

AMENDED AND RESTATED OPERATING AGREEMENT

GRAND PRIX ASSOCIATION OF LONG BEACH, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is made and entered into as of the 6 day of December, 2017 ("Effective Date"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of December 5, 2017, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and GRAND PRIX ASSOCIATION OF LONG BEACH, LLC, a Delaware limited liability company ("Association").

1. RECITALS: This Agreement is made with reference to the following facts and objectives:

1.1 On April 15, 1975, City and Association entered into a written agreement by which City granted to Association permission to conduct championship Grand Prix automobile races in the City of Long Beach. The original agreement was restated (i) pursuant to an Amended and Restated Agreement dated September 15, 1995 between City and the Grand Prix Association of Long Beach, Inc., a California corporation, as predecessor-in-interest to Association, and (ii) again pursuant to an Amended and Restated Agreement dated April 16, 2007 between City and Association (as amended and/or supplemented, the "Existing Agreement"); as amended by that certain First Amendment dated April 23, 2014. The term of the Existing Agreement expires on June 30, 2018.

1.2 Association's races have drawn national and international attention to the City of Long Beach, its natural advantages, resources, enterprises, attractions, climate and facilities.

1.3 Association has proposed to continue to conduct the championship Grand Prix automobile races and other events in the City of Long Beach for an additional five (5) year period. City, in anticipation of continued national and

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1 international publicity and other valuable consideration, is willing to further extend the
2 term of the Existing Agreement on the terms and conditions set forth in this Agreement.

3 1.4 This Agreement amends and restates the Existing Agreement
4 in its entirety, and upon the Effective Date the Existing Agreement will be of no further
5 force or effect whatsoever.

6 2. TERM: The term of this Agreement shall commence on the date of
7 execution hereof (which shall be the date inserted above in the preamble of this
8 Agreement) by the City Manager of the City of Long Beach, or designee ("City Manager"),
9 and shall end on June 30, 2023 (the "Term"). The Term may be extended for one (1)
10 additional five-year period at the sole discretion of City upon notice from City to
11 Association on or before June 1, 2021.

12 3. GRAND PRIX EVENTS:

13 3.1 During the Term, City authorizes and grants exclusive
14 permission to Association to conduct a Championship Grand Prix race event in the City
15 (the "Race"). The Race shall be held on an annual basis during the month of April, shall
16 involve the Indy Racing League or Formula 1, and shall include a minimum of fourteen
17 (14) race cars. If none of those series can be scheduled, Association may schedule
18 another similar premiere open-wheel racing association approved by the City Manager in
19 his or her sole and absolute discretion and approved by the Automobile Competition
20 Committee for the United States (ACCUS) and certified by the Federation Internationale
21 de l'Automobile (FIA). The Race shall be held on the circuit of City streets (the "Circuit")
22 shown on Exhibit "A" attached hereto and by this reference made a part hereof. In
23 conjunction with the Race, Association is authorized to conduct celebrity and other
24 supporting race car events on the Circuit both before and immediately following the Race.
25 Further, Association is authorized to decorate City streets in accordance with
26 Association's construction and decoration plan schedule for the Race to be submitted
27 and approved in accordance with the provisions of paragraph 5.4. City shall not permit or
28 otherwise grant authority to any entity other than Association to conduct a motor vehicle

1 race within the City during the Term, without the prior written consent of Association.

2 3.2 Except as otherwise set forth herein, the Circuit shall not
3 include any area leased by City to others or under the management supervision or
4 control of others pursuant to a contract with City. In conjunction with the staging and
5 conduct of the Race, Association may place its construction materials and elements of its
6 safety systems during the course of construction of the Circuit and shall place its viewing
7 stands and amenities only at those locations designated by the City Manager. To the
8 extent that locations on City-owned property are reasonably available, such locations
9 shall extend no more than one hundred (100) feet on either side of the Circuit and shall
10 be made available to Association without charge sixty (60) days prior to the Race Period
11 (as defined in paragraph 3.2) and twenty-one (21) days after the Race Period. City shall
12 provide to Association, at no charge, an area, mutually agreeable to both parties, suitable
13 for use as a staging yard (the "Lay Down Yard"). The Lay Down Yard shall be used only
14 for temporary storage of materials and equipment related to the Race, and shall be
15 located within or immediately adjacent to the Circuit. Association shall have the right to
16 use the Lay Down Yard beginning seventy-five (75) days prior to the Race Period and
17 ending thirty (30) days after the Race. Association shall be responsible for obtaining all
18 necessary permits for the Lay Down Yard and for paying the costs of restoring the Lay
19 Down Yard to the condition it was in immediately prior to its use by Association. In the
20 event the locations designated by the City Manager are unacceptable to Association,
21 Association may terminate this Agreement in accordance with the provisions of
22 paragraph 13. Upon termination, neither party shall be liable to the other for any costs,
23 expenses or damages of any kind whatsoever except as provided in paragraph 13.

24 3.3 The Race shall be conducted only once each calendar year
25 during the Term. The period during which the Race and other race car events may be
26 conducted shall not exceed an approximately three-and-one-half day period beginning on
27 Thursday at 5:00pm and ending on the subsequent Sunday at 6:00pm ("Race Period").
28 Association shall notify City, in writing, eighteen (18) months in advance of the proposed

1 dates of the Race Period, and shall confirm in writing said schedule and dates at least
2 eleven (11) months in advance of the Race Period. Association shall provide City with a
3 detailed schedule of events for such Race Period at least four (4) months in advance of
4 the Race Period.

5 4. RACE RELATED ACTIVITIES: During the seven (7) day period
6 immediately preceding a Race Period ("Pre-Race Period"), Association shall have the
7 exclusive right to sponsor, co-sponsor, promote, co-promote, or conduct within the Circuit
8 Vicinity such Race related events and activities (but not actual race car events as
9 described in Section 3.2) as are approved in writing by the City Manager. Association
10 shall have the right to conduct a "press day" within the Circuit on any day during the ten
11 (10) day period immediately preceding a Race Period.

12 4.1 Association shall notify the City Manager in writing of the
13 Race related events it proposes to sponsor, co-sponsor, promote, co-promote or conduct
14 during the Pre-Race Period at least twelve (12) months prior to the Race.

15 4.2 Concurrently with the submission of Association's
16 Construction and Decoration Schedule (as defined in paragraph 5.4), Association shall
17 apply for and obtain permits in accordance with the provisions of Chapter 5.60.030E of
18 the Long Beach Municipal Code ("special event permits") for each Race related event to
19 be held during the Pre-Race Period or the Race Period. City shall not issue any permit,
20 including without limitation special event permits and sign permits, to any other person,
21 firm or entity for an activity or event to be conducted during the Race Period which (i)
22 activity or event, in the City Manager's opinion, does not meet the criteria set forth in
23 Long Beach Municipal Code Section 5.60.030C; and (ii) is to be conducted in the Circuit
24 Vicinity. Unless Association gives its prior written consent, City shall not issue any
25 permit, including without limitation special event permits and sign permits, to any other
26 person, firm or entity for an activity or event to be conducted during the Pre-Race Period
27 which (i) activity or event, in the City Manager's opinion, does not meet the criteria set
28 forth in Long Beach Municipal Code Section 5.60.030C; (ii) is to be conducted in the

1 Circuit Vicinity; and (iii) is sponsored. It is the intent of the parties that the City not issue
2 any permits to third-parties whose activities or events would impinge upon Association's
3 right to sell exclusive advertising and sponsorship rights in connection with the Race.
4 The City shall not be prohibited from conducting any City-organized and non-sponsored
5 activities or events within the Circuit Vicinity during the Pre-Race or Race Period. The
6 term "Circuit Vicinity" shall include the Circuit and shall otherwise include that area more
7 specifically depicted on Exhibit "C" attached hereto and by this reference made a part
8 hereof. Association acknowledges that this covenant that the City refrain from issuing
9 permits to others shall not apply to City's parks (except as otherwise stated above), golf
10 courses, other facilities under the jurisdiction of the Recreation Commission of the City of
11 Long Beach, or activities that are protected under the First Amendment to the United
12 States Constitution or other applicable law.

