

RACING SUPPORT AGREEMENT

This Racing Support Agreement ("Agreement") is entered into as of January 26, 2006 ("Effective Date") by and between Mazda Motor of America, Inc., a California corporation, d/b/a Mazda North American Operations ("MNAO") and _____, a _____ Corporation ("Race Team").

WHEREAS, Race Team possesses special skills and experience in the racing of motor vehicles in sanctioned racing events in the United States and Canada;

WHEREAS, Race Team desires to race certain Mazda motor vehicles and to obtain financial assistance in connection with such activities;

WHEREAS, MNAO sells and distributes Mazda brand vehicles, parts and other products in the United States and elsewhere; and

WHEREAS, MNAO is willing to provide Race Team with such financial assistance related to the racing of such vehicles, subject to certain conditions and agreements by Race Team;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term & Termination. This Agreement shall be in effect from January 1, 2008 to and including December 31, 2008 ("Term"). During the Term, Race Team agrees that MNAO shall be the sole and exclusive automotive and truck sponsor of Race Team. If during the Term, Race Team grants sponsorship rights for products or services other than automobiles and trucks to a brand that also produces automobiles or trucks under the same or substantially similar brand name, Race Team shall require that the brand's signage and other track promotions indicate the nature and limits of such brand's sponsorship so as to reasonably avoid confusion or ambiguity as to MNAO's exclusive automotive and truck sponsorship. MNAO may terminate this Agreement with cause, upon thirty (30) days prior notice ("Cure Period") to Race Team. If Race Team does not cure such breach within the Cure Period, then, MNAO may immediately terminate this Agreement without any further notice to Race Team.

2. Racing Effort. During the Term, Race Team agrees to use its best efforts to enter and race at its expense the Racing Vehicles (as defined below) in the races listed on Schedule "1" attached hereto (hereinafter referred to as the "Competition Races") sanctioned by **IMSA** ("Sanctioning Body") as the Star Mazda Pro Series. In addition, Race Team shall use its best efforts to obtain financing from persons (except as limited by Section 1) other than MNAO to permit Race Team to enter and race the Racing Vehicles in all of the Competition Races.

3. Racing Vehicles. As used in this Agreement, the term "Racing Vehicles" shall mean **Star Mazda Pro Car with Mazda Renesis Rotary engine**, which shall be owned and used by Race Team in its racing efforts described in Section 2 above. Race Team shall modify and prepare at Race Team's expense the Racing Vehicles so that the Racing Vehicles comply with all applicable requirements for entry and racing in the Competition Races. Race Team shall

repair all body damage and repaint the Racing Vehicles in a manner satisfactory to MNAO prior to each Competition Race.

4. Racing Personnel. _____ (“Racer”) has been designated by MNAO to drive the Racing Vehicles in each of the Competition Races entered. Race Team further agrees to use its best efforts to assure that Racing Vehicle is in good physical condition at the time of each of the Competition Races in which it is scheduled to compete. At all times, Race Team shall, and shall ensure that its employees, agents and representatives (“Personnel”) associated with Race Team’s obligations under this Agreement, conduct itself/themselves in a professional and sportsmanlike manner and comply with all rules and regulations of the Competition Races, so as to promote MNAO’s good reputation and positive image and not to adversely affect the image of MNAO or its parent’s, subsidiaries’ or affiliated companies’. Race Team shall report to MNAO any activity by its Personnel that is in conflict with the foregoing sentence.

5. Publicity and Advertising Rights. Race Team agrees that MNAO and all other companies designated by MNAO shall have full and complete rights to use for publicity or advertising purposes, in any and all media and without payment of any further consideration to Race Team or any Personnel, of the following: each Racing Vehicle and its likeness and name; the likeness and name of Race Team and the Personnel; the results of Race Team in any of the Competition Races; any statement or endorsement solicited by MNAO or related to the Competition Races and/or the Racing Vehicles in such manner and for such purposes and with such frequency as MNAO shall determine in its sole discretion; and all other aspects of Race Team’s performance of this Agreement as MNAO may choose.

