

**Amendment to Agreement
By and Between
The Metropolitan Government of Nashville and Davidson County
Board of Fair Commissioners
and
Track Enterprises, LLC**

This Amendment to the Lease Agreement for the Fairgrounds Premises (“Amendment 1”) is entered into by and between the Metropolitan Government of Nashville and Davidson County, through the Board of Fair Commissioners (“Fair Board”), and Track Enterprises, LLC, (“TE”).

WHEREAS, the Fair Board and TE originally entered into a Lease effective as of June 18, 2020, for a term of one year, in order to engage TE to conduct TE Motorsport Events and TE Motorsport Track Activities (“TE Motorsports”) at the Motorsport Event Space on the Fairgrounds Premises (Exhibit A):

WHEREAS, the Parties entered into a substantively similar lease for an additional year effective April 4, 2021 (Exhibit B);

WHEREAS, the Parties entered into a third substantially similar lease effective December 7, 2021 (Exhibit C) (“December 2021 Agreement”);

WHEREAS, the Parties now wish to extend the term of the December 2021 Agreement a so that TE will be engaged for an additional year to conduct the motorsport track events under the same terms;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. That the first sentence of paragraph 2.3(D) is hereby deleted and the following language inserted:

The Fair Board agrees to lease the Motorsport Event Space on dates to be determined and agreed by to by both parties for 2022 and 2023.

TE will have the exclusive and continuous right to book up to 10 Motorsports Events during the term of the agreement. If TE wishes to pursue Motorsport Events outside of the size, class, or type scheduled within the past three (3) years, TE must first present the proposal to the Fair Board for consideration.

2. That paragraph 2.3(E)(6) is hereby deleted and the following language inserted:

hire vendors to provide food and/or beverages during TE Motorsports Events. All beer or liquor sold on the Fairgrounds shall be sold in compliance with local, state, and federal law. When hiring concessions vendors, TE must choose caterers licensed and permitted in accordance with the aforementioned laws. TE shall

obtain appropriate insurance coverage and have said coverage approved by the Insurance Division of the Metropolitan Department of Law. TE will pay the Fair Board a 15% commission of gross sales, after taxes, for all revenues received from such sales.

3. That paragraph 2.3(F)(3) is hereby deleted and the following language inserted:

No later than March 1, 2023, TE shall agree to provide the Fair Board with the following: (i) identify specific part numbers for acceptable, required mufflers to be used by all vehicles, as well as set forth specific criteria and procedures for authenticating compliance with muffler use requirements and (ii) identify specific, agreed noise limits as called for under subsection (2) above. Enforcement of specified muffler use shall be consistent and the responsibility of TE as defined in Exhibit D and the Nashville Fairgrounds Speedway General Rules. Enforcement actions shall include, but are not limited to, driver penalties up to and including disqualification.

4. That paragraph 3.1 (Agreement Term) of the Agreement is hereby deleted and the following language inserted:

The Effective Date of this Agreement is December 7, 2022. Unless terminated earlier pursuant to the terms and conditions of this Agreement, the term of this Agreement shall be for a period of one (1) year.

5. That paragraph 4.1(a)(1)(3) is hereby deleted and the following language inserted:

Five hundred dollars (\$500) per month for nine months for use of office and fixtures, except that for the year of 2022 rent shall be for only eight months. Utilities, other than phone service and internet service, are included in the lease of the offices. Office rent is due on or before the first day of each month of the term. Rent for partial month occupancy of the offices will be prorated.

6. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the Lease Agreement between the Fair Board and TE shall otherwise remain in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Amendment 1, and do hereby warrant and represent that their signatory, whose signature appears below, has been and is on the date of signature duly authorized to execute this contract.

Board of Fair Commissioners, and
Metropolitan Government of
Nashville and Davidson County

EVENT

Chair, Fair Board

Event Name

Date

Street Address

APPROVED AS TO FUNDS
AVAILABILITY:

City, State, Zip Code

Director of Finance

Printed Name

APPROVED AS TO INSURANCE
REQUIREMENTS:

Signature

Director of Insurance

Date

APPROVED AS TO FORM AND
LEGALITY:

Department of Law

FILED WITH METROPOLITAN CLERK:

Office of the Metropolitan Clerk