



## Agenda

### SPECIAL CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

10:30 AM  
Council Chambers  
April 17, 2026

AGENDA NO. 2026-01-SP - Revised

- I. WAIVER OF NOTICE SIGNED BY ALL COUNCIL MEMBERS IN ATTENDANCE
- II. ROLL CALL OF ELECTED GOVERNING OFFICIALS
- III. DISCUSSION

**Resolution No. 2026-084-R**: Authorizing Agreement with The Southeastern Conference for Hosting 2027-2030 SEC Softball Tournament at Toyota Field

**Resolution No. 2026-161-R**: Authorizing an Appropriation Agreement with the Madison County Convention and Visitors Bureau for SEC Tournament Support Services

**Ordinance No. 2026-082**: Authorizing Amended and Restated Lease, License, and Management Agreement with BallCorps, LLC (First Reading February 23, 2026)

**Ordinance No. 2026-083**: Amending Chapter 10 of the Madison City Code pertaining to distribution of Lodging Tax (First Reading February 23, 2026)

#### IV. ADJOURNMENT

**Agenda Note:** It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.

**RESOLUTION NO. 2026-084-R**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE SOUTHEASTERN CONFERENCE FOR HOSTING SEC SOFTBALL TOURNAMENT AT TOYOTA FIELD**

**WHEREAS**, the Southeastern Conference, an Alabama unincorporated association, (“SEC”) has requested for the City to host the annual SEC softball tournament (“Tournament”) at Toyota Field in the City of Madison from 2027-2030; and

**WHEREAS**, in exchange for the SEC designating the City of Madison as the Tournament host city and providing for the operation of the Tournament, the City is willing to enter into a License Agreement with the SEC to provide use of Toyota Field and certain other support for the Tournament; and

**WHEREAS**, the City Council finds and determines that entering into the License Agreement with the SEC to provide for the Tournament serves the public purposes of supporting tourism, recreation, and education in the City of Madison;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that it hereby approves a License Agreement with the Southeastern Conference, an Alabama unincorporated association, substantially similar in form, purpose, and content to the License Agreement attached to this Resolution.

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or her designee shall be hereby authorized for the entire term of the License Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a special-called meeting of the City Council of the City of Madison, Alabama, on this 17<sup>th</sup> day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

APPROVED this \_\_\_\_ day of April 2026.

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*Ranae Bartlett, Mayor*  
**City of Madison, Alabama**

THE SOUTHEASTERN CONFERENCE  
SOFTBALL CHAMPIONSHIP  
VENUE LICENSE AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into on this **17<sup>th</sup> day of April, 2026** (the “Effective Date”), by and between the City of Madison, Alabama, a municipal corporation in the State of Alabama (“Owner”), and the Southeastern Conference, an Alabama unincorporated association (the “SEC”).

**WHEREAS**, the SEC is an unincorporated association that has requested use of the Stadium (as defined below) to host the 2027, 2028, 2029, and 2030 SEC Softball Tournaments and related activities (each such SEC Softball Tournament and its related activities, a “Tournament”); and

**WHEREAS**, pursuant to Owner’s License Agreement, dated April 17, 2026 (as the same has been or may be amended, the “License Agreement”), with BallCorps, LLC (“Manager”), the Stadium is designated as a multi-purpose venue, and Owner has the right and ability to utilize the Stadium for “City Events” other than minor league baseball games; and

**WHEREAS**, Owner desires to allow the SEC the use of the Stadium as a “City Event” as provided in the License Agreement and in accordance with the terms hereof; and

**WHEREAS**, the City Council of the City of Madison has determined that the Tournament will serve the public purpose of promoting tourism within the City of Madison, and the Tournament will otherwise promote the public health, safety, and welfare of the City of Madison.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

**1. Tournament.**

(a) Initial Term; Tournament Period. In consideration of the public benefits accruing to Owner and its citizens in connection with each Tournament, Owner hereby grants to the SEC, and the SEC hereby accepts, an exclusive license to use for each Tournament (i) the stadium currently known as Toyota Field located at 500 Trash Panda Way, Madison, Alabama 35758, and all locker rooms, clubhouses, umpire rooms, batting cages, press boxes, multi-purpose rooms, concessions and parking areas located therein or adjacent thereto (which, together with all other facilities and equipment therein, is referred to as the “Stadium”), and (ii) the fields and gymnasium space located in and around the Town Madison Wellness Center at 190 Graphics Drive, Madison, Alabama 35758 (the “Wellness Center” and, together with the Stadium, the “Facilities”). The foregoing license is for each of the following periods (as such periods may be changed or expanded by the SEC as provided herein, each a “Tournament Period”):

- From 8:00 a.m. CT on Sunday, May 9, 2027, to 11:59 p.m. CT on Sunday, May 16, 2027
- From 8:00 a.m. CT on Sunday, May 7, 2028, to 11:59 p.m. CT on Sunday, May 14, 2028

- From 8:00 a.m. CT on Sunday, May 6, 2029, to 11:59 p.m. CT on Sunday, May 13, 2029
- From 8:00 a.m. CT on Sunday, May 5, 2030, to 11:59 p.m. CT on Sunday, May 12, 2030

The Tournament played during a given year shall be deemed to run for the entire Tournament Period set forth above for such year. Each Tournament Period may be changed by the SEC with at least 90 days' prior written notice to Owner. Notwithstanding the foregoing, each Tournament Period is subject to the approval of Major League Baseball ("MLB"), provided that (y) Owner shall use commercially reasonable efforts to secure for the SEC the Tournament Periods set forth above (and, if applicable, in any extension notice provided under **Section 1(b)**) and (z) MLB's approval shall be deemed to have been given unless MLB objects to such Tournament Period by the May 1<sup>st</sup> of the calendar year immediately preceding such Tournament Period (or, in the case of any changes to such Tournament Period made by the SEC after such date, within 30 days of such changes). If the MLB timely objects to any Tournament Period, the parties shall work together in good faith to select an alternative Tournament Period (subject to the SEC's rights under **Section 6**).

(b) Renewal Option. The SEC shall have the option to extend the term of this Agreement for an additional two-year period to cover the 2031 and 2032 SEC Softball Tournaments (the "Additional Tournaments"), by providing written notice to Owner on or before June 30, 2029. If the SEC elects to extend this Agreement pursuant to the immediately preceding sentence, (i) each Additional Tournament shall be deemed a "Tournament" hereunder, (ii) all terms and conditions set forth herein shall apply to such Tournaments, and (iii) the SEC shall specify the applicable Tournament Period for each such Tournament at the time such notice of extension is provided to Owner, provided that such Tournament Periods shall be in the calendar month of May for each applicable year and shall not exceed a period of eight consecutive days.

(c) Authority. Owner represents and warrants that it has the authority and ability to enter into this Agreement and to fulfill its obligations hereunder pursuant to the License Agreement. Owner acknowledges and agrees that, except as provided herein, the operation of each Tournament, and the SEC's rights with respect thereto, shall be governed by that certain Venue and Championship Event Agreement, dated on or around the date hereof, between the SEC and Manager (the "Event Agreement").

(d) Rental of Facilities Pursuant to License Agreement. As provided in Article X, Section A of the License Agreement, Owner will provide notice to Manager of its intention to designate the Tournament as one of Owner's ten (10) designated "City Events" throughout the Term of this Agreement. Due to the public benefits accruing to the City of Madison as a result of this Agreement, Owner will not charge the SEC rental or any other fees for use of the Facilities for any Tournament.

## **2. Owner Obligations.**

(a) Exclusive Use of the Facilities. During the entirety of each Tournament Period, Owner shall ensure the Facilities are available for the exclusive use of the SEC for the Tournament games, practices and accompanying SEC-approved functions; provided, however, that employees

of Owner shall be permitted to access the cardio and weight rooms at the Wellness Center during each Tournament Period so long as such use does not unreasonably interfere with any participating team's use thereof.

(b) Police Escorts; Directions. Owner shall (i) arrange for a police escort for each participating team with respect to any travel within Owner's city limits between the Stadium, the Wellness Center and such team's hotel, in each case during the entirety of the Tournament Period; and (ii) provide a reasonable amount of wayfinding and decorative signage within the Town Madison development to direct spectators to the Tournament.

(c) Wellness Center Maintenance. Owner shall ensure that the practice fields located at the Wellness Center are in a condition that is clean, well-maintained, safe, and suitable for SEC player warm-ups and practices during each Tournament Period.

(d) Provision of Ambulance. Owner shall arrange to have an ambulance on-site at the Stadium for the duration of each Tournament Period to provide paramedic support for emergencies and player injuries during the Tournament. The SEC acknowledges that in the event of a Force Majeure Event or other public emergency, an ambulance may be temporarily unavailable.

### **3. Advertising, Marketing, and Promotions.**

(a) Trademarks. Except pursuant to the SEC's specific, prior written approval, Owner may not use, license, reproduce, or copy a Tournament logo or any trademark or servicemark of the SEC or of any of its member institutions. The SEC hereby grants Owner a limited, non-exclusive license, revocable at any time upon notice to Owner by the SEC, and expiring in any event at the conclusion of the applicable Tournament Period, to use and reproduce, solely relating to a Tournament Period, Tournament logos and the SEC's trademarks and servicemarks (and in connection with use of the SEC's trademarks and servicemarks, the trademarks and servicemarks of the SEC member institutions) only (i) for purposes of promoting and marketing the Tournament (but not for direct pecuniary compensation to Owner), (ii) in accordance with the provisions of this Agreement and (iii) after receiving prior written approval from the SEC of the copy and concept to be used for promoting or marketing the Tournament. Owner shall have no other rights to use, license, relicense, assign, or otherwise benefit from the trademarks or servicemarks of the SEC or of any of its member institutions. Local patrons or contributors enlisted by Owner to support its efforts as host may not use the trademarks or servicemarks of the SEC or of any of its member institutions, including the Tournament-specific mark (*i.e.*, the Tournament logos), for any purpose. In no event shall an individual or entity other than an official SEC Corporate Sponsor be referred to as a "sponsor" of the Tournament.

(b) Signage. Owner grants to the SEC permission to hang signage that faces outward from the Stadium (including signage within the Stadium that is visible from the outside of the Stadium) at the SEC's sole cost and expense for the duration of each Tournament Period. The SEC shall submit signage and installation plans to the Planning Department of Owner at least thirty (30) days prior to each Tournament Period for location and safety review. Owner acknowledges and agrees that the SEC's right to hang and display signage at the Stadium that is not visible from street level outside the Stadium shall be as set forth in the Event Agreement.

**4. Exclusive Right to Broadcast.** The SEC owns and retains all television, pay-per-view, cable, radio, internet, mobile, digital and other rights to tape, broadcast, rebroadcast and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit each Tournament and any and all portions of each Tournament (including media interviews and pre- and post-game material and events) throughout the universe by any and all means, uses and media now known or hereafter developed (collectively, "Broadcast Rights"). If and to the extent Owner has or shall have any such Broadcast Rights, Owner hereby irrevocably assigns, conveys and transfers all such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer.

**5. Right of Inspection.** The SEC shall be entitled to conduct an inspection of the Facilities not earlier than 30 days prior to the start of each Tournament to verify that the areas specified in this Agreement are acceptable to the SEC. At least thirty (30) days prior to the inspection, the SEC will coordinate visits and inspections with Owner's Facilities Department.

**6. Assurances; Term and Termination.**

(a) Assurances.

- (i) Owner Assurances. At any time prior to a Tournament, if the SEC reasonably believes that Owner will not be able to fulfill its obligations hereunder, or any event or occurrence has impacted or altered the Facilities such that they are no longer suitable to host such Tournament, the SEC will provide written notification of such circumstances to Owner. If Owner is unable to provide reasonable assurances that such obligations will be fulfilled or such conditions will be cured prior to the beginning of the applicable Tournament, the SEC shall be entitled to terminate this Agreement upon written notice to Owner, without prejudice to any other rights or remedies that it might have.
- (ii) SEC Assurances. The SEC agrees (i) not to engage in any act that mars, defaces or destroys any part of the Facilities and (ii) to surrender possession of the Facilities at the conclusion of each Tournament Period.

(b) Term; Termination. Subject to **Section 1(b)**, the term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2030 (such term, together with any extensions thereof pursuant to the terms of this Agreement, the "Term"). Either party shall be entitled to terminate this Agreement upon written notice to the other party, without prejudice to any other rights or remedies that it might have, if a material breach of this Agreement by the other party occurs and either (A) such breach is uncurable or (B) if curable, the responsible party shall have failed to cure such breach within 30 days after receiving notice thereof. In addition, the SEC may terminate this Agreement upon written notice to Owner, without prejudice to any other rights or remedies that it might have, if:

- (i) MLB objects to the dates of any Tournament Period as provided in **Section 1(a)** and the parties are unable to agree on suitable replacement dates (as determined in the SEC's sole discretion); or

(ii) the Event Agreement terminates for any reason.

(c) Temporary Suspension. Notwithstanding anything herein to the contrary, if MLB objects to the dates of any Tournament Period as provided in **Section 1(a)** and the parties are unable to agree on suitable replacement dates (as determined in the SEC's sole discretion), then, in lieu of terminating this Agreement pursuant to **Section 6(b)(i)**, the SEC may temporarily suspend this Agreement (upon written notice to Owner) with respect to the Tournament to be held during such Tournament Period, in which case each party shall be excused from its obligations hereunder with respect to such Tournament. Following such Tournament, this Agreement and each party's obligations hereunder shall be reinstated for the remainder of the Term.

(d) Assumption of Obligations under Event Agreement. Without limiting any of the foregoing remedies or any other rights the SEC may have under this Agreement or the Event Agreement or otherwise, if Manager notifies the SEC or the SEC otherwise becomes aware less than 180 days prior to the start of any Tournament Period that Manager will be unable to fulfill any or all of its obligations under the Event Agreement with respect to such Tournament Period, then, upon the SEC's written request, Owner shall reasonably assist the SEC in finding a replacement manager to fulfill such obligations for such Tournament Period (provided that the SEC shall have no obligation to utilize any replacement manager it deems unsuitable in its sole discretion).

## **7. Insurance**

(a) Owner will maintain, throughout each Tournament Period, all-risk property insurance coverage for the Facilities (including all fixtures and equipment) providing protection to the extent of 100% of the replacement cost thereof. At least 60 days prior to each Tournament Period, Owner shall furnish the SEC with a certificate of insurance showing that such policy is in force and in effect. Such insurance policy shall be placed with an insurance company reasonably acceptable to the SEC and admitted to do business in Alabama and carrying a current rating of at least B++ in "Best's Insurance Guide."

(b) SEC will maintain, throughout each Tournament Period, commercial general liability insurance on an occurrence basis, with combined limits of at least \$1 million per occurrence and \$3 million in the aggregate for bodily injury and property damage. The SEC shall cause Owner to be listed as an additional insured on the policy specified in this **Section 7(b)** and provide a copy of certificates and endorsements verifying such insurance coverage upon Owner's written request.

**8. Hold Harmless; Subrogation; Waiver of Claims**. The SEC shall indemnify, defend, and hold harmless Owner and its respective officers, directors, elected officials, duly authorized agents, and employees from any and all third-party claims and any losses, damages, and reasonable expenses or attorneys' fees arising therefrom, in each case to the extent arising from any breach by the SEC of its obligations or duties pursuant to this Agreement or from any gross negligence or willful misconduct by the SEC or any of its employees, contractors, vendors, agents, representatives or personnel. To the extent allowed by Owner's insurance carrier, Owner, on behalf of itself and its insurers, shall waive all rights of subrogation against the SEC, its member institutions, and their respective directors, officers, employees, contractors, students, agents and

representatives for any loss or damage to the Facilities or other property damage incurred by Owner in connection with any Tournament. Following the execution of this Agreement, Owner shall in good faith seek to obtain a waiver of subrogation endorsement covering the Tournament Period, and Owner will provide a copy of said waiver to the SEC at least 90 days prior to each Tournament Period. In addition, the SEC and its member institutions, their respective directors, officers, employees, contractors, students, agents and representatives shall not be responsible or liable to Owner or any third party for any loss or damage to the Facilities or otherwise incurred by Owner in connection with any Tournament, except to the extent such loss or damage is covered by the SEC's insurance policy set forth in **Section 7(b)**.

