

Master Lease

Between

**The Metropolitan Government of Nashville and Davidson County
by and through The Metropolitan Board of Fair Commissioners**

Lessor

And

**The Sports Authority of the
Metropolitan Government of
Nashville and Davidson County**

Lessee

[_____], 2023

This Master Lease (this “Master Lease”) is entered into this [____], 2023 (the “Effective Date”), by and between The Metropolitan Government of Nashville and Davidson County (the “Metropolitan Government”), by and through The Metropolitan Board of Fair Commissioners, (“Lessor”) and The Sports Authority of the Metropolitan Government of Nashville and Davidson County (“Lessee”).

Recitals

1. The Lessor is a public corporation established by Charter adopted by referendum vote on June 28, 1962, in conformity with the laws of the State of Tennessee.

2. The Lessee is a public nonprofit corporation and a public instrumentality of the Metropolitan Government created pursuant to the laws of the State of Tennessee.

3. Pursuant to Section 7-67-109 of the Tennessee Code Annotated, the Lessee has the express power to acquire land by lease in order to operate a project such as a sports and recreation facility.

4. Pursuant to Section 7-67-111 of the Tennessee Code Annotated, the Lessor is permitted to convey land by lease to the Lessee.

5. The Metropolitan Government by and through the Lessor owns the existing Nashville Fairgrounds Speedway (the “Existing Speedway”) located on a portion of the Nashville Fairgrounds at 300 Rains Avenue, Nashville, Tennessee, as more fully described herein (the “Speedway Site”).

6. The Metropolitan County Council on [____], 2023, adopted Ordinance No. BL2023-[____] conditionally approving the issuance by the Lessee of its Revenue Bonds (Speedway Project), Series 2023 (the “Bonds”) to provide funds for the demolition of the Existing Speedway and the design and construction of a new speedway with a new motorsport racetrack, infield, grandstands, buildings, parking areas and all related amenities, signage, fixtures and other necessary and customary items at the Speedway Site (the “Speedway Facility”).

7. The Lessee shall pay a portion of the proceeds of the Bonds to the Metropolitan Government as a one-time rental payment under this Master Lease in order to facilitate the financing of the demolition of the Existing Speedway and the design, construction, installation, equipping and furnishing of the Speedway Facility and all improvements appurtenant thereto or comprising a part of any of the same (collectively the “Project”).

8. Concurrently with the execution of this Master Lease and the issuance of the Bonds, the Lessee shall lease the Project Property (as hereinafter defined) back to the Metropolitan Government, by and through the Lessor, pursuant to a Master Sublease of even date herewith (the “Master Sublease”), and the Metropolitan Government, by and through the Lessor, shall use the rental payment from the Lessee hereunder for the Project.

9. The Metropolitan Government, Lessor and Lessee have determined that the Project will encourage and foster economic development and prosperity for the Metropolitan Government, and will provide recreational and other opportunities for the residents of the State of Tennessee and Nashville and Davidson County.

NOW, THEREFORE, IN CONSIDERATION of the premises and their mutual undertakings as herein set forth and other good and valuable consideration, the Metropolitan Government, by and through the Lessor, and the Lessee, do hereby agree as follows:

SECTION 1. Master Lease by Lessor to Lessee. The Metropolitan Government, by and through the Lessor, does hereby lease and demise to the Lessee and the Lessee does hereby let from the Metropolitan Government, by and through the Lessor, for and during the lease term hereinafter provided, (i) the Speedway Site as more particularly described and depicted in Exhibit A, which is incorporated herein and made part hereof by this reference, together with any and all appurtenances thereunder belonging (the "Land"), and (ii) all improvements, buildings and structures, including without limitation, the Speedway Facility, located on the Land (the "Improvements") and any and all furniture, fixtures and equipment located on the Land or in the Improvements (the "Equipment"); together with the Land and the Improvements, the "Project Property"). This Master Lease is entered into and the leasehold estate hereby created is made upon and subject to the terms and conditions contained herein.

SECTION 2. Term. The term of this Master Lease shall begin on the Effective Date and continue for 40 years, or until the Bonds have been paid in full, whichever is earlier.

SECTION 3. Rent. Lessee shall pay to the Metropolitan Government, by and through the Lessor, a one-time rental payment with respect to this Master Lease on the Effective Date in the amount of \$[_____].