Race Team agrees to obtain for MNAO consents from each of the other sponsors or owners of intellectual property which has a logo, signage, apparel patch or other intellectual property that may appear in any such film, videotape, photograph or recording (e.g. logos on uniform, car etc.).

MNAO may, at its sole discretion, make a request for Race Team to review for accuracy any proposed promotional material. Race Team shall determine the accuracy of said material and shall convey its review in writing ten (10) days after submission thereof to Race Team. No such request or subsequent determination gives Race Team a right to inspect any promotional material. Race Team hereby waives all rights of inspection or approval with regard to any recording, taping, reproduction, proposed printed, audio or video publication and/or any other use with regards to the foregoing.

6. MNAO's Prior Approval. Any advertising or other material prepared by Race Team, or Race Team's representatives or agents, which contains a Mazda vehicle or which otherwise utilizes any Mazda Mark shall be provided to MNAO in advance of publication or broadcast for MNAO's review. All such materials must receive the written approval of MNAO prior to any use, publication or broadcast thereof.

7. Use of Mazda Marks.

(a) Race Team further agrees to affix the Mazda logo in its precise form to each Racing Vehicle and to the uniforms of each individual driver and the racing crew of the Racing Vehicle in each of the Competition Races entered pursuant to this Agreement in such size, colors, locations and manner as prescribed by MNAO. Race Team will not affix to the Racing Vehicle or to the uniforms of the drivers or crew of the Racing Vehicle the names, logos or other identifications of sponsor companies or individuals of Race Team additional to MNAO in such locations or in such a manner that would in MNAO's opinion, be detrimental to MNAO's image or reputation. Race Team agrees to promptly remove or change the locations of any such names, logos or other identifications of other sponsors, companies or individuals at MNAO's request. Race Team shall display Mazda and/or Mazdaspeed banners and pennant strings in its paddock area at all Competition Races.

(b) In the event an in-car camera is being used on the Racing Vehicles, it is Race Team's responsibility to ensure that the Mazda Marks are in the camera's view, to the best of their ability.

(c) In connection with Section 7(a) and as otherwise permitted under this Agreement, MNAO may from time to time grant to Race Team the non-exclusive right to use trademarks, trade names, service marks, insignias or logos owned by it or Mazda Motor Corporation (collectively, "Mazda Marks"). Race Team and its affiliates and agents, if any, shall have no interest in or right to the use of such Mazda Marks, except for any limited non-exclusive right of usage which MNAO may grant in writing pursuant to this Agreement. Any such limited non-exclusive right shall, in any event, be expressly limited to the Event and any activities or promotions reasonably incident thereto.

(d) Whenever Race Team uses a Mazda Mark licensed hereunder, it shall print or display the following statement: "The [relevant Mazda Mark] is used solely by permission of Mazda Motor of America, Inc." or (ii) when the statement is impractical, either print a registered trademark symbol (®), trademark symbol (™), or service mark symbol (SM) whichever is appropriate. In the alternative, Race Team may request, in writing, an alternate display method, which shall be subject to MNAO's prior written approval.

(e) The limited license granted hereunder is nonassignable and does not inure to the benefit of Race Team's successors or permitted assignees. In the event Race Team or any affiliate or agent attempts to transfer or assign this limited non-exclusive license, such limited license shall terminate immediately without further action from MNAO.

8. MNAO's Obligations. In consideration for Race Team's obligations under this Agreement, MNAO shall pay Race Team as set forth on Exhibit "A" ("Payment"), attached hereto. Check shall be payable to Race Team and mailed as specified in Section 24. In addition, MNAO shall perform those additional obligations set forth on Exhibit "D".

