owner of Dealer;

"Road Car Dealer Agreement" means the McLaren Dealer Sales and Service Agreement dated 11 December 2019 between: (1) McLaren Automotive Inc., a company incorporated in the State of Delaware whose registered office is at 1405 South Bellline Road, Suite 100, Coppell, Texas 75019 ("**McLaren**") and (2) McLaren Orlando, LLC, a company incorporated in Florida whose principal place of business is at 420 S Orange Avenue, Suite 220, Florida, Orlando 32801;

"Road Car Dealer" means McLaren Orlando, LLC;

"Schedule(s)" means the attachment(s) appended to the Dealer Agreement and issued to Dealer by McLaren from time to time which specifies certain information relevant to the Dealer Agreement. McLaren reserves the right to issue new, superseding Schedules to the Dealer Agreement at any time; and

"Year" means any period of twelve (12) months from 1 January to 31 December inclusive, save in respect of the first Year which shall be the period from the Commencement Date until 31 December 2022.

1.2 MEANING OF REFERENCES

In this Agreement (except where the context otherwise requires):

- (a) clause and paragraph headings and any table of contents are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a "party" or "parties" is to a party or parties to this Agreement and also includes a reference to that party's successors, transferees and permitted assigns;
- (c) any reference to a recital, clause, schedule or appendix is to the relevant recital, clause, schedule or appendix to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears;
- (d) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (e) any reference to a person shall include any individual, firm, body corporate, association, joint venture, partnership, government, state or agency of state, in each case whether or not having a separate legal personality. Reference to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- (f) any reference to federal, state or local regulations, ordinances, statutes, statutory provisions, statutory instruments or enactments shall include references to any consolidation, re-enactment, modification or replacement of the same from time to time and to any subordinate legislation or rules made under the same;
- (g) any reference to an agreement or other document or any provisions thereof is a reference thereto as it is in force for the time being and from time to time as amended, supplemented, novated, or replaced;
- (h) any reference to an American legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than the United States, be deemed to include a reference to any similar or comparable action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing which approximates in that jurisdiction to the American legal term;
- (i) any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form but, for the avoidance of doubt, shall not include e-mail (except e-mails sent to or received from the President, Executive Director – Global Sales & Marketing and the Executive Director – Commercial & Legal); and
- (j) except where expressly stated otherwise, in the event of any inconsistency between the provisions of any Schedule hereto and the provisions of the main body of this MS Agreement, the latter shall prevail to the extent of the inconsistency.

1.3 MS DEALER REPRESENTATIONS AND WARRANTIES

The MS Dealer warrants and represents that:

- (a) none of the information it has provided, nor any of the representations it has made, to McLaren MS as part of the MS Dealer application process is false or misleading and that no information which it provides to McLaren by way of update to such information or otherwise during the term of this Agreement will be false or misleading, as McLaren has relied on such information in entering into or in continuing the relationship with the Dealer; and
- (b) it has not suffered any of the events described in Clause 25.2(c) in the period of five (5) years prior to the Execution Date.

1.4 GENERAL WARRANTY

Each of the parties warrants and represents that as at the Execution Date and throughout the term of this MS Agreement, it has and shall maintain full power and authority to enter into and perform this MS Agreement (except as otherwise provided in this MS Agreement), and that its entry into and performance of this MS Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.

2. MANAGEMENT OF MS DEALER OPERATIONS

- 2.1 The MS Dealer represents, and McLaren MS enters into this MS Dealer Agreement in reliance upon such representation, that the person designated as the General Manager in Schedule 3 appended hereto exercises the functions of General Manager, has a full-time but not necessarily exclusive commitment to the promotion, sale and servicing of the Motorsport Vehicles and the McLaren MS Products and to provide the Motorsport Maintenance and Repair Services and to ensure the satisfaction of McLaren MS customers, and is in complete charge of the day-to-day MS Dealership Operations with authority to make all decisions regarding ordinary course transactions on behalf of the MS Dealer with respect to MS Dealership Operations. McLaren MS further enters into this MS Dealer Agreement upon the representation that the person designated as the Dealer Principal in Schedule 3 appended hereto shall have ultimate control of the MS Dealership Operations and shall have final authority to decide any MS Dealer-related matters not within the authority of the General Manager. McLaren MS further enters into this MS Dealer Agreement upon the representation that the person designated as the Exclusive Sales Specialist in Schedule 3 appended hereto shall have a full-time commitment to the promotion, sale and servicing of the Motorsport Vehicles and the McLaren MS Products.
- 2.2 The General Manager shall be easily accessible to McLaren MS personnel at the Dealership Premises, as needed. The Dealer Principal shall be accessible to McLaren MS personnel as reasonably necessary to decide matters not within the scope of authority of the General Manager.

3. CHANGES IN OWNERSHIP AND MANAGEMENT

- 3.1 This is a personal services agreement, entered into by McLaren MS in reliance upon the representations made by the MS Dealer, including assurances of the active involvement of the Dealer Principal and General Manager named in the Schedules attached hereto.
- 3.2 There shall be no voluntary change, direct or indirect, in the legal or beneficial ownership of the MS Dealer, Dealer Principal or of the Dealer Owners, as specified in Schedule 3 without the prior written approval of McLaren MS, which McLaren MS may withhold in its sole discretion. The McLaren MS Dealer's assets may not be sold separate and apart from a McLaren Road Car dealership assets. Even when a transfer of ownership of both the McLaren Road Car dealership assets are proposed to be sold with the McLaren MS

dealership assets, the sale of both Road Car and Motorsport dealership assets may not be approved by McLaren MS, in its sole discretion.

The MS Dealer agrees to give McLaren MS prior written notice of any proposed change in any of the above-referenced persons/individuals, or of a complete change of ownership proposal, and to provide applications, copies of all agreements between the MS Dealer and the proposed buyer, and any other documents and information requested by McLaren MS. McLaren MS shall not, unless required by applicable law, be bound by any deadline or other closing date for the transaction agreed upon the Dealer and the proposed buyer in order to complete its review. Upon an approved change in either the majority ownership of the Dealer or an approved complete ownership change, the MS Dealer shall execute a new MS Dealer Agreement in a form then in use by McLaren MS, subject to McLaren MS's Policies and Procedures. McLaren MS shall not be obliged to approve a change in majority ownership of the MS Dealer unless, in addition to all other requirements of McLaren MS, the proposed buyer shall agree to meet all obligations of the MS Dealer to McLaren MS, and the Dealer shall have paid all outstanding debts and other amounts due to McLaren MS, regardless of any payments or other offsets the MS Dealer may feel it is entitled to from McLaren MS.

- 3.3 The MS Dealer shall be continually staffed, to the fullest extent possible, with a General Manager approved by McLaren MS. The initial General Manager has been approved by McLaren MS and is designated in Schedule 3. In the event of the resignation or termination of the General Manager for any reason, McLaren MS shall be notified immediately. An interim or non-interim replacement General Manager shall be designated by the MS Dealer as soon as may be reasonably practicable under the circumstances but, in any event, not later than ninety (90) days after the date of termination or resignation unless otherwise agreed in writing by McLaren MS acting reasonably. McLaren MS shall be notified immediately of the designation of any interim or non-interim General Manager. Any interim or non-interim General Manager designated by the MS Dealer may serve as General Manager until the MS Dealer receives notice of disapproval by McLaren MS, which McLaren MS may give at any time, but such disapproval shall not be unreasonable. Upon receipt of notice of such disapproval, an alternative interim or non-interim replacement General Manager shall be designated by the MS Dealer as soon as may be reasonably practicable under the circumstances. Any notice required by this section shall be in writing or by any electronic means which will produce a printed record.

4. APPOINTMENT

- 4.1 With effect from the Commencement Date, McLaren MS hereby appoints the MS Dealer as an Authorized Motorsport Dealer and grants the MS Dealer the right to market, promote, distribute and sell the Motorsport Vehicles and the McLaren MS Products and to provide the Motorsport Maintenance and Repair Services at the Authorized Location for the duration of this MS Agreement, subject to the terms and conditions of this MS Agreement. The MS Dealer accepts such appointment and understands that its appointment as an Authorized Motorsport Dealer (i) does not grant it an exclusive right to sell the Motorsport Vehicles and/or McLaren Products in its AOR or in any other geographic area; and (ii) does not grant it the right to buy and resell vehicles not listed in Schedule 2, or other products that are not McLaren Products.
- 4.2 The Dealer shall purchase the Motorsport Vehicles and the Spare Parts only from McLaren MS, McLaren's Associated Companies, the McLaren Nominated Spare Parts Provider(s), McLaren's authorized agents and other Authorized Motorsport Dealers.
- 4.3 The MS Dealer shall sell and supply Motorsport Vehicles only to buyers who reside in the United States and who, to MS Dealer's knowledge after completion of reasonable due diligence, intend to register, operate and maintain their Motorsport Vehicles in the United States, or to other Authorized Motorsport Dealers located in the United States. The Dealer shall sell and supply Spare Parts only to or for the benefit of owners who are located in the United States and who, to MS Dealer's knowledge after completion of

reasonable due diligence, are purchasing for the purpose of the operation and maintenance their Motorsport Vehicles in the United States, or to other Authorized Motorsport Dealers located in the United States. Sales in violation of this Clause 4.3 shall not be eligible for and shall disqualify the MS Dealer from receiving credit for incentives, bonuses or variable allocations which may be offered from time to time.

- 4.4 The MS Dealer shall undertake, on behalf of end users purchasing Motorsport Vehicles, to complete any required registration process for off-road vehicles with the applicable Department of Motor Vehicles or other appropriate state agency, of all Motorsport Vehicles sold or leased at retail, either in the state of the MS Dealer's Authorized Location or in the state in the United States where the residence of the end user is located. The MS Dealer may obtain proof of the state of residency of the end user either from the end user or from his or her authorized agent or representative.
- 4.5 The MS Dealer shall use its best efforts in conjunction with any sale to a leasing company or other lessor to ensure that, to the MS Dealer's knowledge having completed reasonable due diligence, the Motorsport Vehicle will be registered to the leasing company or other lessor with an appropriate state agency in the United States and leased to or for the benefit of an end user who is a resident of the United States, and will not be resold by the leasing company or other lessor to any person or entity as a new vehicle or for export outside the United States. Sales in violation of this Clause 4.5 shall not be eligible for and shall disqualify the Dealer from credit incentives, bonuses or variable allocations which may be offered from time to time.
- 4.6 Upon receipt of a written request from McLaren MS where McLaren MS reasonably suspects that the MS Dealer has not complied with its obligations under Clause 4.5, the MS Dealer shall promptly provide McLaren MS with written evidence demonstrating that it has complied with its obligations under Clause 4.5 and carried out sufficient due diligence on any leasing company to which it has sold Motorsport Vehicles to ensure compliance by such leasing company of the requirements of Clause 4.5. McLaren MS and its authorized representatives shall have the right to audit the MS Dealer's customer information and to conduct audits and/ or inspections of the Dealer to enable McLaren MS to verify that the MS Dealer is in full compliance with its obligations under this Clause and the Dealer shall comply with all requests of McLaren (and/or its authorized representatives) during any such audit or inspection. McLaren MS shall be entitled on giving forty- eight (48) hours prior notice to have access to the Dealer's business records and the Premises in order to carry out any such audit or inspection. McLaren MS shall have the authority to charge the MS Dealer for any incentives, bonuses or other payments determined not to have been earned by the MS Dealer, as a result of such audit.
- 4.7 The MS Dealer shall not sell any Motorsport Vehicle to an end customer who it reasonably suspects (or should reasonably suspect), after completing reasonable due diligence, is likely to resell the Motorsport Vehicle as a new Motorsport Vehicle;
- 4.8 Without the prior written permission of an officer of McLaren MS, the MS Dealer is not entitled to entrust or sublet to a third party the sale or supply of the Motorsport Vehicles and/or the McLaren MS Products or the provision of the Motorsport Maintenance and Repair Services or the right to act as agent for the MS Dealer in the sale of the Motorsport Vehicles and/or the McLaren MS Products and/or the performance of the Motorsport Maintenance and Repair Services or to conclude agreements in this respect in the MS Dealer's name.
- 4.9 The MS Dealer shall notify McLaren MS immediately in writing of any trading in the Motorsport Vehicles and/or other McLaren Products in the United States which comes to the Dealer's attention and which is carried on by a person who is not an Authorized Motorsport Dealer.

- 4.10 No unapproved accessory, including any accessory with any brand identification marking, shall be affixed to a Motorsport Vehicle prior to retail sale without the prior written consent of McLaren MS.

5. MOTORSport MAINTENANCE AND REPAIR SERVICES

- 5.1 The MS Dealer shall perform the Motorsport Maintenance and Repair Services in accordance with the McLaren MS Motorsport After Sales Operating Standards, and other applicable Policies and Procedures.
- 5.2 The MS Dealer shall keep and maintain at all times during the term of this Agreement such equipment (including equipment manufactured by or on behalf of McLaren MS) as is required by the McLaren MS Motorsport After Sales Operating Standards and is otherwise appropriate to enable the MS Dealer to perform the Motorsport Maintenance and Repair Services to the standard required by this Agreement. All such equipment must be owned or exclusively leased by the MS Dealer, appropriately and securely stored and be constantly available for use by the MS Dealer.