**9. Publicity.** Owner shall not issue any press release, public statement or announcement or similar publicity relating to the transactions contemplated by this Agreement without first obtaining the prior written consent of the SEC.

**10. Miscellaneous.**

(a) Assignment. No party shall have the right to assign this Agreement or any rights hereunder (whether by operation of law or otherwise) without the prior written consent of the other party.

(b) Force Majeure. No party shall be responsible for any performance under this Agreement when prevented from doing so by an act of God, war, riot, acts or threats of terrorism, catastrophe, weather phenomenon, governmental orders or advisories, epidemic, pandemic or other similar risk of spreading of or exposure to communicable diseases, or any other legitimate condition beyond the reasonable control of the party claiming such condition that was not contemplated hereunder and was not reasonably foreseeable (whether or not similar to the foregoing) (each, a "Force Majeure Event"), provided that such party notifies the other party as soon as reasonably possible and uses commercially reasonable efforts to avoid, mitigate and circumvent such condition. The foregoing rights are in addition to any rights the parties may have under doctrines of impossibility/impracticability or frustration of purpose.

(c) Waiver. No waiver of any provision hereof shall be effective unless in writing, signed by the waiving party, nor shall any such waiver be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision hereof. A party's failure to enforce, or delay in enforcing, any of its rights under this Agreement shall not be deemed a waiver of any of those rights or any other rights under this Agreement.

(d) Independent Contractor Relationship. The relationship between the parties under this Agreement is wholly independent. Nothing herein contained shall create or be deemed to create any agency, employment, partnership, franchise, joint venture or other relationship between the parties hereto other than licensor and licensee, and no party shall have power or authority to bind the other party in any manner whatsoever or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of such other party.

(e) Notices. All notices, communications, reports and statements to be given hereunder shall be sent in writing and shall be deemed to have been duly given (i) when transmitted by electronic mail (if sent during normal business hours on a business day and otherwise on the next

business day) or (ii) three days after being mailed by registered mail or certified mail, return receipt requested, postage prepaid, in each case to the following addresses:

If to the SEC:

The Southeastern Conference  
2201 Richard Arrington Jr. Blvd., N.  
Birmingham, AL 35203-1103  
Attn: Greg Sankey, Commissioner  
E-mail: tdaniels@sec.org and jhammond@sec.org

If to Owner:

Mayor's Office  
100 Hughes Road  
Madison, AL 35758  
Attn: Legal Department  
E-mail: mayorsoffice@madisonal.gov and legal@madisonal.gov

(f) Amendment. None of the terms of this Agreement may be amended or modified except as expressly agreed to in writing by the parties.

(g) Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all prior agreements, representations, oral statements, and understandings between the parties, in each case with respect to the subject matter hereof.

(h) Survival. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect. Moreover, if any provision of this Agreement establishes, with respect to any party or beneficiary, any right and/or obligation that expressly or by implication is to be in effect after the termination or expiration of this Agreement, such provision shall be binding upon the parties for such period of time as may reasonably be required in order to give full effect to its intended application.

(i) Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement and all obligations to be performed hereunder, time is of the essence.

(j) Choice of Law; Forum. This Agreement and the terms and provisions of this Agreement shall be interpreted and construed in accordance with, governed by, and enforced in accordance with the laws of the State of Alabama without regard to principles of conflicts of law. Any litigation, action, or proceeding arising out of or relating to this Agreement and solely between the parties hereto shall be instituted solely and exclusively in the state or federal courts in Madison County, Alabama. Each party hereby waives any objection that it might have now or hereafter to the venue of any such litigation, action or proceeding, submits to the jurisdiction of any such court, and waives any claim or defense of inconvenient forum. Owner consents to service of process by certified or registered mail, return receipt requested, at its address set forth above and expressly waives the benefit of any contrary provision of law.

(k) Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) Counterparts. This Agreement may be executed in multiple counterparts with the same effect as if the parties executing the several counterparts had all executed the same document. Counterparts may be delivered via facsimile, electronic mail, or other electronic transmission method (*e.g.*, DocuSign), and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

CITY OF MADISON, ALABAMA

By: \_\_\_\_\_  
Ranae Bartlett, Mayor

Attest: \_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

SOUTHEASTERN CONFERENCE

By: \_\_\_\_\_  
Greg Sankey, Commissioner

**RESOLUTION NO. 2026-161-R**

**A RESOLUTION APPROVING AN APPROPRIATION AGREEMENT WITH THE  
MADISON COUNTY CONVENTION AND VISITORS BUREAU  
FOR TOURNAMENT SUPPORT SERVICES**

**WHEREAS**, the Southeastern Conference, an Alabama unincorporated association, (“SEC”) and the Madison County Convention and Visitors Bureau (“CVB”) have provided for the annual SEC softball tournament (“Tournament”) to take place at Toyota Field in the City of Madison from 2027-2030; and

**WHEREAS**, the City Council has approved a License Agreement with the SEC to provide use of Toyota Field and to provide certain other support for the Tournament; and

**WHEREAS**, in exchange for the CVB providing for Tournament coordination services, professional field changeover services, and other support, the City is willing to enter into an Appropriation Agreement (“Agreement”) to provide funding each Tournament year for the CVB to provide services that the City could otherwise provide; and

**WHEREAS**, the City Council finds and determines that entering into the Agreement with the CVB to provide the Tournament support services listed above serves the public purposes of supporting tourism, recreation, and education in the City of Madison;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that it hereby approves an Appropriation Agreement with the Madison County Convention and Visitors Bureau (CVB), which is substantially similar in form, purpose, and content to the Agreement attached to this Resolution.

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the conditions precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to the CVB in the amount(s) and manner authorized by the Agreement accepted by passage of this Resolution.

**READ, PASSED, AND ADOPTED** at a special-called meeting of the City Council of the City of Madison, Alabama, on this 17<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_ day of April 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama

## CONTRACT AGREEMENT

Between

**The City of Madison, Alabama**

and

**The Huntsville/Madison County Convention & Visitors Bureau (CVB)**

For Support of the SEC Softball Championships at Toyota Field

Effective: Fiscal Year 2027 through Fiscal Year 2030

### 1. PURPOSE

This Agreement is made and entered into by and between the City of Madison, Alabama (“City”) and the Huntsville/Madison County Convention & Visitors Bureau (“CVB”) to provide financial support for the hosting of the Southeastern Conference (SEC) Softball Championship at Toyota Field, beginning in Fiscal Year 2027 and continuing through Fiscal Year 2030. The purpose of this Agreement is to ensure that the City’s financial contributions are directed toward the field changeover expenses and related operational costs required to successfully stage the SEC Softball Championship at Toyota Field.

### 2. TERM

This Agreement shall commence on October 1, 2026, aligning with the beginning of Fiscal Year 2027 (FY27), and shall remain in effect through September 30, 2030 (FY30), unless amended or terminated in accordance with Section 7 of this Agreement.

### 3. CITY OF MADISON RESPONSIBILITIES

The City of Madison agrees to provide financial contributions to the CVB in support of the SEC Softball Championships at Toyota Field according to the following payment schedule:

Fiscal Year	Payment Amount	Notes
FY27 (2027)	\$400,000	Up to \$400,000, with ability to offset this amount using any state grants secured in FY26.
FY28 (2028)	\$300,000	Direct payment from the City to the CVB.
FY29 (2029)	\$150,000	Direct payment from the City to the CVB.

FY30 (2030)

\$150,000

Direct payment from the City to the CVB.

All payments shall be made by the City to the CVB no later than March 31 of each applicable fiscal year. Funds shall be earmarked exclusively for field changeover expenses and related operational costs associated with hosting the SEC Softball Championship.

#### **4. CVB RESPONSIBILITIES**

The CVB agrees to:

- Administer the funds provided by the City solely for the purpose of supporting the SEC Softball Championship at Toyota Field.
- Disburse funds to Ballcorps, Inc. (d/b/a Rocket City Trash Pandas) or its designated vendors for approved expenses.
- Maintain detailed financial records and receipts documenting the use of City funds.
- Provide the City with an annual report summarizing the expenditures and event impact, including estimated economic benefit and attendance.

#### **5. USE OF FUNDS**

Funds provided under this Agreement shall be restricted to:

- Field conversion and restoration costs (baseball to softball configuration);
- Facility preparation and upgrades directly supporting the SEC event;
- Equipment rental and labor associated with changeover and teardown;
- Other related expenses approved in writing by both the City and CVB.

No funds shall be used for administrative overhead, unrelated marketing, or general operating expenses of the CVB.

#### **6. STATE GRANT OFFSET**

If the City of Madison or the CVB receives state grant funds in Fiscal Year 2026 (FY26) or thereafter for the purpose of supporting the SEC Softball Championship, such grant funds shall reduce the City's FY27 payment obligation on a dollar-for-dollar basis.

Example: If a \$100,000 state grant is awarded in FY26 for this purpose, the City's FY27 contribution shall be reduced from \$400,000 to \$300,000.

#### **7. TERMINATION AND AMENDMENT**

This Agreement may be terminated early by mutual written consent of both parties, or amended by written agreement between the City and the CVB to adjust funding levels, event timing, or other provisions. In the event the SEC Softball Championship is cancelled, relocated, or materially altered, both parties shall meet promptly to determine the appropriate reallocation or refund of any unspent funds.

**8. RECORDS AND AUDIT**

The CVB shall maintain complete and accurate financial records of all funds received and expended under this Agreement for a minimum of three (3) years after the conclusion of the 2030 championship. The City reserves the right to audit or review these records at any reasonable time upon written notice.

**9. NON-BINDING ON FUTURE APPROPRIATIONS**

The City’s financial commitments under this Agreement are subject to annual appropriation by the Madison City Council. Nothing herein shall be construed as creating a multi-year debt or financial obligation beyond funds duly appropriated in each fiscal year.

**10. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

CITY OF MADISON, ALABAMA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HUNTSVILLE/MADISON COUNTY CONVENTION & VISITORS BUREAU

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 2026-082**

**AN ORDINANCE AUTHORIZING AMENDED & RESTATED  
LEASE, LICENSE, AND MANAGEMENT AGREEMENT  
WITH BALLCORPS, LLC**

**WHEREAS**, the City of Madison (“City”) has constructed and leased to BallCorps, LLC, an Arizona limited liability company (“BallCorps”), a multi-purpose venue encompassing a baseball stadium (the “Venue”) for the operation of the Rocket City Trash Pandas baseball team and other BallCorps-sponsored events; and

**WHEREAS**, the City and BallCorps have undertaken negotiations to amend the agreement due to Major League Baseball (“MLB”) regulations and the parties’ desire to collaborate on current and future capital projects at the Venue; and

**WHEREAS**, the City and BallCorps propose to enter into an amended and restated Venue License, Lease, and Management Agreement (the “Amended License Agreement”), which will restructure certain revenue and expense provisions, provide for collaboration in the construction of current and future Venue capital projects, provide for construction of new parking to better serve the Venue, incorporate MLB terms into the License Agreement, and provide for other updates to the Agreement; and

**WHEREAS**, the City expects the public benefits to be derived from the Venue to continue to include, among others, (i) increased tax revenue to the City, (ii) increased employment opportunities for City residents, (iii) increased regional exposure for and tourism into the City, and (iv) increased overall quality of life for City residents, notwithstanding any benefits to be derived by BallCorps from the City’s expenditure of public funds for the Venue; and

**WHEREAS**, Section 94.01 of the *Alabama Constitution of 2022*, as amended, authorizes municipalities to (1) lease, on terms approved by the governing body of the municipality, real property and buildings to business entities for the purpose of constructing, developing, equipping, and operating commercial facilities of any kind; and (2) lend its credit to, or grant public funds and things of value in aid of, or to, any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the municipality, notwithstanding any benefits to such private parties;

**BE IT HEREBY ORDAINED AND RESOLVED** by the City Council of the City of Madison, Alabama, as follows:

**Section 1. Findings of Fact**

The City Council (the “Council”) of the City of Madison, Alabama (the “City”), upon evidence duly presented to and considered by it, does hereby find, determine, and declare that:

- (a) BallCorps, LLC, has presented an Amended and Restated Venue Lease, License, and Management Agreement (“Amended License Agreement”) to the City, and a form of the Amended License Agreement has been submitted to the Council.
- (b) It is in the interest of the City that the City enter into the Amended License Agreement in order to provide increased tax revenues for the City, increased employment opportunities within the City, and create additional economic activity both at the Venue site and in the surrounding area.
- (c) Pursuant to Section 94.01 of the Alabama Constitution of 2022, the City is authorized to grant public funds and things of value for the purpose of promoting the economic development of the City. The Project will promote the continued economic development of the City and will serve a valid and sufficient public purpose, notwithstanding any incidental, financial, material, or other benefits accruing to any private person, entity, or entities, as a result of such expenditures, such beneficiaries to include without limitation, BallCorps, Major League Baseball, Mark Holland, High Performance Management Group, LLC, and other BallCorps investors.
- (d) It is in the public and financial interest of the City, pursuant to Section 94.01, to enter into the Amended License Agreement and to undertake such obligations in furtherance of the public benefits described in this Ordinance and the Amended License Agreement.
- (e) Pursuant to Section 94.01, the City held an opportunity for public comment at a regular meeting of the City Council on February 23, 2026, at Madison City Hall. Notice of the meeting was published in *The Madison Record*, which is a newspaper in circulation in the municipality, on or about February 11, 2026. The notice described in reasonable detail the action proposed to be taken and the public benefits sought to be achieved by the action, and it identified each individual, firm, corporation, or other business entity to whom or for whose benefit the city proposes to lend its credit or grant public funds or things of value.

- (f) The Council adopts the preceding Recitals listed in this Ordinance, all of which are incorporated in this Section by this reference.

**Section 2. Authorization of Amended Lease, License, and Management Agreement**

The execution and delivery of, and the performance by the City under, the Amended License Agreement are hereby authorized and approved. The Mayor is authorized to execute and deliver the Amended License Agreement, said Agreement to be substantially similar in form, purpose, and intent to the form presented to the Council this date and identified as “Amended and Restated Lease, License, and Management Agreement,” and the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**Section 3. Further Actions**

The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, documents, and certificates incidental or related to the License Agreement and the actions contemplated within it, to publish a summary of this Ordinance, and to take such other actions as shall be necessary and appropriate to carry out the transactions that this Ordinance contemplates.

**Section 4.** This Ordinance shall be effective upon its adoption and publication as provided by law.

**Section 5.** If any clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**READ, PASSED, AND ADOPTED** at a special-called meeting of the City Council of the City of Madison, Alabama, on this 17<sup>th</sup> day of April 2026.

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*Maura Wroblewski, Council President  
City of Madison, Alabama*

ATTEST:

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*Lisa D. Thomas, City Clerk-Treasurer*

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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*Ranae Bartlett, Mayor  
City of Madison, Alabama*

**AMENDED AND RESTATED**  
**VENUE LICENSE, LEASE, AND MANAGEMENT AGREEMENT**

**By and Between**

**BALLCORPS, LLC**

**and**

**CITY OF MADISON, ALABAMA**

\_\_\_\_\_, 2026

**AMENDED AND RESTATED**  
**VENUE LICENSE, LEASE,**  
**AND MANAGEMENT AGREEMENT**

This Amended and Restated Venue License, Lease, and Management Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **BALLCORPS, LLC**, an Arizona limited liability company authorized to do business in the State of Alabama (“BallCorps”), and the **CITY OF MADISON, ALABAMA**, a municipal corporation (the “City”) (BallCorps and the City are sometimes herein referred to collectively as the “Parties,” or singularly as each “Party”).

**ARTICLE I**  
**RECITALS**

A. BallCorps and the City are parties to that certain Venue License, Lease, and Management Agreement dated February 13, 2018, as amended by Amendment No. 1 dated November 16, 2018 (collectively, the “Current Agreement”),

B. The Parties desire to amend and restate the Current Agreement to (i) restructure certain revenue and expense provisions to provide for capital improvements during the term of this Agreement, (ii) collaborate in the construction of a facility to be situated in left field at the Venue (the “New Left Field Building” or “NLFB”), and (iii) construct new parking to better serve the Venue (the “Parking Improvements”) (collectively, the “2025 Venue Improvements”).

