

Amendment #15 to

Letter Agreement

The Amendment #15 (the "Amendment") is effective as of July 2, 2024 by and between Octagon, Inc. ("Octagon") and [REDACTED] a Delaware limited liability company.

**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, Amendment 9 effective as of January 1, 2022, Amendment 10 effective as of April 1, 2023, Amendment 11 effective as of July 13, 2023, Amendment 12 effective as of July 25, 2023, Amendment 13 effective August 1, 2023 and Amendment 14 effective September 1, 2023 (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.

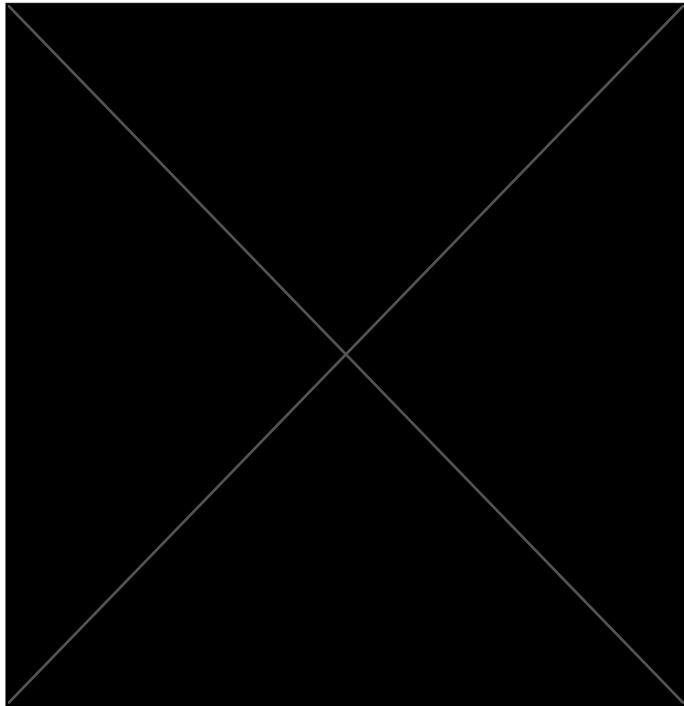
B. Octagon and [REDACTED] desire to modify and amend the Agreement as set forth herein.

**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. 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, for planning and managing the 2024 [REDACTED]
2. 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.

[signature page to follow]

Signed this \_\_\_\_ day of June 2024



Signed this 7 day of June 2024

OCTAGON, Inc.

By: Arnold Wright

Name: Arnold Wright

Title: EVP

OCTAGON, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

SCOPE OF WORK: "2024 [REDACTED]

PROGRAM: This Scope of Work will cover the customer experience events for [REDACTED] in 2024.

SCOPE OF WORK TERM: The term of this SOW is June 26, 2024 through the completion of the event no later than December 31, 2024.

SERVICES: Overall lead agency responsible for the success of the event, including all deliverables from the final and approved proposal, including:

### A. Branding and Visual Elements

- A. Concept and render the creative thematic for [REDACTED] Days 2024, subject to receipt from [REDACTED] of written brief with creative goals
- B. Incorporate approved creative thematic throughout the footprint including but not limited to:
  - i. Main entrance
  - ii. Directional signage
  - iii. Vendor Marketplace backwalls
  - iv. Bike displays

### B. Proving Ground:

- A. Design/render and outsource the production of display booths for the following:
  - i. General Welcome reception booth
  - ii. Semi-Truck with full "Make Life a Ride" setup
  - iii. CE 04 bike demos with booth for the demo ride check in
  - iv. Stunt space designated to Teach McNeil, 3 presentations per day

### C. Main Area – Hospitality

- A. Product Area:
  - i. Subject to receipt from [REDACTED] of written brief with creative goals, secure vendor to set up and build a 48 vehicle display across for the full product line up.
- B. Partnership marketplace: Design/render and outsource the production of display booths for the following 10 booths:
  - i. [REDACTED] Performance Center (Cars)
  - ii. [REDACTED] US Rider Academy
  - iii. [REDACTED] Financial Services
  - iv. [REDACTED] Motorrad Recruiter Program
  - v. [REDACTED] Motorcycle Owners Association

- vi. Handbuilt Motorcycle Show/Revival Cycles
- vii. RawHyde Adventures
- viii. California Superbike School
- ix. Edelweiss Tours
- x. Roads to Birmingham Redemption (scavenger hunt redemption)
- C. Merch Booth: Design/render and outsource the production of a branded tent with event specific merch.
- D. Americas Gathering Area: Design/render and outsource the production of a soft seating with shade, vintage bike display and pinstriping.
- E. Stage with live music: Contract with a third party vendor to provide a stage for live music. Octagon to source and hire local music talent. Mix of contemporary and classic rock.
- F. Beer Garden: Source and hire local craft German-inspired beer vendor. The beer vendor will manage the sale and inventory of their own product. Will utilize the same tent and tables sourced in 2023.
- G. Kids Zone: [REDACTED] to partner with All Kids Bikes; Octagon to provide footprint and required tenting. All Kids Bikes to provide an obstacle course with a dozen kids bikes and helmets for engagement.

#### **D. Other Activities:**

- A. [REDACTED] Parade Lap: Assist in coordination with Barber Motorsport Park for owners to participate in Parade Lap
- B. Museum welcome reception for 300 guests: Assist in planning, invitation strategy and onsite execution
- C. VIP dinner at the Museum for 300 guests: Assist in planning, invitation strategy and onsite execution
- D. Registration Website: Contract with third party vendor for creation, hosting and management of the registration website. Octagon to develop details of the event, hero image and copy for the website.

#### **E. Budget Management**

- A. Provide [REDACTED] with a budget by section of the footprint: Vendor Marketplace, [REDACTED] Displays, Stage, etc.
- B. Outline elements that would be rental vs bought and owned by [REDACTED] at the conclusion of this program
- C. Budget planning should include any planned recovery from activations and upsells but must show the financial risk and investment totals. [REDACTED] will assume any risk with activities anticipating a recovery; i.e. VIP packages, Merchandise
- D. Provide a detailed excel of expenses and investments. Octagon to share the budget snapshot during regular status calls.

#### **F. Onsite Responsibility**

- A. Manage all hired vendors for the onsite build and activation
- B. Provide a detailed spec sheet including the timeline for all activation elements like build, band schedule, VIP dinner run of show

FEES. As consideration for the services provided by Octagon hereunder, [REDACTED], LLC shall pay and Octagon shall earn evenly over the term the fixed and non-reconcilable [REDACTED] for [REDACTED], as shown below:

2024 Octagon x [REDACTED] Agency Fees		Event Dates Oct 11-Oct 13	
Level	Rate	Hour s	Total
<b>Experiences</b>			
Vice President		65	
Group Director		170	
Account Director		450	
Account Manager		170	
Sr. Account Executive		170	
Sr. Account Executive		340	
<b>Creative (Design &amp; Concept)</b>			
Creative Director		40	
Design Director		20	
Sr. Designer Manager		100	
Render Design Manager		50	
Account Manager		20	
<b>Strategy (Reporting &amp; Comms)</b>			
Account Director - CRM		130	
Sr. Account Executive		100	