
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 10, 2008

SPEEDWAY MOTORSPORTS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-13582
(Commission File Number)

51-0363307
(IRS Employer
Identification No.)

5555 Concord Parkway South, Concord, NC
(Address of Principal Executive Offices)

28027
(Zip Code)

(704) 455-3239
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On January 10, 2008, Speedway Motorsports, Inc. (the “Company”) entered into the Sixth Amendment (the “Sixth Amendment”) to the Credit Agreement dated May 16, 2003, as amended (the “Credit Agreement”), among the Company and certain of its subsidiaries and related parties, the various lenders identified on the signature pages thereto (the “Lenders”), Bank of America, N.A., as Administrative Agent for the Lenders, Wachovia Bank, N.A., as Syndication Agent, Calyon New York Branch and SunTrust Bank, as the Documentation Agents, and Banc of America Securities LLC, as Lead Arranger and Book Manager for the Lenders.

The Sixth Amendment amended the Credit Agreement as follows: (i) it increased the amount available for borrowing under the revolving loans from \$400 million to \$500 million; (ii) amended the requirements regarding Consolidation, Merger, Sale or Purchase of Assets, etc. as set forth in Section 8.4(c) of the Credit Agreement to specifically exclude the purchase of New Hampshire Speedway, Inc. from the provision that a Permitted Motorsports Transaction could not exceed 35% of the Company’s Consolidated Net Worth at the immediately preceding fiscal year end; and (iii) amended the Revolving Commitment percentage of the Lenders.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As previously reported, on October 30, 2007, the Company entered into a Stock Purchase Agreement with Robert P. Bahre and Gary G. Bahre to purchase 100% of the outstanding stock of New Hampshire Speedway, Inc., d/b/a New Hampshire International Speedway (the “Acquisition”), for cash in the amount of \$340 million (the “Purchase Price”).

On January 11, 2008, the Company completed the Acquisition. The Company funded the Purchase Price through available cash and borrowing \$300 million under the Credit Agreement. To better align with other Company-owned speedway brands, the New Hampshire International Speedway will be renamed New Hampshire Motor Speedway (“NHMS”).

NHMS has sanction agreements to host two NASCAR Sprint (formerly NEXTEL) Cup Series races in 2008, among other events. A press release announcing the completion of the Acquisition is attached hereto as Exhibit 99.1 and is incorporated by reference into this Item 2.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On January 11, 2008, the Company borrowed a principal amount of \$300 million under the Credit Agreement for the purpose of funding in part the Purchase Price of the Acquisition, as described above (the “Loan”). The Loan accrues interest at an annual rate equal to LIBOR plus a margin determined from time-to-time based on certain leverage

ratios of the Company, as set forth in the Credit Agreement. Interest on the outstanding principal balance under the Loan is payable every one month, three months or six months, in the discretion of the Company. No principal payments are due until March 31, 2010, which is the maturity date of the Loan, although the Company may prepay the Loan in whole or in part in its discretion. The Credit Agreement describes various events of default which, if not cured as provided in the Credit Agreement, would result in the acceleration of the Company's obligations under the Loan and the Credit Agreement.

A copy of the Credit Agreement and the material amendments thereto, which contain additional provisions applicable to the Loan, are contained in the Company's reports filed with the Securities Exchange Commission as set forth below and are incorporated by reference herein:

<u>Agreement</u>	<u>Report</u>	<u>Date Filed</u>	<u>Exhibit No.</u>
Credit Agreement	Form 10-Q	August 6, 2003	10.1
Second Amendment	Form 10-Q	April 29, 2005	10.1
Third Amendment	Form 10-K	March 16, 2006	10.30
Fourth Amendment	Form 10-Q	November 8, 2006	10.1
Fifth Amendment	Form 10-Q	November 8, 2006	10.2
Sixth Amendment	Form 8-K	January 16, 2008	10.1

The information set forth above in Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 8.01. Other Events.

Motorsports Authentics ("MA"), the Company's equally-owned merchandising joint venture with International Speedway Corporation ("ISC"), has advised the Company that it anticipates taking a fourth quarter 2007 impairment charge associated with certain intangible assets, the amount of which has not been finalized. In conjunction with a previously issued press release and conference call, ISC reported that it expected to take a fourth quarter charge of approximately \$25 million to \$50 million related to MA's anticipated fourth quarter impairment charge. Similarly, the Company expects that it will take a fourth quarter charge of approximately \$25 million to \$50 million after tax, or \$0.57 to \$1.14 per diluted share, related to MA's anticipated fourth quarter impairment charge.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The Company will file the required financial statements with respect to the Acquisition within 71 days following the filing of this Form 8-K.

