

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE
SECURITIES ACT OF 1933

SPEEDWAY MOTORSPORTS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

51-0363307

(IRS Employer
Identification No.)

**5555 Concord Parkway South
Concord, North Carolina**

(Address of Principal Executive Offices)

28027

(Zip Code)

**Speedway Motorsports, Inc.
2013 Stock Incentive Plan**
(Full Title of the Plan)

**O. Bruton Smith
Chairman and Chief Executive Officer
Speedway Motorsports, Inc.
5555 Concord Parkway South
Concord, North Carolina 28027**
(Name and Address of Agent for Service)

(704) 455-3239

(Telephone Number, Including Area Code, of Agent for Service)

Copies to:

**R. Douglas Harmon
Parker Poe Adams & Bernstein LLP
Three Wells Fargo Center
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202
Telephone: (704) 372-9000**

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Securities to Be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share ⁽²⁾	Proposed Maximum Aggregate Offering Price ⁽²⁾	Amount of Registration Fee
Common Stock, par value \$0.01 per share (“Common Stock”)	3,500,000 shares	\$18.58	\$65,030,000.00	\$8,871.00

(1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of Common Stock that may become issuable under the above-named plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Common Stock.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) promulgated under the Securities Act on the basis of \$18.58 per share, the average of the high and low prices of the Common Stock on August 2, 2013, as reported on the New York Stock Exchange.

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PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the “*Note*” to Part I of Form S-8.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the “Commission”) are incorporated by reference herein:

- Our Annual Report on Form 10-K for the year ended December 31, 2012;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013;
- Our Quarterly Report on Form 10-Q for the quarter ended June 30, 2013;
- Our Current Reports on Form 8-K filed on January 9, 2013, January 17, 2013, February 7, 2013, March 8, 2013 , April 17, 2013 (two reports) and June 4, 2013; and
- The description of our Common Stock, which is contained in our registration statement on Form 8-A, filed with the Commission on January 6, 1995, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

Additionally, all documents subsequently filed with the Commission by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment that indicates that all securities offered hereunder have been sold or that deregisters all securities remaining unsold, shall be deemed to be incorporated by reference herein and be a part hereof from the date of the filing of such documents.

Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Any documents or information “furnished” and not “filed” in accordance with the Commission rules shall not be deemed to be incorporated by reference herein.

Item 6. Indemnification of Directors and Officers.

The Registrant’s Bylaws, as amended, effectively provide that the Registrant will, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time (“Section 145”), indemnify all persons currently serving or who previously served as a director or officer of the Registrant, or currently serving or who previously served at the request of the Registrant as a director, officer, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. In addition, the Registrant’s Certificate of Incorporation, as amended, eliminates personal liability of its directors to the fullest extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware, as amended from time to time (“Section 102(b)(7)”).

Section 145 permits a corporation to indemnify current and former directors and officers against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by a third party if such directors or officers acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. In a derivative action, indemnification may be made only for expenses (including attorneys' fees) actually and reasonably incurred by directors and officers in connection with the defense or settlement of an action or suit and only with respect to a matter as to which they have acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the corporation, except that no indemnification will be made if such person has been adjudged liable to the corporation, unless and only to the extent that the court in which the action or suit was brought determines upon application that the defendant officers or directors are fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Section 102(b)(7) provides that a corporation may eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision will not eliminate or limit the liability of a director (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (3) for willful or negligent conduct in paying dividends or repurchasing or redeeming stock out of other than lawfully available funds, or (4) for any transaction from which the director derived an improper personal benefit. No such provision will eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective.

The Registrant maintains insurance against liabilities under the Securities Act for the benefit of its officers and directors.

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-1 filed December 22, 1994 (File No. 33-87740) (the "Form S-1"))
4.2	Bylaws of the Company (incorporated by reference to Exhibit 3.2 to the Form S-1)
4.3	Amendment to Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.3 to Amendment No. 1 to the Company's Registration Statement on Form S-3 filed November 13, 1996 (File No. 333-13431))
4.4	Amendment to Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.4 to the Company's Registration Statement on Form S-4 filed September 8, 1997 (File No. 333-35091))
4.5	Amendment No. 1 to Bylaws of the Company (incorporated by reference to Exhibit 3.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007)
4.6	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Form S-1)
5.1	Opinion of Parker Poe Adams & Bernstein LLP regarding the legality of securities registered
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Parker Poe Adams & Bernstein LLP (included in Exhibit 5.1 to this Registration Statement)
24.1	Power of Attorney (included in the signature page to this Registration Statement)

- 99.1 Speedway Motorsports, Inc. 2013 Stock Incentive Plan (incorporated by reference to Appendix A to the Definitive Proxy Statement on Schedule 14A filed on March 22, 2013)
- 99.2 Form of Restricted Stock Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.3 Form of Performance-Based Restricted Stock Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.4 Form of Restricted Stock Unit Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.5 Form of Performance-Based Restricted Stock Unit Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.6 Form of Stock Appreciation Rights Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.7 Form of Incentive Stock Option Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan
- 99.8 Form of Nonstatutory Stock Option Agreement pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan

Item 9. Undertakings.

- (a) The undersigned Registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on August 5, 2013.

SPEEDWAY MOTORSPORTS, INC. (Registrant)

By: /s/ William R. Brooks
William R. Brooks
Vice Chairman, Chief Financial Officer and
Treasurer

POWER OF ATTORNEY AND SIGNATURES

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Messrs. O. Bruton Smith, William R. Brooks and J. Cary Tharrington IV his true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, from such person and in each person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Dates</u>
<u>/s/ O. Bruton Smith</u> O. Bruton Smith	Chairman, Chief Executive Officer (principal executive officer) and Director	August 5, 2013
<u>/s/ William R. Brooks</u> William R. Brooks	Vice Chairman, Chief Financial Officer and Treasurer (principal financial officer and accounting officer) and Director	August 5, 2013
<u>/s/ Marcus G. Smith</u> Marcus G. Smith	Chief Operating Officer, President and Director	August 5, 2013
<u>/s/ Mark M. Gambill</u> Mark M. Gambill	Director	August 5, 2013
<u>/s/ James P. Holden</u> James P. Holden	Director	August 5, 2013
<u>/s/ Robert L. Rewey</u> Robert L. Rewey	Director	August 5, 2013
<u>/s/ Tom E. Smith</u> Tom E. Smith	Director	August 5, 2013

[Letterhead of Parker Poe Adams & Bernstein LLP]

August 5, 2013

Speedway Motorsports, Inc.
5555 Concord Parkway South
Charlotte, North Carolina 28027

Re: Registration Statement on Form S-8 Relating to 3,500,000 Shares of Common Stock Reserved for Issuance under the Speedway Motorsports, Inc. 2013 Stock Incentive Plan

Gentlemen:

We are acting as counsel to Speedway Motorsports, Inc., a Delaware corporation (the “*Company*”), in connection with the preparation, execution, filing and processing with the Securities and Exchange Commission (the “*Commission*”), pursuant to the Securities Act of 1933, as amended (the “*Act*”), of a Registration Statement on Form S-8 (the “*Registration Statement*”) relating to the issuance by the Company of 3,500,000 shares (the “*Shares*”) of common stock, par value \$0.01 per share (the “*Common Stock*”), pursuant to the Speedway Motorsports, Inc. 2013 Stock Incentive Plan (the “*Plan*”).

In rendering the opinions set forth herein, we have reviewed:

- (1) the Registration Statement;
- (2) the Plan;
- (3) the Articles of Incorporation of the Company, as amended to date;
- (4) the Bylaws of the Company, as amended to date;
- (5) the Certificate of Existence of the Company, dated as of August 5, 2013;
- (6) the minutes of the February 13, 2013 and July 17, 2013 meetings of the Board of Directors;
- (7) the minutes of the April 16, 2013 annual meeting of the Company’s stockholders; and
- (8) the Company’s form of Common Stock certificate.