9. Race Team's Additional Obligations.

(a) Race Team shall: (i) obtain a signed liability release substantially in the form set forth in Exhibit "C" from persons participating in the Competition Races on behalf of Race Team, naming MNAO, and its parent, subsidiary and affiliated companies, as released parties; (ii) comply with any and all federal, state and local rules and regulations governing the Competition Races; (iii) be responsible for all taxes, federal, state and local, now effective or imposed with respect to Race Team's participation in and winnings from the Competition Races; and (iv) maintain all required licenses, approvals, accreditation's, certifications and endorsements (collectively referred to as "Qualifications") as are required to conduct its operations. Race Team shall notify MNAO immediately upon becoming aware that Race Team may lose or has lost any Qualification, including Qualifications obtained by Race Team subsequent to the Effective Date, and provide MNAO with a written explanation for the potential loss or loss of such Qualification. Upon loss of any such Qualification, MNAO, in its sole discretion, may terminate this Agreement and a pro rata portion of the Payment shall be immediately refunded by Race Team to MNAO.

(b) If Race Team modifies the Racing Vehicles and/or Parts with cosmetic accessories and/or performance enhancing modifications ("Modifications"), Race Team represents and warrants that any Modifications made to the Racing Vehicles and/or Parts: (i) will not infringe or otherwise violate the rights of any person or entity, including, but not limited to copyright, patent, trademark or other intellectual property rights; and (ii) will be in compliance with, and will not violate, any applicable laws, regulations or governmental requirements, including but not limited to federal and state environmental laws. Race Team represents and warrants that none of the Modifications will affect the safety of the Mazda vehicle or Parts. If any changes, alternations, enhancements or otherwise are made to Racing Vehicles or Parts that might involve in any way the safety of any occupants, the public at large, or property, Race Team will confirm whether such changes require certification under the Federal Motor Vehicle Safety Standards ("FMVSS") and arrange full certification as required by law, regulation or governmental requirement.

(c) Each Personnel (as defined in Section 4) must execute the Release, Indemnity and Waiver attached hereto as Exhibit "C". Race Team shall be responsible for obtaining each such Release, Indemnity and Waiver and providing the original Release, Indemnity and Waiver to MNAO. Race Team expressly agrees that the above Release, Indemnity and Waiver is intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid, then the balance shall nevertheless continue in full legal force and effect to the greatest extent permitted by law.

10. Infringement. Race Team shall immediately notify MNAO of any actual or threatened infringements and/or unauthorized uses of any Mazda Marks and of any claim that the Modifications infringe or otherwise violate the rights of any person or entity, including but not limited to copyright, patent, trademark or other intellectual property rights, as soon as Race Team becomes aware of such infringements and/or unauthorized uses. To the extent any infringement or unauthorized use involves any Mazda Marks, MNAO shall, at its expense, have the sole right, but not obligation, to bring any action on account of any such infringements and/or

unauthorized uses, and Race Team agrees to cooperate with MNAO, as MNAO may reasonably request. MNAO shall retain any and all damages, settlement and/or compensation paid in connection with any such action.

11. Injunctive Relief. Race Team agrees that in the event of a breach or alleged breach of any term of this Agreement, MNAO shall not have an adequate remedy at law, including monetary damages, and that MNAO shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which MNAO shall be entitled.

12. Indemnification. Race Team shall defend, indemnify, protect and hold MNAO and its parent, subsidiary and affiliated companies, and its/their officers, employees, agents and representatives harmless from and against any and all claims, causes of actions, damages, losses, costs and expenses (including without limitation attorneys' and experts' fees and costs) ("Claims") arising out of, alleged to arise from or connected to: (a) Race Team's breach, misrepresentation or non-performance under this Agreement, including, but not limited to, any failure of the Racing Vehicles, Parts (as defined in Section 17 below) or Race Team to comply with any applicable local, state or federal laws, rules or regulations or to pay any taxes; (b) the failure of any Modifications (or the Racing Vehicles or Parts as a result of the Modification) to comply with any applicable law, regulation or governmental requirement; (c) Race Team's failure to provide MNAO with signed releases; (d) any payment owed by Race Team to persons or entities associated with the Competition Races or Racing Vehicles or Parts; (e) any Claims by any person (including but not limited to any Personnel or other third party and any heirs, legal representatives, successors and assigns of the aforementioned) and including, but not limited to Claims for personal injuries, death, or property damage arising from any Competition Race and/or arising from the Racing Vehicles or Parts; and (f) any material supplied by Race Team pursuant to this Agreement.