6. SPARE PARTS

- 6.1 The MS Dealer undertakes to maintain at the Premises at least the minimum stock of spare parts and/or replacement parts (either Spare Parts or Competing Spare Parts that comply with the provisions of Clause 6.4) as is required by the McLaren MS Motorsport After Sales Operating Standards.
- 6.2 The MS Dealer shall ensure that Spare Parts purchased by it are properly and securely stored and maintained and that, in any event, the minimum quality standards set out by McLaren MS in the McLaren MS Motorsport After Sales Operating Standards are complied with this in this respect.
- 6.3 Each Year, the MS Dealer shall purchase the Spare Parts and replacement parts for the Motorsport Vehicles required in order to meet its warranty obligations to end-customers in the form of Spare Parts from the McLaren MS Nominated Spare Parts Provider(s) and/or other Approved Service Representatives.
- 6.4 The MS Dealer shall not use, without the prior written consent of McLaren MS, Competing Spare Parts in performing the Motorsport Maintenance and Repair Services unless such Competing Spare Parts in all ways match the quality and specification, including in respect of their compatibility, performance, reliability and durability, of the Spare Parts and of the components of the Motorsport Vehicles in which such Competing Spare Parts will be installed. McLaren MS may request at any time that the MS Dealer provide evidence satisfactory to McLaren MS (acting reasonably) that such Competing Spare Parts match the quality and specification, including in respect of their compatibility, performance, reliability and durability, of the Spare Parts and of the Motorsport Vehicles in which such Competing Spare Parts will be installed. The provision of such certificate(s) to McLaren MS shall not prejudice any of McLaren MS's rights hereunder (including its right to be indemnified pursuant to Clause 9.31).
- 6.5 Notwithstanding the fact that the MS Dealer may hold a certificate from the manufacturer(s) of Competing Spare Parts pursuant to Clause 6.4, the MS Dealer shall immediately cease to purchase, use, sell or otherwise deal in any Competing Spare Parts if it is determined by McLaren MS that such Competing Spare Parts do not match the quality of the Spare Parts and/or the quality of the components of the Motorsport Vehicles in which such Competing Spare Parts have been or will be installed, and McLaren MS has notified the MS Dealer in writing of this determination.
- 6.6 Unless specifically instructed in writing by McLaren MS to the contrary, the MS Dealer shall use only Spare Parts (purchased from the McLaren MS Nominated Spare Parts Provider(s) and/or other Approved Service Representatives) and Nominated Products when carrying out any works in connection with Motorsport Vehicle recall works or workshop campaigns in connection with the Motorsport Vehicles and/or any other works

paid for by or on behalf of McLaren MS, one of its Associated Companies or the McLaren MS Nominated Spare Parts Provider(s) ("**McLaren MS Works**"). All parts removed from a Motorsport Vehicle when carrying out the McLaren MS Works shall immediately become the property of McLaren MS, shall be stored separately by the MS Dealer from the Spare Parts and any other spare parts and replacement parts and shall be returned to McLaren MS in accordance with the procedure prescribed by McLaren MS from time to time.

- 6.7 The MS Dealer shall make customers aware through appropriate advertising and by means of a prominent notice displayed at the Premises that it carries stocks of Spare Parts and that the MS Dealer can use Spare Parts for the Motorsport Maintenance and Repair Services. This obligation shall not restrict the right of the MS Dealer to advertise Competing Spare Parts in the manner that the MS Dealer considers appropriate, so long as such advertisement is not disparaging of the Spare Parts, in the opinion of McLaren MS.
- 6.8 The MS Dealer shall inform each customer as regards the identity and origin of any spare parts or replacement parts (whether they be Spare Parts or Competing Spare Parts) used by the MS Dealer in performing the Motorsport Maintenance and Repair Services on such customer's Motorsport Vehicle. This information shall also be set out on the documents generated by the MS Dealer in connection with such Motorsport Maintenance and Repair Services (including invoices).

7. EXPORT OF VEHICLES AND MCLAREN MS PRODUCTS PROHIBITED

- 7.1 The MS Dealer is authorized to sell the Motorsport Vehicles and the McLaren MS Products and to provide the Motorsport Maintenance and Repair Services only to customers residing in the United States of America. The MS Dealer shall not knowingly offer the Motorsport Vehicles and/or McLaren MS Products for sale or solicit sales of McLaren MS Products or provide the Motorsport Maintenance and Repair Services anywhere outside the United States or sell any Motorsport Vehicle and/or McLaren MS Product outside the United States without McLaren MS's prior written consent (which shall be given only in McLaren MS's sole discretion), and agrees to comply with any export policy established by McLaren MS. Further, the sale of Spare Parts for the purpose of fitting to products of other manufacturers is prohibited.
- 7.2 The MS Dealer shall not sell any Motorsport Vehicle to any person who the MS Dealer, after completing reasonable due diligence, knows or has reason to believe will export the Motorsport Vehicle outside the United States.

8. AREA OF RESPONSIBILITY ("AOR")

- 8.1 McLaren MS may from time to time assign to the MS Dealer, for performance measurement purposes only, a geographic area called an AOR. The MS Dealer understands and agrees that, while it has responsibility for the promotion and retail sale and servicing of the Motorsport Vehicles and McLaren MS Products within the AOR which it is assigned, MS Dealer has no territorial exclusivity to and no proprietary right in, the AOR. Further, McLaren MS reserves the right, at any time, to modify or eliminate the AOR assigned to MS Dealer, and, based upon criteria in McLaren MS's sole discretion, to appoint or relocate other authorized MS Dealers of Motorsport Vehicles and McLaren MS Products into the AOR assigned to the MS Dealer or at any other location, subject only to applicable law. McLaren MS will, upon the MS Dealer's written request, provide the MS Dealer with a description of its then-current AOR.

9. OBLIGATIONS AND UNDERTAKINGS OF THE MS DEALER

The MS Dealer shall, during the term of this Agreement, at its own expense (except where expressly stated otherwise below):

- 9.1 maintain the highest standards of quality and skill in relation to the sale of the Motorsport Vehicles, the McLaren MS Products and the Nominated Products, the performance of the Motorsport Maintenance and Repair Services and its business operations;
- 9.2 vigorously promote sales of the Motorsport Vehicles and the mutual business interests of McLaren MS and the MS Dealer, and in doing so shall ensure compliance at all times with the requirements of Clause 9.4;
- 9.3 use best endeavors to promote sales of the McLaren MS Products and Nominated Products and the mutual business interests of McLaren MS and the MS Dealer and in doing so shall ensure compliance at all times with the requirements of Clause 9.4;
- 9.4 comply with the McLaren MS Motorsport Operating Standards and McLaren MS's Corporate Identity Policy in all respects and all other Policies and Procedures issued by McLaren MS or its Associated Companies to the MS Dealer from time to time;
- 9.5 without prejudice to Clause 9.1, perform the Motorsport Maintenance and Repair Services in a competent and professional manner and with all reasonable speed, skill and care, strictly in accordance with the terms of this Agreement and all other Policies and Procedures issued by McLaren MS or its Associated Companies to the MS Dealer from time to time;
- 9.6 enter into and remain party to an agreement with each of the McLaren MS Nominated Spare Parts Providers for the supply of Spare Parts to the MS Dealer;
- 9.7 apply such time, attention, resources, trained personnel and skill as may be reasonably necessary or appropriate for the due and proper performance of its obligations under this Agreement;
- 9.8 where expressly notified by McLaren MS in writing from time to time, purchase from McLaren MS's nominated provider in order to sell to its customers such brands and specifications of engine oil, gear oil, antifreeze, screen wash, tires and other similar products ("**Nominated Products**") as are identified by McLaren MS in its notification. For the avoidance of doubt, this provision shall not apply to Spare Parts. Where the MS Dealer receives a notification from McLaren MS pursuant to this Clause 9.8:
 - the contract for the sale of the Nominated Product(s) shall be between the MS Dealer and, at McLaren MS's sole discretion, either McLaren MS or a McLaren MS Nominated Spare Parts Provider or McLaren MS's provider of Nominated Products (acting as principal in its own right and not as agent for McLaren MS) and shall be subject to such terms and conditions as either McLaren MS or the nominated provider (as applicable) shall specify;
 - the MS Dealer shall not sell or use in connection with warranty repairs, McLaren MS Works or any other repairs to be paid for by McLaren MS, any product which competes with any of the Nominated Products, unless approved in advance by McLaren MS. Use of any competing product in the Motorsport Maintenance and Repair Services must be of like grade and quality to the Nominated Products, and such use in non-warranty repairs must be disclosed in writing and consented to by the customer, and non-coverage by McLaren MS's warranties must also be disclosed in writing;
 - the MS Dealer shall display and advertise the Nominated Products at its Premises in accordance with McLaren MS's requirements from time to time and participate in such promotional activities relating to the Nominated Products as McLaren MS may require from time to time; and
 - the MS Dealer shall recommend the Nominated Products to its customers where a recommendation is sought by such customers;
- 9.9 not sell or supply, either directly or indirectly, the Motorsport Vehicles or the McLaren MS Products for the purpose of resale to any reseller who is not an Authorized Motorsport

MS Dealer and, in the case of McLaren MS Products, an Approved Motorsport Service Representative;

- 9.10 maintain sufficiently trained personnel at the Premises who are competent and suitable in every respect (whether as to qualifications, experience or otherwise) and ensure that such personnel attend or take part in such conferences, seminars, training courses and technical courses at the MS Dealer's expense, as may reasonably be required by the McLaren MS Motorsport Operating Standards or otherwise by McLaren MS from time to time. McLaren MS may require the MS Dealer to have a reasonable number, which McLaren MS may determine from time to time, of personnel dedicated exclusively to promotion and sale of Motorsport Vehicles and/or sale of McLaren MS Products and the performance of Motorsport Maintenance and Repair Services. Upon receipt of notice of such requirement, the MS Dealer shall meet that personnel requirement as soon as may be reasonably practicable under the circumstances. Any notice required by this section shall be in writing or by any electronic means which will produce a printed record;
- 9.11 ensure that all employees involved in the sale of Motorsport Vehicles and/or McLaren MS Products and/or the performance of the Motorsport Maintenance and Repair Services are fully familiar with the Motorsport Vehicles, McLaren MS Products and the associated Merchandise, Spare Parts, the Nominated Products, sales materials, systems and guidelines, as well as related marketing, communications and working methods, and are able to apply this knowledge;
- 9.12 comply at all times with all applicable state and federal laws and regulations relating to the importation (to the extent to which they apply to the MS Dealer), storage, safety, marketing, distribution and sale of the Motorsport Vehicles, the McLaren MS Products and the Nominated Products and the performance of the Motorsport Maintenance and Repair Services, keep McLaren MS informed as to all requirements or proposals to amend such laws and/or regulations of which the MS Dealer becomes aware and not do or permit anything to be done which might cause or otherwise result in a breach by McLaren MS or its Associated Companies of the same;
- 9.13 without limitation to Clause 9.12, be and remain solely responsible for obtaining in its own name and thereafter maintaining all consents, permits, licenses, approvals, registrations and authorizations (collectively "**Authorizations**") required by applicable laws and/or regulations for the importation, storage, marketing, distribution and sale of the Motorsport Vehicles, the McLaren MS Products and the Nominated Products and the performance of the Repair and Maintenance Services, in relation to the Premises (including the construction and fitting out thereof) and otherwise in connection with the MS Dealer's obligations under this Agreement, and keep McLaren MS advised with respect to the status of all such Authorizations, and inform McLaren MS, forthwith upon becoming aware of the same, of any Authorizations required to be obtained by McLaren MS for the purposes of fulfilling its obligations under this Agreement and use its best endeavors to assist McLaren MS in obtaining any such Authorizations;
- 9.14 without limitation to Clause 9.12 or 9.13, comply with the provisions of all applicable privacy and data protection laws and comply at all times with McLaren MS's Policies and Procedures on this subject, as notified to the MS Dealer from time to time. The MS Dealer accepts that, to the extent that the performance of its obligations under this Agreement involves or necessitates the processing of personal data for or on behalf of McLaren MS: (i) the MS Dealer shall act only on instructions and directions from McLaren MS; and (ii) the MS Dealer shall implement all reasonable and technical and organizational security measures to preserve the security and confidentiality of any personal data to which it has access hereunder and to protect any such personal data against unauthorized or unlawful processing, accidental loss, damage or destruction. The MS Dealer warrants that all personal data supplied to McLaren MS for processing is supplied with the consent of the affected person or data subject, and that the MS Dealer has notified all such persons or data subjects of the nature and extent of the processing to be undertaken by McLaren MS in respect of their personal information and data;