SECTION 4. Improvements and Uses. The Lessee shall lease the Project Property back to the Metropolitan Government, by and through the Lessor, pursuant to the Master Sublease, and the Metropolitan Government, by and through the Lessor, shall cause the renovation of the Speedway Facility as provided in the Master Sublease. The Speedway Facility shall be used for the purposes of a sports authority determined in Title 7, Part 67 of the Tennessee Code Annotated. The Metropolitan Government, by and through the Lessor, hereby stipulates and agrees that the uses set forth in the Speedway Lease (defined below) are in compliance with the terms of this Master Lease and with the uses as determined in Title 7, Part 67 of the Tennessee Code Annotated. Lessee covenants and agrees that it will use said Project Property for lawful purposes at all times.

SECTION 5. No Warranty. Lessee has inspected the Project Property and agrees to accept the conditions of the Project Property, without any representation or warranty on the part of the Lessor, in an "as is" condition. Subject to the terms of the Master Sublease, the Lessee assumes the responsibility of the condition, operation, maintenance and management of the Project Property.

SECTION 6. Benefit and Assignment and Subletting. The provisions of this Master Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither this Master Lease nor any of the rights and obligations of the Lessee hereunder shall be assigned or transferred to any person, firm or corporation without the prior written consent of the Metropolitan Government, by and through the Lessor, which consent shall be approved by resolution of the Metropolitan Council. Any assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee or transferee shall assume each and every obligation of Lessee hereunder, and the Metropolitan Government, by and through the Lessor, may deal with, contract with, and accept rent from any such assignee without waiving any of its rights hereunder. Notwithstanding the foregoing, the Metropolitan Government's consent is not required in connection with the execution of the Master Sublease.

SECTION 7. Master Sublease; Speedway Lease Agreement. The Metropolitan Government, by and through the Lessor, and Lessee each acknowledge that they have entered into the Master Sublease concurrently with this Master Lease and that the Metropolitan Government, by and through the Lessor, will enter into that certain Lease Agreement (the “Speedway Lease”), dated on or about the date hereof, with Bristol Motor Speedway, LLC (the “Operator”), pursuant to which the Metropolitan Government, by and through the Lessor, will grant certain rights in favor of the Operator as more particularly set forth therein.

SECTION 8. Bonds. The Lessee shall issue the Bonds in accordance with the Indenture, and shall pay a portion of the proceeds of the Bonds to the Metropolitan Government, by and through the Lessor, as a one-time rent payment hereunder in accordance with Section 3 hereof.

SECTION 9. Mechanic’s Liens. Notice is hereby given that the Metropolitan Government, by and through the Lessor, shall not be liable for any labor or materials furnished or to be furnished to the Project Property upon credit, and that no mechanic’s or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of the the Metropolitan Government, by and through the Lessor, in and to the Project Property. No work, services, materials or labor provided to the Lessee by any third party in connection with this Master Lease shall be deemed to be for the benefit of Lessor. If any lien shall at any time be filed against the Project Property by reason of the Lessee’s failure to pay for any work, services, materials or labor provided to the Lessee by any third party, or alleged to have been so provided, the Lessee shall immediately cause the same to be discharged of record, except that if Lessee desires to contest any such lien, it may do so as long as any such contest is in good faith. In the event the Lessee fails to cause any such lien to be discharged of record within forty-five (45) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. In the event the Metropolitan Government, by and through the Lessor, shall discharge any lien on behalf of Lessee, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor’s actual, reasonable out-of-pocket costs and attorneys’ fees).

SECTION 10. Default. In the event either of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder, and such equitable remedies shall be the exclusive remedies hereunder.

SECTION 11. Termination. Upon expiration of the term of this Master Lease, Lessee and any lien holder holding an interest or lien against the Project Property shall be finally and permanently divested of any and all interest in the Project Property so that the Lessor shall hold the Project Property with only the same restrictions and conditions as existed prior to the execution of this Master Lease and any reasonable and customary covenants, conditions, restrictions, easements or other encumbrances deemed necessary or desirable by Lessee for improvements to the Project Property. Lessee shall quietly and peacefully surrender the Project Property to the Metropolitan Government, by and through the Lessor,, and the Metropolitan Government, by and through the Lessor, may without further notice re-enter the Project Property and possess and repossess itself thereof and may dispossess Lessee and remove Lessee and may have, hold and enjoy the Project Property and the right to receive all rental and other income of and from the same. Notwithstanding the foregoing, in no event may this Master Lease be terminated unless and until (i) the Bonds are no longer outstanding under the Indenture and (ii) the Master Sublease is concurrently terminated.

SECTION 12. Amendments. Subject to any limitations provided in the Indenture, the parties may modify, alter, amend or change any part of this Master Lease by executing a written amendment setting forth the changes made. Such amendment shall become effective after it has been approved in writing by Lessee and by the Metropolitan Government, by and through the Lessor.