We have also reviewed such other documents and considered such matters of law and fact as we, in our professional judgment, have deemed appropriate to render the opinions contained herein. With respect to certain facts, we have considered it appropriate to rely upon certificates or other comparable documents of public officials and officers or other appropriate representatives of the Company without investigation or analysis of any underlying data contained therein.

Based upon and subject to the foregoing and the further assumptions, limitations and qualifications hereinafter expressed, it is our opinion that (1) the Shares are duly authorized and (2) subject to the Registration Statement becoming effective under the Securities Act, compliance with any applicable Blue Sky laws and the issuance of the Shares in accordance with the Plan, the Shares, when issued, will be validly issued, fully paid and non-assessable.

The opinions set forth herein are limited to matters governed by the laws of the State of North Carolina and the Delaware General Corporation Law, and no opinion is expressed herein as to the laws of any other jurisdiction. Without limiting the generality of the foregoing, we express no opinion with respect to state securities or "Blue Sky" laws. In addition, we express no opinion concerning any other laws, except those laws that a lawyer in North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the Company, the issuance of Common Stock under the Plan or both.

Our opinions expressed herein are as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect our opinions expressed herein.

We understand that we may be referred to as counsel who has passed upon the legality of the Shares on behalf of the Company in the Registration Statement, and we hereby consent to such use of our name in the Registration Statement and to the use of this opinion for filing with the Registration Statement as Exhibit 5.1 thereto. The filing of this consent shall not be deemed an admission that we are an expert within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Parker Poe Adams & Bernstein LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 8, 2013 relating to the financial statements, financial statement schedules, and the effectiveness of internal control over financial reporting, which appears in Speedway Motorsports, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2012.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Charlotte, North Carolina
August 5, 2013

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the “Company”), and < **Name**> (the “Recipient”).

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan (the “Plan”), pursuant to which the Company may, from time to time, make grants of restricted shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient’s service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient restricted shares of the Company’s Common Stock pursuant to the terms and conditions of the Plan and this Restricted Stock Agreement;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Grant of Restricted Stock** . In consideration for the Recipient’s service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Agreement and the Plan, the Company hereby grants to the Recipient _____ (____) restricted shares of Common Stock (the “Restricted Stock”).

2. **Vesting** . The Restricted Stock shall vest < *insert vesting schedule* > . Vesting on any such date is subject to the Recipient’s continued service with the Company or its Subsidiaries through such date and subject to the other terms of this Restricted Stock Agreement. The Restricted Stock also shall become fully vested as provided under the Plan in connection with a “Change in Control”.

The shares of Restricted Stock also are subject to forfeiture and restrictions on transferability as set forth in the Plan or elsewhere in this Restricted Stock Agreement.

3. **Termination of Service** . If the Recipient incurs a Termination of Service, all shares of Restricted Stock not vested at the time of such termination shall be immediately and automatically forfeited by the Recipient.

4. **Restrictions on Transferability** . The Recipient may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock in any manner to the extent it remains unvested. No assignment, pledge or transfer of the Restricted Stock, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock, the Restricted Stock shall be forfeited.

5. **Company Policies** . The Restricted Stock is subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recouplements adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

6. **Forfeiture Procedures** . In the event of any forfeiture of the Restricted Stock, such forfeiture shall be automatic and without further act or deed by the Recipient. Notwithstanding the foregoing, if requested by the Company (or its agent), the Recipient shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

7. **Tax Matters** . The Recipient shall pay or make provision for payment to the Company or its Subsidiary, as applicable, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock (including the payment of any dividends). If other satisfactory arrangements have not been made by the Recipient and unless otherwise provided by the Committee, the Recipient may elect to have the Company retain from any Common Stock otherwise deliverable to the Recipient upon vesting of the Restricted Stock such number of shares with a fair market value equal to the statutory minimum required withholding amount. The determination of the withholding amounts due in such event shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. The Company shall not be required to deliver (or release the restrictions on transfer of) such shares of Common Stock unless the Recipient has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT THE RECIPIENT IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH THE RECIPIENT'S OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK, INCLUDING THE DECISION TO MAKE AND TIMELY FILE, AND THE CONSEQUENCES OF, ANY ELECTION UNDER SECTION 83(B) OF THE INTERNAL REVENUE CODE. THE RECIPIENT ALSO SHALL TIMELY DELIVER A COPY OF ANY SUCH SECTION 83(b) FILING TO THE COMPANY.

8. **Rights as Stockholder** . Notwithstanding the foregoing vesting and transfer restrictions that apply to the Restricted Stock, but subject to the terms of this Restricted Stock Agreement and the Plan, the Recipient generally shall otherwise have the beneficial ownership of the Restricted Stock and shall be entitled to exercise the rights and privileges of a stockholder with respect to the Restricted Stock, including the right to vote such shares and the right to receive dividends (if any) paid with respect to such shares; provided, however, that (a) any dividend payments will be made no later than the end of the calendar year in which the dividends are paid to stockholders of the Common Stock or, if later, the fifteenth day of the third month following the date the dividends are paid to stockholders of the Common Stock; and (b) with respect to any shares of Common Stock that arise from any dividends with respect to the Restricted Stock or from adjustments under Section 10, the Recipient shall have the same rights and privileges, and shall be subject to the same restrictions, that apply to the Restricted Stock under this Restricted Stock Agreement and the Plan .

9. **Book-Entry Form** . The shares of Restricted Stock generally shall be evidenced in book-entry or similar form and maintained by or on behalf of the Company in such form. In such case, no stock certificates shall be issued and the applicable restrictions will be noted in the records of the Company and its transfer agent. Notwithstanding the foregoing, in the discretion of the Company, a certificate or certificates representing the Restricted Stock may be registered in the name of the Recipient and held in escrow or other custody by or on behalf of the Company. In either case, each certificate or book-entry record may bear such legends as the Company deems appropriate to reflect the applicable terms and conditions upon the Restricted Stock.

10. **Adjustments** . In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the Restricted Stock by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

11. **Securities Laws** . Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient pursuant to this Restricted Stock Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Restricted Stock Agreement. The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

12. **Personal Data** . The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Restricted Stock. By accepting the Restricted Stock, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock and the Recipient's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

13. **Resolution of Disputes; Interpretation** . Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Restricted Stock Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Miscellaneous** .

(a) **Binding on Successors and Representatives** . Subject to the transfer restrictions applicable to the Recipient hereunder and other conditions hereof, this Restricted Stock Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Agreement.

(b) **No Employment Rights** . Nothing contained in this Restricted Stock Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) **Entire Agreement** . This Restricted Stock Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) **Amendment** . Except as otherwise provided below or in the Plan, neither this Restricted Stock Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto. The Company or the Committee may, without obtaining the Recipient's written consent, amend this Restricted Stock Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Agreement from being subject to Section 409A of the Code.

(e) Construction and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Agreement shall have the meanings given to them in the Plan.

(f) Notices. All notices, requests and amendments under this Restricted Stock Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(A) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(B) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Restricted Stock Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock and participation in the Plan (including, without limitation, this Restricted Stock Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Restricted Stock Agreement and the Plan.

(i) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: <NAME>

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT**

This Performance-Based Restricted Stock Agreement (the “Restricted Stock Agreement”) is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the “Company”), and <**Name**> (the “Recipient”).

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan (the “Plan”), pursuant to which the Company may, from time to time, make grants of restricted shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient’s service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient restricted shares of the Company’s Common Stock pursuant to the terms and conditions of the Plan and this Restricted Stock Agreement;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. ***Grant of Restricted Stock*** . In consideration for the Recipient’s service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Agreement and the Plan, the Company hereby grants to the Recipient _____ (____) restricted shares of Common Stock (the “Target Grant”). As used in this Restricted Stock Agreement, the term “Restricted Stock” shall mean the Target Grant or the Target Grant as adjusted pursuant to Section 2 below, as applicable at the given time.