(b) Pro Forma Financial Information.

The Company will file the required pro forma financial information with respect to the Acquisition within 71 days following the filing of this Form 8-K.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sixth Amendment, dated January 10, 2008, to the Credit Agreement dated May 16, 2003, as amended, among the Company and certain of its subsidiaries and related parties, and the various Lenders, including Bank of America, N.A. as Administrative Agent for the Lenders, Wachovia Bank N.A., as Syndication Agent, Calyon New York Branch and SunTrust Bank, as the Documentation Agents, and Banc of America Securities LLC, as Lead Arranger and Book Manager, for the Lenders
99.1	Press release dated January 11, 2008

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPEEDWAY MOTORSPORTS, INC.
(Registrant)

Date: January 16, 2008

By: /s/ William R. Brooks

William R. Brooks
Executive Vice President and Chief
Financial Officer

SIXTH AMENDMENT TO CREDIT AGREEMENT

THIS SIXTH AMENDMENT TO CREDIT AGREEMENT, dated as of January 10, 2008 (this "Amendment"), relating to the Credit Agreement referenced below, is by and among Speedway Motorsports, Inc., a Delaware corporation ("SMI"), and Speedway Funding, LLC, a Delaware limited liability company ("Speedway Funding" and together with SMI, the "Borrowers"), the subsidiaries and related parties identified as Guarantors on the signature pages hereto, the Lenders identified on the signature pages hereto, Bank of America, N.A., a national banking association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), Wachovia Bank, National Association, as Syndication Agent (in such capacity, the "Syndication Agent"), Calyon New York Branch (successor in interest to Credit Lyonnais New York Branch) and SunTrust Bank, as the Documentation Agents (in such capacity, the "Documentation Agents"), and Banc of America Securities LLC, as Lead Arranger and Book Manager for the Lenders. Terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement.

WITNESSETH

WHEREAS, a \$400 million credit facility has been extended to the Borrowers pursuant to the terms of that Credit Agreement dated as of May 16, 2003, as amended as of November 7, 2003, March 15, 2005, December 2, 2005, May 15, 2006 and as of August 30, 2006 (as amended and modified from time to time, the "Credit Agreement") among the Borrowers, the subsidiaries and related parties identified as guarantors therein, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, Credit Lyonnais, New York Branch, Fleet National Bank, and SunTrust Bank, as the Documentation Agents, and Banc of America Securities LLC, as Lead Arranger and Book Manager for the Lenders;

WHEREAS, the Borrowers have requested certain modifications to the Credit Agreement;

WHEREAS, the requested modifications require the approval of the Lenders;

WHEREAS, the Lenders have agreed to the requested modifications on the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Credit Agreement is amended in the following respects:

(a) Additional Definition. A new definition for “New Hampshire International Speedway” is added to Section 1.1 in correct alphabetical order to read as follows:

“ “ New Hampshire International Speedway ” means New Hampshire Speedway, Inc., a New Hampshire corporation.”

(b) Increase in Revolving Committed Amount. In Section 2.1 (Revolving Loans), the text “FOUR HUNDRED MILLION DOLLARS (\$400,000,000)” is replaced with the text “FIVE HUNDRED MILLION DOLLARS (\$500,000,000)”.

(c) Consolidation, Merger, Sale or Purchase of Assets, etc. . In Section 8.4(c) the text is deleted in its entirety and replaced with the following:

“(c) except as otherwise permitted by Section 8.4(a) or 8.5, acquire all or any portion of the Capital Stock or securities of any other Person or purchase, lease or otherwise acquire (in a single transaction or a series of related transactions) all or any substantial part of the Property of any other Person provided, however, that, so long as no Default or Event of Default would be caused as a result thereof on an actual or Pro Forma Basis, then any Credit Party or any Subsidiary may (i) enter into Permitted Motorsports Transactions; provided, however, the aggregate Cash Consideration paid for such transactions in any fiscal year (specifically excluding the acquisition of New Hampshire International Speedway) shall not exceed 35% of the Consolidated Net Worth of Speedway Motorsports at the immediately preceding fiscal year end, and (ii) consummate other acquisitions consistent with the nature of the Borrowers’ business, whether by merger, stock purchase or asset purchase; provided, however, that the Cash Consideration paid for such other acquisitions shall not exceed \$100,000,000 in the aggregate during the term of this Credit Agreement.”