- 9.15 without limitation to Clause 9.12, ensure that it is familiar, and complies in all respects, with the anti-bribery and corruption laws of the United States, as well as any other applicable anti-bribery or corruption laws and with McLaren MS's anti-corruption Policies and Procedures as it is notified from time to time. In particular, the MS Dealer agrees that it shall not offer, promise or give any financial or other advantage to any person for the purposes of inducing any person to behave in an improper or illegal manner, or to reward the person for behaving in such a manner, or to a foreign or domestic public official for the purposes of influencing such official's conduct. The MS Dealer shall not request, agree to receive or accept any financial or other advantage from any person as an incentive to behave, or as a reward for behaving, in an improper or illegal manner. The MS Dealer shall provide to McLaren MS such information and take any other steps that McLaren MS considers reasonably necessary in order to monitor and ensure the MS Dealer's compliance with its obligations under this Clause 9.15;
- 9.16 in all dealings relating to the Motorsport Vehicles, the McLaren MS Products and the Nominated Products the performance of the Motorsport Maintenance and Repair Services, and any other actions, whether taken pursuant to this Agreement or not, clearly indicate that it is acting as a principal and independent business on its own account and not hold itself out to be the agent, employee or joint venturer of McLaren MS or incur any contractual or other liability on behalf of McLaren MS;
- 9.17 not make any warranty, representation or other promise on McLaren MS's behalf concerning the Motorsport Vehicles, the McLaren MS Products or the Nominated Products except as approved in writing by McLaren MS;
- 9.18 ensure that any Motorsport Vehicles, Spare Parts and MS Merchandise sold by the MS Dealer and any Motorsport Maintenance and Repair Services performed by the MS Dealer pursuant to this Agreement are fully in accordance with McLaren MS's specifications and quality standards;
- 9.19 not use McLaren MS's IPR on store signs or in marketing, promotional or advertising materials (such as invoices, order forms, stationery or telephone or other directory listings) or otherwise in connection with the sale of the Motorsport Vehicles and/or the McLaren MS Products and/or the Nominated Products and/or the performance of the Motorsport Maintenance and Repair Services for any purposes, whether inside or outside the Premises except with McLaren MS's prior written consent or as expressly permitted in the McLaren MS Motorsport Operating Standards;
- 9.20 use McLaren MS's IPR in connection with the sale of the Motorsport Vehicles and/or the McLaren MS Products and/or the Nominated Products and/or the performance of the Motorsport Maintenance and Repair Services (where permitted in accordance with the terms of this Agreement) only in the form, color, design, style and manner set out in McLaren MS's Corporate Identity Policy or as otherwise approved by McLaren MS in writing from time to time;
- 9.21 not, without the prior written consent of McLaren MS, or exceeding the scope of any such prior written consent by McLaren MS, use any of McLaren MS Racing's IPR under any circumstances;
- 9.22 not, without the prior written consent of McLaren MS, use (or allow to be used) as part of its own corporate, business or trading name or names or in connection with the sale of the Motorsport Vehicles, the McLaren MS Products, the Nominated Products, other vehicles or products or in its operation of the Premises, the performance of the Motorsport Maintenance and Repair Services, or otherwise in connection with any business operations, any name, trade mark, logo or other proprietary or commercial name or designation, including where applicable any domain name, which is or is in McLaren MS's opinion identical or confusingly similar to any of McLaren MS's IPR or McLaren Racing's IPR or which comprises or incorporates any of McLaren MS's IPR or McLaren Racing's IPR;

- 9.23 not, without the prior written consent of McLaren MS, register or attempt to register in any country, any of McLaren MS's IPR or McLaren Racing's IPR or any name or designation comprising or incorporating all or any part of McLaren MS's IPR or McLaren Racing's IPR or any other name or designation, including where applicable any domain name, which is or is in McLaren MS's opinion identical or similar to any of McLaren MS's IPR or McLaren Racing's IPR;
- 9.24 carry out advertising, customer events, public relations campaigns and marketing campaigns in relation to the Motorsport Vehicles, the McLaren MS Products, the Nominated Products and/or the performance of the Motorsport Maintenance and Repair Services, in accordance with the McLaren MS Motorsport Operating Standards. Any other changes or variations need prior written approval of McLaren MS. In respect of any point of sales promotions, the MS Dealer shall use only point of sale advertising materials supplied by McLaren MS, unless McLaren MS has approved in writing and in advance the use of other materials or unless such use is expressly permitted in the McLaren MS Motorsport Operating Standards. For the purpose of this Clause 9.24, McLaren MS's written approval may be communicated to the MS Dealer by email provided the emails are sent by the McLaren MS Head of Region;
- 9.25 act in concert with and never in conflict with, and participate in to the extent reasonably practicable under the circumstances, any advertising and marketing campaigns or promotions carried out by McLaren MS or its Associated Companies from time to time. The costs incurred by the MS Dealer in providing such cooperation shall be at its sole expense, except in those instances where such costs are allocated between the parties in the manner agreed between them (acting reasonably);
- 9.26 obtain the prior written consent of McLaren MS before supporting trade fairs, exhibitions, or motor sports events and shall not participate in such activities if such consent is not obtained, for example, and not by limitation, where such participation would either prejudice McLaren MS's participation in the same or in any other fairs, exhibitions or events or would, in the opinion of McLaren MS, likely diminish or adversely affect the reputation of McLaren MS, the Motorsport Vehicles or McLaren MS Products. The MS Dealer shall obtain McLaren MS's prior written consent to the general appearance and layout of any exhibition stand, fair or promotional event where the same involves, is connected to or makes reference to the Motorsport Vehicles, the McLaren MS Products, the performance of the Motorsport Maintenance and Repair Services or to McLaren MS;
- 9.27 use best endeavors to meet the sales objectives and other commitments set out in the Business Plan for the applicable Year;
- 9.28 not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the opinion of McLaren MS disparage or otherwise damage the reputation of the MS Dealer, other Authorized Motorsport MS Dealers, the Motorsport Vehicles, the McLaren MS Products, the performance of the Motorsport Maintenance and Repair Services, McLaren MS, its Associated Companies, the McLaren MS Nominated Spare Parts Provider, its or their clients or customers, business, products or services;
- 9.29 except where expressly stated otherwise, bear and be liable for all costs and expenses incurred by it in connection with its performance of this Agreement, and bear and be liable for the payment of all local, state, federal or other applicable taxes levied or based upon the sale of the Motorsport Vehicles and McLaren MS Products by McLaren MS to the MS Dealer, and shall maintain accurate records of same for reporting purposes;
- 9.30 maintain minimum capital requirements as set forth in the most current version of the Business Plan. These capital requirements include, but are not limited to, net working capital, effective net worth, and Flooring. The MS Dealer agrees that it will, at all times, pay for McLaren MS Products promptly. McLaren MS will have the right, reasonably, to specify revised minimum requirements for capital and Flooring lines of credit from time to time, and the MS Dealer agrees to promptly establish and maintain the financial

resources, according to the revised requirements. Such Flooring lines of credit shall be exclusively dedicated to the MS Dealership Operations for McLaren Motorsport Vehicles at the subject MS Dealership Premises and for no other Dealership or business. The MS Dealer agrees to provide written proof of the amount of Flooring available to the MS Dealer from its authorized financial institution, as well as of any conditions or restrictions placed on such Flooring, whether or not such conditions or restrictions are approved by McLaren MS. The MS Dealer further agrees to provide contact information for the appropriate individual at the MS Dealer's financial institution (or more than one individual or institution, as appropriate), as well as authorization for the individual(s) to provide information to a representative of McLaren MS regarding the amount of Flooring maintained by the MS Dealer, the status of such Flooring line, as well as any conditions or restrictions thereto. The MS Dealer shall immediately notify McLaren MS in writing in the event that any suspension, limitation or termination of its approved Flooring lines of credit should occur. The MS Dealer shall use its best endeavors to ensure that no such suspension, limitation or termination of its approved Flooring line of credit occurs, or if such event occurs, that it is reversed immediately. Failure to achieve reinstatement of all required floor plan financing without restrictions and from a financial institution approved by McLaren MS within thirty days of such suspension, limitation or termination shall be grounds for termination of this Agreement, as set forth in Clause 25.3(p);

- 9.31 assume the legal defense of McLaren MS (including reimbursing McLaren MS for reasonable attorneys' fees incurred with counsel of McLaren MS's choosing and costs incurred by it in defending any covered matter) and to indemnify McLaren MS against any settlement or money judgment, less any offset recovered by McLaren MS, in any legal action naming McLaren MS as a defendant where such legal action relates to: (a) an alleged failure by the MS Dealer to comply, in whole or in part, with any obligation assumed by the MS Dealer pursuant to the MS Dealer Agreement, (b) the MS Dealer's alleged negligent or improper repairing or servicing of McLaren MS Products, or such other motor vehicles or equipment as may be sold or serviced by the MS Dealer, (c) the MS Dealer's alleged breach of any contract between the MS Dealer and the MS Dealer's customer, vendor or agent, (d) the MS Dealer's alleged misrepresentation or misleading statement, either direct or indirect, to any customer of the MS Dealer, (e) any aspect of the MS Dealer's management or execution of MS Dealership Operations, including, but not limited to any legal actions filed by current or former employees, agents or vendors of the MS Dealer, or (f) any aspect of the MS Dealer's business or other actions of the MS Dealer, other than as related to its performance under this Agreement. McLaren MS may, at its sole option and expense, participate in defending any such lawsuit.
- 9.32 establish and maintain open and fully staffed all MS Dealership Operations in the Premises at the Authorized Location(s) for the hours customary in the market area where the MS Dealer is located as set forth in this MS Dealer Agreement;
- 9.33 comply with all laws, rules, regulations and guides relating to the conduct of all aspects of its business, including MS Dealership Operations; and,
- 9.34 abide by all other terms and conditions of this MS Dealer Agreement, and by McLaren MS's Motorsport Operating Standards and other Policies and Procedures as notified to the MS Dealer from time to time.

10. PREMISES AND INTERNET SALES

- 10.1 The MS Dealer shall display and/or offer the Motorsport Vehicles and the McLaren MS Products for sale and perform the Motorsport Maintenance and Repair Services only at the Premises, which is the only place authorized by McLaren MS for the display of the McLaren MS IPR unless agreed to in writing by McLaren MS or set out in the McLaren MS Motorsport Operating Standards. The MS Dealer undertakes to fit out and maintain the Premises in accordance with McLaren MS's Corporate Identity Policy and the minimum standards set out in the McLaren Motorsport Operating Standards. The MS Dealer shall keep the Premises open and adequately staffed in accordance with the provisions of the McLaren Motorsport Operating Standards. Without prejudice to Clause

10.6, the MS Dealer shall ensure that all Premises at which it conducts any activities in relation to the Motorsport Vehicles, the McLaren MS Products and/or Motorsport Maintenance and Repair Services including any "handover" premises comply in full with the McLaren Motorsport Operating Standards and shall provide full details of any and all such premises to McLaren MS in writing prior to use of the same. The MS Dealer shall provide to McLaren MS, upon request, a copy of the legal document which allows the MS Dealer to occupy the Premises for, at a minimum, the term set forth in the MS Dealer Agreement.

- 10.2 Without prejudice to Clause 10.1, the sale of Motorsport Vehicles, McLaren MS Products and the performance of the Motorsport Maintenance and Repair Services must be organized and performed in accordance with the McLaren MS Motorsport After Sales Operating Standards. The MS Dealer shall conduct the sale of the Motorsport Vehicles and the McLaren MS Products and the performance of the Motorsport Maintenance and Repair Services in such a way as to avoid brand confusion between McLaren MS's IPR and marque, and other marques (a.k.a. line-makes), any transfer of McLaren MS's goodwill and image to competing marques, and any other commercial exploitation of McLaren MS and its investment in facilities, equipment, personnel and customer case. Sales staff entrusted with the sale of the Motorsport Vehicles, the McLaren MS Products and/or the performance of the Motorsport Maintenance and Repair Services must not display on their apparel or otherwise be visually associated with the marques of other vehicles. The MS Dealer shall inform McLaren MS in writing of which other marques it represents (this shall be recorded in the Business Plan), and shall not add to or reconfigure the placement or location of any of the marques on the Premises without the prior written consent of McLaren MS.
- 10.3 The MS Dealer shall not change the usage, configuration or function of either any of the Dealership Premises and/or the Authorized Location for Motorsport Dealership Operations, and shall not otherwise utilize the MS Dealership Premises or Authorized Location for any line-makes other than those previously approved by McLaren MS. The MS Dealer shall submit to McLaren MS its written proposal for any change in the MS Dealership Operations at the MS Dealership Premises and/or Authorized Location (including but not limited to the addition or removal of any other marquee or line-make) at least sixty (60) days prior to the date any such change is proposed to take place and, shall not make any changes in the usage, configuration or function of any of the MS Dealership Premises or Authorized Location without McLaren MS's prior, written consent.
- 10.4 The MS Dealer understands and agrees that McLaren MS produces and offers a premium, high-end brand of Motorsport Vehicles and Products and that the display, sale and repair of Motorsport Vehicles and McLaren MS Products must, at all times, be conducted at the same MS Dealership Premises and in close proximity to other line-makes of vehicles and products of similar classification. Determination of whether other line-makes of vehicles and products meet this classification shall be within the sole discretion of McLaren MS and any proposed changes of line-makes by the MS Dealer other than those previously approved by McLaren MS may be rejected on this basis alone. The MS Dealer's failure to obtain McLaren MS's consent to any change at the Premises to a line-make of vehicles or products which do not meet the classification shall constitute grounds for termination of this Agreement.
- 10.5 Where the MS Dealer uses the Premises to provide repair and maintenance services to vehicles other than the Motorsport Vehicles and to sell Competing Spare Parts, the MS Dealer shall not permit a third party to benefit from investments made in their entirety by or on behalf of McLaren MS, its Associated Companies and/or the McLaren MS Nominated Spare Parts Provider(s) and, in particular (but without prejudice to the generality of the foregoing) shall not use any tools, machinery or equipment or other items which have been provided at the sole expense of McLaren MS, its Associated Companies and/or the McLaren MS Nominated Spare Parts Provider(s) for the repair and maintenance of vehicles other than the Motorsport Vehicles.

- 10.6 The MS Dealer shall have Motorsport Vehicles on display at the Premises and test Motorsport Vehicles available for use by customers in accordance with the requirements of the McLaren MS Motorsport Operating Standards.
- 10.7 The MS Dealer will promptly comply with any reasonable request by McLaren MS regarding the repair, maintenance and/or improvement of the interior or exterior of the Premises, and shall at all times ensure that the Premises are maintained to the highest standards of cleanliness, order, neatness, quality and modernization, except as provided under applicable law.
- 10.8 The MS Dealer shall neither display any Motorsport Vehicles, nor conduct any MS Dealership Operations, including any sales, service, or promotional activities relating to the MS Products or Merchandise at any premises or location other than the Authorized Location, without McLaren MS's prior written consent, which may be issued or denied at McLaren MS's sole discretion. For the purpose of this Clause 10.8, McLaren MS's written approval may be communicated to the MS Dealer by email provided the emails are sent by the McLaren MS Head of Region.
- 10.9 McLaren MS will periodically evaluate the Dealership Facilities. In making such evaluations, McLaren MS may consider, among other things: the actual building and land provided by the MS Dealer for the performance of its responsibilities under the Agreement; compliance with McLaren MS's current requirements for Dealership Operations; the appearance condition, layout and signage of the Dealership Facilities; and such other factors as, in Distributor's opinion, may be related to MS Dealer's performance of its responsibilities under the Agreement. McLaren MS will discuss such evaluations with the MS Dealer, and the MS Dealer shall take prompt action to comply with McLaren MS's reasonable recommendations and minimum facility standards.
- 10.10 Subject to Clause 7, the MS Dealer is entitled to publicize and sell the Motorsport Vehicles, the Spare Parts, and the McLaren MS Products over the internet to end users via its own website provided that the MS Dealer simultaneously conducts all MS Dealership Operations at the Premises and complies with the McLaren MS Motorsport Operating Standards (including as to minimum requirements for the "look and feel" of any on-line sales activity) and its other obligations under this Agreement.