2. ***Vesting and Performance Conditions*** . The Restricted Stock shall remain subject to forfeiture and the restrictions on transferability provided under the Plan until the expiration of the following periods: <*insert vesting schedule*> . Vesting on any such date is subject to the Recipient’s continued service with the Company or its Subsidiaries through such date and subject to the other terms of this Restricted Stock Agreement. The Restricted Stock also shall become fully vested as provided under the Plan in connection with a “Change in Control.” Notwithstanding the foregoing, the shares of Restricted Stock also are subject to forfeiture based upon the performance-based criteria set forth below, and may also be further subject to forfeiture or restrictions on transferability as set forth in the Plan or elsewhere in this Restricted Stock Agreement.

The Target Grant of Restricted Stock also shall be subject to forfeiture based on <*insert performance-based criteria*> .

3. **Termination of Service** . If the Recipient incurs a Termination of Service, all shares of Restricted Stock not vested at the time of such termination shall be immediately and automatically forfeited by the Recipient.

4. **Restrictions on Transferability** . The Recipient may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock in any manner to the extent it remains unvested. No assignment, pledge or transfer of the Restricted Stock, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock, the Restricted Stock shall be forfeited.

5. **Company Policies** . The Restricted Stock is subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupsments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

6. **Forfeiture Procedures** . In the event of any forfeiture of the Restricted Stock, such forfeiture shall be automatic and without further act or deed by the Recipient. Notwithstanding the foregoing, if requested by the Company (or its agent), the Recipient shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

7. **Tax Matters** . The Recipient shall pay or make provision for payment to the Company or its Subsidiary, as applicable, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock (including the payment of any dividends). If other satisfactory arrangements have not been made by the Recipient and unless otherwise provided by the Committee, the Recipient may elect to have the Company retain from any Common Stock otherwise deliverable to the Recipient upon vesting of the Restricted Stock such number of shares with a fair market value equal to the statutory minimum required withholding amount. The determination of the withholding amounts due in such event shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. The Company shall not be required to deliver (or release the restrictions on transfer of) such shares of Common Stock unless the Recipient has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT THE RECIPIENT IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH THE RECIPIENT'S OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK, INCLUDING THE DECISION TO MAKE AND TIMELY FILE, AND THE CONSEQUENCES OF, ANY ELECTION UNDER SECTION 83(B) OF THE INTERNAL REVENUE CODE. THE RECIPIENT ALSO SHALL TIMELY DELIVER A COPY OF ANY SUCH SECTION 83(b) FILING TO THE COMPANY.

8. ***Rights as Stockholder*** . Notwithstanding the foregoing vesting and transfer restrictions that apply to the Restricted Stock, but subject to the terms of this Restricted Stock Agreement and the Plan, the Recipient generally shall otherwise have the beneficial ownership of the Restricted Stock and shall be entitled to exercise the rights and privileges of a stockholder with respect to the Restricted Stock, including the right to vote such shares and the right to receive dividends (if any) paid with respect to such shares; provided, however, that (a) any dividend payments will be made no later than the end of the calendar year in which the dividends are paid to stockholders of the Common Stock or, if later, the fifteenth day of the third month following the date the dividends are paid to stockholders of the Common Stock; and (b) with respect to any shares of Common Stock that arise from any dividends with respect to the Restricted Stock or from adjustments under Section 10, the Recipient shall have the same rights and privileges, and shall be subject to the same restrictions, that apply to the Restricted Stock under this Restricted Stock Agreement and the Plan .

9. ***Book-Entry Form*** . The shares of Restricted Stock generally shall be evidenced in book-entry or similar form and maintained by or on behalf of the Company in such form. In such case, no stock certificates shall be issued and the applicable restrictions will be noted in the records of the Company and its transfer agent. Notwithstanding the foregoing, in the discretion of the Company, a certificate or certificates representing the Restricted Stock may be registered in the name of the Recipient and held in escrow or other custody by or on behalf of the Company. In either case, each certificate or book-entry record may bear such legends as the Company deems appropriate to reflect the applicable terms and conditions upon the Restricted Stock.

10. ***Adjustments*** . In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the Restricted Stock by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

11. ***Securities Laws*** . Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient pursuant to this Restricted Stock Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Restricted Stock Agreement. The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

12. **Personal Data** . The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Restricted Stock. By accepting the Restricted Stock, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock and the Recipient's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

13. **Resolution of Disputes; Interpretation** . Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Restricted Stock Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Miscellaneous** .

(a) **Binding on Successors and Representatives** . Subject to the transfer restrictions applicable to the Recipient hereunder and other conditions hereof, this Restricted Stock Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Agreement.

(b) **No Employment Rights** . Nothing contained in this Restricted Stock Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) **Entire Agreement** . This Restricted Stock Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided below or in the Plan, neither this Restricted Stock Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto. The Company or the Committee may, without obtaining the Recipient's written consent, amend this Restricted Stock Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Agreement from being subject to Section 409A of the Code.

(e) Construction and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Agreement shall have the meanings given to them in the Plan.

(f) Notices. All notices, requests and amendments under this Restricted Stock Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(A) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(B) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Restricted Stock Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock and participation in the Plan (including, without limitation, this Restricted Stock Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Restricted Stock Agreement and the Plan.

(i) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: <NAME>

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the “Company”), and <**Name**> (the “Recipient”).

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan (the “Plan”), pursuant to which the Company may, from time to time, make grants of restricted stock units to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient’s service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient a certain number of restricted stock units representing the contingent right to receive [a certain number of shares] [the value of a certain number of shares] of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), pursuant to the terms and conditions of the Plan and this Restricted Stock Unit Agreement;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Grant of Restricted Stock Units** . In consideration for the Recipient’s service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Unit Agreement and the Plan, the Company hereby grants to the Recipient _____ (____) restricted stock units (the “Restricted Stock Units”).

2. **Vesting** . The Restricted Stock Units shall vest <*insert vesting schedule*> . Vesting on any such date is subject to the Recipient’s continued service with the Company or its Subsidiaries through such date and subject to the other terms of this Restricted Stock Unit Agreement. The Restricted Stock Units also shall become fully vested as provided under the Plan in connection with a “Change in Control” [*Include if applicable* : ; provided, however, in the event this Restricted Stock Unit Agreement provides for a deferral of compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), only if the Change in Control also constitutes a “change in control event” within the meaning of Treasury Regulations under Section 409A of the Code].

3. **Termination of Service** . If the Recipient incurs a Termination of Service, all Restricted Stock Units not vested at the time of such termination shall be immediately and automatically forfeited by the Recipient.

4. **Settlement of Restricted Stock Units** . Upon meeting the conditions in Section 2 (and subject to Section 3) above, the number of Restricted Stock Units that have become so vested shall be settled [in a single payment in the form of an equivalent number of shares of Common Stock] [in a cash payment equal to the Fair Market Value of the shares of Common Stock with respect to which the Restricted Stock Units were granted] within 30 days after the date of such vesting event [*Include if applicable* : provided, however, in the event this Restricted Stock Unit Agreement provides for a deferral of compensation under Section 409A of the Code, and settlement of the Restricted Stock Units is triggered by the Recipient’s separation from service (within the meaning of Section 409A of the Code), payment shall not be made until the expiration of six full calendar months following such separation from service unless earlier payment would comply with Section 409A of the Code]. [*Include any different or additional terms* .]

5. **Dividend Equivalents** . [*If applicable, describe the form, time of payment and other terms of dividend equivalents to be received if the Board of Directors declares a cash dividend with respect to the Common Stock, as specified by the Compensation Committee in accordance with the Plan .*]

6. **Restrictions on Transferability** . The Recipient may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock Units in any manner. No assignment, pledge or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock Units, the Restricted Stock Units shall be forfeited.