(d) New Revolving Commitments; Schedule of Lenders and Commitments . After giving effect to the increase in the Revolving Committed Amount as provided in Section 1(b) hereof, the Revolving Commitment and the Revolving Commitment Percentage of each Lender shall be as set forth on Schedule 2.1(a) attached hereto. Schedule 2.1(a) to the Credit Agreement is amended and restated in its entirety to read as Schedule 2.1(a) attached hereto.

2. Conditions Precedent . This Amendment shall be effective as of the date hereof upon satisfaction of each of the following conditions precedent:

(a) Executed Amendment . the Administrative Agent’s receipt of counterparts of this Amendment duly executed by the Borrowers, all the Lenders and the Administrative Agent.

(b) Secretary’s Certificate . the Administrative Agent’s receipt of a duly executed certificate of an executive officer of each Credit Party, in form and substance satisfactory to

the Administrative Agent and the Lenders, attaching each of the following documents and certifying that each is true, correct and complete and in full force and effect as of the date hereof:

(i) Articles of Incorporation . Copies of its articles of incorporation or certificate of formation, certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state of its organization, unless an executive officer certifies in the secretary's certificate that the copies of its articles of incorporation or certificate of formation previously delivered to the Administrative Agent at the closing of the Credit Agreement or in connection with a prior amendment or joinder agreement have not been amended, supplemented or otherwise modified and remain in full force and effect as of the date hereof;

(ii) Bylaws . Copies of its bylaws or operating agreement, unless an executive certifies in the secretary's certificate that the copies of its bylaws or operating agreement previously delivered to the Administrative Agent at the closing of the Credit Agreement or in connection with a prior amendment or joinder agreement have not been amended, supplemented or otherwise modified and remain in full force and effect as of the date hereof;

(iii) Resolutions . Copies of its resolutions approving and adopting this Amendment, the transactions contemplated herein, and authorizing the execution and delivery hereof; and

(iv) Incumbency . Incumbency certificates identifying the executive officers of each Credit Party who are authorized to execute this Amendment and related documents and to act on such Credit Party's behalf in connection with this Amendment and the Credit Documents.

(c) Fees . All fees (including all reasonable fees, expenses and disbursements of Moore & Van Allen PLLC) due in connection herewith, which fees shall be deemed fully earned and due and payable on the effective date of this Amendment.

3. Representations and Warranties . Each of the Credit Parties hereby represents and warrants in connection herewith that as of the date hereof (after giving effect hereto) (a) the representations and warranties set forth in Section 6 of the Credit Agreement are true and correct in all material respects (except those which expressly relate to an earlier date), and (b) no Default or Event of Default has occurred and is continuing under the Credit Agreement.

4. Acknowledgments, Affirmations and Agreements . Each of the Credit Parties (i) acknowledges and consents to all of the terms and conditions of this Amendment, (ii) affirms all of its obligations under the Credit Documents and (iii) agrees that this Amendment does not operate to reduce or discharge the Guarantors' obligations under the Credit Agreement or the other Credit Documents.

5. Credit Agreement. Except as expressly modified hereby, all of the terms and provisions of the Credit Agreement remain in full force and effect.

6. Expenses. The Borrowers jointly and severally agree to pay all reasonable costs and expenses in connection with the preparation, execution and delivery of this Amendment, including the reasonable fees and expenses of the Administrative Agent's legal counsel.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

8. Governing Law. This Amendment shall be deemed to be a contract under, and shall for all purposes be construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

THE BORROWERS :

SPEEDWAY MOTORSPORTS, INC.,
a Delaware corporation

By: /s/ William R. Brooks

Name: William R. Brooks

Title: Vice President

SPEEDWAY FUNDING, LLC,
a Delaware limited liability company

By: /s/ William R. Brooks

Name: William R. Brooks

Title: President

[Signatures Continue]

GUARANTORS :