13 4.3 In connection with Race related events, Association shall
14 have the right to operate or to license others to operate or use concessions,
15 merchandising elements and catering activities and to receive all revenues therefrom
16 both within the Circuit and within such areas described in special event permits issued to
17 Association or its licensee as provided in paragraph 4.2, provided however that
18 Association shall have no such rights in areas leased to others or under the
19 management, supervision or control of third parties under contract with City, including
20 without limitation the Long Beach Convention and Entertainment Center.
21 Notwithstanding anything to the contrary appearing in this paragraph, Association and
22 any of its officers, employees, agents, concessionaires, licensees, or other person, firm,
23 or entity acting under the permission and authority granted by this paragraph shall obtain
24 a City business license and such other permits as may be required by governmental
25 agencies having jurisdiction. City shall not be required to determine whether an applicant
26 for a City business license or other permit shall have first obtained Association's
27 permission and consent prior to issuing a business license or permit.

28

1 5. ASSOCIATION'S COVENANTS: During the Term, Association, at
2 its cost, shall:

3 5.1 Apply for and obtain all necessary sanctions and approvals to
4 conduct the Race on City streets and to furnish City with a copy or copies thereof upon
5 demand.

6 5.2 Design and construct such improvements and safety systems
7 for the Circuit as may be required by sanctioning bodies in accordance with plans and
8 specifications approved by the sanctioning bodies and the City Manager.

9 5.3 Notify City in writing at least eleven (11) months in advance of
10 a. Race of any proposed change to the Circuit shown on Exhibit "A". Any proposed
11 change of the Circuit shall be first approved by the Long Beach City Council.

12 5.4 Furnish City in writing, at least six (6) months prior to the date
13 of a scheduled Race, Association's Circuit construction and street decoration schedule
14 ("Construction and Decoration Schedule") for approval by the City Manager.
15 Association's Construction and Decoration Schedule shall disclose in reasonable detail (i)
16 the streets and areas of and adjacent to the Circuit on which Association proposes to
17 construct or install its safety systems and related structures, bleachers, grandstands,
18 pedestrian bridges, and other facilities and equipment ("Circuit Improvements"); (ii) the
19 approximate date on which each element of the Circuit Improvements is to be
20 constructed or installed and the date of completion of the construction or installation; (iii)
21 the manner in which the Circuit Improvements will be installed; (iv) the dates on which the
22 street decorations will be installed and removed, and (v) the manner in which the street
23 decorations will be installed and removed. Association's decoration plan shall not include
24 any advertisement of commercial products or sponsors, except the names and logos of
25 the named and presenting sponsors of the Race may appear on the decorations.

26 5.4.1 Notwithstanding the foregoing, no construction or
27 installation of Circuit Improvements or decoration of City streets shall commence more
28 than fifty-three (53) days prior to the date of a scheduled Race and all Circuit

1 Improvements and decorations shall be removed within twenty-one (21) days after the
2 date of a scheduled Race, unless weather or other circumstances beyond Association's
3 control prevent removal within that period, but in no event more than thirty (30) days after
4 the date of a scheduled Race.

5 5.4.2 Association agrees that the Construction and
6 Decoration Schedule shall require that (i) the K-rail and related safety systems be placed
7 in front of the Aquarium of the Pacific (along the south and north sides of Aquarium Way
8 from Turn 2 to Turn 4) no earlier than the second Sunday prior to the Race Period; (ii) the
9 fencing around the perimeter of the Aquarium of the Pacific will be installed no earlier
10 than the Monday prior to the Race Period; (iii) grandstand no. 40 (on the portion of the
11 parking lot in front of the restaurant pad at 90 Aquarium Way) be constructed no earlier
12 than the second Monday prior to the Race Period; (iv) grandstand no. 36 (on the portion
13 of the parking lot in front of the restaurant pad at 340 S. Pine) be constructed no earlier
14 than the second Wednesday prior to the Race Period; (v) all grandstands in the valet
15 parking lot south of Shoreline and all K-rail and related safety systems on the south side
16 of Shoreline and Aquarium Way between Pine Avenue and the beginning of the
17 Aquarium of the Pacific circle shall be removed no later than 11:00am on the Tuesday
18 immediately following the Race Period; and (vi) all remaining K-rail and related safety
19 systems on the south side of Aquarium Way shall be removed no later than 6:00pm on
20 the Wednesday immediately following the Race Period.

21 5.4.3 City reserves the right to designate certain barriers and
22 fencing which shall remain in place, at no cost to City, to be used to secure City
23 construction sites. Association, at City's expense, shall remove the designated barriers
24 and fencing within thirty (30) days after written notice from the City Manager if the date of
25 removal is other than a date on which the Circuit Improvements are being removed after
26 a Race. If the removal date coincides with the removal of the Circuit Improvements,
27 Association shall bear all costs attributable thereto. During such times as the barriers
28 and fencing remain in place at the request and convenience of City, City shall indemnify

1 Association, its officers, directors, and employees from all damages to persons and
2 property arising from City's use and the placement thereof.

3 5.4.4 No construction of Circuit Improvements or street
4 decoration activities shall commence prior to 7:30 a.m. nor continue after 6:00 p.m. in
5 areas adjacent to residential buildings. The restrictions in the immediately preceding
6 sentence shall not be applicable during (i) the period commencing forty-eight (48) hours
7 immediately preceding the Race and ending twenty-four (24) hours following the Race, or
8 (ii) during any period which City and Association mutually agree to waive such
9 restrictions.

10 5.4.5 The City Manager shall have the right within thirty (30)
11 days from the date of submittal of the Construction and Decoration Schedule to approve,
12 approve in part, or disapprove the schedule. If the Construction and Decoration
13 Schedule or any part thereof is disapproved, Association shall submit a revised schedule
14 or schedules or revised portions thereof within ten (10) days from the date of City's notice
15 disapproving the schedule or any part thereof. Any proposed change to an approved
16 Construction and Decoration Schedule shall also be approved by the City Manager.

17 5.4.6 All costs and expenses related to the construction of
18 the Circuit Improvements and of decorating City streets shall be paid by Association.

19 5.5 Association may display advertising materials on
20 Association's barriers, bridges, viewing stands, tents and other structures used in the
21 conduct of the Race during the Race Period.