11. OBLIGATIONS AND UNDERTAKINGS OF MCLAREN MS

- 11.1 McLaren MS shall:
 - (a) sell the Motorsport Vehicles to the MS Dealer in accordance with the terms of this Agreement. In so doing, McLaren MS shall allocate the Motorsport Vehicles and the McLaren MS Products among its Authorized Motorsport MS Dealers in a fair and reasonable manner, taking into consideration the availability of the Motorsport Vehicles and the McLaren MS Products;
 - (b) distribute the Motorsport Vehicles only to retailers who have been appointed as an Authorized Motorsport MS Dealer, except for providing the Motorsport Vehicles to governmental authorities, media or other non-retailers as McLaren MS deems appropriate;

12. BUSINESS PLAN, ORDERS AND PROGRESS MEETINGS

- 12.1 Upon McLaren MS providing the MS Dealer with an estimated vehicle allocation for the upcoming year, the MS Dealer shall submit a draft Business Plan to McLaren MS no later than three (3) months before the end of the previous Year. The Business Plan shall be in the form prescribed by McLaren MS from time to time and shall include, without limitation, sales and promotional benchmarks to be achieved by the MS Dealer, estimated new and pre-owned Motorsport Vehicle sales, the McLaren MS Products and the Merchandise expected to be purchased and sold by the MS Dealer in the relevant

Year. If the parties do not agree to the draft Business Plan by one (1) month prior to the end of the current Year, the provisions of Clause 32 shall apply.

- 12.2 McLaren MS's acceptance of or assent to any Business Plan shall not be construed as an acceptance of any individual order or orders, as a commitment to deliver any Motorsport Vehicle or Motorsport Vehicles, or as any other form of commitment by McLaren MS to the MS Dealer. Further, neither McLaren MS's acceptance or assent to any Business Plan nor any other statement by McLaren MS, written or oral, is a guarantee of the MS Dealer's success. The MS Dealer and the MS Dealer Owners understand and acknowledge that ownership and operation of a motor vehicle MS Dealership is an inherently speculative business venture, accompanied by significant business risks, and the MS Dealer and its Owners voluntarily accept those risks, fully aware of the consequences involved. The MS Dealer and the MS Dealer Owners expressly state that they have not entered into this Agreement based upon any statements or writings of McLaren MS not expressly included or incorporated into this Agreement. McLaren MS shall not be liable to the MS Dealer under or in connection with this Agreement, the Business Plan or any collateral contract for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising.
- 12.3 The parties agree, during the term of this MS Agreement, to arrange and attend by their respective authorized representatives regular meetings at intervals and locations to be agreed from time to time (to be no less frequent than once every three (3) months or four (4) times per Year, unless otherwise agreed by McLaren MS) to discuss progress and developments, to evaluate results against the benchmarks set out in the Business Plan and to seek to resolve any issues arising.

13. NOMINATED SPARE PARTS PROVIDERS

- 13.1 Without prejudice to its own rights to supply Spare Parts, McLaren MS may appoint spare parts providers (the "McLaren MS Nominated Spare Parts Provider(s)") in order to supply some or all of the Spare Parts. To the extent that McLaren MS supplies Spare Parts directly to the MS Dealers, all references in this agreement to McLaren MS Nominated Spare Parts Suppliers shall apply as if those references were to McLaren MS. The MS Dealer shall submit orders for the Spare Parts to the McLaren MS Nominated Spare Parts Provider(s) from time to time in the manner and format specified by the applicable McLaren MS Nominated Spare Parts Provider(s). The parties acknowledge that a contract for the supply of Spare Parts to the MS Dealer by a McLaren MS Nominated Spare Parts Provider shall be between the MS Dealer and the applicable McLaren MS Nominated Spare Parts Provider (acting as principal in its own right and not as agent for McLaren MS) and shall be subject to such terms and conditions as the applicable McLaren MS Nominated Spare Parts Provider shall specify from time to time.
- 13.2 The MS Dealer undertakes not to alter or modify any Spare Part (or part thereof) without the prior written consent of McLaren MS. Without limitation to the generality of the above, the MS Dealer shall not remove, alter or deface any marks, numbers, letters or branding (whether McLaren MS branding or otherwise) affixed to or appearing on the Spare Parts. The MS Dealer shall be liable for and shall indemnify McLaren MS, its Associated Companies and the McLaren MS Nominated Spare Parts Provider(s) against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by McLaren MS, its Associated Companies and/or the McLaren MS Nominated Spare Parts Provider(s) which arise out of or in connection with, directly or indirectly, any alteration to or modification of a Spare Part made by or on behalf of the MS Dealer (including by any of its contractors).
- 13.3 Prior to each and every sale of a Spare Part to a customer (or another Approved Service Representative), the MS Dealer shall, at its own expense, carry out a full set of pre-delivery checks and inspections as prescribed by the McLaren MS Motorsport After Sales

Operating Standards. Any issues arising out of such pre-delivery checks shall be reported immediately to McLaren MS and the MS Dealer shall not proceed with the sale of the Spare Part in question without McLaren MS's prior written consent.

14. ORDERS AND DELIVERY OF THE MOTORSPORT VEHICLES

- 14.1 The MS Dealer shall submit orders for the Motorsport Vehicles to McLaren MS from time to time in the manner and format specified by McLaren MS from time to time. No order shall be binding on McLaren MS until accepted by McLaren MS in accordance with the procedure notified by McLaren MS to the MS Dealer from time to time. McLaren MS shall have no liability for any failure to deliver or any delay in delivery of any Motorsport Vehicle from whatever cause arising.
- 14.2 Subject to the remaining provisions of this Clause 14 and Clause 16, McLaren MS shall deliver the Motorsport Vehicles to the MS Dealer Ex Works (Incoterms 2010) at McLaren's premises in Woking, England. The MS Dealer shall be responsible for all transportation costs and all applicable duties, charges and taxes associated with the export of the Motorsport Vehicles.
- 14.3 The MS Dealer shall arrange carriage of the Motorsport Vehicles to the Premises and insurance while the Motorsport Vehicles are in transit between McLaren MS's distribution facility and the Premises.
- 14.4 If the MS Dealer does not arrange carriage of the Motorsport Vehicles promptly following delivery in accordance with Clause 14.2, McLaren MS shall be entitled to store such Motorsport Vehicles at the MS Dealer's cost for a reasonable period of time. If the MS Dealer does not accept delivery of the Motorsport Vehicles, McLaren MS shall be entitled to sell or otherwise deal with the Motorsport Vehicles as it sees fit. The MS Dealer shall notify McLaren MS in writing immediately upon becoming aware that its acceptance of delivery of a Motorsport Vehicle may be delayed or not forthcoming.
- 14.5 Risk of loss in the Motorsport Vehicles shall pass to the MS Dealer on the Motorsport Vehicles in accordance with the Incoterm specified in Clause 14.2 or as modified by McLaren MS by notice in writing to the MS Dealer from time to time. Title in the Motorsport Vehicles shall pass to the MS Dealer in accordance with the provisions of Clause 15.
- 14.6 The MS Dealer shall cause, at its own expense, the Motorsport Vehicles to be inspected in accordance with the McLaren MS Motorsport Operating Standards by a responsible person immediately upon delivery and if any Motorsport Vehicle is found to be damaged, the MS Dealer shall immediately (and in any event within forty-eight hours of delivery) notify McLaren MS in writing of such damage and provide McLaren MS with photographic evidence of the same. The MS Dealer shall notify McLaren MS within one (1) Business Day of delivery of any hidden damage to any Motorsport Vehicle and shall provide McLaren MS with photographic evidence of same. McLaren MS shall have no liability to the MS Dealer for any damage to a Motorsport Vehicle which has not been notified to McLaren MS in accordance with this Clause 14.6, where such damage would have been identified had a proper inspection of the Motorsport Vehicle been carried out pursuant to this Clause 14.6.
- 14.7 McLaren MS may, at any time, suspend the production or supply of the Motorsport Vehicles or the Merchandise and/or make alterations to the specifications, design or construction of a Motorsport Vehicle or Merchandise without prior notice and without any obligation to notify the MS Dealer or to incorporate such alterations into any of the Motorsport Vehicles or the Merchandise in the possession of or ordered by the MS Dealer. McLaren MS shall have no liability to the MS Dealer in connection with any such suspension or alterations. Notwithstanding the above, McLaren MS shall not, without the MS Dealer's prior written consent, make any material alterations to the specification or design of a Motorsport Vehicle once an order from the MS Dealer for such Motorsport Vehicle has been accepted and confirmed by McLaren MS unless those alterations are required for reasons of safety or legislative compliance. The MS Dealer shall not have

the right to have McLaren MS make or pay for any change or modification of specifications to Motorsport Vehicles which have been manufactured prior to the introduction of the change or modification thereof. No such change or modification shall constitute a model year change unless so designated by McLaren MS, in its sole discretion. McLaren MS shall designate all model year changes (or half-model year changes) in its sole discretion.

14.8 The MS Dealer undertakes not to alter or modify any Motorsport Vehicle or Spare Part or Nominated Spare Part (or part thereof) without McLaren MS's prior written consent. Without limitation to the generality of the above, the MS Dealer shall not:

14.8.1. change, deface, or misstate the VIN number of any Motorsport Vehicle; or

14.8.2. remove, alter or deface McLaren MS's identification plate or any other plates, marks, branding, numbers or letters affixed to or appearing on the Motorsport Vehicles or the Merchandise.

14.9 The MS Dealer shall be liable for and shall indemnify McLaren MS and its Associated Companies against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by McLaren MS and/or its Associated Companies which arise out of or in connection with any breach by the MS Dealer of Clause 14.8.

14.10 Prior to each and every sale of a Motorsport Vehicle to a customer (or another Authorized Motorsport MS Dealer), the MS Dealer shall carry out a full set of pre-delivery checks and services as prescribed by the McLaren Motorsport Operating Standards. Any issues arising out of such pre-delivery checks and services shall be reported immediately to McLaren MS and the MS Dealer shall not proceed with the sale of the Motorsport Vehicle(s) in question without McLaren MS's prior written consent. The MS Dealer further agrees that all Motorsport Vehicles sold by it will be in proper operating condition prior to delivery to any customer, and will bear, in the appropriate location, all required and appropriate consumer warnings and notices (in the form of stickers, tags, labels, and other notices) as intended by McLaren MS, to the extent the MS Dealer has been so notified. The MS Dealer shall employ an appropriate number of fully-qualified service personnel to perform all necessary pre-delivery services and checks.

15. RETENTION OF TITLE OF THE MOTORSPORT VEHICLES

15.1 Ownership of a Motorsport Vehicle shall not pass to the MS Dealer until McLaren MS has received in full (in cash or cleared funds) all sums due to it in respect of the Motorsport Vehicle, as well as freight, insurance and transportation charges associated with the Motorsport Vehicle.

15.2 Until ownership of a Motorsport Vehicle has passed to the MS Dealer, the MS Dealer shall:

15.2.1. hold the Motorsport Vehicle as McLaren MS's bailee;

15.2.2. store the Motorsport Vehicle (at no cost to McLaren MS) in such a way that it remains readily identifiable as McLaren MS's property;

15.2.3. not destroy, deface or obscure any identifying mark on or relating to the Motorsport Vehicle; and

15.2.4. maintain the Motorsport Vehicle in a satisfactory condition and keep it insured on McLaren MS's behalf for its full price against all risks to the reasonable satisfaction of McLaren MS. On request the MS Dealer shall produce the policy of insurance to McLaren MS.

15.3 The MS Dealer may not, under any circumstances, sell or lease a Motorsport Vehicle before ownership has passed to it.

- 15.4 The MS Dealer's right to possession of a Motorsport Vehicle that it has not paid for in full shall terminate immediately if:
- 15.4.1. any of the events listed in Clauses 25.2 and 25.3 occurs;
 - 15.4.2. the MS Dealer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or if it fails to observe or perform any of its obligations under this Agreement or under any other contract between McLaren MS and the MS Dealer; or
 - 15.4.3. the MS Dealer encumbers or in any way charges the Motorsport Vehicle.
- 15.5 McLaren MS shall be entitled to recover payment for a Motorsport Vehicle notwithstanding that ownership of the Motorsport Vehicle has not passed from McLaren MS.
- 15.6 The MS Dealer grants McLaren MS, its agents and employees an irrevocable license at any time to enter any premises where the Motorsport Vehicles are or may be stored in order to inspect them, or, where the MS Dealer's right to possession has terminated, to recover them.
- 15.7 On termination of this Agreement, howsoever caused, McLaren MS's (but not the MS Dealer's) rights contained in this Clause 15 shall remain in effect.