600 RACING, INC.,
a North Carolina corporation
ATLANTA MOTOR SPEEDWAY, LLC,
a Georgia limited liability company
BRISTOL MOTOR SPEEDWAY, LLC,
a Tennessee limited liability company
CHARLOTTE MOTOR SPEEDWAY, LLC,
a North Carolina limited liability company
INEX CORP.,
a North Carolina corporation
LAS VEGAS MOTOR SPEEDWAY, LLC,
a Delaware limited liability company
MOTORSPORTS BY MAIL, LLC
a North Carolina limited liability company
NEVADA SPEEDWAY, LLC,
a Delaware limited liability company
SMI TRACKSIDE, LLC,
a North Carolina limited liability company
SMISC HOLDINGS, INC.,
a North Carolina corporation
SPEEDWAY MEDIA, LLC,
a North Carolina limited liability company
SPEEDWAY PROPERTIES COMPANY, LLC,
a Delaware limited liability company
SPEEDWAY SONOMA, LLC,
a Delaware limited liability company
SPR, LLC, a Delaware limited liability company
TEXAS MOTOR SPEEDWAY, INC.,
a Texas corporation
TRACKSIDE HOLDING CORPORATION,
a North Carolina corporation

By: /s/ William R. Brooks

Name: William R. Brooks

Title: Vice President

SPEEDWAY SYSTEMS LLC,
a North Carolina limited liability company

By: SPR, LLC,
its manager

By: /s/ William R. Brooks

Name: William R. Brooks

Title: Vice President

[Signatures Continue]

ADMINISTRATIVE
AGENT :

BANK OF AMERICA, N.A.,
in its capacity as the Administrative Agent

By: /s/ Anne M. Zeschke
Name: Anne M. Zeschke
Title: Asst. Vice President

LENDERS :

BANK OF AMERICA, N.A.,
in its capacity as a Lender, Swingline Lender and Issuing Lender

By: /s/ Madison B. Wyche, IV
Name: Madison B. Wyche, IV
Title: Vice President

BANK OF THE WEST

By: /s/ Sidney Jordan
Name: Sidney Jordan
Title: Vice President

CALYON NEW YORK BRANCH (successor in interest to Credit
Lyonnais New York Branch), in its capacity
as Documentation Agent and as a Lender

By: /s/ Samuel Hill
Name: Samuel Hill
Title: Managing Director/Regional Head

By: /s/ Brian Myers
Name: Brian Myers
Title: Managing Director

CAROLINA FIRST

By: /s/ Charles D. Chamberlain

Name: Charles D. Chamberlain

Title: Executive Vice President

COMERICA BANK

By: /s/ Richard C. Hampson

Name: Richard C. Hampson

Title: Vice President

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: /s/ Miles R. Snider

Name: Miles R. Snider

Title: Vice President

FIRSTTRUST BANK

By: /s/ Ellen Frank

Name: Ellen Frank

Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Sean P. Golden

Name: Sean P. Golden

Title: Assistant Vice President

RBC CENTURA BANK

By: /s/ Richard E. Anglin III

Name: Richard E. Anglin III

Title: Vice President

REGIONS BANK

By: /s/ Elaine E. Passman

Name: Elaine E. Passman

Title: Vice President

SOVEREIGN BANK

By: /s/ Kathryn McEnroe Williams

Name: Kathryn McEnroe Williams

Title: Vice President

SUNTRUST BANK, in its capacity
as Documentation Agent and as a Lender

By: /s/ Thomas F. Parrott

Name: Thomas F. Parrott

Title: Vice President

US BANK NATIONAL ASSOCIATION

By: /s/ William J. Hronek

Name: William J. Hronek

Title: Senior Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
in its capacity as Syndication Agent and as a Lender

By: /s/ Douglas T. Davis

Name: Douglas T. Davis

Title: Senior Vice President



CONTACT: Fred Neergaard
(603) 513-5710 or
Kristen Costa
(603) 513-5708

-- For Immediate Release --

**Speedway Motorsports Completes Purchase of New Hampshire Facility,
Green Flag Drops for New Era at New Hampshire Motor Speedway**

LOUDON, N.H. (Jan. 11, 2008) – Closing documents were completed today, finalizing Speedway Motorsports, Inc.'s (NYSE:TRK) purchase of New Hampshire Speedway, Inc. d/b/a New Hampshire International Speedway, from Bob and Gary Bahre for \$340 million in cash.

The completed purchase was announced today by O. Bruton Smith, founder, chairman and chief executive officer of Speedway Motorsports, Inc.