C. The Parking Improvements are conceptually described on Exhibit I(C)(1) attached hereto. The NLFB is more particularly described on Exhibit I(D) attached hereto.

D. It is the intention of the Parties that the modifications to the revenue and expense terms set out herein will be effective on January 1, 2026 (the “Effective Date”), but other provisions herein relating to the Venue Improvements represent commitments between the Parties and will be implemented in accordance with the timeline set forth herein and in the Venue Improvement Agreement attached as Exhibit I(D), as referenced in Article XVI(B) hereinbelow.

E. BallCorps owns and operates the professional baseball club currently known as the Rocket City Trash Pandas (the “Club”) which currently plays in the Southern League (the “Southern League”) of Professional Development League Standards.

F. BallCorps and the City desire that BallCorps continue to cause the Club to play its home baseball games and to provide community non-baseball events in a multi-use venue that among many different uses satisfies the MLB PDL Facility Standards (the “Venue,” as further defined in this Agreement together with the “Venue Area” as defined in this Agreement).

G. The City plans to finance the construction of the 2025 Venue Improvements with the proceeds of cash balances, and subject to applicable law, the City may borrow money and/or issue additional debt to finance Venue capital improvements over the life of this Agreement.

H. The City is entering this Agreement for the public purposes of providing economic, recreational, cultural, and community development opportunities for residents of the City who will attend events at the Venue, to provide additional employment opportunities for City residents, to expand the economic and tax base of the City, as well as to increase regional exposure for and tourism into the City.

I. The Site is situated in and around a key development area, which the City's Comprehensive Plan has identified as highly suited for important continued urban expansion, development, and renewal, and which is integral to the City's ongoing efforts to facilitate redevelopment and improve and bring new commerce, public entertainment, and quality of life improvements along the Interstate 565 corridor.

J. The City has determined that the 2025 Venue Improvements are in the public interest and serve a valid and sufficient public purpose by encouraging and promoting tourism and economic activity in and around the Site, which will result in positive economic benefits to the City and surrounding area, notwithstanding any benefits that BallCorps will derive.

K. The City, upon due investigation has found and determined that the consideration provided to the City pursuant to this Agreement is reasonable and fair.

L. Upon the satisfaction of certain conditions contained in this Agreement, the City may construct additional capital improvements at the Venue and will continue to lease and license certain use of the same to BallCorps under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BallCorps and the City agree as follows:

## **ARTICLE II** **DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set forth below.

A. [Intentionally Deleted].

B. "Annual Maintenance Budget" shall have the meaning set forth in Article IV(D) hereof.

C. "Applicable Lodging Tax Proceeds" or "Applicable Lodging Taxes" shall mean the portion of City Lodging Taxes dedicated to City debt service for the Venue and associated capital improvements as currently provided in Section 10-230 of the City Code of the City of Madison, as well as any amendments or replacements thereof.

D. "Applicable Sales Tax Proceeds" shall mean and include all City Sales Tax Proceeds and all Liquor Tax Proceeds remitted by BallCorps, BallCorps Food and Beverage, and their related entities, less and except proceeds dedicated to public school purposes. City Sales

Tax Proceeds are equal to a 3.0% portion of the City Sales Taxes that are levied, collected, and received by the City each fiscal year.

E. “BallCorps Areas” shall mean the areas necessary for operation of the Club designated on the Plans and Specifications as administrative offices, team store(s), designated storage areas, certain parking, the NLFB, the Club locker room during the baseball season, and coaching offices during the baseball season and, subject to the terms of the Management Agreement, all kitchens, food and beverage preparation, storage and sales areas.

F. “BallCorps Events” shall mean BallCorps Home Baseball Games and BallCorps Non-Baseball Events scheduled at the Venue by BallCorps.

G. “BallCorps Food and Beverage” shall mean BallCorps Food and Beverage, LLC, which is the entity that provides concessions services at the Venue and holds applicable food and beverage service and alcoholic beverage service licenses.

H. “BallCorps Home Baseball Games” shall mean all home Regular Season and all postseason and exhibition games of the Club (including games with its Major League Baseball affiliate) in which the Club is a participant that are scheduled by MLB PDL to be held at the Club’s home ballpark.

I. “BallCorps Maintenance Obligations” shall have the meaning set forth in Article IV(C)(1).

J. “BallCorps Non-Baseball Events” shall mean any event that is not a BallCorps Home Baseball Game or a City Event and is an event including but not limited to concerts, exhibition games (excluding BallCorps exhibition games), or other sporting events conducted at the Venue.

K. “Board of Advisors” shall have the meaning set forth in Article XXIII hereof.

L. “Broadcast Rights” shall mean the exclusive worldwide right, on a live or delayed basis, to record, publish, display, produce, distribute and reproduce programming by means of the transmission or retransmission of electronic signals, including over-the-air VHF and UHF signals, internet or otherwise “online”, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, as well as recorded visual images with or without sound, including photographs, films, videotapes and cartridges. Broadcast Rights shall also include the copyrights for any such programming or portions thereof and the exclusive right to make, use, sell and license the same for commercial or non-commercial purposes.

M. “Capital Maintenance” shall mean certain repairs, replacements, long term maintenance, or other capital expenditures identified in a Capital Maintenance Schedule developed as set forth in Article IV(D).

N. “Capital Maintenance Fund” shall have the meaning set forth in Article IV(D) herein.

O. “Capital Maintenance Schedule” shall have the meaning set forth in Article IV(D) herein.

P. “City Construction Debt” shall mean any additional City debt including loans, warrants, and issuance costs, issued to finance capital projects at the Venue.

Q. “City Event” shall mean any event, activity, or program held at the Venue associated with the City and is not a BallCorps Event. City Event days shall be mutually agreed upon at least ninety (90) days prior to each event. BallCorps Event days, including but not limited to all baseball games, shall have first priority.

R. “City Maintenance Obligations” shall have the meaning set forth in Article IV(C)(2).

S. “City Sales Tax” shall mean collectively:

1. The privilege license and excise taxes levied by the City, which are authorized and levied as sales and use taxes pursuant to Chapter 10, Article III of the *Code of Ordinances, City of Madison, Alabama*, and which consist of:

(a) a three and one half percent (3.5%) privilege license tax on persons engaged in the business of selling at retail any tangible personal property within the City (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the City, generally measured by the gross sales or receipts of such businesses, and

(b) a three and one half percent (3.5%) excise tax on the storage, use, or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the City, generally measured by the sales price of such property; and

2. Any privilege license and excise taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license and excise taxes.

3. The privilege license fee levied and assessed for the privilege of doing business in the City in Chapter 10, Article I of the *Code of Ordinances, City of Madison, Alabama*.

T. “Club” shall have the meaning set forth in Article I(E).

U. “Effective Date” shall have the meaning set forth in Article I(D).

V. “Event Days” shall mean all City Events and BallCorps Events.

W. “Event Day Costs” shall mean the costs associated with the Venue Services for Venue Events.

X. “Food and Beverage Concessions” shall mean all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all Venue Events, whether through fixed or portable stands, machines or vendors, including but not limited to, dining, Suite waitperson service, catering, concessions vending, vending machines, roving vendors, picnics, snack bars and any other food or beverages served at the Venue.

Y. “Food and Beverage Concessions Equipment” shall mean all equipment required to store, prepare, display, service, distribute and sell Food and Beverage Concessions at the Venue.

Z. “Liquor Tax” shall mean all taxes collected and remitted by BallCorps, BallCorps Food and Beverage, and their related entities pursuant to Chapter 4, Article IV of the Madison City Code entitled “Liquor Excise Tax.”

AA. “Lodging Taxes” shall mean taxes levied by the City, which are authorized and levied as lodging taxes pursuant to Chapter 10, Article VIII of the *Code of Ordinances, City of Madison, Alabama*, as well as any privilege license taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license taxes. For the avoidance of doubt, Lodging Taxes shall include all Applicable Lodging Tax Proceeds.

BB. “Management Agreement” shall mean that certain Management Agreement by and between BallCorps and the City dated February 13, 2018 providing for the management and operation of the Venue, a copy of which is attached hereto as Exhibit II(BB).

CC. “Naming Rights” shall have the meaning set forth in Article VIII.

DD. “MLB PDL Facility Standards” means the facility standards required by MLB PDL with respect to the condition, design, maintenance, operation and upkeep of the Venue’s physical facilities (including the playing field) as set forth in the PDL Rules and Regulations and as may be amended or modified from time to time.

EE. “Naming Rights Sponsor” shall mean the entity after whom the Venue shall be named pursuant to the Naming Rights Agreement.

FF. “NLFB Plans and Specifications” shall mean those attached as Exhibit I(D) hereto, as referenced in Recital C.

GG. “Novelties and Souvenirs” shall mean any product, item, device, souvenir, novelty, supply or other similar kind of personal property. Novelties and Souvenirs shall include, but are not limited to, baseball caps and hats, bats, T-shirts, sweatshirts, jerseys and pullovers, baseballs, baseball and other sports and entertainment trading cards, baseball gloves, scorecards, programs, souvenir books and other products related to the forgoing products or related to or sold at the Venue.

HH. “Parking Areas” shall mean those areas marked as “Parking Areas” on Exhibits I(C)(1) and II(VV) attached. Such area(s) shall be a surface parking lot or lots, which are well-lighted, landscaped, paved, and striped.

II. “Parking Plans and Specifications” shall mean the conceptual parking lot plan attached as Exhibit I(C)(1) hereto, as referenced in Recital C.

JJ. “Permanently Affixed Venue Signage” shall mean all advertising signage at the Venue that is permanently affixed to any interior portion of the Venue including, the outfield fence(s) and other field surface walls surrounding the field and around the concourse, picnic areas, suite level, foul poles, lighting structures, dugouts and the service level. It shall also include marquee signage at or near the entrances to the Venue. All Permanently Affixed Venue Signage, and all temporary signage displayed during BallCorps Events on the interior of the Venue shall be determined by BallCorps. Venue signage visible from City right of way or an adjacent property is subject to City review, which shall not unreasonably be withheld. All Permanently Affixed Venue Signage on the exterior of the Venue must be approved by both the Board of Advisors and the City in their reasonable discretion. City and BallCorps agree that in determining the reasonableness of interior signage, the parties shall use as the standard what is commonly permitted for interior signage, video boards, advertising, and electronic displays at other modern Professional Development League System Class AA and Class AAA ballparks and in accordance with all applicable PDL Rules and Regulations. Without limiting the foregoing, it is the parties’ intention that all signage will be approved unless it is demonstrated to violate the City’s Zoning Ordinance in place on November 16, 2018, compliance with applicable City Building Codes, and community standards of good taste and morality. For the avoidance of doubt, approved signage shall include: (i) all current interior facing signage, (ii) all current signage on free-standing structures within the ballpark including, but not limited to, video boards, batter’s eyes, bars, concession structures, and group area structures, and (iii) all replacements of any or all of the foregoing, subject to compliance with Building Codes. Signage improvements identified in the Venue Improvement Agreement (Exhibit I(D) to this Agreement), associated with the NLFB that comply with the Zoning Ordinance are conceptually approved.

KK. “Plans and Specifications” shall mean the preliminary plans and specifications attached in Exhibit I(D), which must be approved by the City’s Planning Commission, and which, subject to the City’s regulations, may be amended by mutual agreement of the Parties, specifically describing the design of the Venue, Venue Area, and all included amenities.

LL. “Regular Season” shall mean those professional baseball games that are played in any calendar year by and between baseball teams in the Southern League pursuant to scheduling by MLB PDL excluding pre-season, spring-training, exhibition, all-star, postseason or playoff games.

MM. “Scoreboard Advertising” shall mean any and all advertising displayed on the Venue scoreboard, including audio, video and message center advertising.

NN. “Site” shall mean the site located contiguous to Interstate 565 known as Town Madison, more particularly described in Exhibit II(OO).

OO. “Suites” shall mean those areas designated as Suites in the Plans and Specifications.

PP. “Team Store(s)” shall mean the merchandise store(s) located within the Venue, which is more specifically described in the Plans and Specifications.

QQ. “Term” shall have the meaning set forth in Article III(A).

RR. “Town Madison Cooperative District” shall mean the Town Madison Cooperative District, a public corporation organized under the laws of the State of Alabama.

SS. “Untenantability Period” means the period following the determination by MLB PDL, in a written directive, declaration, or ruling addressed to BallCorps (sent in good faith and not at the request of BallCorps) and provided to the City that the condition of the Venue is such that MLB PDL prohibits the playing of BallCorps Home Baseball Games at the Venue, in each case pursuant to which a BallCorps Home Baseball Game cannot reasonably be held, or reasonably be foreseen to be held, at the Venue in accordance with MLB PDL standards for exhibition of MLB PDL games, as such standards may be determined and applied by MLB PDL from time to time; provided that such standards are consistently applied without discrimination in application to the Club, BallCorps or the Venue.

TT. “Utilities” shall mean the electricity, gas, water, sanitary and storm sewer, garbage and trash collection services, WiFi/cable, and telephone services utilized at the Venue and in the Venue Area.

UU. “Venue” shall mean the existing multi-use venue and planned NLFB that among many different uses encompasses a stadium in compliance with MLB PDL Facility Standards located in the City of Madison, Alabama, within the Venue Area, all of which is more specifically described in the Plans and Specifications and Exhibit II(UU).

VV. “Venue Area” shall mean all areas as designated on the attached Exhibit II(VV).

WW. “Venue Equipment” shall have the meaning set forth in Exhibit I(D) hereof.

XX. “Venue Events” shall mean all BallCorps Home Baseball Games, City Events, and all other BallCorps Events.

YY. “Venue Improvement Agreement” shall mean the agreement attached hereto as Exhibit I(D).

ZZ. “Venue Improvement Budget” shall have the meaning set forth in Section 4.01 of Exhibit I(D).

AAA. “Venue License Fees” shall mean and consist of the following:

1. Venue License Fees Owed. Venue License Fees owed by BallCorps to the City on an annual basis shall mean the greater of subsections (a) or (b) below, as modified by the Applicable Sales Tax Proceeds payment described in subsection (c).

(a) An amount equal to:

(i) the existing annual bond payment being paid by the City for the Venue, currently approximately Three Million Two Hundred Thousand Dollars (\$3,200,000), **plus**

(ii) annual City debt payments for City Construction Debt; **minus**

(iii) Applicable Lodging Tax Proceeds;

(b) One Million Dollars (\$1,000,000) except in years 2026-2028, for which Venue License Fee payments are specified as follows:

(i) 2025 payment (payable in 2026 pursuant to Article IV.A.1.): Paid according to 2018 License Agreement.

(ii) 2026 payment (payable in 2027 pursuant to Article IV.A.1.): One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

(iii) 2027 payment (payable in 2028 pursuant to Article IV.A.1.): One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000).

(c) City shall credit the annual Applicable Sales Tax Proceeds remitted by BallCorps, BallCorps Food and Beverage, and their related entities toward BallCorps' Venue License Fee Payment.

2. Reduction of Lodging Tax Rates. In the event the City or any other governmental body reduces the rate of Applicable Lodging Taxes applied to City Construction Debt service obligations related to the Venue described in Section AAA(1)(a) above, the annual Venue License Fees shall be set at One Million Dollars (\$1,000,000) per year.

3. Increase of Lodging Tax Rate. BallCorps acknowledges and agrees that the City may increase the rate of its Lodging Taxes by increasing the tax rate above 9% plus \$2.00 per night, and the City will retain tax revenues from any rate increases. No Lodging Tax proceeds collected as a result of rate increases above the tax rate as of the Effective Date, will be included in the Applicable Lodging Taxes.

4. Reduction of Lodging Tax Collections. In the event that Applicable Lodging Taxes actually collected and received by the City in a given year amount to less than the prior year, then the Applicable Lodging Tax Proceeds for the Venue License Fees calculation shall be the greater of the current fiscal year's Applicable Lodging Taxes collected or a rolling three-year average.

5. Confirmation of Venue License Fees for Capital Projects. The Parties acknowledge that the actual amount of Venue License Fees Owed described in Section AAA(1)(a) above shall be established based on the City's actual construction costs for any capital projects (excluding capital projects that are already the City's obligation under this Agreement), including change orders upon which the parties agree in writing, and any associated loan or annual bond payment schedules for the improvements as they are established in the contractor agreements and loan documents.