16. PAYMENT

16.1 Motorsport Vehicle Payment

- 16.1.1 McLaren MS shall sell, and the MS Dealer shall purchase the Motorsport Vehicles at McLaren MS's then current prices on the date of invoice by McLaren MS, as the MS Dealer is notified from time to time.
- 16.1.2 The MS Dealer is free to determine the lawful retail price at which it resells the Motorsport Vehicles. However, without prejudice to the above, McLaren MS shall, from time to time, recommend to the MS Dealer a retail price for the Motorsport Vehicles.
- 16.1.3 All payments by the MS Dealer hereunder shall be made in U.S. Dollars without any deduction, withholding or set-off of any kind.
- 16.1.4 Payments to McLaren MS shall be made by the Automated Clearing House process. McLaren MS may issue an invoice for any Motorsport Vehicle and related carriage and insurance on delivery to the carrier and may debit the MS Dealer's nominated account at any point from the estimated date of delivery of the Motorsport Vehicle to the MS Dealer. The MS Dealer shall provide all authorizations required to effect such payment arrangement and the details of the relevant account and authorizations shall be recorded in the Business Plan. The MS Dealer may not withdraw any such authorizations without McLaren MS's prior written consent. If for any reason McLaren MS is not able to debit such nominated account for the full amount of any invoice, the MS Dealer shall pay the same immediately upon being notified by McLaren MS that McLaren MS has been unable to debit the nominated account for the required amount. Any such payments by the MS Dealer shall be made by direct bank transfer into such bank account as McLaren MS may from time to time nominate. McLaren MS may alter the payment terms set out or referred to in this Agreement from time to time by giving written notice to the MS Dealer.
- 16.1.5 The MS Dealer shall establish and maintain a credit facility on a rolling basis, the Flooring, in the form and on the terms set out in the McLaren MS Motorsport Operating Standards and from a credit provider approved by McLaren MS. In the event the MS Dealer fails to maintain the agreed Flooring credit facility, McLaren MS may, without prejudice to its other rights and remedies, suspend all deliveries to and future orders from the MS Dealer until the credit facility has been re-established.

16.1.6 McLaren MS may suspend performance of any order in the event that it does not receive payment for such order in accordance with Clause 16.1.

16.2 Spare Parts and Nominated Products Pricing

16.2.1 Subject to Clause 16.2.2, the MS Dealer is free to determine the prices at which it resells the Spare Parts and the Nominated Products. However, without prejudice to the above, McLaren MS and/or a McLaren MS Nominated Spare Parts Provider may, from time to time, recommend to the MS Dealer retail prices for all or any of the same.

16.2.2 Subject to the following sentence, any amounts payable by the MS Dealer to McLaren MS and/or a McLaren MS Nominated Spare Parts Provider or other authorized agent in connection with the Spare Parts and/or the Nominated Products shall be made in U.S. Dollars or such other currency as McLaren MS may specify from time to time without any deduction, withholding or set off of any kind and shall be paid by such means as McLaren MS and/or a McLaren MS Nominated Spare Parts Provider may specify from time to time. If a deduction or withholding is required to be made by the MS Dealer as a matter of law, the MS Dealer shall pay such additional amount to McLaren MS as is required to ensure that the net amount received by McLaren MS is equal to the amount which McLaren MS otherwise would have received had no such deduction or withholding been required. Payments shall be made by direct bank transfer to McLaren MS's nominated bank account.

16.3 Payment – General Terms

16.3.1 McLaren MS may, without prejudice to any other right or remedy which may be available to it, whether under this Agreement or otherwise, set off against any sums payable by McLaren MS to the MS Dealer hereunder (or under any other agreement between the parties), and/or deduct or withhold from payment of any such sums, any liability of the MS Dealer to McLaren MS, howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination (and McLaren MS may for such purpose convert or exchange any currency).

16.3.2 If the MS Dealer is overdue with any payment hereunder, the MS Dealer shall be liable to pay interest on the overdue amount at LIBOR plus three percent (3%), which interest shall accrue on a daily basis from the date payment becomes overdue until McLaren MS has received payment of the overdue amount together with all interest that has accrued and McLaren MS may, without prejudice to its other rights and remedies, suspend all deliveries to and future orders from the MS Dealer until the MS Dealer has settled all overdue payments.

16.3.3 If the MS Dealer is overdue with any payment hereunder, McLaren MS, in its sole discretion, may require that any pending or future orders for Motorsport Vehicles or McLaren MS Products be delivered to the MS Dealer in a manner that insures payment at time of delivery of said Motorsport Vehicles and/or McLaren MS Products until such time that MS Dealer brings any such overdue payments current and has made any payments required under Clause 16.3.2.

17. PAINT AND BODY REPAIR WORKS

17.1 The parties acknowledge that specific standards must be satisfied when performing paint and body repairs to the Motorsport Vehicles ("**Paint and Body Repair Works**") given the specialized nature of such Motorsport Maintenance and Repair Services. For the avoidance of doubt, the Paint and Body Repair Works shall include Motorsport Maintenance and Repair Services on the Monocell carbon fiber tub of the Motorsport Vehicles, any related aluminum structure within the Motorsport Vehicles and on any carbon fiber structural component within the Motorsport Vehicles.

- 17.2 Where the MS Dealer is to perform the Paint and Body Repair Works, it shall comply at all times with the McLaren MS Motorsport After Sales Operating Standards, and other applicable Policies and Procedures. Where the MS Dealer subcontracts the Paint and Body Repair Works to a third party approved in writing by McLaren MS in accordance with the provisions of Clause 28 (a "**Paint and Body Repairs Provider**"), without prejudice to the provisions of Clause 28, the MS Dealer shall procure that the Paint and Body Repairs Provider complies at all times with the McLaren MS Motorsport After Sales Operating Standards, and other applicable Policies and Procedures issued by McLaren MS from time to time and the MS Dealer's relevant obligations under this Agreement (as if the Paint and Body Repairs Provider were party to this Agreement instead of McLaren MS).
- 17.3 The MS Dealer shall be liable for and shall indemnify McLaren MS and its Associated Companies against any and all claims, actions, liabilities, losses, damages, costs and expenses (including legal costs and expenses) incurred by McLaren MS and/or its Associated Companies which arise out of or in connection, directly or indirectly with any Paint and Body Repair Works carried out to a Motorsport Vehicle (whether by the MS Dealer, the Paint and Body Repairs Provider or otherwise). This indemnity shall not apply to the extent that any claim, action, liability, loss, damage, cost or expense is caused directly by McLaren MS's negligence.
- 17.4 The MS Dealer shall procure that, McLaren MS has the right, by its duly authorized representatives, to inspect any premises where the Paint and Body Repair Works are being (or will be) performed and/or to inspect any Paint and Body Repairs Provider (or any proposed Paint and Body Repairs Provider (as the case may be)), and the MS Dealer shall comply (and procure that any Paint and Body Repairs Provider (or any proposed Paint and Body Repairs Provider) complies) with all reasonable requests by McLaren MS during or as a result of such inspection, to enable McLaren MS to verify and/or procure that the MS Dealer, the Paint and Body Repairs Provider, or the proposed Paint and Body Repairs Provider (as applicable) is complying (or will be able to comply) in full with the McLaren MS Motorsport After Sales Operating Standards, and other applicable Policies and Procedures and (in the case of a Paint and Body Repairs Provider) the MS Dealer's relevant obligations under this Agreement.
- 17.5 If the MS Dealer (or the Paint and Body Repairs Provider appointed by the MS Dealer) does not comply with the McLaren MS Paint and Body Repair Motorsport Operating Standards issued by McLaren MS from time to time (and/or, in the case of any Paint and Body Repairs Provider, any of the MS Dealer's relevant obligations under this Agreement), the MS Dealer shall at McLaren MS's direction:
- (a) where the MS Dealer has been providing the Paint and Body Repair Works, subcontract the Paint and Body Repair Works to a Paint and Body Repairs Provider approved in writing in advance by McLaren MS in accordance with Clause 28; or
 - (b) where a Paint and Body Repairs Provider has been providing the Paint and Body Repair Works, terminate the applicable agreement with such third party (without liability to McLaren MS) and, as soon as possible thereafter, enter into a separate agreement with an alternative Paint and Body Repairs Provider who has been approved in writing in advance by McLaren MS in accordance with Clause 28.

For the avoidance of doubt, the provisions of this Clause 17 shall apply equally in respect of, and in respect of the appointment of, any Paint and Body Repairs Provider pursuant to this Clause 17.5.

18. EXCLUSION OF WARRANTIES

- 18.1 THE MOTORSPORT VEHICLES ARE BEING SOLD ON AN "AS IS" BASIS AND MCLAREN MS DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE

MOTORSPORT VEHICLE. IN NO EVENT SHALL MCLAREN MS BE LIABLE TO MS DEALER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR SIMILAR DAMAGES.

- 18.2 No representations, warranties, guarantees or other assurances are given by McLaren MS in respect of the Motorsport Vehicles and all such warranties, guarantees and other assurances are hereby excluded to the fullest extent permitted by law.
- 18.3 Given the extreme conditions in which the Motorsport Vehicles will be used, no representation, warranty, guarantee or other assurance is given by McLaren MS as to the (i) suitability or fitness for purpose of the Motorsport Vehicles, or (ii) performance, handling, strength, robustness, resilience, consistency, durability, reliability, safety, suitability, competitiveness, success rate or otherwise of the Motorsport Vehicles in motor racing, testing, practicing, rallying, track days, demonstrations, commercial events or any form of motorsport or high performance driving.
- 18.4 McLaren MS provides no warranty or guarantee for goods not manufactured by McLaren MS and supplied by McLaren MS or incorporated with the Motorsport Vehicles.
- 18.5 The MS Dealer shall be free to offer warranties in its own (or a third party's) name and at its own and sole cost and risk. The MS Dealer shall ensure that it does not create any liability for McLaren MS (and shall not state or imply that McLaren MS has any such liability) under any such warranties and McLaren MS shall have no obligation to provide any repairs, components or any supply or service in connection with any such warranties. The MS Dealer shall be liable for and shall indemnify McLaren MS and its associated companies against any and all claims, actions, liabilities, losses, damages, costs and expenses (including legal costs and expenses) awarded against and/or incurred and/or paid by McLaren MS and/or its associated companies which arise out of or in connection, directly or indirectly, with such warranties (save that this indemnity shall not apply to the extent that any claim, action, liability, loss, damage, cost or expense is caused directly by McLaren MS's negligence)."

19. RECALL CAMPAIGNS

- 19.1 Each party shall immediately notify the other party if it obtains information reasonably supporting a conclusion that a Motorsport Vehicle and/or a Spare Part or a replacement part used by the MS Dealer in connection with the Motorsport Vehicle (whether that be a Spare Part or a Competing Spare Part) may fail to comply with any applicable laws and/or regulations or may contain a defect that exposes or may expose the public to any risk of death, injury or illness and shall provide the other with all relevant information relating thereto (and thereafter on a continuing basis prompt information regarding further developments). If McLaren MS reasonably determines from such information or from other information that such a defect or failure to comply exists, the MS Dealer shall comply with all of McLaren MS's reasonable instructions and take such further actions as McLaren MS may direct, including (where instructed to do so by McLaren MS) notifying the public (and/or any consumer product safety commission or other relevant body) of such failure or defect and recalling the Motorsport Vehicle and/or spare part or replacement part from customers and other distributors (all such actions being referred to collectively as a "**Recall Campaign**"). The MS Dealer shall provide McLaren MS with contemporaneous copies of all correspondence and communications relating to the foregoing. Save as expressly required by applicable laws, the MS Dealer shall not take any action in relation to an alleged failure or defect in a Motorsport Vehicle and/or a spare part or a replacement part without McLaren MS's prior written approval.
- 19.2 The MS Dealer shall keep sufficiently detailed records to enable it and/or McLaren MS to quickly identify and make contact with all customers to whom it has sold Motorsport Vehicles and/or spare parts and replacement parts in relation to Motorsport Vehicles (whether that be a Spare Part or a Competing Spare Part) to in the event of a Recall Campaign.

- 19.3 Without limitation to the foregoing, the MS Dealer shall give McLaren MS written notice of any product liability claim made or filed with respect to any Motorsport Vehicle and/or spare parts and replacement parts in relation to Motorsport Vehicles (whether that be a Spare Part or a Competing Spare Part), any investigations or directives regarding the Motorsport Vehicles issued by any consumer product safety commission or other international, national or European consumer safety agency, and any notices sent to, or received from, any consumer product safety commission, any other consumer safety agency or any other applicable body regarding the Motorsport Vehicles and/or spare parts and replacement parts in relation to Motorsport Vehicles (whether that be a Spare Part or a Competing Spare Part) within twenty-four (24) hours of the receipt or notice of the claim, proceedings, investigation, directive, or notice.
- 19.4 Where any of the events described in Clauses 19.1 or 19.3 occur, the parties will work together in good faith to achieve the most mutually beneficial outcome for both parties and for customers with a view to minimizing, so far as reasonably practicable, each party's losses, including (without limitation) in respect of issues such as recall notifications, return and disposal of Motorsport Vehicles, spare parts or replacement parts, handling of consumer complaints and managing third party claims.
- 19.5 Without prejudice to Clause 14.9, in relation to a Recall Campaign for a Motorsport Vehicle, the MS Dealer shall only be obliged to bear its communication, administrative, management and legal costs and expenses relating to the Recall Campaign. All other reasonable costs incurred by the MS Dealer shall be borne by McLaren MS. McLaren MS shall be liable for costs incurred by third parties in relation to a Recall Campaign only to the extent that those costs are apportioned to McLaren MS by operation of law or decision of a regulatory authority.
- 19.6 Subject to Clause 13.2 and Clause 17.3 in relation to a Recall Campaign for a Spare Part, the MS Dealer shall be obliged only to bear its communication, administrative, management and legal costs and expenses relating to the Recall Campaign and all other reasonable costs incurred by the MS Dealer shall be borne by McLaren MS. McLaren MS shall be liable for costs incurred by third parties in relation to a Recall Campaign only to the extent that those costs are apportioned to McLaren MS by operation of law or decision of a regulatory authority. All costs and expenses of a Recall Campaign for a Competing Spare Part shall be borne by the MS Dealer.

