

March 6, 2023

Ms. Laura Womack
Executive Director
Fairgrounds Nashville

Dear Ms. Womack,

At your request and in the spirit of cooperation, we write this letter to confirm that Walsh Management LLC ("Walsh"), on behalf of itself and its affiliate Nashville Soccer Club LLC, has participated in discussions with Fairgrounds Nashville and Bristol Motor Speedway ("BMS") related to event scheduling protocols for the Fairgrounds campus and certain proposed changes in anticipation of a possible track expansion and lease to BMS. The attached document accurately reflects Walsh's input into that conversation. Notably though, the list of factors to be considered in establishing changes to the current scheduling procedures reflects the difficulty we anticipate in managing all events that would potentially be held on the site.

Walsh understands that the proposed relationship between BMS and Fairgrounds Nashville will soon come before the Fair Board and then the Metro Council for consideration, and so we are committed to working with all campus partners to develop a workable solution for scheduling multiple events. However, Walsh's commitment is not an indication of any particular position held by Walsh relative to any proposed NASCAR or other events to be held at the Fairgrounds campus pursuant to the proposed BMS lease. Walsh does not wish to insert itself into either body's approval process because any decision on how best to utilize the campus facilities is the sole province of the people of Nashville and their representatives.

Sincerely,



Mary K. Cavarra
Walsh Management LLC
Vice President

Attachment 1

Walsh Management LLC acknowledges that the following procedures, in general, reflect the current processes followed in accordance with MLS Stadium Operation – Term Sheet between Walsh Management LLC and the Fair Board. Certain terms described in this document are specific to the proposed BMS transaction currently being considered by the Fair Board. All campus partners will exercise good faith in scheduling events and venue uses as to not intentionally obstruct business or operations but with full intent to maximize everyone’s use and access of the campus subject to existing agreements.

Parties agree to coordinate with Fairgrounds Nashville in performing its authorized use and operation of the Premises in a manner consistent with the terms and conditions of this document.

Scheduling language:

- Fairgrounds will maintain master shared calendar and provide read access to that information to all campus partners.
- Bristol to provide a schedule to The Fairgrounds Nashville for races and major campus-wide events (including CVB events) by June 25.
- Fairgrounds will identify event dates that are unavailable for Expo use due to longevity, size, and pre-existing commitments and will provide BMS race dates and major event date requests along with its event dates by July 1 each year to Nashville SC for the upcoming year’s schedule.
- The Fairgrounds Nashville will provide NSC an updated event calendar by September 2.
- NSC will provide game schedule to Fairgrounds and campus partners by January 31.
- Campus partners will collaborate to resolve any conflicts for events scheduled after January 31.
- All campus partners will participate in scheduling discussions and, should any conflicts be revealed, it is agreed that the following approach will be taken, subject to existing agreements:
 - The Fairgrounds will work with partners to resolve any event/game conflict.
 - Host all events in the same day by adjusting times (public access), space/parking availability.
 - If events cannot coexist on the days submitted – attempt to reschedule to another day.
 - If neither party is able to reschedule:

Factors to be considered may include:

- Is alternate year scheduling an option?
- Is the event broadcasted?
- What adjustments can be made to host simultaneously?

Same date conflict process:

- Soft holds/tentative dates will be placed in the master calendar as they are communicated on a first-come-first served basis. Multiple soft holds may be placed on the calendar for the same dates and a numbering system will be used to document the order they were added.
 - Soft holds may be added when a potential event is identified which may be up to 18 months in advance. The parties will take a reasonable approach in identifying soft hold events.
 - The first soft hold/tentative dates will have priority to transition to a firm hold/booking and reserve the date(s). If the second soft hold is able to transition to a firm hold before the first hold, the first soft hold will be given an opportunity to secure the event (firm hold/booking). If unable to firm the date, the second soft hold will be authorized to secure their event.
- In the event of a scheduling dispute that cannot be amicably resolved by the parties, Bristol and NSC covenant to work with the Executive Director of Fairgrounds Nashville and other third parties (ie., NASCAR, MLS, etc), diligently and in good faith to resolve such scheduling conflicts.

Parking Coordination:

- Partners recognize the need for parking related to Fairgrounds Nashville events that may occur simultaneously with Stadium and Speedway Events. Fairgrounds Nashville shall have the right to the use of parking in the lot (and future parking garage, if constructed) adjacent to the exposition center at all times, including during Stadium and Speedway Events. Any parking not needed by the Fairgrounds Nashville during Stadium and Speedway Events shall be made available to partners for Stadium and Speedway Event parking.
- Use and access of lots 8,10, 11 negotiated separately between NSC and BMS. Good faith efforts from all to coordinate use with permission not unreasonably withheld.

Event Coordination:

- The parties will cooperate in seeking opportunities for joint marketing of campus events.
- The parties will communicate about and cooperate on campus roadway closure requests.