

**Amendment 3 to Agreement
By and Between
The Metropolitan Government of Nashville and Davidson County
Board of Fair Commissioners
and
Track Enterprises, LLC**

This Third Amendment to the Lease Agreement for the Fairgrounds Premises (“Amendment 3”) 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); and,

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

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

WHEREAS, by amendment to the December 2021 Agreement, the Parties extended the term of the December 2021 Agreement for one additional year, effective December 7, 2022 (“Amendment 1”) (Exhibit D); and,

WHEREAS, on September 12, 2023, the Fair Board approved a second amendment to the December 2021 Agreement memorializing the Parties’ agreement to include a liquidated damages provision in the December 2021 Agreement (“Amendment 2”) (Exhibit E); and,

WHEREAS, the Parties now wish to extend the term of the December 2021 Agreement, as amended by Amendments 1 and 2, 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 paragraph 3.1 (Agreement Term) of the December 2021 Agreement, as amended by Amendment 1, is hereby deleted and replaced with the following language:

The Effective Date of this Agreement is December 7, 2023. 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.

2. That paragraph 4.1.1(a)(1) of the December 2021 Agreement is hereby deleted in its entirety and replaced with the following language:

\$3,000 per race plus an additional \$1.00 to the Fair Board for each ticket purchased in excess of 2,000 General Admission tickets sold for each local race.

2. That paragraph 4.1.1(a) of the December 2021 Agreement is hereby amended to add the following subparagraph (6):

Balances not paid within 30 days from the date of the event shall be subject to interest at the highest rate permitted by law from the date of the final bill, and such interest shall be due and payable upon payment of the final bill. Such late fees are in addition to any other rights and remedies available to the Fair Board.

3. That paragraph 4.1.1(b) of the December 2021 Agreement is hereby deleted in its entirety.

4. That paragraph 4.4(A)(1) of the December 2021 Agreement is hereby deleted in its entirety and replaced with the following language:

grass cutting and trimming inside fence line of speedway and outside fence to ticket booths at turn 1 and turn 4;

5. That the heading, 3.5 TE Motorsports Maintenance and Operations, of the December 2021 Agreement is amended to read as follows:

4.5 TE Motorsports Maintenance and Operations.

6. That paragraph 3.5(A)(2) of the December 2021 Agreement is amended to add the word “and” between “cleaning” and “restocking” so that, as amended, it reads as follows:

cleaning and restocking of speedway and concourse public restrooms;

7. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the of the December 2022 Agreement, as amended by Amendment 1 and Amendment 2, between the Fair Board and TE shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment 3-+, 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, and Zip

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