SECTION 13. Net Master Lease. The parties agree that this Master Lease is a net Master Lease, with rent to be paid without adjustment or set-off, except as may be provided herein.

SECTION 14. Notice. All notices and demands required or desired to be given by either party to the other pursuant to this Master Lease shall be in writing and shall be delivered personally, sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses provided below:

If to Lessee:

Executive Director
The Sports Authority of the
Metropolitan Government of
Nashville and Davidson County
P.O. Box 196300
Nashville, TN 37219
Tel: (615)880-1021
Fax: (615)

With copy to:

Department of Law
Metropolitan Government of
Nashville and Davidson County
P.O. Box 196300
Nashville, TN 37219
Tel: (615) 862-6341
Fax: (615) 862-6352

If to Lessor:

Metropolitan Board of Fair Commissioners
Executive Director
P.O. Box 40208
Nashville, TN 37204
Tel: (615) 862-8980

With copy to:

The Metropolitan Government of
Nashville and Davidson County
Room 205, Metro Courthouse
Nashville, TN 37201
Tel: (615) 862-6770

Notices and demands shall be deemed given and served: (i) upon receipt or refusal, if delivered personally; (ii) one (1) business day after sending by facsimile (provided a hard copy is also promptly sent) or after deposit with an overnight courier service; or (iii) five (5) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

SECTION 15. Non-Discrimination. Lessee shall not discriminate on the basis of race, color, political, or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin, or sexual preference/orientation. Lessee shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

SECTION 16. Severability. The invalidity of any provision of this Master Lease shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Master Lease.

SECTION 17. Governing Law; Consent to Jurisdiction. This Master Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties hereby agree that any suit, action or proceeding may be instituted with respect to this Master Lease in any federal or state court in Davidson County, Tennessee. The parties hereby consent to *in personam* jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum, or the jurisdiction of such courts, or from the execution of judgments resulting therefrom.

SECTION 18. Exhibits. The Metropolitan Government, by and through the Lessor, and the Lessee hereby acknowledge and agree that all exhibits referenced in this Master Lease are attached hereto and incorporated herein by reference.

SECTION 19. Captions. The captions of this Master Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Master Lease.

SECTION 20. Entire Agreement. This Master Lease and the referenced Exhibits hereto, each of which is incorporated herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Master Lease. This Master Lease integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

SECTION 21. Authority to Contract. The signatures on this Master Lease herein warrant that Lessee and the Metropolitan Government, by and through the Lessor, have the requisite power and authority to enter into and enforce this Master Lease.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this Master Lease as of the date and year set forth above.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

By: _____
Metropolitan Mayor

ATTEST:

By: _____
Metropolitan Clerk

APPROVED AS TO THE AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

**THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Chair

ATTEST:

Secretary

Exhibit A

Legal Description and Map of Project Property

32266903.4

PROPERTY DESCRIPTION - SPEEDWAY LEASE TRACT

BEING A TRACT OF LAND LOCATED IN THE 17TH COUNCIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY CONVEYED TO METRO GOV'T M FAIR GROUNDS BY DEED OF RECORD IN DEED BOOK 410, PAGE 385, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY OF WEDGEWOOD AVENUE (PUBLIC RIGHT-OF-WAY WIDTH VARIES PER ORDINANCE NO. BL2021-964) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF BENTON AVENUE (70' PUBLIC RIGHT-OF-WAY PER ORDINANCE NO. BL2021-964); ON THE EAST AND SOUTH BY SAID METRO GOV'T M FAIR GROUNDS; ON THE WEST BY SAID METRO GOV'T M FAIR GROUNDS AND SPEEDWAY ALLEY (PUBLIC RIGHT-OF-WAY PER ORDINANCE NO. BL2021-964), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF WEDGEWOOD AVENUE AND THE EASTERLY RIGHT-OF-WAY OF BENTON AVENUE, SAID POINT BEING 40 FEET FROM THE CENTERLINE OF WEDGEWOOD AVENUE AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE SOUTHERLY RIGHT-OF-WAY OF WEDGEWOOD AVENUE, SOUTH 82 DEGREES 56 MINUTES 20 SECONDS EAST, 214.34 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY;

THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY, CROSSING SAID METRO GOV'T M FAIR GROUNDS PROPERTY THE FOLLOWING 18 CALLS (1 THROUGH 18):