13. Insurance. Race Team agrees to maintain the insurance requirements set forth on Exhibit "E". Race Team further agrees that all deductibles of such insurance policies shall be assumed by and for the account of, and the sole risk of Race Team. Race Team further agrees that all insurance carriers must be rated as "A" or "A-" or better by A. M. Best Company, and must have a A.M. Best Company Financial Size rating of a least Class V. Such policies shall cover and include without limitation automobile bodily injury, property damage, and similar and related losses including racing liability and assure that Mazda is an additional insured or co-beneficiary thereunder. If a sanctioning body provides a blanket racing liability insurance policy (for a particular event) and that policy provides coverage equal to or greater than the insurance requirements in exhibit E, and the policy automatically covers sponsors as additional insureds, then such insurance will be deemed to satisfy the insurance requirement relative to racing events. Race Team shall furnish MNAO with certificates of insurance from such company or companies evidencing such coverage at least two (2) weeks prior to the Effective Date.

14. Default; Remedies.

(a) The following event shall constitute an Event of Default (“Event of Default”) under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

(i) Race Team shall fail to cause to be carried and maintained the insurance required under Section 14 hereof;

(ii) Race Team shall make any material misrepresentation or shall breach any warranty made herein;

(iii) Race Team shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;

(iv) Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of ten (10) days after the receipt of written notice thereof from the non-defaulting party;

(v) Race Team should commit an act which brings the Mazda name into disrepute, or otherwise substantially diminishes the value of the sponsorship association; or

(vi) Any third party necessarily associated with the Competition Races (e.g., race team member or driver, sponsoring or sanctioning organization, host charity beneficiary) should become incapable of performing as the parties have anticipated in entering into this Agreement.

(b) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, that the defaulting party is in breach of this Agreement, and:

(i) may immediately terminate this Agreement without any liability whatsoever;

(ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof;

(iii) may exercise any other right or remedy available to it under law or in equity; or

- (iv) may seek any permitted combination of such remedies.

No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

In the event this Agreement is terminated by reason of a material breach by Race Team, Race Team shall return a pro-rata portion of the Payment to MNAO, pro-rated based on the number of Competition Races Race Team participated in under this Agreement prior to termination. In addition, MNAO may withhold any contingency payments that MNAO may owe to Race Team under MNAO's Contingency Program.

15. Representations and Warranties. Race Team represents and warrants to MNAO that: (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action; (b) this Agreement is a valid and binding obligation of Race Team enforceable against it in accordance with its terms and Race Team has sole and exclusive authority to grant the promotional rights to MNAO which are the subject of this Agreement; (c) Race Team has no contractual obligations, nor are there any pending actions or proceedings, or threatened actions or proceedings, which if adversely determined, would impair Race Team's right to perform its obligations hereunder. Race Team covenants and agrees with MNAO that: (aa) at all times during the term of this Agreement, Race Team, the Racing Vehicles and all activities connected therewith or incident thereto, shall comply with all applicable federal, state and local laws, statutes, rules and regulations