BBB. "Venue Manager" shall have the meaning set forth in the Management Agreement.

CCC. "Venue Services" shall mean and consist of the following:

1. Operation Services. The operation and staffing of the Venue scoreboard, the public address system, the box office, security within the Venue Area, all ticket booths and ushering services, first-aid room, the opening and closing of the Venue and the operation of all Venue facilities (excluding BallCorps Areas) at all Venue Events.

2. Field Preparation. In accordance with Article IV(C) field preparation in advance of baseball games or other on-field Venue Events which shall include, but not be limited to, lining the field, preparation of the unsodded areas of the field, installation of bases, modification or restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and other Venue Events.

3. Janitorial Services. The cleaning and maintenance of the interior portions of the Venue Area during and after all Venue Events, including the stocking of all restrooms with paper products as required prior to such events, the pickup and disposal of all trash collected immediately after such events and any necessary clean-up of trash and debris from the Venue Areas used by attendees of Venue Events. All janitorial services provided to the Venue Area shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all legal requirements.

4. Pre-Event Venue Services. The preparation of the Venue for any Venue Event as may be required, including, but not limited to, conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment, installation of any additional sound equipment and/or temporary lighting that may be required for the Venue Event.

**ARTICLE III**  
**TERM**

A. Term of Agreement. This Agreement is effective and enforceable immediately upon execution by the Parties. The term of BallCorps' license rights under this Agreement, plus any extension (collectively the "Term"), commenced on April 1, 2020 (the "Commencement Date") and shall expire, unless extended or sooner terminated as provided herein, on December 31, 2050.

B. Options by BallCorps. BallCorps may extend this Agreement on the terms set forth herein for up to two (2) successive additional terms of five (5) years each by giving notice in writing to the City before one (1) year prior to end of the then current Term.

**ARTICLE IV**  
**FINANCIAL TERMS**

A. Venue License Fees.

1. Venue License Fees. Commencing on the Effective Date, throughout the Term of this Agreement, on or prior to April 15 of each year during the Term hereof, the City shall receive annually an amount equal to the Venue License Fees. On or prior to March 31 of each year during the Term hereof, the Parties shall provide to each the information needed to calculate Venue License Fees (i.e., Applicable Lodging Taxes, City Sales Taxes remitted, City Construction Debt payments, etc.) for the prior calendar year. Venue License Fees shall be due and payable on April 15 of each year during the Term hereof. Subject to Articles XX and XXII(B) hereof, City's rights to receive Venue License Fee payments are owed to City for each year of this Agreement, cumulatively.

2. City Events. The Parties shall in good faith charge and allocate all Event Day Costs in an equitable manner. All net revenue from City Events shall be immediately paid to BallCorps within thirty (30) days of the City Event.

3. BallCorps Non-Baseball Events. BallCorps shall receive and retain all revenue, net of expenses, produced from BallCorps Non-Baseball Events.

4. Naming Rights. BallCorps shall retain all revenue from Naming Rights.

5. Parking Revenue. Any parking revenue from Venue Events in all Parking Areas described on Exhibit II(VV) shall be collected and retained by BallCorps. Staffing of the Parking Areas and establishing the cost of parking in all Parking Areas shall be the responsibility of BallCorps.

B. Revenue Retention. BallCorps shall be entitled to collect and retain all revenues received from the operations of the Venue, regardless of its source, including (but not limited to) all City Events, Team Events, BallCorps Home Baseball Games, parking, Naming

Rights, signage, Permanently Affixed Venue Signage, Scoreboard Advertising, ticket sales and licenses, suite and club rentals or sublicenses, souvenirs and other merchandise, concessions, programs, hospitality, catering and pouring or beverage advertising revenue, other vending or licensing revenues, exterior and I-565 signage, scoreboard advertising, Broadcast Rights and advertising, and all other operating revenues from all BallCorps Home Baseball Games and BallCorps Non-Baseball Events. BallCorps shall also retain all revenues collected from sales of Novelties and Souvenirs at all City Events. BallCorps payments to the City shall be limited to the Venue License Fees.

1. Notwithstanding this Section, BallCorps, BallCorps Food and Beverage, and related entities shall pay to the City all City Sales Tax and Liquor Tax Proceeds collected by BallCorps and/or its affiliates in accordance with state and local law.

C. Maintenance.

1. BallCorps Maintenance. BallCorps shall pay and be responsible for Venue Area maintenance including, but not limited to, day-to-day interior maintenance, but not turf replacement (provided, however, BallCorps will be responsible for incidental turf replacement to specific, limited areas, e.g., behind home plate), of the playing field and landscaped areas inside the Venue Area, which maintenance shall include regular mowing, watering, fertilizing, and other chemical treatments required to maintain the field and landscaping at professional stadium quality and the grounds in an attractive and clean condition, specialized turf care as required, such as aeration and other treatments which are required to maintain the quality of the field as defined herein, recycling requirements and the maintenance of all unsodded areas of the field and Venue Area (the “BallCorps Maintenance Obligations”).

2. City Maintenance. As part of the City Maintenance Obligations, the City shall provide, at its expense, all capital maintenance required at the Venue, excluding BallCorps Maintenance Obligations, including repairs, replacements, long-term maintenance and other capital expenditures required to maintain the Venue as a first-class professional baseball facility in compliance with MLB PDL Facility Standards, including those which are to be identified on the Capital Maintenance Schedule described in Section IV(D) below (“City Maintenance Obligations”).

3. Reimbursement. In the event either Party pays any costs for which the other Party is responsible, reimbursement shall be made to the Party not responsible by the Party responsible within thirty (30) days after being invoiced for the same.

4. Quality. All maintenance to be provided by either party shall be done in a timely and workmanlike manner.

D. Capital Maintenance Fund. The City shall establish a maintenance fund (the “Capital Maintenance Fund”) for the long-term maintenance needs of the Venue to maintain the Venue in proper repair and condition.

1. The primary purpose of the Capital Maintenance Fund shall be to assure that the Venue remains a first-class minor league facility compliant with MLB PDL Facility Standards and an asset to Madison and the surrounding community. The City shall deposit annually a sum not less than Three Hundred Thousand Dollars (\$300,000) (the “Maintenance Contribution”) into the Capital Maintenance Fund. However, from the Effective Date of this Amended Agreement until January 2028, the City will not be obligated to make said deposit.

2. Under the recommendation of the Board of Advisors, such Capital Maintenance Fund shall be used for the City Maintenance Obligations or other capital improvements. In 2026, the City and BallCorps shall promptly develop a long-term Capital Maintenance Schedule (the “Capital Maintenance Schedule”) based on the maintenance plan prepared and developed by the Venue architects, Populous and Gilbert, McLaughlin, Casella Architects. The Board of Advisors and the City shall review and not unreasonably withhold, condition or delay its approval of an annual maintenance budget covering City Maintenance Obligations (the “Annual Maintenance Budget”) to be recommended by BallCorps in consultation with the Board of Advisors each year in accordance with the timing and procedures to be mutually agreed in good faith between BallCorps and the City. The Annual Maintenance Budget shall be developed using (but not controlled by) the Capital Maintenance Schedule, but may be altered with consent of both BallCorps and the City Council.

E. Agreements for Capital Projects. Prior to the issuance of any City Construction Debt, BallCorps and the City shall execute an agreement for capital projects for which the City shall incur City Construction Debt. Said agreement shall be similar in form to the Venue Improvement Agreement, which is Exhibit I(D) to this Agreement, and shall provide for project scope, cost, timeline, and other related matters. City will follow all applicable laws and procedures related to the issuance of debt and the award of related construction contracts.

F. Status of Venue License Fees. If in Venue License Fee payment default to the City, BallCorps shall not make dividend distributions to its investors until its Venue License Fees obligation in a given year has been fully satisfied.

## **ARTICLE V**

### **CITY’S OBLIGATIONS**

In consideration of the covenants, terms, and conditions set forth in this Agreement, the City and BallCorps agree as follows:

A. Intentionally Left Blank.

B. Lease. In consideration of BallCorps' payments to the City cited in Article IV, as well as the terms and conditions contained in this Agreement, the City hereby leases and lets the Venue to BallCorps, and BallCorps leases and lets the Venue from the City, for the Term provided for in Article III. The Parties shall enter into a Memorandum of Lease to give record notice of the lease of the Venue from the City to BallCorps.

C. Parking.

1. BallCorps Parking Areas. For the Term of this Agreement, City shall provide to BallCorps, and BallCorps shall manage the use of and access to the Parking Areas described on Exhibit II(VV) during Venue Events, but City may allow public parking when Venue Events are not occurring. BallCorps acknowledges and agrees that Existing Paved Parking Area B described in Exhibit II(VV) is complete once landscaping has been completed. BallCorps further acknowledges and agrees that upon the completion of Parking Area C described in Exhibit II(VV) and Exhibit I(C)(I), which improvements provided by the City shall include paving, lighting, landscaping, and striping, the City has met all parking requirements for BallCorps. Parking shall be developed in accordance with the City's Urban Center District zoning regulations, which require high quality site and architectural design, and in accordance with the Venue Improvement Agreement in Exhibit I(D). Exhibit I(C)(I) is conceptual in nature only.

D. Security. The City, at its expense and sole discretion, shall determine and be responsible for providing all reasonable security necessary on the exterior of the Venue for all Venue Events and for the interior of the Venue for all City Events. BallCorps, at its expense and sole discretion, shall determine and be responsible for providing all security it deems necessary for the interior of the Venue for all BallCorps Events.

## **ARTICLE VI** **BALLCORPS' OBLIGATIONS**

A. MLB PDL Approvals. City acknowledges that BallCorps has delivered all approvals and consents of MLB PDL to evidence to the City BallCorps' right and ability, subject to the PDL Rules and Regulations, to play BallCorps Home Baseball Games at the Venue during the Term of this Agreement.

B. BallCorps Home Baseball Games. Except as may be required pursuant to the PDL Rules and Regulations or due to the occurrence of a Force Majeure Event or an Untenantability Period, the Club shall play all of its BallCorps Home Baseball Games at the Venue, provided, however, the Club may from time-to-time hold a game (not more than two per season) at the ballpark of its major league affiliate ("MLB Game"), as well as special events planned by MLB PDL such as "Rickwood" or "Field of Dreams" games (not more than one or two per season). At BallCorps' sole cost and expense, BallCorps or an affiliate thereof will provide Venue Services throughout the Venue Area at all BallCorps Home Baseball Games. BallCorps and/or the Venue Manager, pursuant to the Management Agreement, will retain, employ, compensate, train, and manage sufficient numbers of personnel to provide such services

in a quality and professional manner. BallCorps shall be responsible for all damage to the Venue or any portion thereof (exclusive of ordinary wear and tear) that occurs during a BallCorps Event.

C. City Events and BallCorps Non-Baseball Events. Pursuant to the terms of the Management Agreement, BallCorps shall provide Venue Services at City Events and BallCorps Non-Baseball Events. BallCorps shall provide at least seventy five (75) BallCorps Non-Baseball Events each calendar year when baseball games are not scheduled. The City acknowledges that BallCorps may also host Non-Baseball Events on days when there are also baseball games. BallCorps shall provide a list of Non-Baseball Events held in the immediately preceding year to the City by March 31 each year as a part of the annual documentation of Venue License Fees referenced in Article IV(A).

D. Additional Development. BallCorps shall have the right to develop or enhance, at its expense, additional areas within the perimeter of the Venue Area (which development or enhancement will be consistent with and an addition to the overall Venue experience for visitors) with the consent of City, and further, which consent shall not be unreasonably withheld, conditioned or delayed. The City may not materially modify the Venue during the Term without the consent of BallCorps. Any additional development or enhancement within the Venue Area by BallCorps will be subject to the approval of the City, which shall not be unreasonably withheld, conditioned or delayed.

E. Venue Maintenance. BallCorps, either directly or through the Venue Manager, shall oversee all maintenance, restoration, replacement, and repairs for the Venue Area and all components thereof and improvements thereon, of whatever kind and nature, foreseen or unforeseen, as may be necessary to keep the entire Venue Area in first class condition and repair, including but not limited to the major maintenance, restoration, repair and replacement of all structural (including, without limitation the roofing and roof components) and concrete components, all heating, air conditioning, ventilating, plumbing, and electrical systems, playing surface replacement, field drainage systems, field lighting system (including field lighting installation and reinstallation), Venue scoreboard, Venue Area lighting, Parking Area improvements and lighting, grandstands, sound system, seating, bleachers, elevators, entry way area, glass, walls, roof, sidewalks and exterior landscaping maintenance, and all maintenance, repairs and restoration of Venue Equipment. The obligation to pay for such maintenance is set forth in Article IV(C) hereinabove.

F. Alcoholic Beverage Permit. BallCorps shall (either on its own behalf, through Venue Manager, or through a related entity acceptable to the City) obtain and maintain applicable alcoholic beverages permits in good standing at its expense throughout the Term. The City will assist, as appropriate, BallCorps' acquisition of a full liquor license applicable to appropriate areas within the Venue.

## **ARTICLE VII**

### **CONCESSIONS; NOVELTIES & SOUVENIRS**

A. Concessions Manager. In consideration of the covenants, terms and conditions set forth in this Agreement, BallCorps and the City agree that BallCorps or an affiliate thereof shall act as the exclusive provider of Food and Beverage Concessions at the Venue

pursuant but subject to the terms of the Management Agreement. BallCorps shall, at its sole discretion, but pursuant to the Management Agreement, have the right to subcontract or sublicense for the provision of Food and Beverage Concessions at the Venue to a qualified third party reasonably acceptable to the City. Any such third party will be subject to the same obligations as would BallCorps if it provided these services directly.

B. Novelties. Nothing contained in this Agreement shall be construed to limit the City from selling or authorizing a third party to sell Novelties and Souvenirs at City Events, provided that the City will not at any time sell or authorize the sale of Food and Beverage Concessions by parties other than the Venue Manager under the terms of the Management Agreement nor can it sell baseball novelties. BallCorps shall receive all net revenue from the sale of Novelties and Souvenirs at the Venue during City Events. Any such sales by the City shall be from temporary displays. The City will not be entitled to sell merchandise out of the Team Store(s). Notwithstanding the foregoing, or anything else herein to the contrary, BallCorps shall retain all revenue from the sale of all Club-related Novelties and Souvenirs at all Venue Events and from all sales of any type from the Team Store. To the extent permitted by law, the City shall not provide vendor licenses allowing the sale of food and beverage or of baseball novelties on the sidewalks within the Venue Area.

## **ARTICLE VIII** **VENUE NAMING RIGHTS**

BallCorps will work in good faith, with the cooperation and assistance of the City, to market the naming rights for the Venue (the “Naming Rights”) to a Naming Rights Sponsor. For the initial term, and all renewal terms, of the Naming Rights Agreement, which is anticipated to be five (5) to ten (10) years, BallCorps shall receive all revenues related to Naming Rights for the Venue. The Naming Rights sponsorship agreement shall be mutually agreed upon between the City and BallCorps and shall be in accordance with all applicable PDL Rules and Regulations.

## **ARTICLE IX** **VENUE USE**

A. BallCorps’ Rights and Obligations.

1. Use of Venue Prior to Completion. BallCorps shall be permitted to use appropriate portions of the Venue, consistent with the terms and conditions of this Agreement including the BallCorps Areas as soon as such areas are completed and approved for occupancy. The City shall use its best efforts to cause to have issued appropriate occupancy permits for the same as soon as such areas are completed. The Parties shall establish the various rights and responsibilities of the Parties for such use prior to the issuance of said occupancy permits.

2. BallCorps Home Baseball Games.

(a) Scope. BallCorps shall have exclusive use of the Venue for conducting BallCorps Home Baseball Games during the Term. Such use

shall include that portion of each such day reasonably necessary for the event.

(b) Ticketing. BallCorps shall be exclusively responsible for all ticket printing, sales and distribution related to BallCorps Home Baseball Games. The Venue Manager shall provide all ticket services for all City Events and other BallCorps Events, at no additional charge. In satisfaction of this obligation, BallCorps shall have the right to designate the identification of seating at the Venue and to conduct such ticket sales at the Venue box office at all times it deems proper. BallCorps may, in its discretion, issue complimentary admissions to each BallCorps Home Baseball Game to BallCorps and visiting team personnel, guests and officials and representatives of the media. BallCorps shall have the right to charge any amount it deems appropriate for tickets for admission to BallCorps Home Baseball Games.