22 5.6 Concurrently with the submittal of Association's Construction
23 and Decoration Schedule, develop, make arrangements for, and submit to the City
24 Manager for approval (i) a daytime traffic management plan ("Daytime Traffic and Parking
25 Plan") which shall contain parking facilities during the Race Period, and (ii) a nighttime
26 traffic management plan ("Nighttime Traffic and Parking Plan", and together with the
27 Daytime Traffic and Parking Plan, the "Traffic and Parking Plans") which shall provide for
28 the overnight re-opening of certain public streets within the Circuit during the Race

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1 Period. The Daytime Traffic and Parking Plan shall include, without limitation, (i) the
2 location of the decentralized parking areas for use by Race patrons and slip permittees of
3 City's downtown marinas; (ii) the form and frequency of transportation to and from the
4 parking areas to the downtown area and marinas; and (iii) the manner in which
5 Association proposes to publicize the availability of decentralized parking facilities and
6 transportation services to the public and to marina slip permittees. The Nighttime Traffic
7 and Parking Plan shall include, without limitation, (i) the location of the decentralized
8 parking areas for use by residents and patrons of businesses located within the Circuit
9 and immediately adjacent thereto, (ii) the form and frequency of transportation to and
10 from the parking areas to the downtown area and marinas; (iii) the manner in which
11 Association proposes to publicize the availability of decentralized parking facilities and
12 transportation services to the public; (iv) the manner in which pedestrian traffic will be
13 managed with vehicular traffic, and (v) the manner in which directional signage and
14 equipment and traffic management staff will be provided. The City Manager shall have
15 the right within thirty (30) days from the date of submittal of the Traffic and Parking Plans
16 to approve, approve in part, or disapprove either or both plans. If either or both Traffic
17 and Parking Plans, or any parts thereof, are disapproved, Association shall submit a
18 revised plan or revised portion thereof, as applicable, within then (10) days from the date
19 of City's notice disapproving either plan or any part thereof. Any proposed change to the
20 approved Traffic and Parking Plans shall also be approved by the City Manager.

21 5.7 Offer to and provide out-of-town tours or other suitable
22 activities on either of the final two (2) days of the Race to (i) persons residing in
23 apartments or other residences which were occupied as of December 15, 1982 on the
24 north side of Seaside Way and southerly of Ocean Boulevard (including residents of the
25 Villa Riviera, Sovereign and Blackstone Apartments) between Pine Avenue and Alamos
26 Avenue and (ii) to persons residing in the greater downtown area who submit
27 documented proof of health conditions which may be aggravated by the noise of a Race.
28

1 5.8 Concurrently with the submittal of Association's Construction
2 and Decoration Schedule, develop and submit to the City Manager for approval
3 Association's marketing plan for the upcoming Race stating in reasonable detail the
4 manner in which Association's marketing plan and the conduct of the Race will publicize
5 City. Any such marketing plan shall provide that the Race shall be referred to as the
6 "Long Beach Grand Prix" or the "Grand Prix of Long Beach" and may include the name of
7 a sponsor. In developing its marketing plan, Association shall consult with City's
8 advertising representatives and others under contract to City providing similar services as
9 designated by the City Manager. Association shall coordinate its planning and marketing
10 activities with such persons or entities.

11 5.9 Apply for and obtain a coastal development permit for any
12 construction activities contemplated by Association with respect to the conduct of a Race
13 as may be required by law or regulation. If City shall incur any expense or be required to
14 perform any services in connection therewith, Association shall reimburse City therefor
15 within thirty (30) days from the date of City's invoice stating the amount to be reimbursed,
16 provided, however, Association's liability for such costs shall not exceed Ten Thousand
17 Dollars (\$10,000.00). The provisions of this paragraph 5.9 are intended to and shall
18 include those costs and services incurred or to be incurred by City in preparing any
19 Environmental Impact Report or supplement thereto regarding a Race and are in addition
20 to the permit fee and reimbursable costs and expenses referred to in paragraphs 5.12,
21 6.2.4 and 7, respectively.

22 5.10 Keep and maintain the Circuit, the area within the Circuit, any
23 other area under the control of Association and used in connection with a Race or a Race
24 related event and those areas within two hundred (200) feet of the Circuit in a neat, clean
25 condition and in good order and repair, free and clear of litter and rubbish. Within five (5)
26 days after the completion of a Race, Association, at its cost, shall remove or cause to be
27 removed all litter and rubbish from the areas mentioned in this paragraph 5.10. In the
28 event Association shall fail or refuse to perform the covenants contained in this

1 paragraph 5.10, City may, but shall not be obligated to do so, remove and dispose of all
2 litter and rubbish at Association's cost.

3 5.11 Furnish annually to City two hundred seventy-five (275) tickets
4 to the Race. The tickets to be provided under the provisions of this paragraph 5.11 shall
5 be those offered to the public at the highest price or at such other price as may be
6 mutually agreed upon to be used by City for promotional purposes. In addition, City shall
7 have the right to purchase an additional two hundred (200) tickets of the same face value
8 at fifty percent (50%) of the offered price. None of the tickets provided by Association
9 under this subparagraph shall be offered for resale or be resold. City may elect to
10 combine these tickets with a hospitality area at City's cost. City shall notify Association of
11 its intent to do so at least nine (9) months prior to a Race Period and may cancel any
12 such election upon ninety (90) days' written notice to Association.

13 5.12 Pay to City, within (30) days after the Race, a permit fee for
14 permission to conduct the Race on City streets in the sum of Ninety-One Thousand
15 Seven Hundred Fifty-Seven Dollars (\$91,757) (the "Permit Fee"). The Permit Fee shall
16 be adjusted every year as of July 1st during the Term (each, an "adjustment date"),
17 commencing on July 1, 2018. The amount of the adjusted Permit Fee shall be
18 determined by comparing the (x) Consumer Price Index for All Urban Consumers for
19 Los Angeles-Long Beach-Anaheim, California published by the United States Department
20 of Labor, Bureau of Labor Statistics ("Index"), which is published in July of the then-
21 current year ("Adjustment Index"), to (y) the Index published in July of the immediately
22 preceding year ("Beginning Index"). If the Adjustment Index has increased from the
23 Beginning Index, the Permit Fee payable for the next Race shall be determined by
24 multiplying the sum of \$91,757 by a fraction, the numerator of which is the Adjustment
25 Index and the denominator of which is the Beginning Index. If the Index is changed, the
26 Index shall be converted in accordance with the appropriate conversion factor published
27 by the United States Department of Labor. If the Index is discontinued or revised during
28 the Term, such other governmental index or computation with which it is replaced shall

1 be used in order to obtain substantially the same result as would have been obtained had
2 the Index not been discontinued or revised. In no event shall the amount of the Permit
3 Fee be less than \$91,757. In the event City imposes an admission tax on the sale of
4 Race tickets, Association's obligations under this paragraph 5.12 shall be suspended
5 during such period as the admission tax is in effect.

6 5.13 Pay to City a commission fee equal to fifteen (15%) of the full
7 price of any sponsorship package actually purchased from the Association by a third-
8 party which the City can reasonably document was referred to the Association by City.

9 5.14 Ensure that the Race receives at least one (1) hour of national
10 television exposure.

11 5.15 Cooperate with City in jointly organizing a recycling policy for
12 all Race events.

13 5.16 Conduct an annual Motor Sports Walk of Fame event which
14 shall be open to the public and held during the Pre-Race Period at a location south of
15 Seaside Way and otherwise in approximately the same manner as such event was
16 conducted in 2013. City, at its cost, shall acquire and place honorary plaques in the
17 public right-of-way. The City Manager, in his or her discretion, may waive Association's
18 obligation under this subsection 5.16 if Association requests such a waiver at least six (6)
19 months in advance of the upcoming Race Period.