16. Disclaimer of Warranties. Race Team may from time to time purchase various Mazda automotive parts and components ("Mazda Parts") or may be provided with certain defective Mazda Parts ("Defective Parts") (Mazda Parts and Defective Parts are collectively referred to herein as "Parts") in order to build or modify the Racing Vehicles. RACE TEAM ACKNOWLEDGES AND AGREES THAT ALL MAZDA COMPONENT PARTS, INCLUDING WITHOUT LIMITATION COMPETITION AND STOCK PARTS PURCHASES ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IN ADDITION, MNAO MAY FROM TIME TO TIME PROVIDE RACE TEAM WITH CERTAIN DEFECTIVE PARTS. RACE TEAM ACKNOWLEDGES THAT SUCH DEFECTIVE PARTS MAY NOT MEET FEDERAL, STATE, OR LOCAL SAFETY, ENVIRONMENTAL, OR OTHER LEGAL REQUIREMENTS, AND RACE TEAM ASSUMES ALL LIABILITY RESULTING FROM USE OF THE DEFECTIVE PARTS. ALL IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. RACE TEAM ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE TO IT REGARDING THE PARTS, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS AS TO THEIR QUALITY OR PERFORMANCE, AND THAT RACE TEAM SHALL BE RESPONSIBLE FOR ALL COSTS OF REPAIR OR REPLACEMENT OF, AS WELL AS ANY OTHER DAMAGES ARISING OUT OF ANY DEFECT IN OR FAILURE OF, SUCH MAZDA PARTS. RACE TEAM ACKNOWLEDGES THAT INSTALLATION OF CERTAIN MAZDA PARTS MAY CAUSE A VEHICLE TO BE RENDERED UNLAWFUL FOR USE ON PUBLIC HIGHWAYS OR UNSAFE, AND RACE TEAM ASSUMES ALL

RISKS AND EXPENSES THEREOF. IN NO CASE SHALL MNAO BE LIABLE FOR ANY DAMAGES INCLUDING SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF SUCH PARTS.

17. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent.

18. Independence. The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make either party the partner, joint venturer, principal, agent or employee of the other party hereto. Specifically, Race Team shall have no express or implied authority to act for or on behalf of MNAO. Further, no officer, director, employee, representative, agent, affiliate or contractor retained by Race Team to perform work on MNAO's behalf hereunder shall be deemed to be an employee, representative, agent or contractor of MNAO. Race Team is solely responsible for payment of (i) all income, disability, withholding, and other employment taxes as well as (ii) all medical benefit premiums, vacation pay, sick pay or other fringe benefits resulting from Race Team's retention of any such officers, directors, employees, representatives, agents, affiliates or contractors. Without limiting any remedy hereunder, Race Team shall indemnify, defend, protect and hold MNAO harmless from any claim for any such payment.

19. Governing Law. This Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Orange County, California.

20. Entire Agreement; Joint Drafting; Changes/Amendments. This Agreement, together with all Exhibits attached hereto (which are incorporated herein by reference) and any extensions or renewals of this Agreement, constitute the parties' entire agreement with respect to the subject matter of this Agreement and supersedes all prior statements or agreements, both written and oral. This Agreement was fully negotiated and shall be deemed to have been jointly drafted by both parties. This Agreement may be amended only by a writing signed by both parties.

21. Severability. If any provision in this Agreement is held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, the remainder of the provisions or enforceable parts of this Agreement shall not be affected, and shall be enforced to the fullest extent permitted by law.

22. Attorneys' Fees. Should either party institute or participate in a legal or equitable action or proceeding against the other party seeking to enforce or interpret this Agreement, the non-prevailing party in the proceeding shall pay the prevailing party's costs, including without limitation, experts' and professional fees and costs, reasonable attorneys' fees, and costs and fees on appeal. Said obligation of the non-prevailing party shall be deemed to accrue on the date of commencement of such action or proceeding.

23. Notices. Whenever notice is to be given by any party to the other party under this Agreement, such notice shall be made by any one of the following methods: personally; by overnight courier service from which proof of delivery can be obtained, via next business day delivery, delivery charges prepaid; or by registered or certified mail, return receipt requested. Notices shall be deemed received (a) if personally delivered or via overnight courier, upon date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following delivery to the party to whom the notice is addressed; (b) if mailed, two (2) business days after deposit in the U.S. mail. Any party may change its address and other noticing information by giving the other party written notice of such change in accordance with this Section. All notices shall be sent to the addresses set forth below:

To MNAO: Mazda Motor of America, Inc.