(c) City Home Baseball Game Vouchers and Suite Usage. BallCorps shall provide at no cost to the City, for the City's use, as may be reasonably requested by the City, complimentary vouchers for tickets for admission for BallCorps Home Baseball Games and Venue Events in an amount equal to twenty-five (25) vouchers for each home game during each baseball season. These tickets shall be used only by City personnel and their guests and shall not be resold or otherwise distributed. BallCorps will provide use of a suite for ten (10) games and/or Venue Events per season at no cost to the City on dates each season to be mutually agreed upon, which shall be mutually agreed upon thirty (30) days following the release of the Club's schedule for the following season (estimated to be approximately August 1 of each year). Tickets for Venue Events promoted or produced by third parties, or where such tickets are not available to BallCorps at no cost (e.g., concerts), must be purchased by the City if the City elects to do so.

### 3. Suites / Specialty Seating.

(a) Suites. For the Term of this Agreement, BallCorps shall have the exclusive right to sublease or sublicense each of the Suites, subject to the City's rights set forth in Section IX(A)(2)(c) above, for BallCorps Home Baseball Games. Any such sublessee or licensee shall, subject to reasonable limitations or conditions which may be established by the City, have the right to purchase from the City twenty (20) tickets to each City Event (which shall entitle the sublicense to occupy the suite for that event) and shall have the right to utilize the suite at any non-ticketed City Event.

(b) Suites, Outdoor Decks, and Furnishings. The Plans and Specifications of the 2018 License Agreement set forth the number, capacity, furnishings and amenities of Suites and Outdoor Decks.

4. Administrative Offices. As described in the Plans and Specifications and within the Project Budget, BallCorps shall be provided professional office space for no less than twenty-five (25) to thirty (30) BallCorps' professional business staff. In order to facilitate the satisfaction of its obligations undertaken pursuant to this Agreement and to perform its business as anticipated under the Agreement, BallCorps shall at all times during the Term of this Agreement have the right of access to and exclusive use of all BallCorps Areas. All equipment, desks, phones, and other personal property required for the Administrative Offices shall be BallCorps' sole cost and responsibility.

5. Team Store and Box Offices. During the Term of this Agreement, BallCorps shall have the exclusive right to occupy and operate the Team Store.

6. City Control. Subject to BallCorps' license rights during the Term of this Agreement, the City does not relinquish and does retain full ownership of the Venue and Venue Area. Therefore, all duly authorized representatives of the City shall have reasonable access to all areas of the Venue and Venue Area at any time and on any occasion.

## **ARTICLE X** **SCHEDULING**

It is understood that BallCorps shall, during the Term, be granted priority use of the Venue for BallCorps Home Baseball Games and exhibition baseball games. Nonetheless, the City and BallCorps agree to work together and in good faith to efficiently and effectively accomplish a scheduling of events at the Venue. As such, the Parties have adopted the following scheduling procedure:

A. Proposed Schedule/City Events. As soon as the Club's schedule is issued by MLB PDL but no later than January 15 of each year, BallCorps shall provide the City a schedule of BallCorps Home Baseball Games and Club practice schedules including potential postseason tournament game dates as accurately as possible. Prior to January 15 of each year, BallCorps shall deliver to the City those dates upon which BallCorps desires to conduct up to ten (10) BallCorps Non-Baseball Events including, but not limited to, concerts, festivals, charitable events, and other appropriate uses at the Venue during such year. Within thirty (30) days thereafter, the City shall provide BallCorps with those dates upon which the City desires to conduct up to ten (10) City Events at the Venue during such year. For City Events, use of Venue space will be rent free, but City will pay for catering, cleaning, necessary BallCorps staffing, and other applicable charges. Subject to priority use of the Venue by BallCorps for professional baseball use, the parties will work together in good faith to permit use of the Venue for high school baseball teams in Madison County as a City Event. Night games will be limited in number by mutual agreement. Utilities will not be charged for high school baseball games, but field preparation, staffing, cleanup, etc. will be charged. On or before February 15 of each year, BallCorps will establish a schedule of charges for actual costs which would be incurred and charged for Venue use.

B. Remaining Dates. Thereafter, all remaining dates, or series of dates for multi-day events, may be utilized on a first-come, first-served basis by providing written notice to the other party, with the express understanding that use of the field will be limited from time to time both by Club practices and to preserve the quality and safety of the field surface in accordance with Article IX. The Parties agree to work together in good faith and with the Venue Manager under the terms of the Management Agreement to schedule any events earlier than the process outlined above may contemplate. The Parties also agree to work together in conjunction with the Board of Advisors to maximize usage of the stadium and to, wherever possible, reschedule smaller or movable events to accommodate larger and/or less movable events.

## **ARTICLE XI** **MARKETING**

Except as otherwise set forth herein, each Party shall be responsible for its own marketing. BallCorps shall be responsible for and have the exclusive right of marketing BallCorps Events. The City shall be exclusively responsible for marketing City Events.

## **ARTICLE XII** **ADVERTISING**

A. Permanently Affixed Venue Signage and Scoreboard Advertising. BallCorps shall have the exclusive right to sell, and collect the revenues from, all Permanently Affixed Venue Signage, and Scoreboard Advertising for BallCorps Home Baseball Games. The City can use Scoreboard Advertising and temporary signage as it deems appropriate during City Events.

B. Advertising at City Events. Subject to the limitations contained in this Agreement, the City shall have the right to sell and retain revenue generated from the sale of advertising associated with City Events, including but not limited to, temporary signage, advertising on the field-side scoreboard message center and video display, print media and broadcast media. Such advertising shall be provided at the City's cost and shall not replace or cover existing advertising except where appropriate to secure a particular event.

## **ARTICLE XIII** **BROADCAST RIGHTS**

A. BallCorps' Broadcast Rights. BallCorps shall, subject to all applicable PDL Rules and Regulations, have exclusive ownership and control over Broadcast Rights associated with BallCorps Home Baseball Games. All revenue generated by BallCorps relating to such Broadcast Rights shall be retained exclusively by BallCorps.

B. City's Broadcast Rights. The City shall have exclusive ownership and control over Broadcast Rights associated with City Events. All revenue generated by the City relating to such Broadcast Rights shall be retained exclusively by the City. All costs incurred in connection with the broadcast of City Events shall be the responsibility of the City.

C. Special Events Broadcast Rights. The Parties shall determine the ownership and control over and the allocation of revenue and costs associated with Broadcast Rights associated with special events.

#### **ARTICLE XIV** **UTILITIES**

The parties agree that in consideration of the rights and obligations set forth in this Agreement, BallCorps shall be obligated to pay seventy five percent (75%) of Utility expenses incurred by either Party in connection with the operation of the Venue and Venue Area, and the City shall pay twenty five percent (25%). The City will use best efforts to obtain favorable rates from local Utility providers, but the Parties acknowledge that Utility providers make the rate determinations. Utilities shall be in the name of BallCorps, and BallCorps shall have responsibility for payment of all bills and charges for such Utilities.

#### **ARTICLE XV** **EQUIPMENT**

A. BallCorps' Obligations. BallCorps shall supply, maintain, repair and replace, at its expense, its own office equipment and furniture for its administrative offices as preliminarily described on a furniture, fixtures and other equipment list, and shall maintain, repair and replace all baseball equipment.

B. City's Obligations. The City, within the Project Budget, will provide all Venue Equipment, unless otherwise specified herein. Any changes to Venue Equipment as described in Exhibit I(D)(D) shall be mutually agreed upon.

#### **ARTICLE XVI** **COVENANTS**

A. BallCorps' Covenants.

1. Taxes and Encumbrances. BallCorps shall pay promptly when due any taxes due to the City that are the responsibility of BallCorps to collect and/or pay. To the extent any work is done at the request of and for the sole benefit of BallCorps and for which a supplier or contractor has lien rights arising from nonpayment, BallCorps further covenants that it will not permit any mechanics liens or similar encumbrance to exist against the Venue or any property therein and shall, within thirty (30) days of any such lien or encumbrance being asserted against the Venue or any property therein as a result of action or inaction by BallCorps, either cause the same to be released of record, or obtain title or other insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

2. PDL License Agreement. BallCorps shall use good faith commercially reasonable efforts to preserve and maintain the Rocket City Trash Pandas PDL License Agreement throughout the Term.

3. Equal Employment Opportunity And Employment of City Residents. BallCorps agrees and covenants to the City that it is presently and will continue to be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination. Further, BallCorps agrees and covenants to the City that it will use commercially reasonable efforts to engage the services of City residents who are qualified for Venue Services performed pursuant to this Agreement.

4. Prohibition Against Dangerous Materials and Substances. BallCorps agrees not to bring into the Venue any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Venue, or which is likely to constitute a hazard to property therein without the approval of the City. The parties acknowledge that common field maintenance chemicals and supplies, cleaning solvents, and fireworks displays are all to be reasonably used at the Venue. The City will not indemnify BallCorps for any damage caused by such materials and substances at a BallCorps Event.

B. City's Covenants/Compliance. The City shall maintain the Venue in accordance with the terms hereof and MLB PDL Facility Standards, and in substantial compliance with the Plans and Specifications, all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances which apply to the Venue, including the Americans With Disabilities Act, as well as all applicable Environmental Laws. Further, the City shall fund and construct the NLFB and the Parking Improvements in accordance with the Venue Improvement Agreement attached hereto as Exhibit I(D).

## **ARTICLE XVII**

### **INDEMNIFICATION AND INSURANCE**

#### A. Indemnification

1. Indemnification of the City by BallCorps. BallCorps agrees to indemnify and hold harmless the City, each MLB PDL Entity and their respective officers, directors, elected officials, duly authorized agents, and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges, expenses, or attorneys' fees incurred in connection with, or by reason of any act, omission or negligence of BallCorps or the Venue Manager for its, or their, duly authorized agents, or any breach of this Agreement, in connection with BallCorps' or the Venue Manager's activities pursuant to this Agreement. For the avoidance of any doubt, BallCorps shall not indemnify or hold harmless the City from any fines, penalties, costs, fees or damages related to or arising out of City's intentional or willful failure or refusal to ensure that the Venue meets MLB requirements.

2. Indemnification of BallCorps by the City. To the extent allowed by law and subject to approval by the City's municipal insurance provider, subject to any tort claim limitations, and up to the extent of any applicable insurance proceeds, the City agrees to indemnify and hold harmless BallCorps, each MLB PDL Entity and their respective members, officers, directors, duly authorized agents, and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including any fines imposed by MLB PDL for failure to maintain a ballpark in compliance with the MLB PDL Facility Standards, and also including attorneys' fees, incurred in connection with, or by reason of any act, omission or negligence of the City or its officers, directors, elected officials, duly authorized agents, and employees, but only for those acts or omissions in the line and scope of their respective duties, or any breach of this Agreement, in connection with the City's activities pursuant to this Agreement.

B. BallCorps Insurance Policies. BallCorps shall, effective on the date of BallCorps occupancy of the Venue, obtain and maintain throughout the Term of this Agreement, comprehensive public liability coverage including personal injury liability and contractual liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars (\$1,000,000) and an aggregate of Five Million Dollars (\$5,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of One Million Dollars (\$1,000,000) combined single limits (CSL) bodily injury and property damage per accident; a general umbrella policy of Five Million Dollars (\$5,000,000); and workers compensation coverage at statutory limits to protect BallCorps' permanent and temporary employees. Such coverage shall be evaluated every fifth (5<sup>th</sup>) year during the term hereof and BallCorps, in conjunction with the City, will determine if increases in the amount of coverage are reasonably warranted. BallCorps will name the City as an additional insured on the public liability policy and provide certificates and endorsements of all insurance or original policies as they shall be on file prior to the beginning of the Term of this Agreement. BallCorps' policies shall not include an exclusion for fireworks or other dangerous materials or substances, and its policies shall provide for thirty (30) days' prior notice to the City for any material amendments to or cancellations of coverage. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of Alabama.

C. City Insurance Policies. City shall maintain property and casualty insurance throughout the Term of this Agreement with respect to the Venue, in such amounts and covering such risks as are usually insured against by holders of property similar to the Venue. The City's municipal insurance provider shall provide the insurance coverage required herein.

## **ARTICLE XVIII**

### **DESTRUCTION OF VENUE**

A. Restoration after Destruction. If the Venue or any part of the Venue Area is wholly or partially destroyed, the City shall, at its expense, promptly commence and diligently complete the restoration of the Venue (or applicable portion of the Venue Area) to substantially the same condition as of the date of the Venue's original completion, with all subsequent improvements, reasonable wear and tear excepted. However, City's financial obligations in such

event shall not exceed the City's insurance proceeds paid after such destruction. If the Venue should be substantially destroyed during the last five (5) years of the Term, the City may terminate this Agreement. Any repair activities shall be timed and organized in such a manner to facilitate BallCorps' ability to play the BallCorps Home Baseball Season games at the Venue and to the degree feasible, and the City agrees to cooperate with BallCorps on all such decisions.

B. Payment of Rent. Should the Venue be made untenable by BallCorps as a result of such destruction, BallCorps' obligation to maintain the Venue shall abate until the Venue is restored as detailed above. BallCorps' payment obligations pursuant to Article IV shall abate during the period in which the Venue is totally unusable by BallCorps. If only a portion of the Venue is rendered unusable, BallCorps' payment obligations shall be equitably reduced, as determined by the Parties' representatives in good faith, taking into account BallCorps' prior use of the destroyed portion of the Venue and the potential of such portion to generate revenue for BallCorps based upon attendance over the immediately preceding three (3) year period. Neither party shall be liable to the other for lost profits during such time.

C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility. If the Venue or a material portion of the Venue becomes unavailable on a temporary basis by reason of either partial destruction or repair or restoration, or for any other reason, including a Force Majeure Event or an Untenability Period, the City shall utilize commercially reasonable efforts to assist BallCorps in locating a temporary facility in which the Club may play BallCorps Home Baseball Games until the Venue is restored.

## **ARTICLE XIX** **CONDEMNATION**

In the event that any portion of the Venue or material portion of the Venue is taken from BallCorps pursuant to any right of eminent domain exercised by the State of Alabama, and such taking renders the Venue unfit for its intended purpose, BallCorps shall receive a portion of any award granted with respect to such taking. In the event that any portion of the Venue or material portion of the Venue is taken from BallCorps pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order BallCorps shall have the independent right to make a claim against the condemner for and retain any award based thereon for the reasonable value of lost profits, improvements made to the Venue by BallCorps, if any, and for the expenses, attorney fees and costs incidental to relocating from the Venue including, but not limited to, the lost value of this Agreement. Finally, in such event, BallCorps shall have the right to terminate this Agreement within One Hundred Eighty (180) days of such taking.

## **ARTICLE XX** **FORCE MAJEURE**

BallCorps and the City agree that neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"):

(a) acts of God; (b) tornado, flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or lockouts; (i) suspension of play of baseball by MLB PDL; (j) shortage of players, adequate power or transportation facilities; (k) pandemic; and (l) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “Impacted Party”). The Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

## **ARTICLE XXI**

### **ASSIGNABILITY AND TRANSFERABILITY**

A. City Assignment. The City may, without consent of BallCorps, but subject to the prior receipt of all necessary PDL Approvals, and pursuant to Alabama law, assign this Agreement for administrative and operational purposes to an authority or authorities, provided, that if such an assignment should be made, (i) such assignee shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of the City, and (ii) the City or its assignee shall remain obligated hereunder in all respects.