20 5.17 Develop and submit to the City Manager for approval
21 Association's disadvantaged youth outreach plan for the upcoming Race stating in
22 reasonable detail the manner in which Association's plan will effectively reach
23 disadvantaged youth and encourage their participation in the Race events.

24 5.18 On or before the 2018 race, provide an Economic Impact
25 Study ("Study") to City for its review, comment and approval. City shall have the right to
26 reasonably approve of the vendor preparing the Study and the Study scope of work in
27 advance of the Study's preparation. The Study shall be updated at City's request, but in
28 no event more frequently than once every three (3) years. Association shall be solely

1 responsible for the costs associated with the Study and all updates.

2 6. CIRCUIT MODIFICATIONS: If during the Term, either City or
3 Association shall request or require that the Circuit be relocated and the new
4 configuration is approved by the City Council as provided in paragraph 5.3, the approved
5 modification shall be constructed and the cost thereof shall be paid in accordance with
6 the provisions of this paragraph.

7 6.1 If Association requests a modification to the Circuit or other
8 improvement of City streets or City-owned property which are a part of the Circuit,
9 Association shall deposit with City, prior to the commencement of any work, cash in an
10 amount equal to City's Cost incurred in designing, constructing and inspecting that part of
11 the approved modification to the Circuit. "City's Cost" as used herein shall include all
12 engineering costs for the design, inspection and the contract price attributable to the
13 enhancement required to accommodate the Race. City may make disbursements from
14 the sum deposited periodically to City's contractor for the work and to reimburse itself for
15 engineering costs for design and inspection. In the event the sum deposited is
16 insufficient to pay City's Cost in full, Association shall pay to City, upon, demand, such
17 additional sum or sums as may be required. If the sum deposited exceeds City's Cost,
18 City shall promptly refund any sum in excess of City's Cost. City shall not be required to
19 pay Association any interest on the deposit during the period the deposit is retained by
20 City. Notwithstanding the foregoing, the deposit made by Association may be invested
21 by City and all interest earnings thereon shall accrue to and be retained by the City.
22 Association shall bear no responsibility for modifications requested to be made to the
23 Circuit by parties other than the Association. Association shall have a reasonable right to
24 comment on any modifications that impact the physical layout of the Circuit.

25 6.2 Alternatively, Association may elect to arrange for a private
26 contractor to perform the approved modifications to the Circuit subject to the following
27 conditions:
28

1 6.2.1 City's Director of Development Services or designee
2 (the "Director of Development"), shall have final approval over the scope of work to be
3 performed and the materials to be used.

4 6.2.2 The Director of Development shall supervise all
5 excavation and work to be performed by Association or Association's contractor and shall
6 ensure that all appropriate safety and traffic restriction measures are enforced.

7 6.2.3 The Director of Development shall inspect all work
8 performed by Association or Association's contractor to ensure compliance with
9 applicable laws and standards. No work shall be accepted as completed until such time
10 that such inspection has been made and work is found to be satisfactory.

11 6.2.4 Association shall reimburse City for all costs incurred
12 by City in performing the services described in paragraph 6.1, 6.2 and 6.3 within thirty
13 (30) days from the date of City's invoice stating the amount to be reimbursed.

14 6.2.5 No work performed in the public right-of-way shall
15 permanently alter the existing traffic flow pattern.

16 6.3 The parties acknowledge that they are both signatory to a
17 contract with DDR, dated April 13, 2004 (the "DDR Contract") the term of which is
18 partially concurrent with this Agreement.

19 6.4 If City sells, leases, builds on, develops, contracts in any
20 manner with a third party for the development of, or otherwise removes from availability
21 property that Association now uses in conjunction with the Race, either located within or
22 adjacent to the Circuit, City shall use its best efforts to replace it with substantially similar
23 property of the same square footage suitable for use in the same manner as the property
24 which is being replaced within or immediately adjacent to the Circuit and otherwise
25 reasonably satisfactory to Association. City acknowledges that suitability may include
26 factors such as distance from the start/finish line, height restrictions, pavement,
27 availability of utilities, and grade. If City and Association are unable to locate reasonably
28 satisfactory replacement property, Association's sole remedy shall be the termination of

1 this Agreement. Association acknowledges and agrees that City is in the initial stages of
2 a long-term redevelopment process involving the Long Beach Convention and
3 Entertainment Center and other public property immediately adjacent thereto, which may
4 result in significant development impacting the Circuit and related Race operations.
5 Association agrees to work in good faith with both City and any third-party developers in
6 order to accommodate such potential development, and Association shall not be entitled
7 to (i) reduce fees payable to City under this Agreement or (ii) any damages to Association
8 resulting from such development.

9 7. REIMBURSEMENT OF EXPENSES: In addition to the fees and
10 costs which are subject to reimbursement as provided in paragraphs 5.9, 5.12 and 6.2.4,
11 Association agrees to reimburse City for the following costs and expenses:

12 7.1 Association shall pay to City, within thirty (30) days after the
13 Race, the sum of Forty-Seven Thousand Five Hundred Twenty-Four Dollars (\$47,524)
14 (“Administrative Cost Reimbursement”), in order to reimburse City for costs incurred in
15 the administration of this Agreement. The Administrative Cost Reimbursement shall be
16 adjusted annually in the same manner as the Permit Fee is adjusted pursuant to
17 paragraph 5.12, but in no event shall the Administrative Cost Reimbursement be less
18 than \$47,524.

19 7.2 Association shall pay to City the amount of all Extraordinary
20 Expenses incurred by City in connection with the conduct of race-related activities during
21 the Race Period. “Extraordinary Expenses” as used in this Agreement shall include:

22 7.2.1 those incremental costs and expenses actually incurred
23 by City in providing those City services, including without limitation police, security, fire,
24 refuse, traffic, sweeping, sewer, and inspections, as more particularly described in Exhibit
25 “B” attached hereto and by this reference made a part hereof (“City Services”); provided
26 that the maximum amount Association shall be obligated to reimburse under this
27 paragraph 7.2.1 for City Services shall be Five Hundred Forty-Five Thousand Eight
28 Hundred Twenty-One Dollars (\$545,821) (“City Services Reimbursement Amount”),

1 adjusted annually using the adjustment method described in paragraph 5.12, plus any
2 incremental increases in City Services due to a material change to the Circuit. Upon
3 mutual consent of the parties, Association may provide certain City Services on its own or
4 pursuant to contracts with third parties, in which case the costs associated with such City
5 Services shall not be reimbursed to City and the City Manager and Association shall
6 amend Exhibit "B" accordingly to reflect any changes to the scope of City Services. The
7 amount to be billed under this subsection includes services for Friday, Saturday and
8 Sunday only, and the parties acknowledge and agree that those incremental costs and
9 expenses incurred by City during Thursday events (if any) shall be billed to Association
10 separately;

11 7.2.2 costs and expenses incurred by City in providing other
12 services and the rental value of City materials, supplies, or equipment requested and
13 used by Association including the actual cost of providing and installing materials and
14 devices for traffic control and safety as a direct consequence of the staging of the Race;

15 7.2.3 lost parking revenues to City from public parking
16 structures and lots located within the Circuit as a direct consequence of the staging of the
17 Race, the amount of which may be negotiated or waived by City, but shall not exceed an
18 amount equal to the daily rate for a parking space multiplied by the number of days such
19 parking structures will be closed to the public in accordance with the Construction and
20 Decoration Schedule, multiplied by the number of parking spaces which are unavailable
21 to the general public;;

22 7.2.4 reasonable cost of repair (which shall include the
23 annual removal of tire marks resulting from the Race in turns 1, 5 and 11 as shown on
24 the Circuit map) or damages to City-owned, operated, leased or controlled property,
25 improvements, and facilities, including without limitation landscaping, which during the
26 conduct of a Race are under the control of Association or for which Association is
27 obligated to provide or pay for security thereof;

28

1 7.2.5 claims, demands, and liabilities asserted by third
2 persons against City, its officers and employees (whether insured against or not and
3 whether such claims, demands, and liabilities may be subject to the indemnification
4 provisions of this Agreement) relating to or arising out of the conduct of a Race.

5 7.3 No later than ninety (90) days prior to the date on which a
6 Race is scheduled, City shall give Association an estimate of the Extraordinary Expenses
7 to be incurred in subparagraphs 7.2.1, 7.2.2, 7.2.3, 7.2.4, and 7.2.5 set forth above.
8 Notwithstanding anything to the contrary appearing herein, City reserves the right to
9 determine the level of services to be provided by it in connection with the conduct of a
10 Race. Within thirty (30) days after the date of a Race, whether the Race is conducted or
11 not, City shall submit its invoice for Extraordinary Expenses to Association. In the event
12 an Extraordinary Expense in subparagraphs 7.2.4 and 7.2.5 is not discovered or asserted
13 or the amount thereof cannot be ascertained with reasonable certainty within said thirty
14 (30) day period, City shall promptly invoice Association for any such Extraordinary
15 Expense upon ascertainment of the existence and/or the amount thereof. Association
16 shall pay the amount of any Extraordinary Expense invoiced within thirty (30) days after
17 the date of City's invoice. If Association shall dispute the amount of Extraordinary
18 Expenses, Association shall pay to City the amount invoiced under protest pending
19 resolution of the dispute which amount shall be deposited to the City Treasury and may
20 be invested. All interest earnings thereon shall be retained by City.

21 8. CITY'S COVENANTS:

22 8.1 Subject to Association's performance of each of its obligations
23 under this Agreement, and further subject to the limitation of the power of the City Council
24 to bind subsequent City Councils, City shall adopt annually a resolution closing the public
25 streets for those dates during which the Circuit is being constructed and withdrawing the
26 use thereof as a public street on those dates on which the time trials and the Race are to
27 be conducted.
28

1 8.2 City shall construct or cause to be constructed, at
2 Association's cost, such changes to or improvements of City streets or other City-owned
3 property as may be requested by Association as provided in paragraph 6. Any such work
4 shall be accomplished in accordance with City's competitive bidding procedures and in
5 accordance with Association's requirements.

6 8.3 City shall close the pedestrian overpass to public access
7 (except for guests and patrons of the Hyatt Regency) over the Hyatt Regency Parking
8 Structure between Seaside Way and Shoreline Aquatic Park during the three (3) days
9 that a Race is being conducted. Association may display one (1) advertising banner on
10 either side of such pedestrian overpass in a manner approved by the City Manager.

11 8.4 At least ninety (90) days prior to the date of or before which
12 Association is required to submit to City the Construction and Decoration Schedule, City
13 shall notify Association of planned developments within, on, or adjacent to the Circuit
14 which may affect that schedule. City shall use its best efforts to obtain from contractors
15 and/or developers of areas within or adjacent to the Circuit contractual commitments
16 permitting Association to construct and place viewing stands within or adjacent to the
17 Circuit without cost to Association for such permission. Association shall be responsible
18 for all costs of construction of required infrastructures for and erection of viewing stands
19 on the designated locations. If City is unable to obtain contractual commitments from
20 developers acceptable to Association, City shall use its best efforts to locate suitable
21 alternate locations which are mutually agreeable to the parties. If City is unable to obtain
22 contractual commitments from developers or locate suitable alternate locations,
23 Association sole remedy shall be the termination of this Agreement in accordance with
24 the provisions of paragraph 13.3.

25 8.5 During the construction of Circuit Improvements, City, at its
26 cost, shall continue to provide its usual and customary services to the areas on which the
27 Circuit Improvements are being installed and constructed, unless prevented by the nature
28 of the installation or construction.

1 8.6 Association acknowledges that City has entered into a private
2 services contract for the operation and management of the Long Beach Convention &
3 Entertainment Center and that Association's right to use the facilities under the
4 management, supervision and control of City's contractor is subject to and subordinate to
5 the rights, privileges and powers granted to said contractor. City, in negotiations to
6 extend, modify or renew said private services contract, shall use its best efforts to secure
7 for Association the exclusive right to operate and/or license others to operate during the
8 Race Period concessions in areas under City's contractor's management, supervision
9 and control outside of the structure comprising the Long Beach Convention &
10 Entertainment Center and within the Circuit. If City is unable to secure such exclusive
11 concession rights, Association's sole remedy shall be the termination of this Agreement.
12 Association shall exercise its right to terminate this Agreement and notify City of its
13 election within ninety (90) days after the City Council approves an amendment to or an
14 extension or renewal of the private services contract.

15 8.7 In consideration of the reimbursement payment made by
16 Association to City under Section 7.2.1, City shall provide City Services within the Circuit
17 Vicinity commensurate with the level of services described in Exhibit "B". Should City be
18 unable to provide the required level of City Services then the payment required under
19 Section 7.2.1 shall be reduced to reasonably reflect the actual level of City Services
20 provided.

21 9. INDEMNIFICATION: Association shall defend and indemnify City
22 and any and all of its officers and employees harmless from and against any and all
23 actions, suits, proceedings, claims and demands, loss, liens, cost, expense and liability,
24 of any kind or nature whatsoever ("claims"), for injury to or death of persons (including
25 participants in a race) or damage to property (including property owned by City) and from
26 all other claims whether in equity or in law asserted by others, which may be brought,
27 made, filed against, imposed upon or sustained by City, its officers or employees, and
28 that may, in whole or in part, arise from or be attributable to or be caused, directly or

1 indirectly, by (i) any act or omission of Association, its officers, agents, employees,
2 contractors, patrons, licensees, or invitees; (ii) an violation of law, ordinance, or
3 governmental order of any kind; or (iii) the performance by Association, its officers,
4 agents, employees, or licensees or contractors of any authorized or permitted act
5 contemplated by this Agreement except for claims attributable to the sole negligence of
6 City. With respect to any such claim, City shall notify Association thereof, shall tender
7 Association the defense thereof, and shall assist Association as may reasonably be
8 requested in the defense thereof. Association shall resist and defend any such claim and
9 shall conduct or have conducted the necessary investigation and adjusting related
10 thereto. Payment by City of any claim shall not be a condition precedent to recovery
11 under this indemnification.

12 10. INSURANCE: As a condition precedent to Association's right to
13 exercise the permission granted by this Agreement, and in partial performance of
14 Association's obligations under paragraph 9, Association, at its cost, shall procure and
15 maintain in full force and effect, during events or the performance of any activities
16 authorized under this Agreement:

17 10.1 Workers' compensation insurance as required by the Labor
18 Code of the State of California and Employer's Liability with limits not less than One
19 Million Dollars (\$1,000,000.00) per accident.

20 10.2 Commercial general and automobile liability insurance with a
21 combined single limit of not less than Twenty Million Dollars (\$20,000,000.00) per
22 occurrence for the Race and events and activities prior to and after the Race, including
23 the installation and removal of Circuit Improvements. Said insurance shall include fire
24 legal liability coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00),
25 and shall also extend to provide broad form contractual liability, participants' liability and
26 liquor liability protection. The policy or policies shall contain, or be endorsed to contain,
27 the following provisions:
28

1 10.2.1 City, its officers, employees and volunteers shall be
2 covered as insureds with respect to liability arising out of (i) activities performed by or on
3 behalf of Association; (ii) products and completed operations of Association; (iii) premises
4 owned, leased or used by Association; (iv) the activities of concessions licensed by
5 Association; (v) events sponsored by Association.

6 10.2.2 The coverage shall contain no special limitations on the
7 scope of protection afforded to City, its officers, employees or volunteers.

8 10.2.3 Association's insurance coverage shall be primary
9 insurance as respects City, its officers, employees and volunteers. Any insurance or self-
10 insurance maintained by City or its officers, employees or volunteers shall be excess of
11 Association's insurance and shall not contribute with it.

12 10.2.4 Any failure to comply with reporting provisions of the
13 policies shall not affect coverage provided to City, its officers, employees or volunteers.

14 10.2.5 Coverage shall state that Association's insurance shall
15 apply separately to each insured against whom claim is made or suit is brought, except
16 with respect to the limit of the insurer's liability.

17 10.3 Each insurance policy required under this Agreement shall be
18 endorsed to state that coverage shall not be suspended, voided, cancelled by either
19 party, reduced in coverage of in limits except after thirty (30) days prior written notice has
20 been given to City. Acceptable insurance coverage shall be placed with carriers admitted
21 to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A. M.
22 Best & Company. Any deviation from this requirement shall require specific approval in
23 writing from the City Manager.

24 10.4 Insurance shall be required for contractors employed by
25 Association or concessions licensed by Association subject to all the requirements stated
26 herein except that the commercial general and automobile liability insurance may be in
27 an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence or Two
28 Million Dollars (\$2,000,000.00) general aggregate. Upon request by City, Association

1 shall provide separate certificates and endorsements showing evidence of compliance by
2 each contractor or concession.

3 10.5 Such insurance provided by Association may provide for such
4 deductibles or self-insured retention as approved in writing by the City Manager. In the
5 event such insurance provides for deductibles or self-insured retention, Association
6 agrees that it will fully protect City, its officers and employees in the same manner as
7 those interests would have been protected had the policy not contained the deductible or
8 retention provisions.

9 10.6 Not more frequently than once each calendar year, if in the
10 opinion of the City Manager the coverages or the limits of insurances described in this
11 paragraph are not adequate, Association shall increase the limit and/or provide such
12 additional coverages as required by the City Manager. If the insurances required by this
13 paragraph 10 cannot be obtained by Association, Association may request that the
14 requirements be modified. Any change of insurance requirements shall be approved by
15 the City Council upon such terms and conditions the City Council determines to be
16 necessary. The parties shall promptly execute a memorandum agreement setting forth
17 the changed insurance requirements and such other matters as the City Council may
18 approve.

19 10.7 Association shall deliver the required policy or policies of
20 insurance, or certified or photostatic copies thereof, or certificates thereof, to City as
21 follows: (i) the installation and removal policy shall be delivered at least ninety (90) days
22 prior to the date of a scheduled race; and (ii) the Race event policy shall be delivered at
23 least thirty (30) days prior to the date of a Race. Both of the required policies shall be
24 delivered for approval by the City Manager as to sufficiency and to the City Attorney for
25 approval as to form. At least fifteen (15) days prior to the expiration of any such policy, a
26 certificate showing that such insurance coverage has been renewed or extended shall be
27 filed with City. If such coverage is cancelled or reduced, Association shall, within ten (10)
28 days after receipt of written notice of such cancellation or reduction of coverage, file with

1 City a certificate showing that the required insurance has been reinstated or provided
2 through another insurance company or companies. Association agrees to suspend and
3 cease all operations contemplated by this Agreement during such periods of time as the
4 required insurance coverage is either not in effect or proof thereof has not been
5 submitted to City. Notwithstanding any other provisions to the contrary, upon failure to so
6 file the required certificates, City may, without further notice, cancel and terminate this
7 Agreement and exercise such other rights as it may have in the event of Association's
8 default.

9 10.8 The procuring of such policy or policies of insurance shall not
10 be construed to be a limitation in any respect upon Association's obligations under
11 paragraph 9.

12 10.9 With respect to damage to property, City and Association do
13 hereby waive all rights of subrogation, one against the other, but only to the extent that
14 collectable commercial insurance may be available for said damage. With respect to
15 Workers' Compensation and Employer's Liability, Association agrees to waive all rights of
16 subrogation against City, its officers, employees and volunteers for losses arising from
17 activities performed or events occurring under this Agreement.

18 11. TAXES: Association shall pay, prior to delinquency, all lawful taxes,
19 assessments, and other governmental or district charges that may be levied upon its
20 property and the interest created by this Agreement.

21 12. ASSIGNMENT: Association shall not assign or transfer this
22 Agreement or any interest therein, or permit the transfer thereof by operation of law or
23 otherwise except to a wholly-owned subsidiary or parent of Association or an entity with
24 the same management as Association which is capable of fulfilling Association's
25 covenants and obligations under this Agreement. Except as otherwise provided herein,
26 any attempted assignment or transfer shall not create any right whatsoever in the
27 transferee or assignee. Except as otherwise provided herein, in the event Association
28 shall be sold or acquired by any other person, firm or entity, adjudicated a bankrupt or

1 become insolvent or subjected to a receivership, City may, at its discretion, terminate this
2 Agreement without further notice.

3 13. TERMINATION:

4 13.1 Except as otherwise provided in paragraph 10.7, if
5 Association shall fail or refuse to perform any term, covenant, or condition of this
6 Agreement and shall fail to commence to cure such default within fifteen (15) days after
7 written notice from City and thereafter diligently pursue such cure (but in no event shall
8 such cure period exceed ninety (90) days), then City may terminate this Agreement by
9 giving Association written notice of its election to terminate at least fifteen (15) days prior
10 to the date of termination. If Association fails to conduct a Race in any given year or
11 proposes to conduct a Race which is not consistent with Section 3.1, then City shall have
12 the right to terminate this Agreement upon fifteen (15) days advance written notice.

13 13.2 If during the Term (i) the City Manager's designation of
14 locations for the placement of construction materials and elements of the safety systems
15 during construction of the Circuit and for the installation of viewing stands and amenities
16 for the conduct of the Race is unacceptable to Association; or (ii) the Circuit is modified,
17 without Association's consent, as a result of planned developments within, on or adjacent
18 to the modified Circuit and such modifications render the Circuit unacceptable to
19 Association, Association may terminate this Agreement upon giving City sixty (60) days
20 written notice.