7. **Company Policies** . The Restricted Stock Units are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock Units, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Forfeiture Procedures** . In the event of any forfeiture of the Restricted Stock Units, such forfeiture shall be automatic and without further act or deed by the Recipient. Notwithstanding the foregoing, if requested by the Company (or its agent), the Recipient shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

9. **Tax Matters (Withholding)** . The Recipient shall pay or make provision for payment to the Company or its Subsidiary, as applicable, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock Units (including, without limitation, vesting events and the payment of dividend equivalents). If other satisfactory arrangements have not been made by the Recipient and unless otherwise provided by the Committee, the Recipient may elect to have the Company retain from any Common Stock otherwise deliverable to the Recipient upon vesting of the Restricted Stock Units such number of shares with a fair market value equal to the statutory minimum required withholding amount. The determination of the withholding amounts due in such event shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. The Company shall not be required to deliver any shares of Common Stock unless the Recipient has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT THE RECIPIENT IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH THE RECIPIENT'S OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK UNITS.

10. ***No Rights as Stockholder Prior to Settlement*** . The Recipient shall have no rights as a stockholder of the Company with respect to any shares of Common Stock represented by the Restricted Stock Units until the Recipient shall have become the holder of record of such Common Stock. Except as otherwise provided in this Restricted Stock Unit Agreement, no adjustments shall be made for distributions (whether in cash, units, securities or other property) by the Company or other rights for which the record date is prior to the date that the Recipient shall have become the holder of record of such shares of Common Stock.

11. ***Adjustments*** . In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the outstanding Restricted Stock Units by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock Units does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

12. ***Nature of Arrangement*** . The Recipient's rights under this Restricted Stock Unit Agreement shall be only contractual in nature unsecured by any assets of the Company or any Subsidiary. The Company shall not be required to segregate any specific funds, assets or other property with respect to the Restricted Stock Units. To the extent that this Restricted Stock Unit Agreement provides for a deferral of compensation within the meaning of Section 409A of the Code, this Restricted Stock Unit Agreement is intended to comply with Section 409A of the Code and shall be interpreted consistent with such intent. Any right to receive installment payments hereunder shall be treated as a right to receive a series of separate payments in accordance with Section 409A of the Code. Notwithstanding the foregoing, the Company does not guarantee to the Recipient that this Restricted Stock Unit Agreement complies with or is exempt from Section 409A, and shall not indemnify or hold harmless the Recipient with respect to any tax consequences that arise from any failure to comply with or meet an exemption under Section 409A of the Code.

13. **Securities Laws** . Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient pursuant to this Restricted Stock Unit Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Unit Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to any Common Stock that may be issued pursuant to this Restricted Stock Unit Agreement. The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

14. **Personal Data** . The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock Units) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Restricted Stock Units. By accepting the Restricted Stock Units, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock Units and the Recipient’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

15. **Resolution of Disputes; Interpretation** . Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Unit Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Restricted Stock Unit Agreement shall be final, binding and conclusive on all parties affected thereby.

16. **Miscellaneous** .

(a) **Binding on Successors and Representatives** . Subject to the transfer restrictions applicable to the Recipient hereunder and other conditions hereof, this Restricted Stock Unit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient’s heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Unit Agreement.

(b) No Employment Rights. Nothing contained in this Restricted Stock Unit Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) Entire Agreement. This Restricted Stock Unit Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock Units and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Unit Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Unit Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided below or in the Plan, neither this Restricted Stock Unit Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto. Notwithstanding the foregoing, to the extent applicable, it is intended that this Restricted Stock Unit Agreement comply with the provisions of Section 409A of the Code. The Company or the Committee may, without obtaining the Recipient's written consent, amend this Restricted Stock Unit Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Unit Agreement from being subject to Section 409A of the Code.

(e) Construction and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Unit Agreement shall have the meanings given to them in the Plan.

(f) Notices. All notices, requests and amendments under this Restricted Stock Unit Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(A) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(B) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Restricted Stock Unit Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Unit Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock Units and participation in the Plan (including, without limitation, this Restricted Stock Unit Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Unit Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Restricted Stock Unit Agreement and the Plan.

(i) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Unit Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Unit Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: < NAME >

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT**

This Performance-Based Restricted Stock Unit Agreement (the “Restricted Stock Unit Agreement”) is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the “Company”), and < **Name**> (the “Recipient”).

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan (the “Plan”), pursuant to which the Company may, from time to time, make grants of restricted stock units to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient’s service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient a certain number of restricted stock units representing the contingent right to receive [a certain number of shares] [the value of a certain number of shares] of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), pursuant to the terms and conditions of the Plan and this Restricted Stock Unit Agreement;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Grant of Restricted Stock Units** . In consideration for the Recipient’s service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Unit Agreement and the Plan, the Company hereby grants to the Recipient _____ (____) restricted stock units (the “Target Grant”). As used in this Restricted Stock Unit Agreement, the term “Restricted Stock Units” shall mean the Target Grant or the Target Grant as adjusted pursuant to Section 2 below, as applicable at the given time.

2. **Vesting and Performance Conditions** . The Restricted Stock Units shall remain subject to forfeiture until the expiration of the following periods: < *insert vesting schedule* > . The Restricted Stock Units shall vest < *insert vesting schedule* > . Vesting on any such date is subject to the Recipient’s continued service with the Company or its Subsidiaries through such date and subject to the other terms of this Restricted Stock Unit Agreement. The Restricted Stock also shall become fully vested as provided under the Plan in connection with a “Change in Control” [*Include if applicable* : ; provided, however, in the event this Restricted Stock Unit Agreement provides for a deferral of compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), only if the Change in Control also constitutes a “change in control event” within the meaning of Treasury Regulations under Section 409A of the Code]. The Restricted Stock Units are also subject to forfeiture based upon the performance-based criteria set forth below, and may also be further subject to forfeiture as set forth in the Plan or elsewhere in this Restricted Stock Unit Agreement.

The Target Grant of Restricted Stock Units also shall be subject to forfeiture based on *<insert performance-based criteria>* .

3. **Termination of Service** . If the Recipient incurs a Termination of Service, all Restricted Stock Units not vested at the time of such termination shall be immediately and automatically forfeited by the Recipient.

4. **Settlement of Restricted Stock Units** . Upon meeting the conditions in Section 2 (and subject to Section 3) above, the number of Restricted Stock Units that have become so vested shall be settled [in a single payment in the form of an equivalent number of shares of Common Stock] [in a cash payment equal to the Fair Market Value of the shares of Common Stock with respect to which the Restricted Stock Units were granted] within 30 days after the date of such vesting event [*Include if applicable* : provided, however, in the event this Restricted Stock Unit Agreement provides for a deferral of compensation under Section 409A of the Code, and settlement of the Restricted Stock Units is triggered by the Recipient's separation from service (within the meaning of Section 409A of the Code), payment shall not be made until the expiration of six full calendar months following such separation from service unless earlier payment would comply with Section 409A of the Code]. [*Include any different or additional terms* .]

5. **Dividend Equivalents** . [*If applicable, describe the form, time of payment and other terms of dividend equivalents to be received if the Board of Directors declares a cash dividend with respect to the Common Stock, as specified by the Compensation Committee in accordance with the Plan* .]

6. **Restrictions on Transferability** . The Recipient may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock Units in any manner. No assignment, pledge or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock Units, the Restricted Stock Units shall be forfeited.

7. **Company Policies** . The Restricted Stock Units are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock Units, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Forfeiture Procedures** . In the event of any forfeiture of the Restricted Stock Units, such forfeiture shall be automatic and without further act or deed by the Recipient. Notwithstanding the foregoing, if requested by the Company (or its agent), the Recipient shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

9. **Tax Matters (Withholding)** . The Recipient shall pay or make provision for payment to the Company or its Subsidiary, as applicable, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock Units (including, without limitation, vesting events and the payment of dividend equivalents). If other satisfactory arrangements have not been made by the Recipient and unless otherwise provided by the Committee, the Recipient may elect to have the Company retain from any Common Stock otherwise deliverable to the Recipient upon vesting of the Restricted Stock Units such number of shares with a fair market value equal to the statutory minimum required withholding amount. The determination of the withholding amounts due in such event shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. The Company shall not be required to deliver any shares of Common Stock unless the Recipient has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT THE RECIPIENT IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH THE RECIPIENT'S OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK UNITS.