B. BallCorps Assignment.

1. Assignment of Agreement: With the written consent of the Mayor of the City, which consent shall not be unreasonably withheld, conditioned or delayed, subject to applicable law and Article XXIV(H) of this Agreement, and provided BallCorps is not in default hereunder, BallCorps may assign its rights and responsibilities as described in this Agreement and in the Management Agreement to an entity (i) with operational and financial capabilities capable of satisfying in accordance with this Agreement all Venue License Fee payments to the commercially reasonable satisfaction of the City, (ii) which provides a PDL Club in the same manner and quality as contemplated in this Agreement, (iii) assumes all obligations of BallCorps under this Agreement and (iv) that has received all necessary PDL Approvals. The events of (i) a sale or transfer of control of more than 51% of equity ownership of BallCorps, and (ii) any change of management or control of BallCorps that requires PDL Approvals, shall also constitute an assignment requiring the City’s prior written consent hereunder, which shall not be unreasonably withheld, conditioned, or delayed. BallCorps shall obtain all necessary PDL Approvals for such assignment and shall provide to the City evidence of such PDL Approval for such assignment prior to the City approving such request. Assignment shall not be effective until after the City approves the assignment and the parties execute the assignment documents.

2. Assignment of Suites: BallCorps shall have the right to sublease the Suite portion of the Venue. BallCorps shall ensure that any sublessor abides by all

of the applicable terms and conditions of this Agreement, and the term of any sublease shall not extend beyond the Term of this Agreement.

## **ARTICLE XXII**

### **DEFAULT AND TERMINATION**

A. Event of Default by BallCorps. Subject to Article XX above and Section XXII(B) below, the occurrence of any of the following events shall constitute an Event of Default by BallCorps after thirty (30) days' prior written notice detailing the alleged default with a reasonable opportunity for BallCorps to cure such alleged Default:

1. Any warranty or representation of BallCorps under this Agreement is materially false when made;

2. BallCorps fails to pay any amounts due pursuant to Article IV of this Agreement within thirty (30) business days after written notice of failure to pay from the City;

3. BallCorps files for bankruptcy or any involuntary proceedings under bankruptcy law, insolvency act, or similar law for the relief of debtors are instituted against BallCorps, or a receiver or trustee is appointed for all or substantially all of the property of BallCorps, and such proceedings are not dismissed or vacated within ninety (90) days after the institution of appointment;

4. BallCorps ceases to own a PDL Club.

5. BallCorps fails to perform or diligently commence to cure any other obligation under this Agreement (other than payment of money) within thirty (30) days' written notice from the City provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, BallCorps shall have a reasonable additional period of time within which to cure such default, not to exceed one hundred eighty (180) days, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

B. Loss of Franchise. Notwithstanding the foregoing or anything herein to the contrary, in the event the Rocket City Trash Pandas PDL License Agreement is terminated or not renewed by MLB PDL and BallCorps does not enter into another PDL License for another PDL Club, such shall not be considered an Event of Default by BallCorps. However, City shall have the right to collect rents and payments due to City as of the date of termination (with no acceleration or claim for payments which may otherwise become due after the date of termination).

C. Remedies for a Default by BallCorps. Upon any Event of Default of BallCorps that remains uncured beyond the applicable cure periods specified above, the City may, subject to the limitations in this Article XXII and Article XXV, (i) proceed to protect its rights hereunder by suit in equity, action at law, or other appropriate proceedings, whether for the

specific performance of any covenant or agreement of BallCorps contained in this Agreement or for money damages, or (ii) in its discretion, to terminate this Agreement and all obligations herein. If the City elects to terminate this Agreement subject to the terms herein, it shall have the right to collect rents and payments due to the City as of the date of termination (with no acceleration or claim for payments which may otherwise become due after the date of termination). The City shall also be entitled to reimbursement for costs, including reasonable attorneys' fees arising as a result of a breach. In the event of termination arising because of Section XXII(A)(4) above, the City's sole and exclusive remedy shall be to terminate this Agreement.

D. Event of Default by City. In the event that City materially breaches, violates, or fails to fully perform any provision contained in this Agreement, BallCorps shall provide written notice to the City, and City shall have the right and opportunity to cure the default within said thirty (30) day period, or if such breach, violation or non-performance cannot be cured within a thirty (30) day period, to continue diligently and in good faith to effect such cure within such period, provided that in no event shall such opportunity to cure exceed one hundred eighty (180) days after receipt of such notice. In the event that such breach, violation, or non-performance is not cured within said thirty (30) day period or any authorized extension thereof, then BallCorps may proceed to protect its rights hereunder by suit for the specific performance of any covenant or agreement of City contained in this Agreement or to terminate this Agreement and all obligations herein. Notwithstanding termination, BallCorps shall be entitled to reimbursement for costs, including reasonable attorneys' fees arising as a result of such breach.

E. Punitive and Consequential Damages. In no event shall either party be liable to the other for Punitive or Consequential Damages.

F. Relation to Baseball Rules. The Parties acknowledge and agree that the rights and remedies in this Article XXII are subject to the limitations specified in Article XXV regarding termination during baseball season and replacement of BallCorps with another PDL Club.

### **ARTICLE XXIII** **BOARD OF ADVISORS**

BallCorps and the City will create an informal, unincorporated Board of Advisors to make recommendations regarding the operation and maintenance of the Venue. It is the intention of the parties that the Board of Advisors will be given substantial deference with regard to all matters herein involving its input. The Board of Advisors shall consist of a minimum of three (3) representatives appointed by the City and two (2) representatives appointed by BallCorps. The Board of Advisors shall, subject to the terms of this Agreement and the Management Agreement, make recommendations regarding the operations and management of the Venue in accordance with customary and best practices for similar venues of PDL Clubs. However, the Board of Advisors will not have any legal standing or authority to make binding decisions or to dictate the expenditure of any City funds without the City Council's prior approval.

**ARTICLE XXIV**  
**MISCELLANEOUS**

A. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Alabama.

B. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Alabama and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

C. Entire Agreement. This Agreement, together with its Exhibits and the Management Agreement, all of even date herewith, constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.

D. Authority. BallCorps and the City, respectively, each represent that it has the authority to be bound by the terms of this Agreement. Once executed by both Parties, this Agreement will constitute a valid and binding agreement, enforceable in accordance with its terms.

E. Costs and Attorney Fees. The Parties hereto agree to pay all expenses incurred by the other in enforcing the provisions of this Agreement, including but not limited to attorney fees, costs and expenses. The Party prevailing in any litigation arising out of any dispute concerning this Agreement shall be entitled to recover all expenses incurred, including without limitation, reasonable attorney fees and related costs and expenses.

F. Mutual Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of BallCorps to perform and have access to the Venue for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

G. Notices and Addresses. All notices required to be given under this Agreement shall be given by (1) certified mail priority mail with proof of delivery, (2) electronic mail, or (3) sent via facsimile followed on the same day by recognized overnight courier, in all cases addressed to the proper Party to the following addresses, or at such other address as may be subsequently given in writing pursuant to this Section, and shall be deemed given on the day received:

IF TO BALLCORPS: BallCorps, LLC  
Attn: Mark Holland  
c/o Austerra Wealth Management LLC  
5910 N. Central Expy., Suite 1875  
Dallas, TX 75206  
Telephone: (214) 810-0250  
Email: mark@austerra.com

With a copy to: Faegre Drinker Biddle & Reath LLP  
Attn: Timothy J. Haffner  
110 W. Berry Street, Suite 2400  
Fort Wayne, IN 46802  
Telephone: 260-460-1616  
Email: timothy.haffner@faegredrinker.com

IF TO THE CITY: City of Madison  
Attn: Office of the Mayor  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: mayors.office@madisonal.gov

With a copy to: City Attorney's Office  
Attn: Office of City Attorney  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: Megan.Zingarelli@madisonal.gov

H. Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein. In addition, this Agreement may not be amended, modified or altered without the prior receipt of all necessary PDL Approvals.

I. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

J. Time of the Essence. Time is of the essence for this Agreement.

K. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and delivered by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

L. Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

M. Valid Limited Liability Company. BallCorps represents that as of the date of the execution of this Agreement BallCorps, LLC is organized and in good standing under the laws of the State of Arizona and authorized to do business in the State of Alabama, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement. BallCorps will file all necessary paperwork and fees with the Alabama Secretary of State on an annual basis in order to maintain such compliance and will provide the City annually with a certificate of good standing from the Alabama Secretary of State.

N. Prohibition Against Food and Beverage Being Brought Into the Venue. BallCorps may request the City to post signs in appropriate locations in the Venue which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Venue.

O. Status of Parties. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be creating a partnership or joint venture between BallCorps and the City with respect to BallCorps' activities conducted in the Venue or the Venue Areas pursuant to the terms of this Agreement.

P. Waiver. The waiver by either BallCorps or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

Q. Waste or Nuisance. BallCorps shall not commit or permit any waste on or about the Venue or the Venue Area during the Term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Venue or use the Venue for any unlawful purposes.

R. Binding Effect/Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

S. References to the City. All references to the City in this Agreement shall be deemed to also be references to such officers, elected officials, or employees or other designees of the City as may be appropriate to implement the terms of this Agreement.

T. Exhibits; Attachments. All exhibits or attachments attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein. The Parties acknowledge that certain exhibits are subject to further approvals and that the signatories to this Agreement are authorized to approve updates to Exhibits as they are finalized, provided that any amended Exhibit does not (i) increase the financial liability of either party, or (ii) materially alter the rights or obligations of either party, in which case, the amended Exhibit would have to be approved by the City Council and BallCorps.

U. BallCorps' Property Loss and Damage. Nothing herein shall be construed to create a bailment relationship between the City and BallCorps or the Club concerning any property brought on the premises of the Venue by BallCorps or the Club unless such property is delivered into the possession of the City.

V. Employee Status. It is understood and agreed that no agent, servant or employee of BallCorps or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of BallCorps.

W. Cooperation. The City and BallCorps agree to work together in good faith to assure a consistent and effective design throughout the Project and to coordinate construction and project management.

X. Fast Tracking. The City will assist, as appropriate, in "fast-tracking" permitting any clearances to assist in the timely completion of each phase of the Project.

Y. Permits. The City will work cooperatively with BallCorps to obtain such building permits, noise and light ordinance permits and/or clearances as necessary to alter street and traffic flow as per the City's master plan and in obtaining such other permits and clearances as may be required in order to complete the project as contemplated hereunder.

Z. No Tax. The City will not impose a ticket/admission/amusement tax applicable to BallCorps Home Baseball Games during the term hereunder unless such tax is applicable to all professional sports and entertainment facilities in the City. This provision does not apply to any existing generally applicable sales, use, or other taxes. City shall credit the revenue from any additional ticket/admission/amusement tax that BallCorps may pay from operation of the Venue toward its Venue License Fee payment.

AA. Event Times. BallCorps shall have permission from the City to conduct games and/or Club events during specified times, including the right to hold day games as it deems appropriate and reasonable time periods to allow for concerts and other post-game events following the conclusion of BallCorps Home Baseball Games or other professional baseball games.

BB. Fireworks. So long as permitted by law, the City will assist BallCorps so that BallCorps can hold an acceptable number of firework nights per each season. BallCorps shall assume liability for all of its fireworks displays at the Venue, as well as any damage and cleaning resulting from fireworks displays.

CC. Signage. The City will work with the Department of Transportation and other appropriate authorities to alter or construct new directional signage on freeways and other major thoroughfares, directing vehicles to the Venue. The City will assist BallCorps in obtaining permission and approval to hang banners within City limits (subject to reasonable restrictions and applicable sign ordinances) to generate interest in the development of the Project, and major events being held at the Venue.

DD. Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

EE. Open Trade. By signing this Agreement, BallCorps represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

FF. Baseball Approvals. BallCorps and the City agree to work together in good faith to obtain all required PDL Approvals. BallCorps shall immediately inform City if MLB PDL indicates its approval may be denied or delayed for any reason.

GG. City Right to Verify. The City, at its expense, shall have the limited right to verify the financial records of BallCorps documenting the generation of sales and liquor taxes at the Venue for the purpose of verifying the accuracy of Applicable Sales Tax Proceeds remitted and the Venue License Fees payment. In the event the City determines an error has been made by BallCorps or any of its agents or consultants, accounting for a five percent (5%) or more deficiency in the Revenue otherwise payable to the City under this Agreement, BallCorps shall reimburse the City for any reasonable expenses it incurs in such verification procedures. Any accounting verification procedures implemented under this Section shall be done in a fashion to avoid disruption of the ordinary business of BallCorps, and BallCorps shall cooperate with the City during any such procedures.

HH. Architectural and Design Fees for the 2025 Venue Improvements. The City shall promptly reimburse BallCorps for expenses already incurred by BallCorps in the amount of Forty-Nine Thousand Four Hundred Thirty-Nine and 23/100 Dollars (\$49,439.23), for the design of the NLFB and/or Parking Improvements on the Effective Date of this Agreement.

II. Relocation of Bullpens. The cost of temporarily relocating the bullpens for the 2025 Venue Improvements shall be included in the project budget for the 2025 Venue Improvements.

JJ. Potential Further Development of New Left Field Building or other Capital Improvements.

1. The parties have spent considerable time and effort considering whether an enhanced NLFB (the “Enhanced NLFB”) comprising four floors total at the same location as the NLFB. The NLFB has been engineered and shall be constructed to accommodate a total of three additional floors on top of the first floor. Any further development of the Enhanced NLFB would require the mutual agreement of both parties. Should the parties agree in the future to develop the Enhanced NLFB it is the expectation that any public financing would be for a minimum term of twenty-five (25) years and the Venue License Fees financing formula set out herein shall be considered by both parties in good faith as the basis

for financing the Enhanced NLFB. The Enhanced NLFB is more particularly described in the 2024-2025 designs developed by Gilbert, McLaughlin, Casella Architects and in general as follows:

- (a) Floor one: MLB PDL Facility Standards Compliant Clubhouse
- (b) Floor two: Conditioned Group Space with Adjacent Patio
- (c) Floor three: Five Standard Suites and One Double Suite
- (d) Floor four: Open Air Covered Rooftop Deck

2. As provided in Article II(AAA)(1)(a) and IV(E), the parties acknowledge that they may agree to construct other future capital improvement projects (excluding capital maintenance which is already the responsibility of the City hereunder) at the ballpark in addition to the 2025 Venue Improvements and Enhanced NLFB at the Venue. In such case, the parties shall collaborate in good faith and work with the Board of Advisors to develop the project type and scope, retain an architect's services, develop construction specifications, and reach an agreement on the terms of the project timeline, costs, and associated financing as described in Article IV(E). The parties intend in good faith to utilize the same funding formula and methodology set forth in Article II, Section AAA, herein.

KK. Recitals. All Recitals of this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

## **ARTICLE XXV**

### **MLB REQUIRED PROVISIONS**

A. Definitions for Baseball Rules. As used in this Agreement and, in particular, Section XXV(B) below, the following definitions shall apply:

1. "Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

2. "Major League Baseball" or "MLB" means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

3. "Major League Baseball Club" or "Major League Club" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

4. “Major League Constitution” means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

5. “Rocket City Trash Pandas PDL License Agreement” means that certain player development license agreement entered into between BallCorps and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

6. “MLB PDL” means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

7. “MLB PDL Entity” means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

8. “PDL Approval” means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

9. “PDL Club” means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

10. “PDL Governance Agreement” means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021 by and between MLB PDL and each PDL Club, as may be amended, modified, supplemented or restated from time to time.

11. “PDL Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

12. “PDL License Agreement” means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the [CLUB] PDL License Agreement.

13. “PDL Rules and Regulations” means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

14. “Professional Development League System” means a system of professional baseball leagues comprised of professional baseball clubs that compete at different levels and serve to assist with the development of players for Major League Baseball Clubs.

B. Baseball Rules. Any contrary provisions contained herein notwithstanding:

1. This Agreement and any rights granted to City or BallCorps hereunder shall in all respects be subordinate to the PDL Rules and Regulations, as long as BallCorps is party to the Rocket City Trash Pandas PDL License Agreement that is in effect. The issuance, entering into, amendment, or implementation of any of the PDL Rules and Regulations shall be at no cost or liability to any MLB PDL Entity or to any individual or entity related thereto. The territory within which the City is granted rights under this Agreement is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the PDL Club Marketing Territory (as defined in the Rocket City Trash Pandas PDL License Agreement). No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined in the applicable PDL Rules and Regulations) are conferred by this Agreement, except as are specifically approved in writing by MLB PDL.

2. The Parties agree that if the date upon which any termination or suspension of this Agreement falls during the regular season or postseason, the effective date of such termination or suspension shall be the first day of the month following the final home game of such season, and, in no event, shall this Agreement be suspended or terminated during any regular season or postseason.