1. SOUTH 71 DEGREES 48 MINUTES 17 SECONDS WEST, 122.22 FEET TO A POINT;
2. SOUTH 73 DEGREES 21 MINUTES 35 SECONDS WEST, 33.83 FEET TO A POINT;
3. SOUTH 61 DEGREES 23 MINUTES 19 SECONDS WEST, 61.50 FEET TO A POINT;
4. SOUTH 46 DEGREES 34 MINUTES 51 SECONDS WEST, 67.13 FEET TO A POINT;
5. SOUTH 35 DEGREES 52 MINUTES 27 SECONDS WEST, 179.60 FEET TO A POINT;
6. SOUTH 81 DEGREES 02 MINUTES 09 SECONDS EAST, 24.70 FEET TO A POINT;
7. SOUTH 09 DEGREES 14 MINUTES 45 SECONDS WEST, 673.45 FEET TO A POINT;
8. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 316.00 FEET, AN ARC LENGTH OF 343.38 FEET, A DELTA ANGLE OF 62 DEGREES 15 MINUTES 35 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 52 MINUTES 08 SECONDS EAST, 326.73 FEET TO A POINT;
9. SOUTH 42 DEGREES 56 MINUTES 44 SECONDS WEST, 16.54 FEET TO A POINT;
10. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 429.00 FEET, AN ARC LENGTH OF 77.17 FEET, A DELTA ANGLE OF 10 DEGREES 18 MINUTES 23 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 59 MINUTES 29 SECONDS EAST, 77.07 FEET TO A POINT;
11. WITH A COMPOUND CURVE, HAVING A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 238.43 FEET, A DELTA ANGLE OF 47 DEGREES 06 MINUTES 24 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST, 231.77 FEET TO A POINT;
12. SOUTH 31 DEGREES 46 MINUTES 03 SECONDS EAST, 29.17 FEET TO A POINT;
13. SOUTH 57 DEGREES 38 MINUTES 43 SECONDS WEST, 223.61 FEET TO A POINT;
14. SOUTH 77 DEGREES 11 MINUTES 58 SECONDS WEST, 142.89 FEET TO A POINT;
15. NORTH 25 DEGREES 01 MINUTES 59 SECONDS WEST, 83.35 FEET TO A POINT;
16. NORTH 32 DEGREES 46 MINUTES 51 SECONDS WEST, 79.92 FEET TO A POINT;

17. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 506.00 FEET, AN ARC LENGTH OF 340.91 FEET, A DELTA ANGLE OF 38 DEGREES 36 MINUTES 07 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 29 MINUTES 47 SECONDS WEST, 334.50 FEET TO A POINT;
18. NORTH 15 DEGREES 45 MINUTES 55 SECONDS WEST, 172.05 FEET TO A POINT AT THE SOUTHEAST CORNER OF SPEEDWAY ALLEY;

THENCE, WITH THE EASTERLY RIGHT-OF-WAY OF SAID ALLEY THE FOLLOWING FIVE CALLS (1 THROUGH 5):

1. NORTH 15 DEGREES 45 MINUTES 55 SECONDS WEST, 35.59 FEET TO A POINT;
2. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 143.50 FEET, AN ARC LENGTH OF 62.59 FEET, A DELTA ANGLE OF 24 DEGREES 59 MINUTES 32 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 16 MINUTES 09 SECONDS WEST, 62.10 FEET TO A POINT;
3. NORTH 09 DEGREES 13 MINUTES 36 SECONDS EAST, 280.27 FEET TO A POINT;
4. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 49.50 FEET, AN ARC LENGTH OF 25.88 FEET, A DELTA ANGLE OF 29 DEGREES 57 MINUTES 19 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 45 MINUTES 03 SECONDS WEST, 25.59 FEET TO A POINT;
5. NORTH 20 DEGREES 43 MINUTES 43 SECONDS WEST, 86.83 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF BENTON AVENUE;

THENCE, WITH SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING TWO CALLS (1 AND 2):

1. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 667.00 FEET, AN ARC LENGTH OF 561.15 FEET, A DELTA ANGLE OF 48 DEGREES 12 MINUTES 11 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 12 MINUTES 43 SECONDS EAST, 544.75 FEET TO A POINT;
2. NORTH 58 DEGREES 43 MINUTES 34 SECONDS EAST, 44.60 FEET TO THE **POINT OF BEGINNING**, CONTAINING 271,836 SQUARE FEET, OR 6.24 ACRES MORE OR LESS.

THE ABOVE COURSES AND DISTANCES WERE DERIVED FROM METRO ORDINANCES AND FILES PROVIDED TO THIS SURVEYOR BY THE CLIENT.