10. ***No Rights as Stockholder Prior to Settlement*** . The Recipient shall have no rights as a stockholder of the Company with respect to any shares of Common Stock represented by the Restricted Stock Units until the Recipient shall have become the holder of record of such Common Stock. Except as otherwise provided in this Restricted Stock Unit Agreement, no adjustments shall be made for distributions (whether in cash, units, securities or other property) by the Company or other rights for which the record date is prior to the date that the Recipient shall have become the holder of record of such shares of Common Stock.

11. ***Adjustments*** . In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the outstanding Restricted Stock Units by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock Units does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

12. ***Nature of Arrangement*** . The Recipient's rights under this Restricted Stock Unit Agreement shall be only contractual in nature unsecured by any assets of the Company or any Subsidiary. The Company shall not be required to segregate any specific funds, assets or other property with respect to the Restricted Stock Units. To the extent that this Restricted Stock Unit Agreement provides for a deferral of compensation within the meaning of Section 409A of the Code, this Restricted Stock Unit Agreement is intended to comply with Section 409A of the Code and shall be interpreted consistent with such intent. Any right to receive installment payments hereunder shall be treated as a right to receive a series of separate payments in accordance with Section 409A of the Code. Notwithstanding the foregoing, the Company does not guarantee to the Recipient that this Restricted Stock Unit Agreement complies with or is exempt from Section 409A, and shall not indemnify or hold harmless the Recipient with respect to any tax consequences that arise from any failure to comply with or meet an exemption under Section 409A of the Code.

13. **Securities Laws** . Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient pursuant to this Restricted Stock Unit Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Unit Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to any Common Stock that may be issued pursuant to this Restricted Stock Unit Agreement. The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

14. **Personal Data** . The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock Units) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Restricted Stock Units. By accepting the Restricted Stock Units, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock Units and the Recipient’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

15. **Resolution of Disputes; Interpretation** . Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Unit Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Restricted Stock Unit Agreement shall be final, binding and conclusive on all parties affected thereby.

16. *Miscellaneous* .

(a) Binding on Successors and Representatives . Subject to the transfer restrictions applicable to the Recipient hereunder and other conditions hereof, this Restricted Stock Unit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Unit Agreement.

(b) No Employment Rights . Nothing contained in this Restricted Stock Unit Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) Entire Agreement . This Restricted Stock Unit Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock Units and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Unit Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Unit Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment . Except as otherwise provided below or in the Plan, neither this Restricted Stock Unit Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto. Notwithstanding the foregoing, to the extent applicable, it is intended that this Restricted Stock Unit Agreement comply with the provisions of Section 409A of the Code. The Company or the Committee may, without obtaining the Recipient's written consent, amend this Restricted Stock Unit Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Unit Agreement from being subject to Section 409A of the Code.

(e) Construction and Definitions . Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Unit Agreement shall have the meanings given to them in the Plan.

(f) Notices . All notices, requests and amendments under this Restricted Stock Unit Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(A) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(B) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Restricted Stock Unit Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Unit Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock Units and participation in the Plan (including, without limitation, this Restricted Stock Unit Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Unit Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Restricted Stock Unit Agreement and the Plan.

(i) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Unit Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Unit Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: < NAME >

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****STOCK APPRECIATION RIGHTS AGREEMENT**

This Stock Appreciation Rights Agreement is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the "Company"), and <**Name**> (the "Recipient").

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock appreciation rights to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient's service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient stock appreciation rights pursuant to the terms and conditions of this Stock Appreciation Rights Agreement (the "SAR Agreement") and the Plan;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Definitions** . For purposes of this SAR Agreement, the terms listed below have the meanings indicated. Capitalized terms not otherwise defined in this SAR Agreement have the meanings indicated in the Plan.

(a) "Cause" means (i) the commission of a crime or other act or practice by the Recipient that involves dishonesty or moral turpitude and either has an adverse impact on the Company or any Subsidiary (or the reputation thereof) or is intended to result in the personal enrichment of the Recipient at the expense of the Company or any Subsidiary (whether or not resulting in criminal prosecution or conviction); (ii) the Recipient's gross negligence or willful misconduct in respect of his or her service for the Company or a Subsidiary; or (iii) the continuous and willful failure of the Recipient to follow the reasonable directives of the Recipient's superiors or the Company's Board of Directors. Notwithstanding the foregoing, if the Recipient has entered into an employment agreement that is binding as of the date of the Recipient's Termination of Service and includes a definition of "Cause," then the definition of "Cause" in such agreement supplements the foregoing definition of "Cause" and shall also apply to the Recipient. In addition, if the Recipient's service terminates and it is determined that the Recipient could have been terminated for Cause, such Recipient's service shall be deemed to have been terminated for Cause.

(b) "Committee" means the Compensation Committee of the Company's Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" refers to the Company's Board of Directors.

- (c) “*Common Stock*” means the Common Stock, par value \$.01 per share, of the Company.
- (d) “*Disability*” means the permanent and total disability of the Recipient, determined in accordance with the Plan.
- (e) “*Initial Value*” means the initial value assigned to each SAR as set forth in Section 2 of the SAR Agreement.

(f) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Recipient either (i) by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors’ committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary or by the Company’s Board of Directors, for any reason other than for Cause.

(g) “*SAR*” means a stock appreciation right granted to the Recipient pursuant to this SAR Agreement.

(h) “*SAR Agreement*” means this Stock Appreciation Rights Agreement between the Company and the Recipient.

(i) “*SAR Period*” means the period beginning on the date of this SAR Agreement and ending at the close of business <insert number of years -- no more than ten years> years from the date of this SAR Agreement.

(j) “*Recipient*” means the person to whom the SAR is granted and, as applicable, the estate, personal representative, beneficiary or other person to whom the SAR may be transferred pursuant to this SAR Agreement by will or the laws of descent and distribution.

(k) “*Plan*” means the Speedway Motorsports, Inc. 2013 Stock Incentive Plan, as amended from time to time.

2. **Grant of SAR.** Subject to the terms and conditions set forth in this SAR Agreement and the Plan, the Company hereby grants to the Recipient stock appreciation rights with respect to an aggregate of _____ shares of Common Stock (the “SARs”). The Initial Value of each SAR is \$_____, which is no less than the aggregate Fair Market Value of a share of Common Stock on the date of grant of the SARs. Once vested, a SAR entitles the Recipient to receive from the Company upon exercise of the SAR an amount [payable in cash] [payable in shares of Common Stock] equal to the excess, if any, of the Fair Market Value of one share of Common Stock on the date of exercise over the Initial Value of the SAR [*include if applicable* : ; provided, that the amount payable upon exercise of the SAR shall not exceed \$_____]. The SARs shall terminate at the expiration of the SAR Period, unless the SARs terminate earlier pursuant to this SAR Agreement.

3. **Exercise of SARs.** Subject to termination of the SARs, the SARs may be exercised in accordance with the following:

(a) The SARs shall vest <insert vesting schedule> . Vesting on any such date is subject to the Recipient's continued service with the Company and its Subsidiaries through such date.

(b) The SARs will become fully vested and exercisable in connection with a "Change in Control" (as defined in the Plan).

(c) To the extent vested, the SARs generally will be exercisable until the expiration of the SAR Period or earlier termination of the SARs.

(d) The Recipient may exercise the SARs, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of SARs to be exercised and payment of, or provision for, all applicable withholding taxes (pursuant to Section 4 below).

