## THIS ADDENDUM IS ENTERED INTO BY AND BETWEEN,

**DORNA SPORTS, S.L.**, a Spanish company domiciled in Madrid (Spain) Príncipe de Vergara, 183; 28002 MADRID, with tax number ES B 84760800 (herein after **DORNA**),

And

**SPOLEK PRO GP ČR Brno** a company incorporated according to the laws of Czech Republic whose principal place of business is at Radnická 366/4602 00 Brno and whose identification number is 04500750 (hereinafter referred to as "THE PROMOTERS")

Both parties to be referred to collectively as "the Parties"

## **WHEREAS**

- I.- On 11<sup>th</sup> January 2016 the Parties entered into a Contract by which THE PROMOTERS committed to comply with the obligation to promote the Event at the Brno Circuit within the 2016-2020 seasons both included (herein after "**The Promoters Contract**") subject to the terms and conditions as set forth at the Promoters Contract.
- II.- Due to the situation arising from COVID-19 the Event will have to take place on the same date (7<sup>th</sup> to 9<sup>th</sup> of August 2020) but without public.
- III.- Now the Parties have agreed on a partial amendment of the Promoters Contract pursuant to the terms and conditions agreed through this Addendum.

The Parties recognize to each other the necessary capacity to enter into this Addendum and agree the following,

## **CLAUSES**

- 1. The Parties agree that the 2020 Event shall take place on the same date that is from the 7<sup>th</sup> to the 9<sup>th</sup> of August as published in the MotoGP Calendar but that the public shall not be admitted at the Circuit and the amendments included in clauses 2, 3, 4, 5, 6 and 9 shall apply to the 2020 Event.
- 2. Clause 29 B) (v) is amended so that the 2020 Event Fee to be paid by THE PROMOTERS shall amount to one million euros (1,000,000€).

- Clause 29 C) shall be amended so that Payment of the Event Fee pursuant to clause 29 (B) (v) shall be made by THE PROMOTERS to DORNA on April 1<sup>st</sup> 2021.
- **4.** DORNA shall draft and put in place the COVID 19 safety protocols to be complied with by THE PROMOTERS and by any person accessing the Circuit to develop any activity (sportive or non-sportive) related with the Event, the "MotoGP Health and Safety Plan Covid19".

Section referred to "definitions" in the Promoters Contract shall amend the definition of FIM Motorcycling World Championship as follows:

## " FIM Road Racing World Championship "

means a professional FIM Road Racing World Championship Grand Prix organised and promoted in accordance with the DORNA's Promoters Manual (which may be supplemented or amended by Dorna from time to time but never later than March 30<sup>th</sup> of each relevant season) and with the Sporting Regulations (which include: Technical Regulations, Medical Code, *Moto GP Health and Safety Plan COVID19*, Disciplinary and Arbitration Proceedings and Circuit safety standards) referred to therein as supplemented or amended from time to time (hereinafter collectively referred to as the "Series Regulations").

- 5. For the 2020 Event, THE PROMOTERS will be entitled to have one TV view advertising corner for institutional/touristic promotion of the Region, the location of such corner will be decided by DORNA and the production and installation of such advertising shall be borne by THE PROMOTERS provided the standards of the Championship are fulfilled.
- **6.** The following clauses shall not apply:
  - 6.1.- Clause 27 as far as the sale of products or services within the Circuit and boundaries areas controlled by THE PROMOTERS shall be prohibited.
  - 6.2.- Section 2 a) and 2 b) of Schedule 2 related to the delivery of food, beverage and tobacco.
  - 6.3.- Section 2 e) of Schedule 2 related to hospitality rights of THE PROMOTERS.
  - 6.4.- Section 2 f) of Schedule 2 related to institutional promotional activities at the Public Area.
  - 6.5.- Section 2 g) of Schedule 2 related to promotional stand at the German Grand Prix.
  - 6.6.- Section 14 of Schedule 2 related to THE PROMOTERS's obligation to provide DORNA with 1000 entrance tickets.

**7.** The Parties agree to extend the TERM of THE PROMOTERS CONTRACT for the year 2021.

Definition of "Term" shall be amended as follows:

"the Term" means the period commencing on the date upon which this Agreement comes into force pursuant to clause 48 and ending on the 31st. day of December 2021.

- **8.** The Event Fee for the 2021 Event shall be six million Euros (6.000,000€) and the Promoters Contract shall be entirely valid for the 2021 season including the Event Fee as set forth in this clause.
- **9.** To the exception of the amendments expressly agreed through this Addendum, the Promoters Contract shall remain entirely valid and in place but in the event of any contradiction or inconsistency between the Addendum and the THE PROMOTERS Contract, the Addendum shall prevail.

In prove of mutual agreement with the terms and conditions of this Addendum, the Parties execute and sign on the date and place herein overstated.

Agreed and accepted for and on behalf of THE PROMOTERS

| BY JUDr. Markéta Vaňková, Mayor, representing the City of Brno as a member of the executive committee of the company being a person duly authorised to do so with all power to bind SPOLEK PRO GP ČR Brno           |
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| and   |
| BY JUDr. Bohumil Šimek, Governor, representing the South Moravian Region as a member of the executive committee of the company being a person duly authorised to do so with all power to bind SPOLEK PRO GP ČR Brno |
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| Agreed and accepted for and on behalf of <b>DORNA</b>   |
| BY Carmelo Ezpeleta, CEO, Dorna Sports, S.L   |
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