AT-WILL EMPLOYMENT AND BINDING ARBITRATION AGREEMENT ("Agreement")

1. It is hereby agreed by and between _____ (hereinafter "Employee") and Speedway Sonoma, LLC (hereinafter "Company") that the employment and compensation of Employee can be terminated by the Company or the Employee at any time, with or without cause and/or with or without notice, at the option of the Company or the Employee.

2. Employee also acknowledges that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of or relate to the employment relationship between Employee and the Company. Employee and the Company both agree that except as otherwise provided in this Agreement any claim, dispute, and/or controversy that either party may have against the another (including, but not limited to, claims related to compensation or any claims of discrimination and harassment, whether they be based on the California Labor Code or federal Fair Labor Standards Act, California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or claims for unfair competition or misappropriation of proprietary or trade secret information, as well as all other applicable local, state or federal laws or regulations) which would otherwise require or allow resort to any court between Employee and the Company (or between Employee and the Company's owners, parent or subsidiary companies, affiliates, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with Employee's seeking employment with, employment by, or other association with or termination by the Company, whether based on tort, contract, statutory, or equitable law, or otherwise shall be submitted to and determined exclusively by binding arbitration (excluding workers' compensation, unemployment insurance claims, or state or federal disability insurance claims). However, Employee and Company understand and agree that claims arising under any law that permits resort to an administrative agency notwithstanding an agreement to arbitrate those claims may be brought before that agency as permitted by that law, including without limitation claims or charges brought before the National Labor Relations Board, the Equal Employment Opportunity Commission, the United States Department of Labor, the California Workers' Compensation Appeals Board, and the California Employment Development Department. Employee and the Company also understand and agree that after exhaustion of administrative remedies through the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission or other administrative agency under a statute that requires exhaustion of administrative agency before seeking relief, the parties must pursue any such claims through this binding arbitration procedure.

3. Employee and the Company agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration Act and acknowledge that the Company's business and the nature of Employee's employment affect interstate commerce. In addition to requirements imposed by law, the arbitrator herein shall be a retired California Superior Court Judge or United States District Court Judge who presided in California. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). If Code of Civil Procedure ("CCP") § 1284.2 conflicts with other substantive statutory provisions or controlling case law, the allocation of costs and arbitrator fees shall be governed by applicable statutory provisions or controlling case law instead of CCP § 1284.2.

4. The arbitrator shall be vested with authority to determine any and all issues pertaining to the dispute/claims raised (not including, however, any disputes concerning the validity or enforceability of this Agreement). However, any such determinations, remedies and awards shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis for his/her determinations other than such controlling law. To the extent applicable in civil actions, the following shall apply and be observed: all rules of pleading (including the right of demurrer) and all rights to resolution of the dispute by means of motions for summary judgment or adjudication and judgment on the pleadings. All such demurrers and motions shall be heard on 28 days notice, said notice period being subject to change by the arbitrator but only upon a showing of good cause. Discovery shall be in conformity with the procedures of the California Arbitration Act ("Act") (CCP sec. 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery applicable to the dispute being arbitrated). The arbitrator shall follow the California Rules of Evidence during the hearing. A party may move for judgment as provided in CCP § 631.8. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve and file with the arbitrator a brief. Awards shall include the arbitrator's written reasoned opinion, and the award shall remain confidential unless disclosure of such award is permitted by law. The arbitrator's award may be enforced by a court of competent jurisdiction. PROVIDED: There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or in a representative or private attorney general capacity on behalf of a class of persons or the general public.

5. If any term or portion of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion had not existed within this Agreement. However, if (1) such a court (including a court of appeal if an appeal is taken) reviews the provisions of this Agreement regarding the waiver of class, representative, private attorney general or collective actions and makes a final non-appealable ruling that determines such provisions are invalid or unenforceable under applicable law <u>and</u> (2) after or in connection with such a final ruling, the Employee or Company has asserted, asserts, or seeks to assert, class, representative, private attorney general or collective action claims against the other party, the provisions of this Agreement regarding the waiver shall not be severed from this Agreement and, instead, the class, representative, private attorney general or collective action claims shall be resolved in court, and not in arbitration.

6. No Employee shall be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement and any retaliatory act or omission is directly contrary to Company policy. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Human Resources Department.

7. The Company encourages all Employees to become familiar with their rights under state and federal wage and hour laws, equal employment opportunity laws, and all other laws. Among other locations, information regarding an Employee's rights under applicable wage and hour laws can be found at the U.S. Department of Labor's website, http://www.dol.gov (and similar state

governmental websites), and information regarding an Employee's rights under equal employment opportunity laws can be found at the U.S. Equal Employment Opportunity Commission's website, http://www.eeoc.gov (and similar state governmental websites). The Company encourages all Employees to report any violations of applicable law to the Human Resources Department and to assert claims under this Agreement for any alleged violations of any state or federal law including, but not limited to, alleged violations of state and federal laws governing wages, hours, overtime, minimum wage, discrimination, harassment or retaliation, or any other claims or disputes covered by this Agreement.

8. It is further agreed and understood that any agreement contrary to or modifying this Agreement must be entered into, in writing, signed by the Employee and the Chief Executive Officer or President of the Company. No supervisor or representative of the Company, other than its Chief Executive Officer or its President has the authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to this Agreement. Oral representations made before or after Employee is hired, or before or after Employee signs this Agreement, do not alter this Agreement. This is the entire agreement between the Company and the Employee regarding dispute resolution, the length of Employee's employment, and the reasons for termination of employment, and this Agreement supersedes any and all prior agreements regarding these issues.

EMPLOYEE HAS READ, UNDERSTOOD, AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS AND UNDERSTANDS BY AGREEING TO THIS BINDING ARBITRATION AGREEMENT, BOTH EMPLOYEE AND THE COMPANY GIVE UP RIGHTS TO TRIAL BY JURY.

Dated: _____ _____ _____

EMPLOYEE'S NAME (PRINTED) EMPLOYEE'S SIGNATURE

Dated: _____ SPEEDWAY SONOMA, LLC By:_____

Print Name:_____

Title: _____