3. If, at any time prior to the expiration of the term of this Agreement, this Agreement is terminated by the City for any reason (and any legal action challenging the right of the City to terminate this Agreement and seeking specific performance has either been (i) finally adjudicated by a court of competent jurisdiction as evidenced by a final non-appealable order or (ii) settled, withdrawn or otherwise concluded, in either case solely with respect to the request for specific performance) and the Rocket City Trash Pandas PDL License Agreement has been terminated, the City agrees to enter into a lease with substantially similar terms to

this Agreement with any replacement PDL Club identified by MLB PDL to the extent that such PDL Club is reasonably acceptable to the City. To the extent that such lease is not entered into, the City agrees to meet promptly with MLB PDL to work together to ascertain whether a replacement PDL Club can be identified, and if such a PDL Club is so identified, the City shall offer to lease the Venue to such PDL Club. For the avoidance of doubt, this Section XXV(B) shall survive the termination of this Agreement.

4. As long as BallCorps is party to the Rocket City Trash Pandas PDL License Agreement that is in effect, MLB PDL is an intended third party beneficiary of the provisions of this Section XXV(B) and each other provision in this Agreement that prohibits action without first obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section XXV(B), MLB PDL shall be entitled and have the right to waive or enforce such other provisions that prohibit action without first obtaining PDL Approval directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the explicit benefit of MLB PDL or any other MLB PDL Entity.

5. Neither MLB PDL nor any other MLB PDL Entity shall have any liability whatsoever to any Person for actions taken pursuant to this Section XXV(B) (other than for fraudulent acts or willful misconduct with respect to this Section XXV(B) by MLB PDL), and the City hereby releases MLB PDL and each other MLB PDL Entity from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of MLB PDL or any other MLB PDL Entity to any other Person.

*[Remainder intentionally blank. Signature pages follow.]*

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals on the date written below.

**BALLCORPS, LLC,**  
an Arizona limited liability company

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Mark Holland, President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, in and for said County in said State or for the State at Large, hereby certify that Mark Holland, whose name as President of BallCorps, LLC, an Arizona limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**THE CITY OF MADISON, ALABAMA,**  
an Alabama municipal corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Ranae Bartlett, Mayor

Attest: \_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County in said State or for the State at Large, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officials and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, an Alabama municipal corporation.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## SUMMARY OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
I(C)(1)	Conceptual Plan of Parking Improvements
I(D)	Venue Improvement Agreement
II(BB)	Management Agreement
II(OO)	Site
II(UU)	Venue
II(VV)	Venue Area



**EXHIBIT I(D)**

**Venue Improvement Agreement**

**[ATTACHED TO AND INCORPORATED INTO THIS AGREEMENT]**

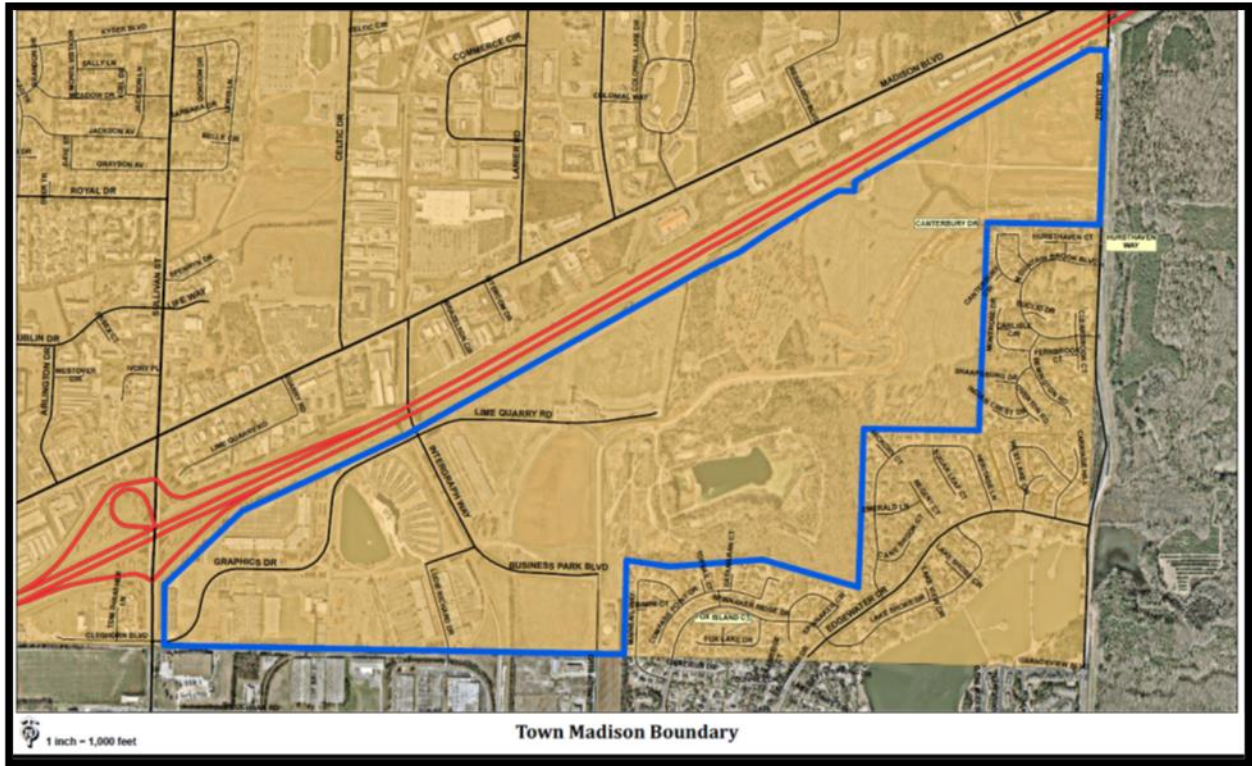
**EXHIBIT II(BB)**

**Management Agreement**

The Venue Management Agreement dated February 13, 2018 is hereby incorporated by reference.

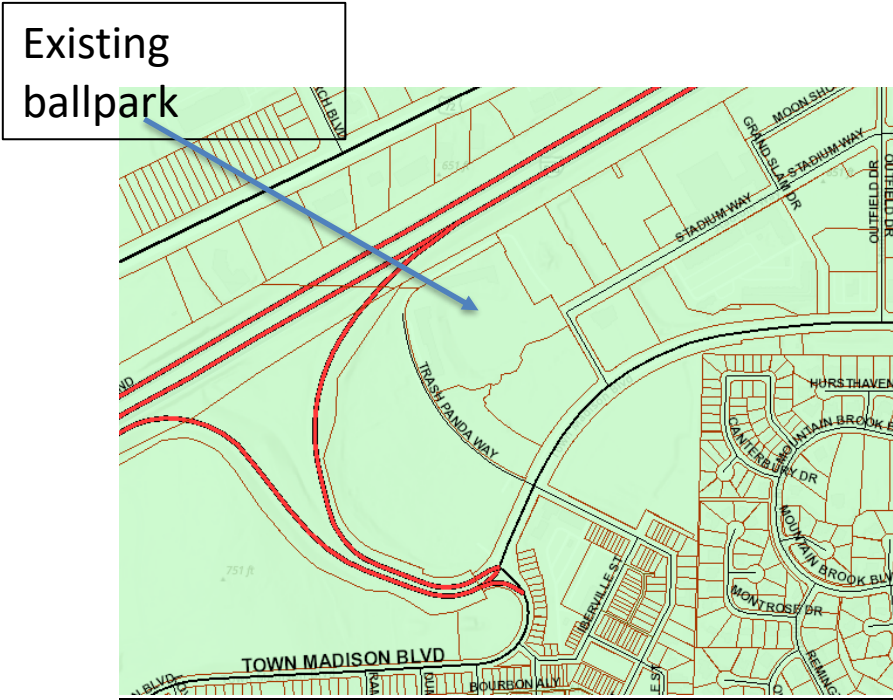
**EXHIBIT II(OO)**

**Site**



**EXHIBIT II(UU)**

**Venue**

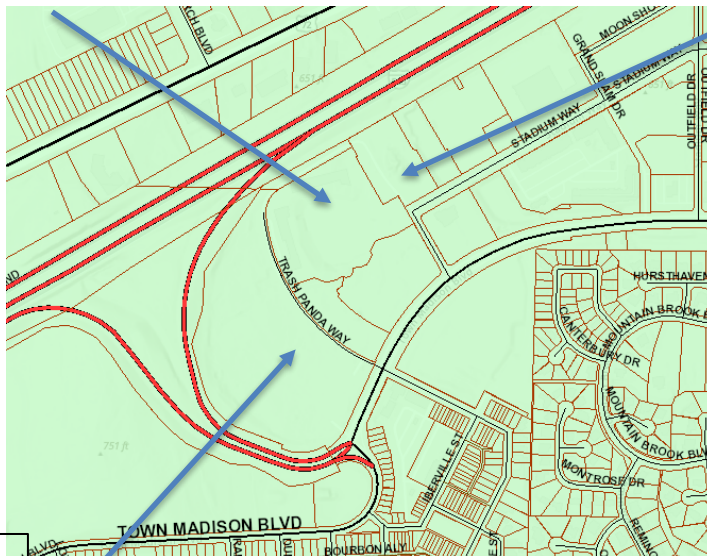


**EXHIBIT II(VV)**

**Venue Area [A + B + C indicated below]**

Ballpark

New ballpark  
parking area  
C



Existing Paved  
Parking  
B

**EXHIBIT I(D) TO LICENSE AGREEMENT**  
**VENUE IMPROVEMENT AGREEMENT**

This Venue Improvement Agreement (the “Agreement”) is made and entered into this **17<sup>th</sup> day of April, 2026** (“Effective Date”), by and among the **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (the “City”), and **BALLCORPS, LLC**, an Arizona limited liability company authorized to do business in the State of Alabama (“BallCorps”) (BallCorps and the City are sometimes herein referred to collectively as the “Parties,” or singularly each as a “Party”).

**RECITALS**

A. BallCorps and the City are parties to that certain Amended and Restated Venue License, Lease, and Management Agreement dated **April 17, 2026**, for the baseball stadium and venue commonly known as Toyota Field in Madison, Alabama (the “Amended Venue Agreement”).

B. Pursuant to the terms and conditions of the Amended Venue Agreement and MLB Facility Standards, the Parties have agreed that the City shall fund and cause to be constructed certain improvements to the Venue, as defined in this Agreement, and the Parties desire to ratify all actions taken prior to the date of this Agreement.

C. The City will complete the project defined in this Agreement as a part of its capital maintenance obligations defined in the License Agreement using existing capital maintenance funding.

D. Any terms not defined herein shall have the meaning set forth in the Amended Venue Agreement.

**NOW, THEREFORE**, in consideration of the Parties entering into the Amended Venue Agreement, and the mutual promises contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BallCorps and the City agree as follows:

**ARTICLE I**  
**RECITALS AND DEFINITIONS**

Section 1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

Section 1.02 Definitions. Certain terms used herein are defined in this Section 1.02; other terms are defined within the text of this Agreement or in the Amended Venue Agreement.

- (a) “Agreement” shall mean this Venue Improvement Agreement.
- (b) “City” shall mean the City of Madison, Alabama.

- (c) “Effective Date” shall mean the date listed in the introduction of this Agreement.
- (d) “Permitted Delay” shall have the meaning ascribed to it in Section 5.04.
- (e) “Venue Improvements Project” shall mean the project generally described and depicted on Exhibit A attached hereto and by the final plans and specifications dated May 16, 2025, for the multi-purpose stadium outfield building as incorporated into Bid No. 2025-013-ITB.
- (f) “Venue Improvements Real Estate” shall mean the real property where the Venue Improvements Project shall be located, as legally described on Exhibit B hereto.

## **ARTICLE II MUTUAL ASSISTANCE**

Section 2.01 Mutual Assistance. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the case of the City, the adoption of such ordinances and resolutions by the City), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

## **ARTICLE III VENUE IMPROVEMENTS DEVELOPMENT AND CONSTRUCTION AGREEMENTS**

Section 3.01 Venue Improvements. Subject to the satisfaction of all terms and conditions contained herein, the City shall develop, finance, construct, equip, and own the Venue Improvements as part of the Venue, as provided in this Agreement. The Venue Improvements include the NLFB and the Parking Improvements, as shown on Exhibit A attached to this Agreement. The City will also provide the Venue Improvements Equipment, which is listed in general in Exhibit D to this Agreement.

Section 3.02 Approvals. City shall, at City’s cost, obtain all zoning and development plan approvals and variances necessary to begin construction of the Venue Improvements Project, including, but not limited to, the granting of any necessary utility easements or public rights of way and the approval of any necessary encroachments upon public rights of way. City shall, at City’s cost, obtain all building permits necessary to construct the Venue Improvements Project in accordance with this Agreement. The City agrees to oversee the process of obtaining all approvals and agreements for the Venue Improvements Project before all necessary public bodies and in the preparation of such petitions and applications as are necessary for the approvals and permits to construct the Venue Improvements Project.

Section 3.03 Limitations. Nothing in this Agreement shall be construed in any way to obligate City or any other public agency to provide any public funding or other financial support beyond the commitments set forth in this Agreement.

**ARTICLE IV  
PROJECT FUNDING & CONDITIONS**

Section 4.01 Project Funding. The City plans to finance the construction of the Venue Improvements and install the Venue Improvements Equipment with the proceeds of cash balances from Venue capital maintenance funding as provided in the License Agreement. The City has established a maximum project budget of twelve million five hundred thousand dollars (\$12,500,000). Subject to applicable law, the City may, in its sole discretion, choose to finance any portion of the Venue Improvements.

Section 4.02 Project Conditions. The Project is subject to the satisfaction of the following conditions:

- (a) City has delivered to BallCorps final construction plans, designs, and specifications for the development of the Venue Improvements Project (“Construction Plans”), and BallCorps has approved those Construction Plans. City agrees that any further approvals shall not be unreasonably withheld, conditioned, or delayed.
- (b) City has received and/or will diligently pursue all necessary zoning approvals, development plan approvals, improvement location permits, and building permits to allow the City to construct the Venue Improvements Project in accordance with the Preliminary Plans;
- (c) City will use its best efforts to obtain all the required public approvals necessary to fund the Venue Improvements Project, including all public hearings and approvals necessary to use public funds and credit for purposes of the Venue Improvements Project;
- (d) City has sufficient cash balances and is otherwise prepared to close on any debt financing sufficient to complete construction of the Venue Improvements Project; and
- (e) The City and BallCorps agree to work together in good faith to design, fund, and construct the Venue Improvements Project in accordance with the timeline set forth on Exhibit C attached hereto (the “Project Timeline”). BallCorps acknowledges that City bid and award timeframes are subject to adjustment and extension for reasons including bid law requirements, bidder or BallCorps requests for clarification on the plans and specifications for the project, any necessary addenda, construction delays and extensions of time contemplated in the construction contract, and completion of financing documents. City agrees to inform BallCorps as soon as reasonably possible if any of the above circumstances arise and if it intends to grant an extension of time to contractors during the bid process.

**ARTICLE V  
DEVELOPMENT TERMS**

Section 5.01 Approval of Construction Plans. Neither Party’s approval of the Construction Plans or modifications to said plans shall be unreasonably withheld, conditioned, or

delayed, provided the Construction Plans are consistent with (a) the description of the Venue Improvements Project attached hereto as Exhibit A; (b) the Preliminary Plans; and, (c) the terms and conditions of this Agreement.

Section 5.02 Venue Improvements Project Construction. City shall diligently pursue all applicable legal and/or regulatory permits, licenses, or approvals as are legally required to commence construction of the Venue Improvements Project from any federal, state, or local commission or authority having jurisdiction over the Venue Improvements Project. City agrees to award a bid for construction of the Venue Improvements Project in general conformance with the timeline established in the Project Timeline, subject to Permitted Delays described in Section 5.04 and extensions of time as contemplated in Section 4.02(e) of this Agreement.

Section 5.03 Legal Compliance and Completion. City acknowledges and agrees that compliance with all applicable laws, regulations, codes, and ordinances with respect to the development, construction, and operation of the Venue Improvements Project shall be the sole responsibility of City. City agrees to complete, in all material respects, construction of the Venue Improvements Project as soon as reasonably possible after the date City awards a contract for construction of the Venue Improvements Project, subject to Permitted Delays provided for in Section 5.04 hereof, as well as extensions of time contemplated in Section 4.02(e) of this Agreement.