(e) Upon the exercise of a vested SAR, the Recipient shall receive from the Company an amount [payable in cash] [payable in shares of Common Stock] equal to (i) the excess of the Fair Market Value on the date of exercise of one share of Common Stock, over (ii) the Initial Value of the SAR on the date of grant as set forth above [include if applicable : ; provided, that the amount payable upon exercise of the SAR shall not exceed \$_____]. [In the event the amount payable as a result of the exercise of a SAR is settled in shares of Common Stock and a fractional share of Common Stock would be deliverable upon the exercise of the SAR, a cash payment shall be made in lieu of such fractional share of Common Stock.]

(f) The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

4. **Payment of Withholding Taxes.** Upon the Recipient's exercise of any SAR, the Recipient shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. If the amount requested is not paid, the Company may refuse to settle the SAR. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE SARs AND THEIR EXERCISE.

5. **Termination of Service.** If the Recipient incurs a Termination of Service prior to the expiration of the SAR Period, the SARs shall immediately terminate except as provided below:

(a) **Involuntary Termination Without Cause.** If the Recipient incurs an Involuntary Termination Without Cause, he or she may exercise the SARs, to the extent vested, for up to three months following the termination, but in no event after the expiration of the SAR Period.

(b) **Disability.** If the Recipient incurs a Termination of Service as a result of Disability, he or she may exercise the SARs, to the extent vested, for up to twelve months following the termination, but in no event after the expiration of the SAR Period.

(c) **Death.** If the Recipient incurs a Termination of Service due to his or her death, or the Recipient dies during an extended exercise period following a Termination of Service described in subsection (a) or (b) above, his or her SARs may be exercised, to the extent vested, for up to twelve months following the Recipient's death, but in no event after the expiration of the SAR Period. The vested SARs may be exercised by the person(s) to whom the Recipient's rights under the SAR pass by will or the laws of descent and distribution.

In the event the SARs remain exercisable for a period of time following Termination of Service as described above, the SARs may be exercised during such period of time only to the same extent the SARs were vested and exercisable on the date of the Recipient's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the SARs in all events will terminate upon the expiration of the SAR Period.

6. **Transferability.** Except as otherwise provided by the Committee, the SARs are not transferable by the Recipient other than by will or the laws of descent and distribution. No assignment, pledge or transfer of the SARs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the SARs, the SARs shall terminate and be of no further force or effect.

7. **Company Policies.** The SARs and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the SARs, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Rights as Stockholder.** The Recipient shall have no rights as a stockholder of the Company with respect to any shares of Common Stock subject to a SAR unless and until the Recipient shall have become the holder of record of such shares of Common Stock (if the SAR is payable in shares of Common Stock) following exercise of the SAR. Subject to Section 9 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Recipient shall have become the holder of record of the shares of Common Stock acquired pursuant to the SARs (if any).

9. **Adjustments.** In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the Initial Value of the SARs, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the SARs does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

10. **Securities Laws.** Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient upon exercise of the SARs unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this SAR Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this SAR Agreement.

11. **Personal Data .** The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the SARs) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the SARs. By accepting the SARs, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the SARs and the Recipient’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

12. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this SAR Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this SAR Agreement shall be final, binding and conclusive on all parties affected thereby.

13. *Miscellaneous.*

(a) Binding on Successors and Representatives. Subject to applicable transfer restrictions applicable to the Recipient, this SAR Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this SAR Agreement.

(b) No Employment Rights. Nothing contained in this SAR Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) Entire Agreement. This SAR Agreement together with the Plan constitute the entire agreement of the parties with respect to the SARs and supersede any previous agreement, whether written or oral, with respect thereto. This SAR Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this SAR Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided in the Plan, neither this SAR Agreement nor any of the terms and conditions herein set forth may be altered or amended orally and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto or their respective successors.

(e) Construction of Terms. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires.

(f) Notices. All notices, requests and amendments under this SAR Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(i) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(ii) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This SAR Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this SAR Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this SAR Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the SARs and participation in the Plan (including, without limitation, this SAR Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this SAR Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this SAR Agreement and the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this SAR Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: <NAME>

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****INCENTIVE STOCK OPTION AGREEMENT**

This Incentive Stock Option Agreement is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the "Company"), and <**Name**> (the "Recipient").

WHEREAS, the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock options to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS, in consideration for the Recipient's service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient an incentive stock option (the "Option") to purchase shares of the Company's Common Stock pursuant to the terms and conditions of this Incentive Stock Option Agreement (the "Option Agreement") and the Plan;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Definitions**. For purposes of this Option Agreement, the terms listed below have the meanings indicated. Capitalized terms not otherwise defined in this Option Agreement have the meanings indicated in the Plan.

(a) "**Cause**" means (i) the commission of a crime or other act or practice by the Recipient that involves dishonesty or moral turpitude and either has an adverse impact on the Company or any Subsidiary (or the reputation thereof) or is intended to result in the personal enrichment of the Recipient at the expense of the Company or any Subsidiary (whether or not resulting in criminal prosecution or conviction); (ii) the Recipient's gross negligence or willful misconduct in respect of his or her service for the Company or a Subsidiary; or (iii) the continuous and willful failure of the Recipient to follow the reasonable directives of the Recipient's superiors or the Company's Board of Directors. Notwithstanding the foregoing, if the Recipient has entered into an employment agreement that is binding as of the date of the Recipient's Termination of Service and includes a definition of "Cause," then the definition of "Cause" in such agreement supplements the foregoing definition of "Cause" and shall also apply to the Recipient. In addition, if the Recipient's service terminates and it is determined that the Recipient could have been terminated for Cause, such Recipient's service shall be deemed to have been terminated for Cause.

(b) "**Committee**" means the Compensation Committee of the Company's Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, "**Committee**" refers to the Company's Board of Directors.

(c) “*Common Stock*” means the Common Stock, par value \$.01 per share, of the Company.

(d) “*Disability*” means the permanent and total disability of the Recipient, determined in accordance with the Plan.

(e) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Recipient either (i) by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors’ committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary or by the Company’s Board of Directors, for any reason other than for Cause.

(f) “*Option*” means the option to purchase shares of Common Stock granted to the Recipient pursuant to this Option Agreement.

(g) “*Option Agreement*” means this Incentive Stock Option Agreement between the Company and the Recipient.

(h) “*Option Period*” means the period beginning on the date of this Option Agreement and ending at the close of business <insert number of years -- no more than ten years (or five years in the case of a “10% Stockholder”)> years from the date of this Option Agreement.

(i) “*Recipient*” means the person to whom the Option is granted and, as applicable, the estate, personal representative, beneficiary or other person to whom the Option may be transferred pursuant to this Option Agreement by will or the laws of descent and distribution.

(j) “*Plan*” means the Speedway Motorsports, Inc. 2013 Stock Incentive Plan, as amended from time to time.

2. ***Grant of Option.*** Subject to the terms and conditions set forth in this Option Agreement and the Plan, the Company hereby grants to the Recipient the Option to purchase from the Company, at an exercise price of \$_____ per share, up to but not exceeding in the aggregate <number> shares of Common Stock. The Option shall terminate at the expiration of the Option Period, unless the Option terminates earlier pursuant to this Option Agreement.

3. ***ISO Status and Limitation.*** The Option granted hereunder is intended to be an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). However, if the aggregate fair market value of the shares of Common Stock (determined based on the value at the grant date) with respect to which the Option plus all other incentive stock options granted to the Recipient (under all stock option plans of the Company and its parent and subsidiary corporations) are exercisable for the first time during any calendar year exceeds \$100,000 (or such other limit that may apply under Section 422 of the Code), then the portion of the Option attributable to the shares with an aggregate fair market value in excess of such limit (determined in accordance with applicable rules under the Code) shall be treated as a nonstatutory stock option.

4. **Exercise of Option.** Subject to termination of the Option, the Option may be exercised in accordance with the following:

(a) The Option shall vest <insert vesting schedule> . Vesting on any such date is subject to the Recipient's continued service with the Company and its Subsidiaries through such date.