Mazda North American Operations
7755 Irvine Center Drive
Irvine, California 92618
Attention: Jim Jordan, Alternative Marketing Manager

With a copy to:

Mazda North American Operations
7755 Irvine Center Drive
Irvine, California 92618-2922
Attention: General Counsel

To: **Race Team**

Attention: _____

25. Non-Waiver. The waiver by a party of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver by such party of any other covenant, condition, obligation, representation, warranty or promise. The waiver by any party of the time for performing any act or condition under this Agreement does not constitute a waiver of the act or condition itself.

26. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt, and the parties agree to exchange original signature pages as soon as reasonably possible after receipt of facsimile transmission.

27. Time is of the Essence. The parties agree that time is an important consideration in this Agreement.

28. Survival of Provisions. The following provisions shall survive and continue after any termination of this Agreement: Section 5 (Publicity Rights), Section 10(b), Section 11 (Infringement), Section 12 (Injunctive Relief), Section 13 (Indemnification), Section 14 (Insurance), Section 17 (Disclaimer of Warranties), Section 28 (Survival), and any other provision hereof which provides that it survives expiration or which must survive expiration in order to be fully operative.

29. Captions. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation.

30. Signing Authority. The person executing this Agreement on behalf of the respective parties hereby represents that he or she has the authority to sign on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MAZDA MOTOR OF AMERICA, INC.

Race Team

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"
TO MAZDA RACING SUPPORT AGREEMENT

PAYMENT SCHEDULE

MNAO shall pay Race Team by check in U.S. currency, not to exceed:

\$200,000

On April 1, 2008

\$200,000

On or prior to August 1, 2008

EXHIBIT "B"
TO MAZDA RACING SUPPORT AGREEMENT
ADDITIONAL OBLIGATIONS OF RACE TEAM

Race Team shall have the following additional obligations, in addition to the obligations set forth in the Agreement:

If Race Team has an open parts account with MNAO, Race Team understands that the account will be inactivated and placed on credit hold if the account balance becomes past due for over 30 days at any time. Race Team acknowledges that any payments due by MNAO to Race Team will be withheld if Race Team's parts account becomes delinquent.

EXHIBIT "C"
TO MAZDA RACING SUPPORT AGREEMENT

**RELEASE OF CLAIMS, HOLD HARMLESS AND,
INDEMNITY AGREEMENT; AND WAIVERS**

In consideration for being associated with **Race Team** ("Race Team"), which receives certain support from Mazda Motor of America, Inc., I, the undersigned, do hereby, on behalf of myself, my spouse and heirs, executors, administrators, legal representatives, successors and assigns irrevocably and unconditionally release and discharge Mazda Motor of America, Inc., d/b/a Mazda North American Operations, and its parent, subsidiary and affiliated companies and its/their predecessors, successors and assigns (collectively referred to as "Mazda"), and the respective directors, officers, employees, agents and representatives, and all persons acting by, through, under or in concert with any of them (collectively with Mazda referred to as "Released Parties"), from and against any and all claims, causes of action, damages, demands, liens, rights, controversies, losses, costs and expenses (including, but not limited to, attorneys' fees and costs), or charges of whatsoever nature, whether known or unknown, developed or undeveloped, suspected or unsuspected, fixed or contingent, past, present or future, including, without limitation, wrongful death and bodily injury, any injuries to property, real or personal, whether or not liability is alleged to arise from **NEGLIGENCE OR OTHER TORTIOUS CONDUCT** of Released Parties, or any of them ("Claim" or "Claims"), which arose or arise out of the undersigned's activities or association with Mazda, Race Team, or racing motor vehicles ("Racing Vehicles") or Mazda parts (including but not limited to defective Mazda parts) ("Parts") provided to Race Team during the term of this Agreement.

