

## EXHIBIT A

### **GENERAL TERMS OF AGREEMENTS RELATED TO THE ACQUISITION AND ANNUAL MAINTENANCE OF A NEW BOWMAN GRAY STADIUM SCOREBOARD**

Under the proposed framework to acquire a new scoreboard for Bowman Gray Stadium, the City would execute separate agreements with Winston-Salem Speedway, LLC (WSSLLC) and Winston-Salem State University (WSSU) to formalize a lease, the cost share for acquisition and annual expenses, retention of advertising revenues, and terms for payment of each party's respective share.

#### Agreement with Winston-Salem Speedway, LLC

- WSSLLC would purchase the scoreboard according to specifications agreed upon by the City, WSSLLC, and WSSU.
- WSSLLC would lease the scoreboard to the City over a five-year period to enable the City to pay its share of the total cost. At the end of the lease, WSSLLC would sell the scoreboard to the City for a nominal amount.
- The City and WSSLLC would split the total cost of the acquisition (including removal of the current scoreboard, site preparation, and installation) based on the number of events held by all parties at the stadium, with the City covering 50%, WSSLLC covering 40%, and WSSU covering the remaining 10%.
- The City's 50% share would be limited to a not-to-exceed amount of \$500,000, based on an estimated total cost of \$1 million.
- WSSLLC, through NASCAR, would commit to holding NASCAR series events at Bowman Gray Stadium over a five-year period.
- WSSLLC would be responsible for the removal of the current scoreboard, acquisition, site preparation, and installation of the new scoreboard.
- The City and WSSLLC would share the annual operating and maintenance expenses based on the same percentage split for acquisition. The City would be responsible for operation and maintenance of the new scoreboard.
- WSSLLC would retain all revenues generated from selling advertising on the scoreboard for their events.
- The City would retain all revenues generated from selling advertising on the scoreboard for non-racing and non-football events.

- The City and WSSLLC would agree on reserving advertising space for the City's exclusive pouring rights sponsor (currently Pepsi).

#### Agreement with Winston-Salem State University

- The City and WSSU would split the total cost of the acquisition (including removal of the current scoreboard, site preparation, and installation) based on the number of events held by all parties at the stadium, with the City covering 50%, WSSLLC covering 40%, and WSSU covering the remaining 10%.
- The City's 50% share would be limited to a not-to-exceed amount of \$500,000, based on an estimated total cost of \$1 million.
- WSSU's 10% share would be limited to a not-to-exceed amount of \$100,000, based on an estimated total cost of \$1 million.
- WSSU would pay its share of the scoreboard over a five-year period to coincide with the City's lease with WSSLLC.
- The City and WSSU would share the annual operating and maintenance expenses based on the same percentage split for acquisition. The City would be responsible for operation and maintenance of the new scoreboard.
- WSSU would retain all revenues generated from selling advertising on the scoreboard for their events.
- The City would retain all revenues generated from selling advertising on the scoreboard for non-racing and non-football events.
- The City and WSSU would agree on reserving advertising space for the City's exclusive pouring rights sponsor (currently Pepsi).