(b) The Option will become fully vested and exercisable in connection with a "Change in Control" (as defined in the Plan).

(c) To the extent vested, the Option generally will be exercisable until the expiration of the Option Period or earlier termination of the Option.

(d) No less than 100 shares of Common Stock may be purchased at any time unless the number of shares purchased at such time is the total number of shares for which the Option is then exercisable. Only whole shares of Common Stock may be purchased. Fractional shares will not be issued.

(e) The Recipient may exercise the Option, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of shares of Common Stock with respect to which the Option is to be exercised, accompanied by the aggregate exercise price for the shares of Common Stock and payment of, or provision for, all applicable withholding taxes (pursuant to Section 5 below). Unless otherwise provided by the Committee, the aggregate exercise price shall be payable to the Company in full (i) in cash or cash equivalents acceptable to the Company, (ii) subject to applicable law, by tendering previously acquired shares of Common Stock (or delivering a certification of ownership of such shares) having an aggregate Fair Market Value at the time of exercise equal to the total exercise price (provided that the shares of Common Stock either were purchased on the open market or have been held by the Recipient for a period of at least six months (unless such six-month period is waived by the Committee)), (iii) subject to applicable law and such rules and procedures as may be established by the Committee, by means of a "cashless exercise" facilitated by a securities broker approved by the Company through the irrevocable direction to sell all or part of the shares of Common Stock being purchased and to deliver the Option Price (and any applicable withholding taxes) to the Company, (iv) subject to applicable law and such rules and procedures as may be established by the Committee, by means of a "net share settlement" procedure, or (v) a combination of the foregoing.

(f) The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

(g) The Recipient agrees to notify the General Counsel of the Company in writing within fifteen days if the Recipient disposes of any shares of Common Stock acquired pursuant to the Option within either two years of the date of grant of the Option or one year of the date the Recipient exercised the Option with respect to such shares of Common Stock. At any time during such periods, the Company may place a legend or legends on any certificate(s) representing such shares of Common Stock requiring notification to the Company of any such transfers. The obligation of the Recipient to notify the Secretary of the Company of any such transfer shall continue even if a legend is placed on the applicable share certificate.

5. ***Payment of Withholding Taxes.*** Upon the Recipient's exercise of his or her Option with respect to any of the covered shares of Common Stock, the Recipient shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE OPTION AND ITS EXERCISE.

6. ***Termination of Service.*** If the Recipient incurs a Termination of Service prior to the expiration of the Option Period, the Option shall immediately terminate except as provided below:

(a) **Involuntary Termination Without Cause** . If the Recipient incurs an Involuntary Termination Without Cause, he or she may exercise the Option, to the extent vested, for up to three months following the termination, but in no event after the expiration of the Option Period.

(b) **Disability** . If the Recipient incurs a Termination of Service as a result of Disability, he or she may exercise the Option, to the extent vested, for up to twelve months following the termination, but in no event after the expiration of the Option Period.

(c) **Death** . If the Recipient incurs a Termination of Service due to his or her death, or the Recipient dies during an extended exercise period following a Termination of Service described in subsection (a) or (b) above, his or her Option may be exercised, to the extent vested, for up to twelve months following the Recipient's death, but in no event after the expiration of the Option Period. The vested options may be exercised by the person(s) to whom the Recipient's rights under the Option pass by will or the laws of descent and distribution.

In the event the Option remains exercisable for a period of time following Termination of Service as described above, the Option may be exercised during such period of time only to the same extent the Option was vested and exercisable on the date of the Recipient's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the Option in all events will terminate upon the expiration of the Option Period.

The Recipient understands and acknowledges that, to obtain the federal income tax advantages associated with an “incentive stock option,” the Code requires that at all times beginning on the grant date of the Option and ending on the day three months before the date of the Option’s exercise, the Recipient must be an employee of the Company or a parent or subsidiary corporation of the Company, except in the event of the Recipient’s death or Disability. The Company has provided for extended exercisability of the Option under certain circumstances, but the Option will not necessarily be treated as an “incentive stock option” if, after employment terminates, the Recipient continues to provide services to the Company or a Subsidiary as a consultant or as an employee of a non-corporate subsidiary or under certain other circumstances that may affect the status of the Option as an “incentive stock option” (for example, the exercise of the Option more than three months after the Recipient’s employment terminates).

7. **Transferability** . The Option is not transferable by the Recipient other than by will or the laws of descent and distribution. No assignment, pledge or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the Option, the Option shall terminate and be of no further force or effect.

8. **Company Policies** . The Option and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Option, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

9. **Rights as Stockholder**. The Recipient shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Recipient shall have become the holder of record of such Common Stock following exercise of the Option. Subject to Section 10 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Recipient shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

10. **Adjustments**. In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the number of shares of Common Stock covered by the Option and the applicable exercise price per share, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Option does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

11. **Securities Laws.** Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient upon exercise of the Option unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Option Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Option Agreement.

12. **Personal Data .** The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Option) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Option. By accepting the Option, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Option and the Recipient’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

13. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Option Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to applicable transfer restrictions applicable to the Recipient, this Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient’s heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Option Agreement.

(b) No Employment Rights. Nothing contained in this Option Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) Entire Agreement. This Option Agreement together with the Plan constitute the entire agreement of the parties with respect to the Option and supersede any previous agreement, whether written or oral, with respect thereto. This Option Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Option Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided in the Plan, neither this Option Agreement nor any of the terms and conditions herein set forth may be altered or amended orally and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto or their respective successors.

(e) Construction of Terms. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires.

(f) Notices. All notices, requests and amendments under this Option Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(i) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(ii) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Option Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Option and participation in the Plan (including, without limitation, this Option Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Option Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Option Agreement and the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: <NAME>

By: _____

Title: _____

FORM**SPEEDWAY MOTORSPORTS, INC.
2013 STOCK INCENTIVE PLAN****NONSTATUTORY STOCK OPTION AGREEMENT**

This Nonstatutory Stock Option Agreement is entered into as of < **Date Granted**> between SPEEDWAY MOTORSPORTS, INC., a Delaware corporation (the “Company”), and <**Name**> (the “Recipient”).

WHEREAS , the Company has established the Speedway Motorsports, Inc. 2013 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock options to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS , in consideration for the Recipient’s service to the Company and/or its Subsidiaries, the Company has determined to grant the Recipient a nonstatutory stock option (the “Option”) to purchase shares of the Company’s Common Stock pursuant to the terms and conditions of this Nonstatutory Stock Option Agreement (the “Option Agreement”) and the Plan;

NOW, THEREFORE , in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Definitions** . For purposes of this Option Agreement, the terms listed below have the meanings indicated. Capitalized terms not otherwise defined in this Option Agreement have the meanings indicated in the Plan.

(a) **“Cause”** means (i) the commission of a crime or other act or practice by the Recipient that involves dishonesty or moral turpitude and either has an adverse impact on the Company or any Subsidiary (or the reputation thereof) or is intended to result in the personal enrichment of the Recipient at the expense of the Company or any Subsidiary (whether or not resulting in criminal prosecution or conviction); (ii) the Recipient’s gross negligence or willful misconduct in respect of his or her service for the Company or a Subsidiary; or (iii) the continuous and willful failure of the Recipient to follow the reasonable directives of the Recipient’s superiors or the Company’s Board of Directors. Notwithstanding the foregoing, if the Recipient has entered into an employment agreement that is binding as of the date of the Recipient’s Termination of Service and includes a definition of “Cause,” then the definition of “Cause” in such agreement supplements the foregoing definition of “Cause” and shall also apply to the Recipient. In addition, if the Recipient’s service terminates and it is determined that the Recipient could have been terminated for Cause, such Recipient’s service shall be deemed to have been terminated for Cause.