Covenant not to Sue. Further, the undersigned agrees to never institute any action or any suit at law or in equity against Released Parties, nor institute, or prosecute or in any way aid in the institution or prosecution of any Claim, whether or not liability is alleged to arise from **NEGLIGENCE OR OTHER TORTIOUS CONDUCT** of Released Parties, or any of them, for damages, costs, loss of services, expenses (including, but not limited to, attorneys' fees and costs) or compensation for or on account of any damage, loss, or injury either to person (**including death and bodily injury**) or property, or both, whether known or unknown, developed or undeveloped, suspected or unsuspected, fixed or contingent, past, present or future, arising out of any of the undersigned's activities or association with Mazda, Race Team or the Racing Vehicles or Parts during the term of this Agreement.

Release of Unknown or Unanticipated Claims. The undersigned further agrees and acknowledges that there is a risk that subsequent to the execution hereof, the undersigned will discover, incur or suffer Claims which were unknown or unanticipated at the time of execution, including without limitation, unknown or unanticipated Claims which arose from, are based upon, or are related to the undersigned's physical proximity to, or other connection with any vehicles, Parts, equipment, or other items made available by or through the Released Parties, which if known by the undersigned on the date of execution hereof may have materially affected the undersigned's decision to agree to this release.

Waiver of Cal. Civil Code § 1542. The undersigned acknowledges and agrees that by reason of the release contained above, the undersigned is assuming all risk of bodily injury, death or property damage, and all other unknown and unanticipated Claims and agrees that the undersigned's release of Released Parties applies thereto. The undersigned expressly waives whatever benefits the undersigned may have under Section 1542 of the California Civil Code (or similar applicable law from another state), which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of California Civil Code Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, the undersigned expressly acknowledges that this release is intended to include in its effect, without limitation, all Claims which the undersigned does not know or suspect to exist in undersigned's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such Claim or Claims.

Indemnity. The undersigned does hereby agree to indemnify, defend and hold the Released Parties harmless from and against any and all Claims arising from any cause or reason whatsoever, including without limitation, any act or action arising out of the undersigned's association or relationship with any of the Released Parties.

Medical Waiver. Further, the undersigned acknowledges that the undersigned is not an employee of Mazda, not eligible to participate in or benefit from Mazda industrial accident group, disability, or other insurance, nor Mazda's workman's compensation insurance, whether or not while working on a Mazda project and/or property. Mazda does not provide medical, surgical, hospital or emergency room care or insurance or related payment assistance on behalf of any independent contractor. It is the undersigned's responsibility to secure any and all such medical coverage or insurance, and it is the undersigned's responsibility for payment of same.

Breadth of Release, Waiver and Indemnity. The undersigned expressly agrees that the above General Release, Waiver and Indemnity are intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid, then the balance shall nevertheless continue in full legal force and effect to the greatest extent permitted by law.

This agreement shall be for the benefit of Mazda and its/their respective directors, officers, employees, agents and representatives, and shall bind the undersigned, the undersigned's spouse, heirs, executors, administrators, legal representatives, successors and assigns. Further, this agreement reflects the entire agreement, and no statements, promises or inducements made by Mazda or its/their respective directors, officers, employees, agents, and representatives that are not contained herein shall be valid or binding.

THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING RELEASE OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT AND WAIVERS AND UNDERSTANDS THE CONTENTS THEREOF.

Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__ _____
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Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__ _____
Print Name Signature

Dated: _____, 20__	Print Name _____	Signature _____
Dated: _____, 20__	Print Name _____	Signature _____
Dated: _____, 20__	Print Name _____	Signature _____
Dated: _____, 20__	Print Name _____	Signature _____
Dated: _____, 20__	Print Name _____	Signature _____
Dated: _____, 20__	Print Name _____	Signature _____

EXHIBIT "D"
TO MAZDA TEAM SPONSORSHIP AGREEMENT
MNAO'S OBLIGATIONS

MNAO shall have the following additional obligations, in addition to the obligations set forth in the Agreement:

MNAO shall provide 10 Mazda banners and 5 Mazda pennant strings

MNAO shall sell stock and competition parts to Race Team at Mazda Distributor price.