Smith also announced, to better align with other SMI-owned speedway brands, New Hampshire International Speedway was being renamed New Hampshire Motor Speedway.

“New Hampshire Motor Speedway is a wonderful addition to our strong portfolio of tracks and provides the opportunity for our company to expand into a new market,” said Smith. “Bob and his staff have made this a smooth transition since we announced our agreement in Texas on November 2. We look forward to many successes in our operation of the New Hampshire Motor Speedway.”

Earlier, Smith announced the promotion of long-time SMI executive Jerry Gappens to Executive Vice president and General Manager of the facility, which hosts two NASCAR Sprint (formerly NEXTEL) Cup Series events each year. Gappens has relocated from Charlotte, N.C. and has assumed his new duties at the Speedway.

“Thanks to the support of our loyal fans, dedicated sponsors, and wonderful employees, the Speedway has grown more than Gary and I ever could have imagined,” said Bob Bahre, former Chairman of the Board. “We are looking forward to working with Bruton, Jerry, and their team and fully supporting them in their efforts to take this to a higher level for our fans.”

Bahre will remain associated with the facility he built as a consultant.

Located on approximately 1,100 acres, the multi-use complex is the largest sports facility in New England and features a 1.058-mile oval speedway, with chairback seating for 92,000 spectators, and a 1.6-mile road course.

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The Speedway hosts the only NASCAR Sprint Cup Series, NASCAR Nationwide (formerly BUSCH) Series and NASCAR Craftsman Truck Series events in the six-state New England region. Both NASCAR Sprint Cup Series races regularly sell out and exceed the NFL Super Bowl in attendance.

With the addition of New Hampshire Motor Speedway, SMI will own race tracks in the Northeast, Southeast, Southwest, and West, including four of the nation's top-10 metropolitan markets.

Speedway Motorsports, Inc. will promote 13 NASCAR-sanctioned Sprint Cup races in 2008 and nine NASCAR-sanctioned Nationwide Series events. Combined seating for the seven SMI facilities will exceed 850,000 permanent seats.

"The Northeast race fans are incredible in their support of the Speedway and have a great passion for the sport of NASCAR," said Gappens. "We have an outstanding staff, and we are united in our effort to provide a winning experience for our guests when they visit New Hampshire Motor Speedway."

Tickets for all NASCAR events at New Hampshire Motor Speedway, including the LENOX Industrial Tools 301 on June 29 and the SYLVANIA 300 on September 14, are available online at www.nhms.com or by calling Guest Services at (603) 783-4931.

About Speedway Motorsports, Inc.

Speedway Motorsports, Inc. is a leading promoter, marketer and sponsor of motorsports activities in the United States. The Company owns and operates Atlanta Motor Speedway, Bristol Motor Speedway, Infineon Raceway, Las Vegas Motor Speedway, Lowe's Motor Speedway, New Hampshire Motor Speedway and Texas Motor Speedway. The company also provides souvenir merchandising services through its SMI Properties subsidiary; provides radio programming, production and distribution through its Performance Racing Network subsidiary; develops electronic and media promotional programming and distributes wholesale and retail racing apparel through The Source International subsidiary; and manufactures and distributes smaller-scale, modified racing cars and parts through its 600 Racing subsidiary. It also co-owns Motorsports Authentics, a joint venture with International Speedway Corporation, which produces, markets and sells licensed motorsports merchandise.

This news release contains forward-looking statements, particularly statements with regard to the Company's future operations and financial results. There are many factors that affect future events and trends of the Company's business including, but not limited to, consumer and corporate spending sentiment; air travel; governmental regulations; military actions; national or local catastrophic events; the success of and weather surrounding NASCAR, IRL, NHRA and other racing events; our relationship with NASCAR and other sanctioning bodies; the success of expense reduction efforts; capital projects; expansion;

economic conditions; stock repurchases; financing needs; insurance; litigation; taxes; oil and gas activities and associated profitability; geopolitical situations in foreign countries; and other factors outside of management control. These factors and other factors, including those contained in the Company's Annual Report on Form 10-K and subsequently filed Quarterly Reports on Form 10-Q, involve certain risks and uncertainties that could cause actual results

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or events to differ materially from management's views and expectations. Inclusion of any information or statement in this news release does not necessarily imply that such information or statement is material. The Company does not undertake any obligation to release publicly revised or updated forward-looking information, and such information included in this news release is based on information currently available and may not be reliable after this date.