

██████████ Board of Directors:

The Board of Tidewater Sports Car Club thanks the board of ██████████ for reviewing and responding to the initial proposal. The TSCC Board met to review and discuss your counter proposal. The TSCC Board presents this final collaboration offer, taking into account the points raised in the ██████████ proposal. The final proposal is described as follows:

### **Autocross Points Events**

TSCC proposes three (3) joint points events between TSCC and ██████████. These events are to be selected by ██████████ out of the following list:

- Sunday, July 2nd,
- Sunday, August 6th,
- Sunday, October 29th, and
- Sunday, November 19th

For all three (3) of these events, TSCC will be responsible for:

- Covering the cost of the site,
- Providing insurance for the event,
- Operating registration via MotorsportsReg, and
- Collecting signed waivers.

To provide context for this term: TSCC purchases event insurance for the complete season at the beginning of the year, rather than per event, and has completed the underwriting process for the 2023 season. By altering the number of events, it changes the per-event cost for all of TSCC events through the insurance carrier. In light of insurance renewal period at the end of January, necessary for our event at VIR in early February, TSCC will maintain all administrative tasks for collaborative events, as described above.

For two (2) of these events, TSCC will be the leading organization of the event. For one (1) of these events, ██████████ will be the leading organization. ██████████ may select the event to lead of the three (3) dates selected. Lead organizations have the following benefits and responsibilities:

- Lead organization is billed first on marketing and advertisements, and
- Lead organization will provide staff, equipment, and course design for the event(s) they are leading.

For the two (2) events led by TSCC, net profits of the collaborative events will be split 80/20, with 80% of the net profits going to the ██████████. For the event led by ██████████, 100% of the net profits will go to ██████████.

Membership pricing will be honored between both organizations for the collaborative events. Courses are subject to safety sign-off by leadership of both organizations. TSCC and ██████████ will select one representative to complete this sign-off for the event(s) when the other organization is lead.

### **Previous and Future Public Statements**

To accept this proposal for the three (3) collaborative Autocross Points Event, TSCC requires the removal of the following social media post on the "[REDACTED]" page:

- [REDACTED] post dated [REDACTED]

and requests the removal of the following social media post on the "[REDACTED]" page:

- [REDACTED] post dated [REDACTED]

Additionally, TSCC requires an updated statement, that includes a retraction of previous comments, regarding the acquisition of 2023 dates and planned collaboration be posted to [REDACTED]'s social media. This statement will be reviewed and approved by both organizations before posting publicly. No further comments regarding the acquisition of 2023 dates (both collaborative and separate events) will be made outside of the respective clubs' boards.

TSCC agrees to share a public statement announcing TSCC and [REDACTED]'s collaboration for the 2023 season.

### **Additional Dates Available at VMP**

In the event additional dates become available at VMP during the 2023 season, outside the established dates previously provided, TSCC agrees [REDACTED] has first right of refusal to all newly available dates in 2023.

### **Additional Terms**

Further operational discussions for the collaborative events will be conducted in confidence between the boards of TSCC and [REDACTED]. No statements will be made publicly without approval from leadership of both organizations.

Collaboration between TSCC and [REDACTED] will be executed in good faith from both organizations. Disputes, conflicts, and concerns will be handled through direct conversation between the leadership of both organizations.

[REDACTED] is welcome to use TSCC results from the non-collaborative events to supplement their season points if desired, however there will be no profit-sharing or event operation input from [REDACTED] on the non-collaborative TSCC dates in 2023.

TSCC requests your written response to this proposal no later than 8:00 PM on February 12, 2023 to allow for ample operational planning time. If [REDACTED] requires more time to discuss this proposal within their board, please provide TSCC with an updated timeframe to expect a response. TSCC leadership is available by email for further clarification and discussion on this proposal.



TSCC expects the contents of this proposal and discussions relating to this proposal to be held in confidence between the boards and outside the view of membership. TSCC hopes that [REDACTED] respects this position.

Thank you,

Tidewater Sports Car Club

Alex Hard, President

Stephen Riner, Vice President of Membership

Logan Stillman, Vice President of Operations

Amanda Leahy, Vice President of Communications

Lisa Castro, Treasurer