MNAO may, in its sole discretion, from time to time provide Race Team with defective Mazda parts at no cost to Race Team, subject to the provisions of Exhibit "C" to the Agreement.

EXHIBIT "E"
TO MAZDA TEAM SPONSORSHIP AGREEMENT

INSURANCE REQUIREMENTS

Insurance coverage required to be provided by **Race Team**, a Florida Corporation, under this Agreement shall include the following:

I. All insurance carriers must have a current minimum A.M. Best rating of "A" excellent, and a financial size rating of at least Class V.

II. Commercial General Liability / Racing & Event Liability

Minimum B.I. and P.D. combined single limits shall be:

Each Occurrence \$5,000,000

Event Liability

\$5,000,000

Contractual Liability (Covering liabilities assumed
by Race Team in the agreement with MNAO).

\$5,000,000

Coverage under this policy will be extended to MNAO against all B.I. and P.D. claims that may arise from or pertain to the performance of this agreement by Race Team, including any claims arising from racing event and related activities. If a sanctioning body provides a blanket racing liability insurance policy (for a particular event) and that policy provides coverage equal to or greater than this insurance requirement, and the policy automatically covers sponsors as additional insureds, then such insurance will be deemed to satisfy this insurance requirement relative to racing events.

III. Automobile Liability

Minimum acceptable limits shall be \$1,000,000 combined single limit B.I. & P.D. Coverage shall apply to any auto, including any vehicles furnished to Race Team by MNAO, and specifically to any liabilities, which may arise from or pertain to the performance of this agreement by Race Team or Race Team's subcontractors. Race Team will also provide collision and comprehensive damage coverage for each MNAO furnished vehicle.

This coverage, with respect to MNAO furnished vehicles, will be in effect during the period of time that the vehicles are in Race Team's care, custody or control, until returned to MNAO. MNAO should be named as a loss payee with respect to such MNAO provided vehicles.

IV. Workers Compensation & Employers Liability

Minimum acceptable limits shall be:

Workers Compensation	Statutory
Employers Liability	
Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

The following conditions shall also apply:

- A. Any and all deductibles of the described insurance policies shall be assumed by and for the account of, and the sole risk of the Race Team.
- B. With respect to sections II and III the following wording must be provided:

Mazda Motor of America, Inc., d.b.a. Mazda North American Operations, its parent, subsidiary and affiliated companies, and its and their officers, directors and employees shall be added as an additional insured.
- C. With respect to sections II, III, and IV, the insurance companies issuing the policy or policies shall have no recourse or right of recovery against Mazda Motor of America, Inc., d/b/a Mazda North American Operations, its parent, subsidiary or affiliated companies, or its or their officers, directors, and employees. This coverage afforded to MNAO shall be primary and any other insurance carried by or available to MNAO shall be excess to and non-contributing with Race Team's insurance.
- D. If Race Team uses contractors or sub-contractors to perform its obligations under the agreement, Race Team will either insure the those parties under Race Team's insurance policies, as described above, or require that those parties provide similar insurance coverage to protect MNAO's interest.
- E. Certificates of insurance will be provided to MNAO evidencing the above-described coverage. The certificates of insurance must provide thirty days advance notice of cancellation to MNAO. "Endeavor" wording is not acceptable.

Certificates of insurance should be mailed to:

Risk Manager
Mazda North American Operations
7755 Irvine Center Drive
Irvine, California 92618-2922

Any questions concerning the insurance requirements should be directed to Risk Manager at (949) 727-6174.

SCHEDULE "1"
TO MAZDA RACING SUPPORT AGREEMENT

Star Mazda Pro
2008 Schedule