20. REPORTS, INSPECTION AND AUDIT

- 20.1 The MS Dealer shall communicate, at the request of McLaren MS, any relevant information regarding the supply and the sale of the Motorsport Vehicles, the McLaren MS Products, the Nominated Products and the performance of the Motorsport Maintenance and Repair Services. Such information will be used only for legitimate business purposes such as, but not limited to, the verification of the integrity of McLaren MS's authorized MS Dealer network and compliance with the provisions of this Agreement.
- 20.2 Without limitation to Clause 20.1, the MS Dealer shall provide monthly sales records relating to the Motorsport Vehicles, the McLaren MS Products, the Nominated Products and the performance of the Motorsport Maintenance and Repair Services and other information (including details of prospective customers) as specified in the McLaren MS Motorsport Operating Standards in the format and within the timelines set out in the McLaren MS Motorsport Operating Standards.
- 20.3 The MS Dealer shall notify McLaren MS in writing within two (2) Business Days of any material change in its management, shareholders, directors, organization, capital structure or financial condition and of any other material change in its business that, directly or indirectly, may have an impact on its relationship with McLaren MS or the McLaren MS Nominated Spare Parts Provider(s), sales of the Motorsport Vehicles or the McLaren MS Products, the Nominated Products and the performance of the Motorsport Maintenance and Repair Services and/or its obligations under this Agreement.

- 20.4 The MS Dealer shall notify McLaren MS of any dispute with a customer relating to a Motorsport Vehicle or Spare Part of which the MS Dealer has received written notice and which is not resolved by the MS Dealer and the customer within five (5) Business Days of receipt of such written notice. The notification to McLaren MS shall be provided within six (6) Business Days of the MS Dealer's receipt of the written notice referred to above.
- 20.5 The MS Dealer shall notify McLaren MS in writing (providing sufficient accompanying detail) of any threatened or impending legal action against the MS Dealer brought by a customer with respect to the MS Dealership Operations within two (2) Business Days of becoming aware of the same.
- 20.6 Upon receipt of notice under 20.4 or 20.5, McLaren MS shall at its discretion have the right to involve itself in any way as it sees fit in such dispute or legal action.
- 20.7 The MS Dealer shall document and promptly report to McLaren MS all Motorsport Maintenance and Repair Services carried out by the MS Dealer, in accordance with the procedure prescribed by McLaren MS from time to time and, in any event, in such a way that at any time it can be established whether and at which point in time such Motorsport Maintenance and Repair Services were carried out.
- 20.8 Without prejudice to Clause 15.6, the MS Dealer shall permit McLaren MS, by its duly authorized representatives, upon reasonable prior notice to the MS Dealer (save in circumstances where McLaren MS reasonably suspects that the MS Dealer is in breach of this Agreement where no notice shall be required) from time to time to visit any premises where Motorsport Maintenance and Repair Services are being performed or the Motorsport Vehicles and/or Spare Parts are being stored and/or sold during normal business hours and to meet with the personnel engaged in performing the MS Dealer's obligations under this Agreement, and shall comply with all reasonable requests by McLaren MS during or as a result of such inspection, to enable McLaren MS to verify and/or procure that the MS Dealer is in full compliance with its obligations under this Agreement. For the avoidance of doubt, the MS Dealer acknowledges that during any such inspection, McLaren MS's authorized representatives shall be entitled to test the equipment used to provide the Motorsport Maintenance and Repair Services.
- 20.9 The MS Dealer agrees to employ U.S. Generally Accepted Accounting Principles in the MS Dealership's accounting systems. MS Dealership accounting practices and financial statement preparation must comply with the methods outlined in the McLaren MS Motorsport Operating Standards, and published accounting bulletins. The MS Dealer agrees to furnish to McLaren MS by no later than the twenty-first (21st) day of the following month a complete and accurate monthly financial and operating statement for all MS Dealership Operations in the form, by the medium and according to the terms outlined in the McLaren MS Motorsport Operating Standards.
- 20.10 The MS Dealer understands that financial statements and other specified business information furnished to McLaren MS will remain confidential and will not be relinquished to any third party unless authorized by the furnishing MS Dealer, required by law, subpoena or court order, or the information is pertinent to a proceeding in which McLaren MS and/or the MS Dealer are parties. Financial information submitted to McLaren MS by MS Dealer may also be used in compiling composite trend information and reports for use by McLaren MS and its affiliates and Authorized Motorsport MS Dealers. The source of such information will neither be identified nor disclosed and will remain in aggregate form for the purposes of composite reporting. MS Dealer agrees that any and all financial data, reports, or information received by it from McLaren MS and its employees will not be used in any manner that may violate state or federal anti-trust laws, any other applicable law or the confidentiality and privacy rights of other MS Dealers.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 The MS Dealer acknowledges that all McLaren MS's IPR belongs to and shall remain with McLaren MS and/or its third party licensors (as the case may be) and the MS Dealer

shall acquire no rights, title or interest in or to the same. The MS Dealer further acknowledges that all McLaren MS Racing's IPR belongs to and shall remain with McLaren Racing Limited, its Associated Companies and/or its or their third party licensors (as the case may be) and the MS Dealer shall acquire no rights, title or interest in or to the same.

- 21.2 The MS Dealer undertakes immediately to bring to the notice of McLaren MS any threatened or actual infringement of or challenge to McLaren MS's IPR or McLaren Racing's IPR which may come to the MS Dealer's notice. If McLaren MS, in its sole discretion, takes action in respect of the same, the MS Dealer acknowledges that (i) McLaren MS (or its nominated person) shall be solely responsible for the conduct of such action; (ii) the MS Dealer shall not make any admission as to liability or agree to any settlement or compromise of any action; and (iii) the MS Dealer shall provide McLaren MS, at McLaren MS's reasonable expense, with all available information and assistance as McLaren MS may require.
- 21.3 The MS Dealer shall not authorize any third party to use any of:
- (a) McLaren MS's IPR without first obtaining McLaren MS's written consent; or
 - (b) McLaren Racing's IPR.
- 21.4 The MS Dealer acknowledges and agrees that all property, copyright and other intellectual property rights in all marketing and advertising works or materials arising from or created, produced or developed by or on behalf of the MS Dealer or McLaren MS (whether alone or jointly with others) in connection with this Agreement, the Motorsport Vehicles and/or the McLaren MS Products, the Nominated Products and/or the Motorsport Maintenance and Repair Services, wherever in the world enforceable, shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of McLaren MS. The MS Dealer shall acquire no right, title or interest in or to the same and hereby irrevocably and unconditionally assigns to and, in the case of moral rights, waives in favor of McLaren MS, and shall procure that its officers, employees, agents and contractors assign to and waive in favor of McLaren MS, all right, title and interest in and to the same.
- 21.5 McLaren MS shall indemnify the MS Dealer against any and all claims, actions, liabilities, losses, damages, costs and expenses (including legal costs and expenses) incurred by the MS Dealer as a result or in connection with any finding that McLaren MS's IPR and/or McLaren Racing's IPR infringe any Intellectual Property Rights or other rights of any third party.

22. IT SYSTEMS

The MS Dealer shall install, maintain and operate IT systems compatible with McLaren MS's systems, in connection with its activities relating to the Motorsport Vehicles, the McLaren MS Products, the Nominated Products and/or the Motorsport Maintenance and Repair Services as required by the McLaren MS Motorsport Operating Standards.

23. INSURANCE

The MS Dealer shall effect and maintain during the term of this Agreement, under a policy or policies, all insurances that a prudent MS Dealer of motorsport vehicles would effect and maintain in connection with the MS Dealer's obligations and liabilities hereunder, including but not limited to third party liability insurance, business interruption insurance and insurances relating to property and assets. Such policies shall be with reputable insurers and on commercially reasonable terms. The MS Dealer shall provide McLaren MS with evidence of such insurance cover as McLaren MS may reasonably request.

24. CONFIDENTIALITY

- 24.1 The provisions of this Clause 24 shall supersede those of any prior confidentiality or non-disclosure agreement between McLaren MS and the MS Dealer.
- 24.2 Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it shall receive or otherwise become aware of Confidential Information of the other party.
- 24.3 Each of the parties undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information of the other party at all times and to keep and procure the keeping of all Confidential Information of the other party secure and protected against theft, damage, loss or unauthorized access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other party, directly or indirectly, to use or authorize or permit the use of or disclose, exploit, copy or modify any Confidential Information of the other party, or authorize or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
- 24.4 Each of the parties undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this Clause 24.
- 24.5 Upon the earlier of a written request from the disclosing party, or the expiry or termination of this Agreement for any reason, each party shall return any and all Confidential Information of the other party then in its possession or control and will not retain any copies of the same. The parties shall certify to each other in writing when this has been done.
- 24.6 Each party shall immediately upon becoming aware of the same give notice to the other of any unauthorized disclosure, misuse, theft or other loss of Confidential Information of the other party whether inadvertent or otherwise.
- 24.7 Each party shall indemnify the other party and/or its Associated Companies for any and all loss or damage incurred by the other party and/or its Associated Companies as a result of any breach by the indemnifying party or its officers, employees, agents or contractors, of any of its or their obligations under this Clause 24.
- 24.8 The terms of and obligations imposed by this Clause 24 shall survive the termination or expiry of this Agreement but shall not apply to any Confidential Information which:
- (a) at the time of receipt by the recipient is in the public domain, or subsequently comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;
 - (b) is lawfully received by the recipient from a third party on an unrestricted basis;
 - (c) is already known to the recipient before receipt hereunder; or
 - (d) is independently developed by the recipient or its employees, agents or contractors outside the scope of this Agreement (as evidenced by files or other records created at the time of such independent development).
- 24.9 Each party shall only disclose Confidential Information of the other party to third parties required by law, regulation, subpoena or order of a competent authority to be disclosed by the receiving party or as reasonably required to be disclosed to a professional adviser of the receiving party, provided that, notice is given by the receiving party to the disclosing party immediately after knowledge is obtained that disclosure might be necessary, and to the extent practicable in the circumstances, the disclosing party is in

each case given a reasonable opportunity to challenge the same or, in the case of disclosure to a professional adviser, provided that any such professional adviser is bound by obligations of confidentiality of at least as high a standard as these imposed on the receiving party under this Clause 24.

- 24.10 The existence and terms of this Agreement are confidential and, save as required by law, regulation or order of a competent authority, may not be disclosed by the MS Dealer to any third party without McLaren MS's prior written consent.
- 24.11 The MS Dealer shall not issue press releases or announcements, make postings on the internet or carry out any public relations activity in connection with the Motorsport Vehicles, the Merchandise and/or its relationship with McLaren MS, without the prior written consent of McLaren MS and shall promptly transmit to McLaren MS, without responding to them, any requests for information about the Motorsport Vehicles, the Merchandise and/or McLaren MS made to the MS Dealer from the media and any public relations offers made to the MS Dealer in connection with the same. Notwithstanding the above, the MS Dealer shall be able to provide the preferred answers set out in McLaren MS Motorsport Operating Standards in response to questions received by it without being in breach of this Clause 24.11.
- 24.12 Where the MS Dealer receives a request from a third party who is not an Approved Service Representative for technical information (including repair manuals, after sales service literature, diagnostic systems, software and expert instruction) relating to the repair and/or maintenance of the Motorsport Vehicles, such request shall be immediately conveyed in writing to McLaren MS. The MS Dealer shall not disclose any information in this respect to a third party who is not an Approved Service Representative without the prior written consent of McLaren MS.

25. TERM AND TERMINATION

- 25.1 This MS Agreement shall commence on the Execution Date and, subject to the remainder of this Clause 25, shall continue in full force and effect for a period of five (5) years ("**Initial Term**"). The Initial Term shall automatically extend for a period of twelve (12) months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term unless McLaren MS gives written notice to the MS Dealer no later than one (1) month before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. In no event, however, shall this MS Agreement extend beyond the term of the McLaren Road Car Dealer Agreement owned by the same entity as the MS Dealer. Should the Road Car Dealer Agreement terminate for any reason, this MS Agreement shall terminate concurrently.
- 25.2 McLaren MS may terminate this Agreement immediately, or within such period of time permitted by law, by written notice to the MS Dealer (setting out the reason for termination) if:
 - (a) the MS Dealer abandons its Premises or fails to conduct all required aspects of MS Dealership Operations as an ongoing business, fully staffed and open during business hours for the days and hours as are customary for most automobile Dealerships in the market where the MS Dealer is located, provided such failure is not due to causes completely beyond MS Dealer's control. Failure of the Premises to remain open and of the MS Dealer to conduct all MS Dealership Operations for its customary hours for seven (7) consecutive days will constitute, without more, grounds for termination of this Agreement;
 - (b) the MS Dealer fails to pay, within ten (10) days after written demand from McLaren MS, any delinquent accounts or other monies due McLaren MS, or is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness or if the value of the assets of the MS Dealer is less than its liabilities (taking into account contingent and

prospective liabilities) or if a moratorium is declared in respect of any indebtedness of the MS Dealer; or

- (c) any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the MS Dealer other than a solvent liquidation or reorganization;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the MS Dealer;
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the MS Dealer or any of its assets; or
 - (iv) the enforcement of any security over any assets of the MS Dealer, or any expropriation, attachment, sequestration, distress or execution affects any assets of the MS Dealer and is not discharged within seven days,

or any analogous procedure or step is taken in any jurisdiction.