Section 5.04 Permitted Delays. Whenever performance is required of any Party, such Party shall act in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, pandemic, or damage to work in progress by reason of fire or other casualty, or similar cause beyond the reasonable control of a Party (other than financial reasons), including actions or approvals required from public or other governmental bodies, then the time for performance as herein specified shall be appropriately and automatically extended by the time of the delay actually caused by such circumstances (“Permitted Delays”, and in the singular form, each a “Permitted Delay”). If (i) there should arise any Permitted Delay for which City is entitled to delay its performance under this Agreement, and (ii) City anticipates that the Permitted Delay will cause a delay in its performance under this Agreement, then City shall provide written notice to BallCorps of the nature and the anticipated length of such delay.

## **ARTICLE VI AUTHORITY**

Section 6.01 Actions. Each of the Parties hereto represents and warrants that it has taken or will use good faith efforts to take (subject to the City’s performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each to execute this Agreement and to carry out fully and perform the terms, covenants, duties, and obligations on its part as provided by the terms and provisions hereof.

Section 6.02 Powers. Subject to the conditions described herein and subject to such procedures as may be required by law, each Party represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under this Agreement, including, but not limited to, the



With a copy to: Faegre Drinker Biddle & Reath LLP  
Attn: Timothy J. Haffner  
110 W. Berry Street, Suite 2400  
Fort Wayne, IN 46802  
Telephone: 260-460-1616  
Email: timothy.haffner@faegredrinker.com

To the City: City of Madison  
Attn: Office of the Mayor  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: mayors.office@madisonal.gov

With a copy to: City Attorney's Office  
Attn: Office of City Attorney  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: megan.zingarelli@madisonal.gov

Either Party may, from time to time, change its notice address by notice to the other in accordance with the provisions of this Section.

Section 7.06 Counterparts. Facsimile or emailed signatures appearing hereon shall be deemed an original and this Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Section 7.07 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the City has approved or ratified this Agreement at the appropriate public meeting(s).

***[Remainder intentionally blank. Signature pages follow.]***

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**THE CITY OF MADISON, ALABAMA,**  
an Alabama municipal corporation

By: \_\_\_\_\_  
Ranae Bartlett, Mayor

Attest: \_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

**“City”**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**BALLCORPS, LLC,**  
an Arizona limited liability company

By: \_\_\_\_\_  
Mark Holland  
CEO and President

**“BallCorps”**

**LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A	Description of Venue Improvements Project A. 1 – Outfield Building Description A. 2 – Parking Lot Description
B	Legal Description of Venue Improvements Real Estate
C	Project Timeline
D	Venue Improvements Equipment

**EXHIBIT A**  
**DESCRIPTION OF VENUE IMPROVEMENTS PROJECT**

**EXHIBIT A.1**  
**OUTFIELD BUILDING**

General Description

This project consists of the construction of a split-level building located along the outfield line adjacent to the third base foul pole and visitors' bullpen. The building will provide approximately 8,200 gross square feet (gsf) at the Field Level. The program for Level 1 will include spaces typically expected to support the needs of a visitors' locker room, including a training room, commissary, laundry, office, bullpen toilet, and storage and mechanical spaces. Level 2 will be approximately 7,400 gsf of Open-Air Concourse at the Main Concourse Level, along with associated vertical circulation - an open stair, elevator, and enclosed fire stair. Overall, the approximate building size is 15,600 gsf. The project will include utility work to support the building, expansion of the outfield concourse area, removal of temporary pedestrian egress scaffolding, removal of temporary bullpens (Alternate 2), and minor landscaping.

Preliminary sitework including excavation, installation of temporary pedestrian access stairs, utility relocation, and construction of temporary bullpens will be completed as part of an early release package (ERP) and will not be part of this project.

Program

The program will include spaces typically expected to support the needs of a visitors' locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 12-August 2024) provided to the Architect by the Team, as shown in the design development documents, and as noted to be revised during a design development phase review by MLB.

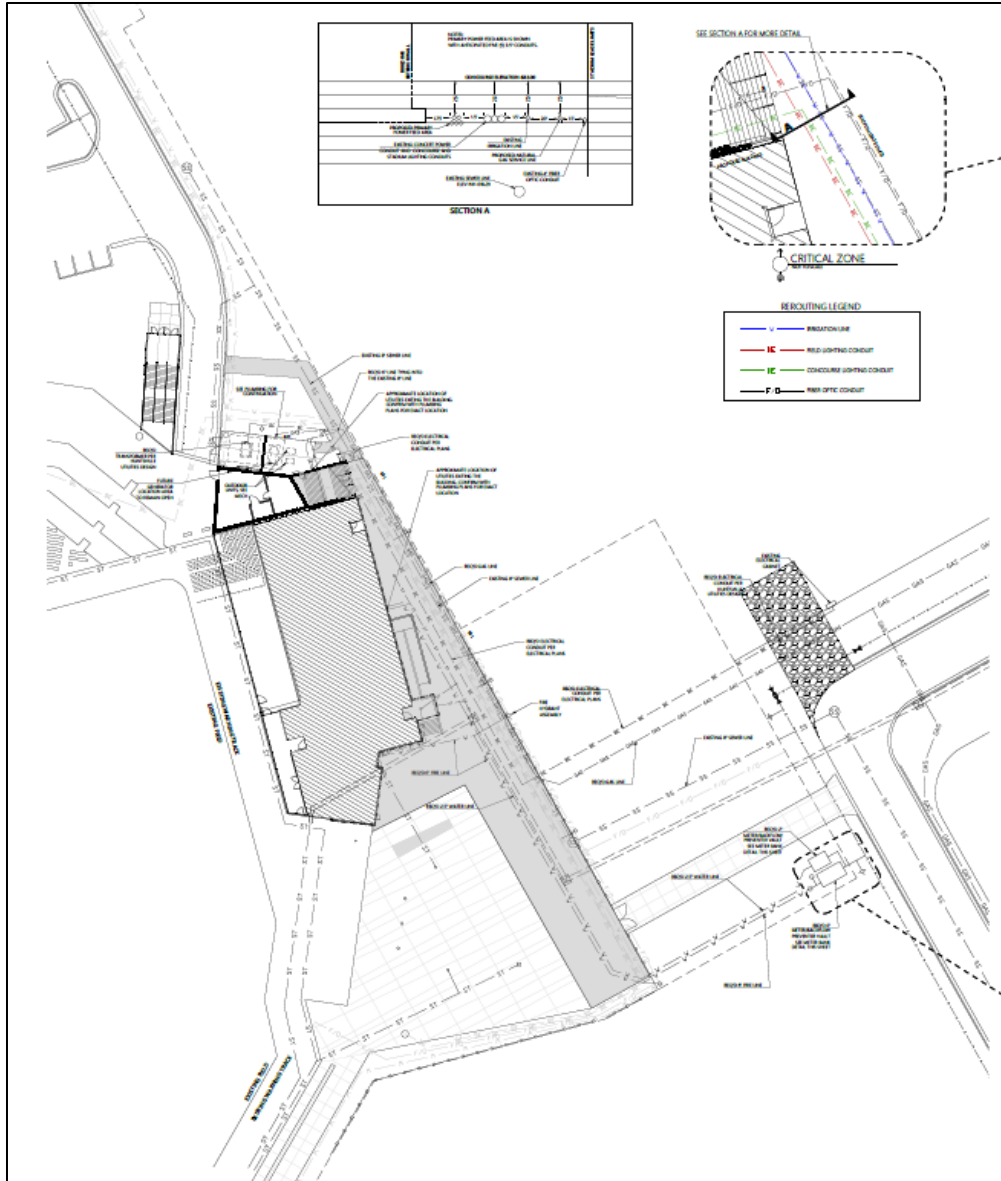


Exhibit A, Page 2



**EXHIBIT B**

**LEGAL DESCRIPTION OF VENUE IMPROVEMENTS REAL ESTATE**

**LEGAL DESCRIPTION OF BUILDING FOOTPRINT**

ALL THAT PART OF TRACT F OF TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C OF TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C OF TOWN MADISON PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2018-00075279, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT F, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY OF STADIUM WAY, THENCE FROM THE POINT OF BEGINNING SOUTH 60 DEGREES 39 MINUTES 21 SECONDS WEST, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT F, 138.31 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY, SOUTH 74 DEGREES 59 MINUTES 50 SECONDS WEST, 115.62 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH BOUNDARY, NORTH 69 DEGREES 49 MINUTES 06 SECONDS WEST, 27.19 FEET TO A POINT; THENCE NORTH 14 DEGREES 47 MINUTES 46 SECONDS WEST, 30.84 FEET TO A POINT; THENCE SOUTH 81 DEGREES 38 MINUTES 16 SECONDS EAST, 20.61 FEET TO A POINT; THENCE NORTH 07 DEGREES 59 MINUTES 18 SECONDS EAST, 88.16 FEET TO A POINT; THENCE NORTH 82 DEGREES 33 MINUTES 28 SECONDS WEST, 41.68 FEET TO A POINT; THENCE NORTH 14 DEGREES 58 MINUTES 55 SECONDS WEST, 138.75 FEET TO A POINT; THENCE NORTH 73 DEGREES 56 MINUTES 29 SECONDS EAST, 20.03 FEET TO A POINT; THENCE NORTH 15 DEGREES 21 MINUTES 48 SECONDS WEST, 17.35 FEET TO A POINT; THENCE NORTH 74 DEGREES 44 MINUTES 31 SECONDS EAST, 60.58 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT F; THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST AND ALONG THE SAID EAST BOUNDARY, 95.25 FEET TO A POINT; THENCE CONTINUE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 138.28 FEET TO A POINT; THENCE NORTH 60 DEGREES 39 MINUTES 31 SECONDS EAST, 107.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STADIUM WAY; THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST AND ALONG THE SAID WEST RIGHT-OF-WAY, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.89 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION OF PARKING AREA**

TRACT Q OF CERTIFIED PLAT OF TOWN MADISON PHASE 10, A RESUBDIVISION OF TRACTS P, Q AND COMMON AREA "B", TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 AND TRACTS S, TOWN MADISON, PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 5, A RESUBDIVISION OF

TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 RECORDED AT PLAT BOOK 2022, PAGE 101 IN THE OFFICE OF THE JUDGE OF PROBATE IN MADISON COUNTY, ALABAMA.

**EXHIBIT C**

**PROJECT TIMELINE**

Date	Item	Notes
2025		
July 17, 2025	Open bids for Venue Improvements construction & Planning Commission review of Location, Character, and Extent of Venue Improvements.	Completed as of Agreement date.
August 11, 2025	City Council vote to award bid for construction.	Completed as of Agreement date.
August 26, 2025	Notice to Proceed issued to construction contractor.	Completed as of Agreement date.
November 8, 2025	Substantial Completion of site work and Early Release Package work.	Completed as of Agreement date.
November 10, 2025	Commencement of construction at the site.	Construction in progress as of Agreement date.
2026		
April 1-May 1, 2026	Substantial Completion of Visitor Locker Room and Clubhouse	
October 1, 2026	Completion of parking lot paving and improvements.	

## **EXHIBIT D**

### **VENUE IMPROVEMENTS EQUIPMENT**

- Furniture
  - Desks
  - Dining and folding chairs
  - Dining and meeting tables
  - Tables
  - Desk chairs
  - Conference table
  - Conference chairs
  - Office chairs
  - Lockers
- Locker Room Equipment
  - Microwaves
  - Dishwashers
  - Refrigerators
  - Refrigerated Merchandisers
  - Sinks
  - Shelving, cabinetry, racks
  - Faucets, sinks, drains
  - Condensing units
  - Evaporator coils
  - Ice makers
  - Trash receptacles
  - Tables
  - Electrical controls
  - Fire compression systems
- IT/Security Cameras
- AV
- Access Control
- Signage

*Note: The Venue Improvements Equipment is more particularly described in the Food Service Equipment Project Manual dated May 16, 2025, as published with Bid No. 2025-013-ITB.*

**ORDINANCE NO. 2026-083**

**AN ORDINANCE AMENDING SECTION 10-230 OF THE MADISON CITY CODE  
REGARDING THE DISPOSITION OF LODGING TAX PROCEEDS**

**WHEREAS**, in anticipation of funding the multi-purpose venue and ballpark, now known as Toyota Field, the City of Madison City Council (“City Council”) adopted Ordinance No. 2017-277, which raised the City’s lodging tax to 9%, plus \$2.00 per room per night and dedicated the increased portion of the lodging tax (the 2% portion plus \$1.00 per room per night) to debt service on the ballpark warrants; and

**WHEREAS**, in anticipation of providing a development incentive payment for a hotel project, the City Council adopted Ordinance No. 2019-148, which further dedicated a portion of lodging tax proceeds to debt service on the Series 2018-C General Obligation Project Warrant for the Project Development Agreement dated September 14, 2018; and

**WHEREAS**, the project authorized by Ordinance No. 2019-148 did not proceed, and the City Council desires to remove language dedicating lodging tax proceeds to said project; and

**WHEREAS**, in anticipation of future improvements to Toyota Field as described in Ordinance Number 2026-082 authorizing an Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, the City Council desires to provide for certain lodging tax revenue dedications for debt service for future capital projects at Toyota Field; and

**WHEREAS**, the City Council also desires to confirm in the City Code the current dedication of certain lodging taxes within the Town Madison development to debt service on the General Obligation Economic Development Warrants, Series 2022, authorized by Ordinance No. 2022-334, which were issued to finance the construction of the second phase of the Town Madison interchange;

**BE IT ORDAINED** by the City Council of the City of Madison, Alabama, as follows:

**Section 1.** That Section 10-230 of the *Code of Ordinances of the City of Madison*, entitled “Lodging Tax: Disposition of Proceeds” is hereby amended in its entirety as follows:

- (a) Except as otherwise provided in this Section 10-230, all lodging taxes received or collected by the city under the provisions of this article shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.

- (b) For any hotel that opened for business prior to May 1, 2018, outside of the Town Madison Cooperative District boundaries, revenues resulting from the two percentage point (2%) portion of the total lodging taxes collected pursuant to this article, as well as \$1.00 of the per-night fee, must be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082. Upon satisfying said debt service requirement, the remainder of the proceeds generated from the lodging tax proceeds dedicated in this Section 10-230(b) may be deposited into the general fund.
  
- (c) For any hotel that has opened or will open for business on or after May 1, 2018, outside of the Town Madison Cooperative District boundaries, all lodging tax revenues levied in this chapter shall be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082. Upon satisfying said debt service requirement, the remainder of the lodging tax proceeds dedicated in this Section 10-230(c) may be deposited into the general fund.
  
- (d) For any hotel inside the boundaries of the Town Madison Cooperative District, lodging tax revenues shall be appropriated to pay debt services as follows:
  - a. For the first three (3) hotels that opened inside the boundaries of the Town Madison Cooperative District, all lodging taxes shall be dedicated to ballpark debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082.
  
  - b. For any other hotels that have opened or will open within the boundaries of the Town Madison Cooperative District after January 1, 2025:
    - i. Seven (7) percentage points plus \$1 per night shall be dedicated to debt service on the General Obligation Economic Development Warrants, Series 2022, authorized by Ordinance No. 2022-334.
  
    - ii. Two (2) percentage points and \$1 per night of lodging taxes shall be dedicated to ballpark debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for Venue

improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082.

- c. Upon satisfying said debt service requirements, the remainder of the lodging tax proceeds dedicated in this Section 10-230(d) may be deposited into the general fund.
  
- (e) Upon the retirement of the debt of the Series 2018-A General Obligation Taxable Warrants, the Series 2022 General Obligation Economic Development Warrants, or any other economic development warrants that the City Council may authorize for ballpark capital improvements, the lodging tax proceeds dedicated in this Section 10-230 shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.

**Section 2.** This Ordinance shall be effective on the date of its passage and proper publication once in a newspaper of general circulation in the City of Madison following its adoption.

**Section 3.** If any clause, phrase, sentence, paragraph, or provision of this ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the City Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**READ, PASSED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama