

**Amendment #10 to
Letter Agreement**

This Amendment #10 (the "Amendment") is effective as of April 1, 2023, by and between Octagon, Inc. ("Octagon") and [REDACTED].

BACKGROUND FACTS

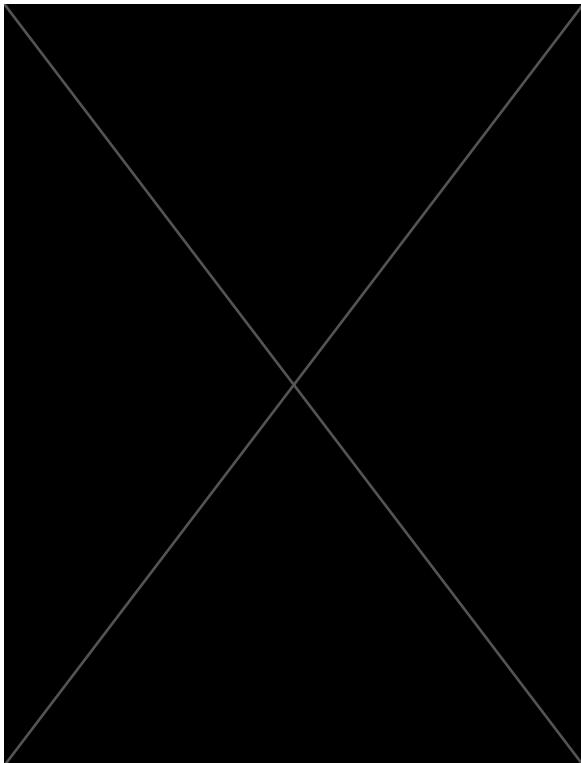
- A. Octagon and [REDACTED] entered into that letter agreement dated as of April 1, 2012, as amended by that certain Amendment #1 effective as of November 14, 2012, Amendment #2 effective as of November 11, 2013 and that subsequent amendment also titled Amendment #2 effective as of March 19, 2014, Amendment #3 effective as of April 1, 2015, Amendment #4 effective as of April 1, 2016, Amendment #5 effective as of April 1, 2020, Amendment #6 effective as of January 1, 2021, Amendment #7 effective as of January 1, 2021 and Amendment #9 effective as of January 1, 2022 (collectively, the "Agreement"), pursuant to which Octagon serves as [REDACTED] primary consumer event marketing agency and consultants. The parties acknowledge and agree that there is mistakenly no Amendment numbered 8.
- B. Octagon and [REDACTED] desire to modify and amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Octagon and [REDACTED] agree as follows:

1. **Section I/Term of Agreement.** The Term of the Agreement is hereby extended to conclude on December 31, 2025. [REDACTED] shall notify Octagon no later than November 1, 2025 if it intends to extend this Agreement for an additional term for one (1) year .
2. **Sections III/SOW.** The parties agree that Octagon shall provide the services as set forth in the additional SOW, and for the fee stated therein, attached hereto and incorporated herein as Exhibit A. These additional services are for planning and managing the [REDACTED] consumer loyalty program called [REDACTED] Takes the States, which shall be comprised of three events: [REDACTED] Together 2023, [REDACTED] Takes The States 2024, [REDACTED] Together 2025.
3. Other than as specifically set forth above, all terms and conditions set forth in the Agreement, shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment shall control.

AGREED AND ACCEPTED:

Signed this ____ day of June, 2023



Signed this ____ day of June, 2023

OCTAGON, Inc.

DocuSigned by:

By:  Arnold Wright
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Name: Arnold Wright

Title: EVP

EXHIBIT A

SCOPE OF WORK: "████████TAKES THE STATES"

- A. PROGRAM:** █████Takes The States ("Program") is consumer loyalty program comprised of three (3) individual events (each an "Event," one or more "Events"):
1. █████ Together 2023 and 2025 ("MT"): Each a nationwide one-day rally experience
 2. █████ Takes the States ("MTTS") 2024: Consumer driving program in which current █████ Owners can participate in a cross-country road trip on a predetermined route with group rally points leveraging community outreach partners.
- B. SCOPE OF WORK TERM:** The term of this SOW is April, 2023 through completion of the final Event currently anticipated to be no later than December, 2025
- C. SERVICES:**
- 1. CONCEPT DEVELOPMENT (MTTS & MT)**
 - a. Develop and design a theme to achieve a cohesive Program look and feel, inclusive of all Program assets, Events, venues, and experiences
 - 2. PROGRAM PLANNING AND COORDINATION (MTTS & MT)**
 - a. Create and maintain project timelines and manage agency / supplier partners to ensure deadlines are met
 - b. Source, scout, develop and coordinate the rally drive routes
 - c. Source car clubs and dealers as local area experts and integrate feedback and participation where possible
 - d. Provide creative solutions for EV charging infrastructure
 - e. Solicit dealer sponsors and assist involved dealers with Event logistics and planning
 - f. Liaise with multiple █████ partner companies supporting the Events e.g., merchandise supplier, official event sponsors, third-party party technology partners
 - g. Concept, create, manage, update all technology / digital platforms such Event website, registration site, and app development, and source third party providers for such platforms as applicable
 - h. Contract, manage, and coordinate logistics for all Events including any sub-contracted participant experiences or entertainment (venues, caterers, traffic control, emergency services, etc.)
 - i. Manage for MTTS only one fleet of 25-50 vehicles (MTTS only) to include:
 - i. Transportation of the fleet to / from Event locations
 - ii. Manage daily changes to in-market drivers / passengers for all staff, employees, and press
 - iii. Coordinate emergency repairs and post-Event disposition including assessment of each vehicle for damages / repairs
 - iv. Coordinate with drivers of "halo" or wrapped vehicles to ensure they are washed and arrive early to Events for prominent placement
 - j. Identify and support sponsor and charity partner integrations / activations where applicable
 - k. Support █████ with presentations (creative and content) developed for internal teams, █████ executives, dealers and sponsors, stakeholders
 - l. Manage food and beverage menu selections, guarantees, presentation and delivery for all Events
 - m. Contract, schedule, brief and oversee on-site temporary staffing

- n. Develop and maintain communication system with on the ground staff
- o. Manage sourcing, fulfillment, shipping for all gifts, prizes, and goodie bags
- p. Manage staff uniforms, including selection, obtaining client approval and delivery
- q. Create and produce all onsite event assets (such as tents, flags and signage)

3. BUDGET DEVELOPMENT AND RECONCILIATION (MTTS & MT)

- a. Develop and maintain detailed line-item budget by Event
- b. Manage multiple budget lines and purchase orders
- c. Triple bid all line items over [REDACTED] and provide back up to [REDACTED] Group Purchasing
- d. Submit working budget at start of planning with quarterly updates leading up to each Event
- e. Submit final pre-Event budget one month prior to each Event start date
- f. Maintain detailed backup documentation for all services contracted / suppliers
- g. Review and reconcile final bills for all services Octagon contracts for
- h. Submit final line-item budget and invoice for payment within 60 days of Event completion

4. PURCHASING AND PRICE NEGOTIATIONS AND CONTRACT NEGOTIATIONS (MTTS & MT)

- a. Source and contract venues, permits and catering for Events
- b. Source and contract tenting and décor companies, caterers, entertainment, lighting etc. for each Event
- c. Source and contract hotels for [REDACTED] event staff and applicable suppliers
- d. Source and contract graphic design/printing services for Program collateral
- e. Source and contract Event branded transportation e.g., MTTS tour bus or branded box truck
- f. Source and contract photography and video services

5. SITE INSPECTIONS AND ON-SITE MEETINGS (MTTS)

- a. Plan and participate in Event meetings at [REDACTED] in Woodcliff Lake, NJ. (Current estimate is 4-5 meetings over the course over 16-month planning period)
- b. In addition plan and participate in advance site inspection trips as needed. (Current estimate is 4-5 meetings over 12 months leading up to the Event)
- c. Plan and participate in route pre-planning drives. (Current estimate is 3 drives over the 16-month planning period)

6. COMMUNICATIONS, SOCIAL MEDIA & PRESS (MTTS & MT)

- a. Create, manage, and assist with pre and on-route social communications to the MTTS audience to include social posts, email blasts, app updates, newsletter content
- b. Create and manage visual online archive (photos and video)
- c. Manage media teams e.g., on-site briefings to disseminate updates and coordinate schedules
- d. Assist with handling on-site press who will be attending

7. SPONSOR AND ADDED VALUE PARTNER MANAGEMENT (MTTS)

- a. Develop sponsorship strategy with tiered offerings and corresponding benefits
- b. Source and secure sponsorships (For the avoidance of doubt, [REDACTED] shall enter into all sponsorship

contracts)

- c. Manage sponsorships, sponsor deliverables, contracts fulfillment, and payments
- d. Support sponsor planning and manage sponsor partners on-site
- e. Integrate [REDACTED] media partner added-value relationships and offerings into the Event through coordination with [REDACTED] media buying agency
- f. Produce sponsorship recap and final analytical reports for sponsors

8. REGISTRATION, WEBSITES AND EVENT TECHNOLOGY (MTTS & MT)

- a. Event Registration Site/s to be hosted by a third party supplier, which site(s) shall include:
 - i. Registration form development
 - ii. Fully branded
 - iii. Multiple participant types and pricing rules
 - iv. Promo codes
 - v. Activity sign-up & capacity tracking
 - vi. Web and mobile device optimized
 - vii. Payment processing
 - viii. Event ticketing
 - viii. Ability for user to return to make changes & request resend of confirmation
 - ix. Ability to integrate with third-party party data feeds ([REDACTED] CRM systems)
 - x. Ability for third-party party agency to pull data direct from system
 - xi. Ability to handle on-site new registrations and payment collection (including credit card payments)
 - xii. Attendee location tracking/scanning ability to scan/check-in attendees at all locations (without dependence on internet connectivity)
 - xiii. Ability to collect all data and communicate during live Event timeframe
 - xiv. Scanning equipment/devices
 - xv. Participant Email/app communications – both scheduled and emergency
- b. Dedicated [REDACTED] TAKESTHESTATES.com and [REDACTED] Together.com event information & registration websites
 - i. Work with [REDACTED] to secure domain names for both programs
 - ii. Develop website navigation
 - iii. Develop creative/graphic design concepts – fully branded
 - iv. Manage ongoing content updates throughout the Event including post-Event updates
 - v. Incorporate rotating banners
 - vi. Ensure the websites include mobile device adaptive design
 - vii. Integrate with applicable third-party party services and sites e.g., merchandise sales site
 - viii. Ensure client reviews and approves content before it is published with a minimum of 3 business days lead time where reasonably possible
- c. Mobile App (**MTTS & MT**)
 - i. Source recommended third-party party app providers that can manage and create content for [REDACTED] brand identity
 - ii. Manage app developer to ensure app is developed to specifications, tested and uploaded to mobile app stores e.g., Apple App Store, Google Play
 - iii. iOS, Android, Windows compatible
 - iv. Available to all registered Event participants who've provided a viable email address
 - v. Work in both online and off-line modes

- vi. Ability to support dynamic content within app/live updates
- vii. In-app messaging – scheduled and emergency
- viii. Event information based on program requirements including:
 - (1) Daily agenda
 - (2) Route information and integrated GPS map links
 - (3) Self-check-in
 - (4) Attendee directory (opt in for primary registrant and guests)
 - (5) Integrated social media
 - (6) Photo galleries
 - (7) Sponsor tab with link out to sponsor sites
 - (8) Event Game if applicable
- d. Event analytics (MTTS & MT)
 - i. Ability for [REDACTED] to run ad hoc reports pre, during, and post Event
 - ii. Automated weekly data report set pushed out to key personnel
 - iii. Status of registration and participation allowing to drill down search by city and attendee type
- e. Testing
 - i. Oversee testing of all Program technology to include: website, app, data exchanges (api), participant emergency notification services.

- 9. CREATIVE ASSETS, PRINTED MATERIALS & COLLATERAL ASSETS (MTTS & MT)** Manage creation of the following:
- a. Event logo
 - b. Navigation instructions, route maps, turn-by-turn route sheets (MTTS)
 - c. Directional signage (MTTS)
 - d. Event posters & postcards
 - e. Dealer signage: window clings, car decals, rear-view mirror hang tags
 - f. Tier 1,2,3 website assets: tiles, banners, display ads
 - g. Dealer email signature – 2 versions
 - h. MTTS.com content site creative layout / templates/progress route images with corresponding tablet/phone templates
 - i. Mobile app templates
 - j. Ticket template
 - k. Goodie bag
 - l. Collectible pins, logo door decals, event swag
 - m. Vehicle wrap design – box truck and branded [REDACTED] (MTTS only)
 - n. Merchandise designs inclusive of official Event tee
 - o. Sponsor lock-up logos
 - p. Drink and food vouchers (MTTS only)
 - q. Staff directory with photos and contact information (MTTS only)
 - r. Name badge template – up to 5 versions e.g., participant, staff, press (MTTS only)
 - s. Dealer “event in a box” kits

10. EXECUTIVE HANDLING (MTTS)

- a. Coordinate hotels and logistics for [REDACTED] executives during the MTTS Event, including schedule management, serving hotel liaison, coordinating entertainment, and arranging for mobile office support

11. ACCOUNTING SERVICES (MTTS & MT)

- a. Manage all Program invoicing including Octagon fees, vendor and third party invoices, pass-through Invoices, and [REDACTED] Purchase Orders
- b. Manage and secure sponsor, dealer and supplier payments as required on behalf of [REDACTED]
- c. Provide audit binder inclusive of outline of all final Event costs, expenses, additional billing (terms due 60 days post Event completion dates)
- d. Conduct a quarterly detailed budget review with [REDACTED] Experiential Marketing Manager

12. ON-SITE PROGRAM MANAGEMENT & TRAVEL STAFF (MTTS)

- a. Select, contract, coordinate and manage on-site travel staff
- b. Recommend number of travel directors and/or local staff, including temporary staff, to ensure a high- end program experience. Staffing hires to be approved in advance by [REDACTED] Experiential Marketing Manager
- c. Perform driving record background checks for all full time and temporary staff and coordinate completion of [REDACTED] Vehicle Usage Authorization forms for all employees and contracted staff. For long distance drive events (4+ hours), two staff members are always required per car to share driving responsibilities and promote drive safety.
- d. Assign staff roles/team requirements and distribute staffing grid in advance. Adequate staffing levels should be provided to mitigate fatigue, ensure staff safety, and provide breaks

Example MTTS roles

- Route team
- Registration team
- Events team
- Press liaison
- Housing team
- Executive team
- Merchandise team
- Staff manager
- Fleet manager
- Dedicated route Customer Service team (9-5 during business week). Begin when registration opens until 30-days post Event. Manage phone line, email inquiries, customer issues.

- e. Travel Directors oversee and execute on-site Event logistics including:
 - i. Transportation
 - ii. All F&B coordination and management with hotel, venue, destination management company staff (if applicable)
 - iii. Activity coordination with DMC
 - iv. VIP Services
 - v. Registration / Hospitality Desk

- vi. Hotel rooms management
 - vii. Gift and give-away assembly
 - viii. Organize room drops
 - ix. Executive handling
 - x. Vehicle / Fleet Management, including:
 - (1) Tagging, identifying, key storage, fueling, car wash, damages, repairs
 - (2) Fleet driver / passenger assignments
 - (3) Liaise with transportation vendor for delivery and pick up of vehicles on-site
 - (4) Valet of vehicles at venue in appropriate garage / parking lot
 - (5) Staging of vehicles at event locations
 - (6) Security / emergency support as needed
- f. Travel Directors must have a tiered payment structure based on team leads, regular staff and interns

13. ANALYSIS (MTTS & MT)

- a. Post-event participant survey creation, deployment, analysis
- b. Registrant analysis – demographic, geographic, etc.
- c. Event analytics – attendance, attrition, cost, cost per person

14. BUDGET DEVELOPMENT AND RECONCILIATION (MTTS & MT)

- a. Review and reconcile final bills for all services
- b. Submit final line-item budget and invoice for payment within 90 days of program end

D. FEES. As consideration for the services provided by Octagon hereunder,  shall pay, and Octagon shall earn evenly over the term of Services, the amounts shown below:

MINI USA						
MINI USA LOYALTY EXPERIENCES						
Appendix A - Pricing Sheet						
Fixed Fees: Agency Management Fees						
Description	Quantity	Rate	Days/Hours (Multiplier)	Total	Notes	
MINI Together 2023					April 1-Aug 30	
1.0 GD	1		15		Launch and program strategy/oversight	
2.0 AD, Program Management	1		150		Staff manager / Overall direction	
3.0 AM, Program Management	1		350		Overall account management and day-to-day lead	
4.0 GD, Design Director	1		0		Design Logo for the tour and creative assets for consumer experience (ex: scavenger hunt) within an app or digital platform	
5.0 Manager, Design	1		95			
6.0 SAE, Design Project Manager	1		15			
7.0 Director, Social/Digital	1		0		Provide high-level brainstorming on social / influencer extensions and sell-ins to comms	
MINI Takes the States 2023 (Planning Year)					April 1-Dec 31	
8.0 SVP	1		10		Overall account management and client support	
9.0 GD	1		75		Launch and program strategy/oversight	
10.0 AD, Program Management	1		1080		Staff manager / Overall direction	
11.0 AM, Program Management	1		900		MTTS Comms Manager (Registration, Partners, Merchandise, App)	
12.0 AE, Program Management	1		1350		Comms	
13.0 EVP, Creative	1		0		Scope Amendment if needed for MTTS (or MT):	
14.0 SVP, Creative	1		0		Build out the core concept for MTTS and provide creative consultation	
15.0 GD, Creative Director	1		0			
16.0 GD, Creative Director	1		0			
MINI Takes the States 2024 (Activation Year)					Jan 1-Sept 30	
18.0 SVP	1		10		Overall account management and client support	
19.0 GD	1		75		Launch and program strategy/oversight	
20.0 AD, Program Management	1		1250		Staff manager / Overall direction	
21.0 AM, Program Management	1		1250		MTTS Comms Manager (Registration, Partners, Merchandise, App)- Full time through August with 50 wrap up hours	
22.0 AE, Program Management	1		1250		Comms- Full time through August with 50 wrap up hours	
23.0 GD, Design Director	1		40		Design Logo for the tour, key visuals to guide creation of all tour assets, signage, POC.	
24.0 Manager, Design	1		250		Designs 8-10 creative assets of standard size using key visual	
25.0 SAE, Design Project Manager	1		20			
MINI Together 2025					Jan 1-Aug 31	
26.0 GD	1		15		Launch and client support	
27.0 AD, Program Management	1		150		Staff manager / Overall direction	
28.0 AM, Program Management	1		350		Overall account management and client support	
29.0 GD, Design Director	1		0		Design Logo for the tour and creative assets for consumer experience (ex: scavenger hunt) within an app or digital platform	
30.0 Manager, Design	1		95			
31.0 SAE, Project Manager	1		15			
32.0 Director, Social/Digital	1		0		Provide high-level brainstorming on social / influencer extensions and sell-ins to comms	
Fixed Fees Total						