21 13.3 If any act or omission of City gives Association the right to
22 terminate this Agreement pursuant to this Section 13, Association shall have the right to
23 require that City make a good faith attempt to resolve the issue giving rise to
24 Association's right to terminate by including a demand for negotiation in its notice of
25 termination. In the event Association elects to negotiate, City shall make its officials,
26 including representatives from the City's Manager's Office, the City Attorney's Office and
27 the Special Events Bureau Manager, available for that purpose and both City and
28 Association shall negotiate in good faith for a thirty (30) day period following Association's

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333 West Ocean Boulevard, 11th Floor
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1 notice of termination in order to amend the terms of this Agreement and/or otherwise
2 agree upon a reasonable solution to any outstanding issues which gave rise to
3 Association's right to terminate hereunder.

4 14. MISCELLANEOUS PROVISIONS:

5 14.1 Notice: Any notice, demand, request, consent, approval or
6 communication that either party desires or is required to give to the other party shall be in
7 writing addressed to the other party as follows:

8 TO CITY:

9 c/o City Manager
10 13th Floor, City Hall
11 333 West Ocean Boulevard
12 Long Beach, California 90802
13 FAX No. (310) 570-6583

14 TO ASSOCIATION:

15 Grand Prix Association of Long Beach, LLC
16 3000 Pacific Avenue
17 Long Beach, California 90806
18 FAX No. (562) 981-2632

19 or such other address as may have been specified by notifying the other party of the
20 change of address. Notice shall be deemed served upon receipt if personally served or
21 sent by facsimile transmission or on the fourth business day following the day of mailing if
22 mailed with the United States Postal Service, by certified mail, return receipt requested.
23 All payments required under this Agreement shall be deemed sufficiently paid if made by
24 check collected on first presentation.

25 14.2 Time of Essence: Time is of the essence of each provision of
26 this Agreement.

27 14.3 Municipal Powers: Nothing contained in this Agreement shall
28 be construed as a limitation upon powers of City as a chartered city of the State of
California.

1 14.4 Covenants and Conditions: All provisions hereof expressed
2 as either covenants or conditions on the part of City or Association to be performed or
3 observed shall be deemed to be both covenants and conditions.

4 14.5 California Law: This Agreement shall be construed and
5 interpreted in accordance with the laws of the State of California. Association covenants
6 and agrees to submit to the personal jurisdiction of any state court in the State of
7 California for any dispute, claim or matter arising out of or related hereto.

8 14.6 Integrated Agreement: This Agreement contains all of the
9 agreements of the parties and cannot be amended or modified except by written
10 agreement.

11 14.7 Interpretation: The captions shall have no effect on the
12 interpretation of this Agreement. When required by the context of this Agreement, the
13 singular shall include the plural.

14 14.8 Severability: The unenforceability, invalidity or illegality of any
15 provision shall not render the other provisions unenforceable, invalid or illegal.

16 14.9 Attorney Fees: If either party commences an action against
17 the other party arising out of or in connection with this Agreement, the prevailing party
18 shall be entitled to request the court for an award of reasonable attorneys' fees and costs
19 of suit from the losing party.

20 14.10 Nondiscrimination: In the performance of this Agreement,
21 Association shall not discriminate against any employee or applicant for employment or
22 any person using or desiring to use the premises because of age, sex, religion, race,
23 color, ancestry, national origin, handicapped condition, sexual preference or AIDS or an
24 AIDS' related disease. Association will take affirmative action to ensure that applicants
25 are employed, that employees are treated during employment and that persons desiring
26 to use the premises are treated without regard to their age, sex, religion, race, color,
27 ancestry, national origin, handicapped condition, sexual preference or a diagnosis of or
28 allegation of AIDS or AIDS related disease. Such action shall include, without limitation,

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1 the following: employment, promotion, demotion or transfer; recruitment or recruitment
2 advertising; layoff or termination; rates of pay or other forms of compensation; selection
3 for training, including apprenticeship; and maintenance of the premises and facilities in a
4 condition permitting reasonable access thereto by handicapped persons. Association
5 shall post in conspicuous places notices seeing forth the provisions of this paragraph.

6 14.11 Compliance with Laws: Association, at its cost, shall at all
7 times in the performance of its obligations under this Agreement comply in all material
8 respects with all applicable laws ordinances, and regulations of federal, state, and local
9 governmental entities having jurisdiction and obtain all required permits.

10
11 GRAND PRIX ASSOCIATION OF LONG
12 BEACH, LLC, a Delaware limited liability
13 company

14 By: Aquarium Holdings, LLC, a Delaware
15 limited liability company, its sole member

16 Dated: 12/14/17

17 By: 
18 Pierre Wildman
19 Manager

20 "ASSOCIATION"

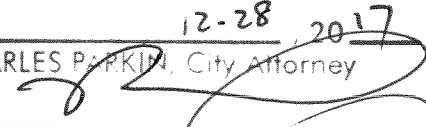
21 CITY OF LONG BEACH, a municipal
22 corporation

23 Dated: 1/3/18

24 By: 
25 City Manager

26 "CITY"

27 APPROVED AS TO FORM

28 12-28, 2017
29 CHARLES PARKIN, City Attorney
30 By: 
31 RICHARD ANTHONY
32 DEPUTY CITY ATTORNEY

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This Amended and Restated Agreement is hereby approved as to form this 28
day of December, 2017.

CHARLES PARKIN, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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EXHIBIT "A"
CIRCUIT

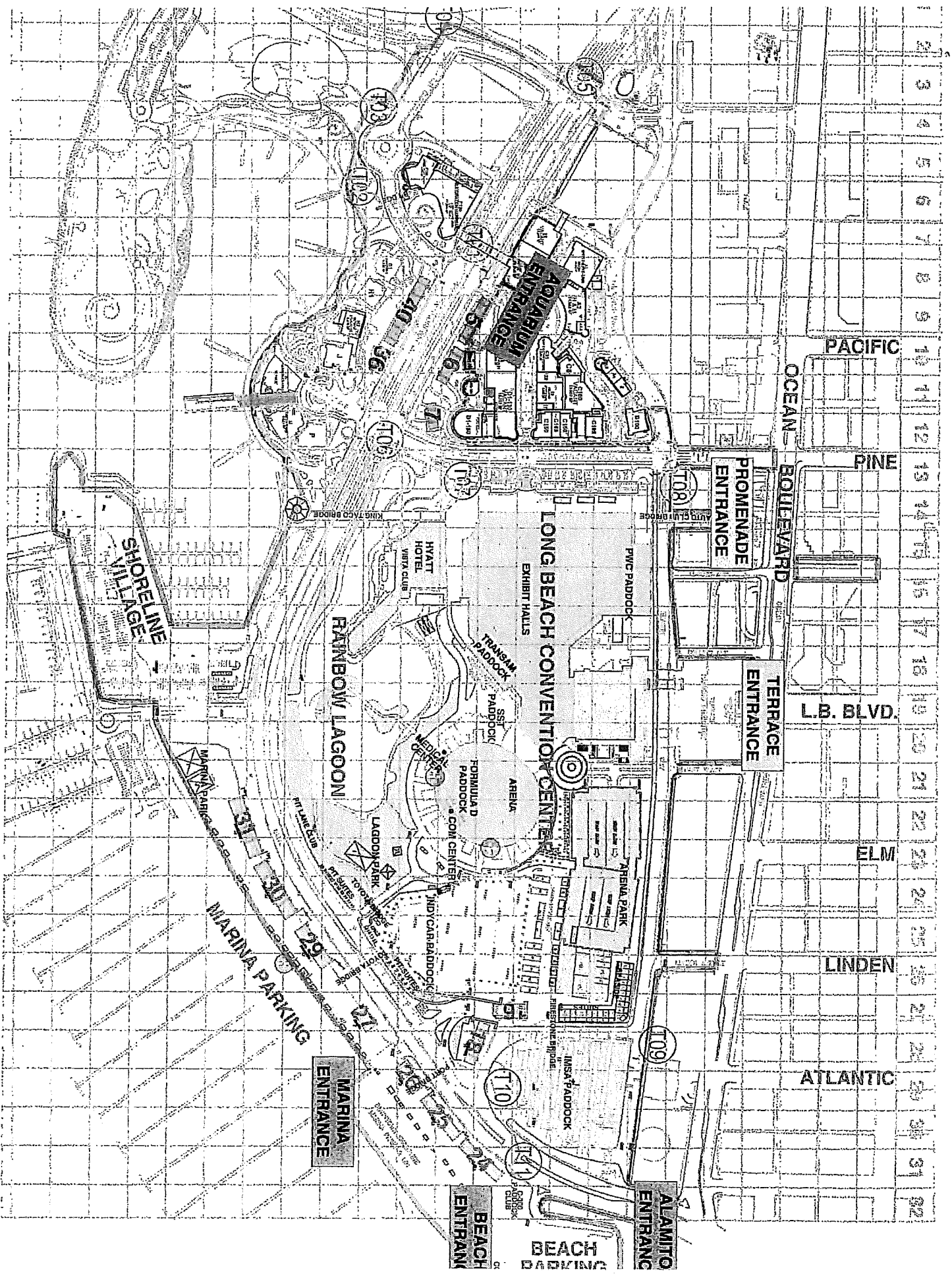
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EXHIBIT "B"

CITY SERVICES AND COSTS

Contract Cost	
Section 5.12 Permit Fee	\$91,757
Section 7.1 Administrative Fee	\$47,524
City Services Reimbursement	
Marine Bureau	
Beach Parking	
Alamitos Lot Parking	
Access Road Parking	
Boat Owner Parking	
Staff	
General Parking	
Aquarium Structure	
Lincoln Structure	
Police Department	
Operations	
Fire Department	
Operations	
Public Works	
Public Service	
Street Sweeping	
Traffic Paint & Signs	
Water Department	
Operations	
	<hr/>
	\$545,821
TOTAL	\$685,102



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PACIFIC

OCEAN

PINE

BOULEVARD

L.B. BLVD.

ELM

LINDEN

ATLANTIC

ALAMITO ENTRANCE

BEACH PARKING

BEACH ENTRANCE

MARINA ENTRANCE

PROMENADE ENTRANCE

TERRACE ENTRANCE

LONG BEACH CONVENTION CENTER

AQUARIUM ENTRANCE

SHORELINE VILLAGE

RAINBOW LAGOON

MARINA PARKING

KING TACO BRIDGE

HYATT HOTEL

VIBRA CLUB

TRANSAM PADDOCK

SST PADDOCK

FORMULAD PADDOCK

AERNA

COM CENTER

MARINA PARK

LADDON PARK

BEACH PARKING

BEACH ENTRANCE

ALAMITO ENTRANCE

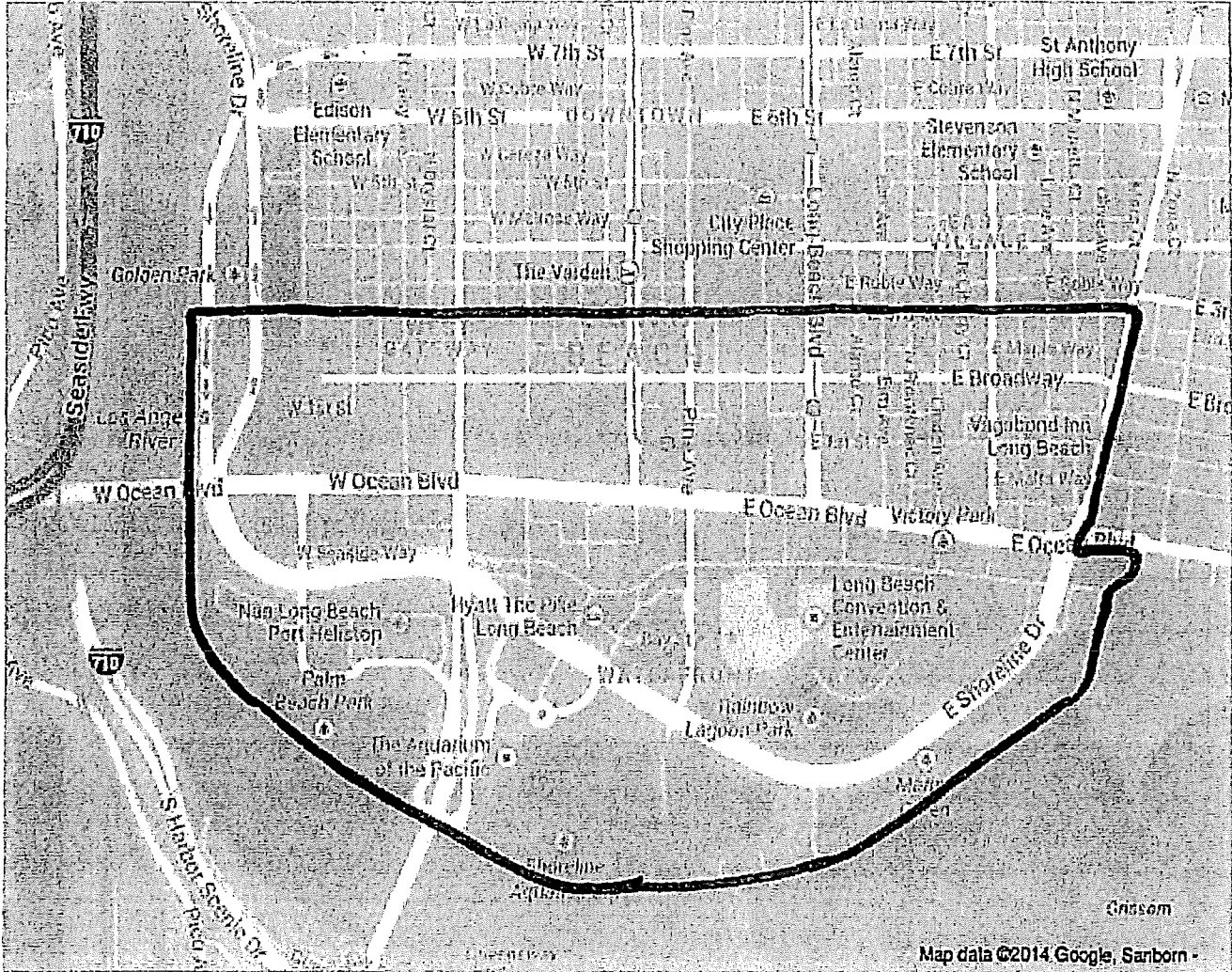
BEACH ENTRANCE

BEACH PARKING



GRAND PRIX CIRCUIT VICINITY

Long Beach, California



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