25.3 McLaren MS may terminate this Agreement immediately, or within such period of time permitted by law, by written notice to the MS Dealer (setting out the reason for termination) if:

- (a) the MS Dealer commits any material breach or persistent breach of this Agreement which it does not remedy within thirty (30) days of receiving written notice requiring the same, if deemed remediable by McLaren MS, in its sole discretion, otherwise no cure period need be given;
- (b) the MS Dealer or any MS Dealer Owner makes any change, transfer or attempted transfer, voluntarily or by operation of law, of the whole or any part of the MS Dealer Agreement or any interest or legal or beneficial ownership therein or any right or obligation thereunder, directly or indirectly, such as, for example only, by way of a sale of an underlying ownership interest in MS Dealer or a change in the persons having control or managerial authority, or which is not bona fide or submitted in good faith, or without prior written consent of McLaren MS. Any purported change, transfer or assignment without the prior written consent of McLaren MS shall be null and void and not binding on McLaren MS;
- (c) the MS Dealer fails to comply with a material provision of the McLaren MS Motorsport Operating Standards or persistently fails to comply with the provisions of the McLaren MS Motorsport Operating Standards and does not remedy such non-compliance (if remediable) within thirty (30) days of written notice requiring the same;
- (d) the MS Dealer, its General Manager or any of the MS Dealer's Owners, principals, shareholders or officers is convicted of any criminal offense or is otherwise guilty of serious misconduct or any conduct which will or may in any way adversely affect any rights of McLaren MS (or its Associated Companies) or which, directly or indirectly, will or may diminish the value of McLaren MS's IPR or detract from McLaren MS's IPR or McLaren MS's or its Associated Companies' reputation or goodwill;
- (e) the MS Dealer, its General Manager or any of the MS Dealer's Owners, principals, shareholders or officers has been fraudulent in any of its dealings with customers, potential customers, McLaren MS, McLaren MS's Associated Companies, Nominated Spare Parts Providers or otherwise in connection with the MS Dealer's rights and obligations under this Agreement;

- (f) the MS Dealer fails to obtain or maintain at all times in full force and effect any necessary Authorization, as defined in Clause 9.13 or any lease or other instrument or agreement necessary for MS Dealer to conduct any aspect of MS Dealership Operations;
- (g) the MS Dealer either in whole or in part, loses use of the Premises;
- (h) the MS Dealer undergoes a Change of Control under which Control is acquired by any person other than another Authorized Motorsport MS Dealer;
- (i) the MS Dealer challenges or takes any step inconsistent with McLaren MS's IPR;
- (j) the MS Dealer is in breach of Clause 1.3(a) (no false or misleading statements regarding the MS Dealer);
- (k) the MS Dealer has made or makes any misrepresentation or other false statement regarding McLaren MS or its business;
- (l) the MS Dealer or any of its Owners enters into any agreement, combination, understanding or contract, oral or written, with any other corporation, person, firm or other legal entity for the purpose of fixing prices of Motorsport Vehicles or McLaren MS Products or otherwise violating any applicable law;
- (m) the MS Dealer breaches any provision of Clause 24 (Confidentiality);
- (n) the MS Dealer Principal, or a MS Dealer Owner dies or becomes Incapacitated;
- (o) the MS Dealer submits or participates in the submission to McLaren MS of any false or fraudulent statement, application, report, request for issuance of reimbursement, compensation, refund or credit, including, but not limited to, any false or fraudulent claim for warranty work, labor rate, set-up reimbursement or warranty coverage;
- (p) the reputation or the financial standing of MS Dealer or of any MS Dealer Owner is or becomes impaired subsequent to the execution of the MS Dealer Agreement; the ascertainment by McLaren MS of any facts existing at or prior to execution of the MS Dealer Agreement which tend to impair such reputation or financial standing; the failure of MS Dealer continuously to meet the required minimum capital and credit requirements as established by McLaren MS; or the failure of MS Dealer to prepare and submit proper financial and operating statements to McLaren MS;
- (q) any dispute, disagreement, controversy or personal difficulty arises between or among MS Dealer Owners, their successors, or in the management of the MS Dealer which, in McLaren MS's opinion, may adversely affect the conduct of the MS Dealer's business, or the presence in the management of the MS Dealer of any person who, in McLaren MS's opinion, does not have or no longer has the requisite qualifications for the position;
- (r) the MS Dealer fails to make improvements, alterations or modifications of its Premises which are required to meet reasonable facility requirements (including, but not limited to, signs, space, configuration and image consistent with the other representative competitive MS Dealers in the MS Dealer's market);
- (s) the MS Dealer, without the prior written consent of McLaren MS, relocates the MS Dealership Operations or any aspect of MS Dealership Operations to a new location or establishes an additional location for the display, sale or service of any Motorsport Vehicles or McLaren MS Products or any other aspect of MS Dealership Operations, whether such relocation or additional location is permanent or temporary;
- (t) the MS Dealer breaches any provision of this Agreement, including, but not limited to Clause 14.8 (Motorsport Vehicle Alterations);

- (u) the Road Car Dealer Agreement is terminated in accordance with its terms or for any reason whatsoever, including as a result of a sale or transfer of the Road Car Dealership assets or ownership interests;
- (v) the Road Car Dealer commits any material breach or persistent breach of the Road Car MS Dealer Agreement which it does not remedy (if remediable) within thirty (30) days of receiving written notice requiring the same; or
- (w) the MS Dealer or the Road Car Dealer (as the case may be) fails a sales operation or Aftersales operation audit undertaken by McLaren under the Road Car Dealer Agreement or by McLaren MS under this Agreement.

McLaren MS may select any applicable provision under which it elects to terminate the MS Dealer Agreement and give notice thereunder, notwithstanding the existence of any other grounds for termination or the omission of such other grounds in the notice of termination. The omission by McLaren MS of additional ground(s) for termination of the MS Dealer Agreement in a notice will not preclude McLaren MS from later establishing that termination is also supported by such additional ground(s).

- 25.4 McLaren MS may terminate this Agreement pursuant to Clause 27.2 (Continuing Force Majeure).
- 25.5 The MS Dealer Agreement will also be terminated upon such written notice by McLaren MS as is reasonably practicable under the circumstances, in the event that McLaren MS is no longer able or it is not practicable in McLaren MS's sole discretion to sell the Motorsport Vehicles and McLaren MS Products to the MS Dealer for any reason, including, but not limited to, the termination of McLaren MS's distribution agreement, the revocation of McLaren MS's applicable distributor license or any discontinuation of the sale of McLaren Motorsport Vehicles in MS Dealer's state.

26. CONSEQUENCES OF TERMINATION

- 26.1 Upon termination or expiry of this Agreement for any reason, the MS Dealer shall immediately cease to represent itself as having any right to sell the Motorsport Vehicles and to sell the McLaren MS Products and to perform the Motorsport Maintenance and Repair Services. Without limitation to the foregoing, the MS Dealer shall, within seven (7) days of the effective date of termination, remove and discontinue all publication and use of all advertising and other signs and materials referring or relating to the Motorsport Vehicles, the McLaren MS Products and/or McLaren MS's IPR and discontinue all activities which would suggest or indicate that the MS Dealer has or retains any association with McLaren MS or McLaren MS's IPR or is authorized to sell the Motorsport Vehicles.
- 26.2 Upon termination or expiry of this Agreement for any reason, the MS Dealer shall immediately deliver to or otherwise dispose of as directed by McLaren MS any and all materials and property belonging to McLaren MS (including all Confidential Information) and all demonstration and/or advertising materials relating to McLaren MS and/or the Motorsport Vehicles (whether or not created by or on behalf of the MS Dealer or McLaren MS), the Spare Parts, the Nominated Products and the Motorsport Maintenance and Repair Services and all copies of the same then in its possession, custody or control, and shall certify in writing to McLaren MS that the same has been done. The parties acknowledge that to the extent the MS Dealer does not comply with the provisions of this Clause 26.2, McLaren MS shall have the right to enter the MS Dealer's premises to recover its materials and property.
- 26.3 Upon termination or expiry of this Agreement for any reason, McLaren MS may, at its option, cancel any unfulfilled order for Motorsport Vehicles or McLaren MS Products. The acceptance by McLaren MS of orders from the MS Dealer or the continued sale of Motorsport Vehicles or McLaren MS Products to the MS Dealer or any other act or course of dealing of McLaren MS, its authorized agent or Nominated Spare Parts Providers after

termination of this Agreement will not be construed as or deemed to be a renewal of the MS Dealer Agreement for any further term or a waiver of such termination. Any dealings with the MS Dealer after termination will be on a day-to-day basis. In all cases, the MS Dealer agrees to conduct all MS Dealership Operations in a professional manner until the effective date of termination and after termination or expiry of this Agreement, so as not to injure customers or the reputation or goodwill of the McLaren MS's IPR, McLaren MS Racing's IPR or of McLaren MS.

- 26.4 McLaren MS and/or any person(s) designated by it (including the McLaren MS Nominated Spare Parts Provider(s)) shall have an option to (re)purchase all or any of the Motorsport Vehicles, the Spare Parts, the Nominated Products, the point of sale and/or other products and materials (including equipment used to provide the Motorsport Maintenance and Repair Services) (collectively, the "**Products**") from the MS Dealer. The MS Dealer shall, within seven (7) days of the date of expiry or termination of this Agreement, provide McLaren MS with a list specifying the Products held by it. In the event that McLaren MS (and/or its designated person(s)) exercise this option, the MS Dealer shall (re)sell the applicable Products to McLaren MS (and/or its designated person(s), as applicable) with full title guarantee in their original state (for example, without any modifications) and:

in order to be eligible for repurchase, Motorsport Vehicles shall be of either the then-current model year or of the immediately preceding model year (for purposes of this Clause 26, model years shall include half-model years) or of any other model designation by McLaren MS for Motorsport Vehicles, as designated by McLaren MS in its sole discretion, and purchased by the MS Dealer directly from McLaren MS within 120 days prior to the effective date of termination, in new, unsold (or unleased), unregistered, unused, unmodified, undamaged and in first-class resalable condition, regardless of whether McLaren MS has excised its right of inspection of the Motorsport Vehicles and shall not have been utilized as demonstrator vehicles;

the price for Products (other than tools, equipment, information, materials and signs) considered by McLaren MS to be in perfect condition in their undamaged original packaging, if any, shall be the price at which they were originally purchased by MS Dealer from McLaren MS or the price last established by McLaren MS for the sale of identical Products, whichever may be lower, and in either case will be less all prior refunds, discounts, incentives, holdbacks and allowances made by McLaren MS with respect thereto, if any. The price for tools, equipment, information, materials and signs will be the price paid by the MS Dealer reduced by straight-line depreciation on the basis of a useful life of five (5) years. In all cases, the price will be reduced by any applicable restocking charge which may be in effect at the time of McLaren MS's receipt of goods to be repurchased; and

the price for Products considered by McLaren MS not to be in perfect condition, should McLaren MS choose to repurchase said Products, in its sole discretion, shall be the price invoiced at delivery reduced as notified to the MS Dealer by McLaren MS from time to time.

- 26.5 The MS Dealer shall pay for transportation and insurance costs in respect of any Products repurchased by McLaren MS (and/or its designated person, as applicable) and shall bear the risk of such Products until delivery to McLaren MS (and/or its designated person, as applicable). Claims for damage allegedly caused by any carrier will be the sole responsibility of the MS Dealer, and in no event will McLaren MS be obligated to make a claim against a carrier or be liable to the MS Dealer for damage.
- 26.6 MS Dealer agrees to store the Products, and other items which McLaren MS desires or is obligated to repurchase, for a reasonable period of time at MS Dealer's own expense until receipt from McLaren MS of rejection of repurchase or instructions for shipping and return to a destination designated by McLaren MS. MS Dealer agrees to strictly follow and abide by all instructions for return as may be issued from time to time by McLaren MS. All Products will be properly and suitably packaged and containered for safe

transportation to McLaren MS. All damage, regardless of nature or cause, will be the responsibility of the MS Dealer until the Products are inspected and accepted by McLaren MS for repurchase.

- 26.7 McLaren MS, or its designee, at such reasonable time and for such a reasonable period of time as McLaren MS may determine, will have the right to enter the premises where items for repurchase are being held for the purpose of checking the inventory submitted by the MS Dealer or examining, inspecting and inventorying any and all Products submitted for repurchase. If McLaren MS agrees to repurchase and the MS Dealer fails to furnish an inventory, McLaren MS may, at its option, either refuse to repurchase the subject Products, or MS Dealer will reimburse McLaren MS for all costs of McLaren MS preparing an inventory of the Products.
- 26.8 On the termination or expiry of this Agreement, McLaren MS or any person designated by it (including the McLaren MS Nominated Spare Parts Provider(s)) shall have an option to purchase any used Motorsport Vehicles and McLaren MS Products not otherwise eligible for repurchase and owned by the MS Dealer, at fair market value. The MS Dealer shall sell any such Products to McLaren MS (and/or its designated person) with full title guarantee.
- 26.9 On the termination or expiry of this Agreement, the MS Dealer shall provide to McLaren MS full details and contact information of all its customers and prospective customers for the Motorsport Vehicles, the Spare Parts and the Motorsport Maintenance and Repair Services (to the extent not already provided).
- 26.10 Termination or expiry of this Agreement shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of expiry or termination.
- 26.11 Termination or expiry of this Agreement for whatever reason shall not entitle the MS Dealer to any payment by McLaren MS by way of compensation or indemnity, except as set forth herein.
- 26.12 As a condition of repurchase, and notwithstanding any other agreement or offer to repurchase, payment for repurchase will first be applied against, and shall be net of, any obligations or monies owed by the MS Dealer to McLaren MS. All payments due from McLaren MS to the MS Dealer pursuant to any provisions of the MS Dealer Agreement or in connection with the termination of the MS Dealer Agreement will be made by McLaren MS after receipt of the goods to be repurchased and after all debits and credits have been ascertained and applied to the MS Dealer's accounts, and MS Dealer has delivered to McLaren MS the manufacturer's certificate of origin or other document of title for McLaren MS Motorsport Vehicles tendered to McLaren MS for repurchase. In the event that a balance is due from MS Dealer to McLaren MS, the MS Dealer will pay such sum to McLaren MS within ten (10) days of written notice of such balance.
- 26.13 Any payments due from McLaren MS to MS Dealer upon termination of this MS Dealer Agreement shall be further conditioned upon the removal and discontinuation by MS Dealer of all signs, advertisements and other displays of the McLaren MS IPR, and the execution by MS Dealer of a release from liability by MS Dealer of any claims against McLaren MS, except for any sums due hereunder pursuant to this Clause 26.