(b) **“Committee”** means the Compensation Committee of the Company’s Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, **“Committee”** refers to the Company’s Board of Directors.

(c) “*Common Stock*” means the Common Stock, par value \$.01 per share, of the Company.

(d) “*Disability*” means the permanent and total disability of the Recipient, determined in accordance with the Plan.

(e) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Recipient either (i) by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors’ committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary or by the Company’s Board of Directors, for any reason other than for Cause.

(f) “*Option*” means the option to purchase shares of Common Stock granted to the Recipient pursuant to this Option Agreement.

(g) “*Option Agreement*” means this Nonstatutory Stock Option Agreement between the Company and the Recipient.

(h) “*Option Period*” means the period beginning on the date of this Option Agreement and ending at the close of business <*insert number of years -- no more than ten years*> years from the date of this Option Agreement.

(i) “*Recipient*” means the person to whom the Option is granted and, as applicable, the estate, personal representative, beneficiary or other person to whom the Option may be transferred pursuant to this Option Agreement by will or the laws of descent and distribution, or as otherwise permitted by the Plan.

(j) “*Plan*” means the Speedway Motorsports, Inc. 2013 Stock Incentive Plan, as amended from time to time.

2. ***Grant of Option.*** Subject to the terms and conditions set forth in this Option Agreement and the Plan, the Company hereby grants to the Recipient the Option to purchase from the Company, at an exercise price of \$_____ per share, up to but not exceeding in the aggregate <**number**> shares of Common Stock. The Option shall terminate at the expiration of the Option Period, unless the Option terminates earlier pursuant to this Option Agreement.

3. ***Exercise of Option.*** Subject to termination of the Option, the Option may be exercised in accordance with the following:

(a) The Option shall vest <*insert vesting schedule*> . Vesting on any such date is subject to the Recipient’s continued service with the Company and its Subsidiaries through such date.

(b) The Option will become fully vested and exercisable in connection with a “Change in Control” (as defined in the Plan).

(c) To the extent vested, the Option generally will be exercisable until the expiration of the Option Period or earlier termination of the Option.

(d) No less than 100 shares of Common Stock may be purchased at any time unless the number of shares purchased at such time is the total number of shares for which the Option is then exercisable. Only whole shares of Common Stock may be purchased. Fractional shares will not be issued.

(e) The Recipient may exercise the Option, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of shares of Common Stock with respect to which the Option is to be exercised, accompanied by the aggregate exercise price for the shares of Common Stock and payment of, or provision for, all applicable withholding taxes (pursuant to Section 4 below). Unless otherwise provided by the Committee, the aggregate exercise price shall be payable to the Company in full (i) in cash or cash equivalents acceptable to the Company, (ii) subject to applicable law, by tendering previously acquired shares of Common Stock (or delivering a certification of ownership of such shares) having an aggregate Fair Market Value at the time of exercise equal to the total exercise price (provided that the shares of Common Stock either were purchased on the open market or have been held by the Recipient for a period of at least six months (unless such six-month period is waived by the Committee)), (iii) subject to applicable law and such rules and procedures as may be established by the Committee, by means of a “cashless exercise” facilitated by a securities broker approved by the Company through the irrevocable direction to sell all or part of the shares of Common Stock being purchased and to deliver the Option Price (and any applicable withholding taxes) to the Company, (iv) subject to applicable law and such rules and procedures as may be established by the Committee, by means of a “net share settlement” procedure, or (v) a combination of the foregoing.

(f) The Company may require that the Recipient make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

4. ***Payment of Withholding Taxes.*** Upon the Recipient’s exercise of his or her Option with respect to any of the covered shares of Common Stock, the Recipient shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Recipient hereby authorizes) or other means acceptable to the Committee and permissible under the Plan (including through a “cashless exercise” as described in Section 3(e) above), the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Recipient. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE RECIPIENT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE RECIPIENT THAT MAY ARISE IN CONNECTION WITH THE OPTION AND ITS EXERCISE.

5. **Termination of Service.** If the Recipient incurs a Termination of Service prior to the expiration of the Option Period, the Option shall immediately terminate except as provided below:

(a) **Involuntary Termination Without Cause.** If the Recipient incurs an Involuntary Termination Without Cause, he or she may exercise the Option, to the extent vested, for up to three months following the termination, but in no event after the expiration of the Option Period.

(b) **Disability.** If the Recipient incurs a Termination of Service as a result of Disability, he or she may exercise the Option, to the extent vested, for up to twelve months following the termination, but in no event after the expiration of the Option Period.

(c) **Death.** If the Recipient incurs a Termination of Service due to his or her death, or the Recipient dies during an extended exercise period following a Termination of Service described in subsection (a) or (b) above, his or her Option may be exercised, to the extent vested, for up to twelve months following the Recipient's death, but in no event after the expiration of the Option Period. The vested options may be exercised by the person(s) to whom the Recipient's rights under the Option pass by will or the laws of descent and distribution.

In the event the Option remains exercisable for a period of time following Termination of Service as described above, the Option may be exercised during such period of time only to the same extent the Option was vested and exercisable on the date of the Recipient's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the Option in all events will terminate upon the expiration of the Option Period.

6. **Transferability.** Except as otherwise provided by the Committee, the Option is not transferable by the Recipient other than by will or the laws of descent and distribution. No assignment, pledge or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the Option, the Option shall terminate and be of no further force or effect.

7. **Company Policies.** The Option and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Option, the Recipient agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Rights as Stockholder.** The Recipient shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Recipient shall have become the holder of record of such Common Stock following exercise of the Option. Subject to Section 9 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Recipient shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

9. **Adjustments.** In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the number of shares of Common Stock covered by the Option and the applicable exercise price per share, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Option does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

10. **Securities Laws.** Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Recipient upon exercise of the Option unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Option Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Option Agreement.

11. **Personal Data .** The Recipient acknowledges that Plan participation and receipt of awards under the Plan (including the Option) involve the use and transfer, in electronic or other form, of personal data about the Recipient between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Recipient’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Recipient, and details of awards granted to the Recipient under the Plan, including the Option. By accepting the Option, the Recipient consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Option and the Recipient’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Recipient may deposit any shares of Common Stock.

12. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Option Agreement shall be final, binding and conclusive on all parties affected thereby.

13. *Miscellaneous.*

(a) Binding on Successors and Representatives. Subject to applicable transfer restrictions applicable to the Recipient, this Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Recipient's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Option Agreement.

(b) No Employment Rights. Nothing contained in this Option Agreement shall confer upon the Recipient any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Recipient's employment by, or performance of services for, the Company or Subsidiary at any time .

(c) Entire Agreement. This Option Agreement together with the Plan constitute the entire agreement of the parties with respect to the Option and supersede any previous agreement, whether written or oral, with respect thereto. This Option Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Option Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided in the Plan, neither this Option Agreement nor any of the terms and conditions herein set forth may be altered or amended orally and any such alteration or amendment shall be effective only when reduced to writing and agreed to by each of the parties hereto or their respective successors.

(e) Construction of Terms. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires.

(f) Notices. All notices, requests and amendments under this Option Agreement shall be in writing, and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office:

(i) if to the Company, at the following address:

Speedway Motorsports, Inc.
5401 E. Independence Blvd.
Charlotte, North Carolina 28212
Attention: General Counsel

or at such other address as the Company shall designate by notice.

(ii) if to the Recipient, to the Recipient's address appearing in the Company's records, or at such other address as the Recipient shall designate by written notice to the Company as provided above.

(g) Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Option Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Recipient acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Option and participation in the Plan (including, without limitation, this Option Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Recipient consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Option Agreement electronically, the Recipient agrees to be bound by all terms and provisions of this Option Agreement and the Plan.

(j) Not an Incentive Stock Option. The Option granted by this Option Agreement is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement effective as of the day and year first written above.

SPEEDWAY MOTORSPORTS, INC.

RECIPIENT: <NAME>

By: _____

Title: _____