27. FORCE MAJEURE

- 27.1 Except for payments due to either Party, neither party shall be in default or liable for any delay or failure of compliance with this Agreement to the extent due to any event which is beyond the control of the defaulting party including, without limitation, fire, flood, hurricane, tornado, earthquake, pandemics and plague, war, acts of terrorism, embargo, riot, curtailment of transportation facilities or an unforeseeable intervention of any government authority provided the party suffering such delay or failure of compliance immediately notifies the other party of such delay or failure of compliance.

- 27.2 Notwithstanding the above, McLaren MS may terminate this Agreement on written notice to the MS Dealer if the MS Dealer's performance under this Agreement is affected by an event of force majeure for a continuous period of six (6) months or more with no clear visible effort or progress being made.

28. ASSIGNMENT AND SUB-CONTRACTING

- 28.1 Subject to Clause 28.2, the MS Dealer may not transfer, novate, assign, sub-license or sub-contract this Agreement or any of its rights or obligations hereunder without the prior written consent of McLaren MS.

- 28.2 Subject to Clause 28.3, the MS Dealer or MS Dealer Owners may not, by transfer, novation, assignment, sub-license or sub-contract issue to a third party any rights or obligations under this Agreement or any of their individual rights or obligations hereunder without the prior written consent of McLaren MS.

- 28.3 The MS Dealer may be entitled to subcontract certain of its obligations hereunder relating to the Motorsport Maintenance and Repair Services to a competent third party which has expertise in the services being sub-contracted, provided that, in each case, it has McLaren MS's prior written approval (both as to the subcontractor appointed and as to the terms on which such subcontractor is appointed). Without prejudice to the above, where the MS Dealer does sub-contract any of its obligations hereunder, the MS Dealer:

shall be and remain fully liable to McLaren MS and to its customers for the performance of the sub-contractor appointed by it;

all claims for warranty or other reimbursement made to McLaren MS for work done by the subcontractor shall be submitted to McLaren MS by the MS Dealer, and any such warranty claims that are denied by McLaren MS shall be the sole responsibility of the MS Dealer, and neither the MS Dealer nor the subcontractor shall, for any reason, contact or pursue recovery of payment from a customer for the rejected warranty or other such claim(s); and

shall procure that such sub-contractor complies with the MS Dealer's relevant obligations under this Agreement (as if such sub-contractor were party to this Agreement) and any reference in this Agreement to the MS Dealer's employees, agents and contractors shall include those of the relevant sub-contractor.

29. DEATH OR INCAPACITY

- 29.1 Upon the death or Incapacity of a MS Dealer Owner, a MS Dealer Owner, General Manager or their legal representative must notify McLaren MS of such occurrence. McLaren MS may also determine independently that a MS Dealer Owner has died or become Incapacitated. McLaren MS will then send a notice to the remaining MS Dealer Owners, General Manager or apparent heirs of MS Dealer. The remaining MS Dealer Owner(s) or heir(s) shall have ninety (90) days from the receipt of McLaren MS's notice either to propose a successor to the deceased or Incapacitated MS Dealer Owner, or to otherwise notify McLaren MS of the proposed ownership structure.

- 29.2 If the deceased or Incapacitated MS Dealer Owner is either the MS Dealer Principal, General Manager or the controlling MS Dealer Owner, and no proposal for a replacement is made or the ownership structure proposal is reasonably rejected by McLaren MS, McLaren MS will follow the appropriate procedures pursuant to the MS Dealer Agreement regarding winding up of its relationship with MS Dealer.

- 29.3 If the deceased or Incapacitated MS Dealer Owner is neither the MS Dealer Principal, General Manager nor the controlling MS Dealer Owner, McLaren MS will take no action to terminate the MS Dealer Agreement with MS Dealer as a result of the MS Dealer Owner's death or Incapacity and the remaining MS Dealer Owners may continue

operation of the MS Dealership, provided they comply with the other requirements of this Agreement.

29.4 McLaren MS reserves the right to approve of or reject any management or ownership change proposal.

30. GENERAL

30.1 Except as expressly stated herein to the contrary, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by prepaid registered mail or by facsimile, or by electronic mail, addressed to the intended recipient's address as specified above and other details specified below or such other address as either party may notify to the other for this purpose from time to time. Any notice shall be treated as having been served on delivery if delivered by hand, on the next Business Day after dispatch if sent by courier, on confirmation of transmission if sent by facsimile and four (4) Business Days after posting if sent by pre-paid registered mail.

To McLaren MS: 1405 South Beltline Road, Suite 100, Coppell, Texas 75019

Fax: N/A

For the attention of: The Regional Director with a copy to the Director of Motorsport

Email: nicolas.brown@mclaren.com and ian.morgan@mclaren.com

To the MS Dealer: McLaren Orlando, LLC
420 S Orange Avenue
Suite 220
Florida
Orlando
32801

Fax: 407-641-9160

For the attention of: Steve Parmee and Reed Knight

Email: sparmee@sentinelcf.com
crknight@aol.com

30.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

30.3 If any provision of this Agreement is found to be illegal, invalid or unenforceable pursuant to any applicable law, such term shall, insofar as it is severable from the remaining provisions, be deemed modified to comply with such law, or if it cannot be so modified, will be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining provisions.

30.4 Without prejudice to Clause 1.3, this Agreement (including the attached Schedules) contains all the terms agreed between the parties regarding their subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Without prejudice to Clause 1.3 no representation, undertaking or promise shall be taken to have been given or be implied from anything said or written

in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Without prejudice to Clause 1.3, neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement. Misrepresentations as to fundamental matters shall constitute grounds for termination of this Agreement.

- 30.5 Provisions of this Agreement which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.
- 30.6 The relationship of the parties is that of independent contractors dealing at arm's length. Nothing in this Agreement shall constitute the parties as fiduciaries, partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
- 30.7 The parties to this MS Agreement further acknowledge that it is not a "motor vehicle Dealer" or "franchise" agreement, it is not governed by any state or federal manufacturer/Dealer laws or caselaw interpreting those laws, that it does not need to be filed with governmental or administrative agencies under those laws and that those same governmental or administrative agencies have no jurisdiction over any disputes arising under this MS Agreement. All parties agree that this is a separate, negotiated contract supported by consideration. McLaren MS reserves the right to terminate and/or revoke this MS Agreement with no further obligation to MS Dealer in the event it is recognized or determined that this Agreement is a "motor vehicle MS Dealer" or "franchise" agreement or is attempted to be enforced as such by any party.
- 30.8 The MS Dealer and MS Dealer Owners hereby waive, abandon, release and relinquish any and all claims of any kind and nature whatsoever arising from or out of or in connection with any prior agreement entered into between the MS Dealer and McLaren MS; provided, however, that nothing contained herein shall be deemed a release or waiver of any claim arising out of prior sales of Motorsport Vehicles and/or McLaren MS Products by McLaren MS to MS Dealer, legitimate warranty or incentive claims of MS Dealer, or breach of any provisions of this Agreement which expressly survive its termination or expiry.
- 30.9 The MS Dealer Agreement is personal to the individuals identified as principals, Dealer Owner(s), partners, members or shareholder(s) of MS Dealer. Neither the MS Dealer Agreement, nor any part hereof or any interest therein, may be transferred or assigned by MS Dealer, in whole or in part, directly or indirectly, voluntarily or by operation of law, without the prior written approval of McLaren MS. Any attempted transfer or assignment by the MS Dealer or MS Dealer Owners without obtaining McLaren MS's prior written consent will be void and not binding upon McLaren MS.
- 30.10 The expiry or termination of this MS Dealer Agreement will not extinguish any claims McLaren MS or MS Dealer may have arising out of obligations under this MS Dealer Agreement and related to MS Dealership Operations for the collection of money or the enforcement of any obligations which may be in the nature of continuing obligations.
- 30.11 Subject to Clause 30.8, each party hereby releases the other from any and all claims and causes of action that it may have against the other for money damages arising from any event occurring up to and including the effective date of this Agreement, except for any accounts payable by one party to the other or adjustments to any prior payment, credit or other benefit arising from any audit or other examination conducted by McLaren MS

Automotive with respect thereto. This mutual release does not extend to claims that either party does not know or reasonably suspect to exist in its favor as of the effective date of this Agreement.

- 30.12 The MS Dealer acknowledges that only the President or a designated Vice President, Secretary or Assistant Secretary of McLaren MS is authorized to execute the MS Dealer Agreement, agree to any variation, modification or amendment of any of the provisions thereof, including the Authorized Location, or to make commitments for or on behalf of McLaren MS. No other employee of McLaren MS may make any promise or commitment on behalf of McLaren MS or in any way bind McLaren MS. The MS Dealer agrees that it will not rely on any statements or purported statements except those made or purportedly made by authorized personnel as stated above.
- 30.13 The MS Dealer Agreement, including all documents incorporated herein by reference, contains the entire agreement between the MS Dealer and McLaren MS. The MS Dealer acknowledges that no representations or statements other than those expressly set forth herein were made by McLaren MS or any officer, employee, agent or representative thereof, or were relied upon by MS Dealer in entering into the MS Dealer Agreement. The MS Dealer Agreement terminates and supersedes, as of the execution thereof, all prior agreements relating to the Motorsport Vehicles and/or McLaren MS Products and/or the provision of the Motorsport Maintenance and Repair Services, if any.
- 30.14 The MS Dealer warrants and agrees that it has paid no franchise fee, nor has it provided any goods or services in lieu of same, to McLaren MS or to any other entity or individual in consideration of entering into this Agreement and that the sole consideration to McLaren MS for entering into this Agreement is the ability, integrity, and assurance of personal services of the MS Dealer Principal, Dealer Owners and General Manager of the MS Dealer and their and the MS Dealer's expressed intention to deal fairly and equitably with McLaren MS and the public as set forth in this Agreement.

31. GOVERNING LANGUAGE

- 31.1 This Agreement is in English. If this Agreement is translated into any language other than English, the English language text shall prevail.
- 31.2 Each notice, instrument, certificate or other communication given by one party to another under this Agreement or in connection with this Agreement shall be in English and if such notice, instrument, certificate or other communication is translated into any other language, the English language text shall prevail.

32. GOVERNING LAW AND DISPUTE RESOLUTION

- 32.1 This MS Dealer Agreement shall be governed and construed according to the substantive laws of Florida, and not by its conflict of laws provisions.

32.2 Dispute Resolution

32.2.1 Dispute Resolution. Any controversy or claim arising out of or relating to or in connection with this MS Dealer Agreement or any failure to agree where agreement of the Parties is necessary pursuant hereto, shall be resolved by the following procedures:

32.2.2 Attempt to Resolve Dispute. The Parties shall use all reasonable efforts to amicably resolve the dispute through direct discussions. The senior management of each of the Parties commits itself to respond promptly to any notice of such dispute. Any one of the Parties may send written notice to the other Parties identifying the matter in dispute and invoking the procedures of this article. Within ten (10) days after such written notice is received, unless a delay is agreed to by both of the Parties to the dispute or the Parties agree to confer by telephone, one or more senior management of each of the Parties

shall meet in New York to attempt to amicably resolve the dispute by written agreement. Nothing herein shall prevent a party from seeking injunctive relief, where appropriate, from a court of competent jurisdiction pending the outcome of any arbitration concerning the subject of such arbitration or when authorized by an arbitrator's award or when emergency relief is required.

- 32.3 Nothing in this Clause 32 or otherwise in this Agreement shall prevent McLaren MS from taking any legal proceedings in any forum to protect or enforce the McLaren MS IPR.
- 32.4 McLaren MS and the MS Dealer hereby waive, to the extent permitted by law, the right to trial by jury for all disputes, controversies or claims which may arise between the MS Dealer and McLaren MS out of or in connection with this Agreement, or its construction, interpretation, effect, performance, termination and the consequences thereof, or in connection with any transaction between the parties.

33. GUARANTEE

The MS Dealer will procure a parent company or Dealer Owner performance and financial guarantee in favor of McLaren MS (or equivalent security acceptable to McLaren MS) if required by McLaren MS to do so.

DULY EXECUTED:

SIGNED by

for and on behalf of)
the **MOTORSPORT DIVISION OF**)
MCLAREN AUTOMOTIVE,)
INC.)

SIGNED by

for and on behalf of)
MCLAREN ORLANDO, LLC)

SCHEDULE 1

Premises and Authorized Location

4580 Millenia Boulevard
Orlando
Florida
USA
32839

SCHEDULE 2

Motorsport Vehicle Models

Motorsport Vehicles manufactured by McLaren MS during the term of this MS Dealer Agreement

SCHEDULE 3

MS Dealer Owners

Steven Parmee

C. Reed Knight Jr.

Christopher John Hardiman

MS Dealer Principal

Steven Parmee

General Manager

Thomas Roach