402 LEE STREET
DECATUR, ALABAMA 35601
OCTOBER 30, 2025

Council Chambers	**Special Called City Council Meeting**	**9:30 AM**

I. WAIVER OF NOTICE SIGNED BY ALL COUNCIL MEMBERS IN ATTENDANCE

II. CALL MEETING TO ORDER

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. ROLL CALL OF ELECTED OFFICIALS

Council President Jacob Ladner, District 5
Council Pro-Tempore Kyle Pike, District 2
Council Member Billy Jackson, District 1
Council Member Carlton McMasters, District 3
Council Member Hunter Pepper, District 4

VI. PUBLIC HEARING:

A. Resolution No. 25-293: Approval of Rock the South-Decatur Event Investment Agreement
ResNo 25-293 Rock_the_South_10-30-25.pdf
Rock_the_South_Agreement_10-30-2025.pdf
Rock the South Updated NOTICE OF PUBLIC HEARING.docx

VII. ADJOURNMENT

Swearing-In of Elected Officials and Council Organizational Meeting
Monday, November 3, 2025 at 6:00pm
Ingalls Harbor Pavilion, 802-A Wilson Street, NW, Decatur, AL 35601

AGENDA ITEM NO. VI.A

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 30, 2025
SUBMITTED BY:	Herman Marks,Legal
ITEM TYPE:	Agreements
AGENDA SECTION:	PUBLIC HEARING:
SUBJECT:	Resolution No. 25-293: Approval of Rock the South-Decatur Event Investment Agreement
FINANCIAL IMPACT:	GFUB
SUGGESTED ACTION:	

ATTACHMENTS:
ResNo 25-293 Rock_the_South_10-30-25.pdf
Rock_the_South_Agreement_10-30-2025.pdf
Rock the South Updated NOTICE OF PUBLIC HEARING.docx

RESOLUTION NO. 25-293

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO AMENDMENT NO. 772 OF THE ALABAMA CONSTITUTION OF 2022, AS AMENDED, IN CONNECTION WITH THE APPROVAL OF AN ECONOMIC DEVELOPMENT INVESTMENT AGREEMENT BETWEEN THE CITY AND ROCK THE SOUTH INVOLVING ITS OWNERSHIP AND OPERATION BY PEACHTREE ENTERTAINMENT, LLC WITH RESPECT TO CITY INCENTIVES FOR THE ROCK THE SOUTH TO LOCATE AND HAVE ITS ANNUAL EVENT IN DECATUR, ALABAMA

WHEREAS, the City Council (the "Council"), the governing body of the City of Decatur (the "City"), published notice on October 21, 2025 (the "Notice") in *The Decatur Daily* advertising a public meeting on this date and at this time of October 30, 2025 at 9:30 A.M. to receive public comments and consider certain findings and determinations with respect to the City making a five year commitment to invest the sum of $5,000,000 during that time period as an economic development incentive for Rock the South to commit, move and hold its annual event in Decatur, Alabama for that initial five year period. The official name of the Event will remain Rock the South with “Decatur” being referenced or added in branding or communications when appropriate. For purposes of this Resolution and the Event Agreement the term “Rock the South” shall mean and any reference to that term shall mean Peachtree Entertainment, LLC, a Delaware limited liability company; and

WHEREAS, the City and Rock the South have negotiated an Event Agreement pursuant to which the City will be obligated to make a total investment and payments of $5,000,000 in various amounts each year over a five year period to Rock the South as an economic development inventive toward the costs of holding the Rock the South Event in Decatur over that time period. The Year 1 investment appropriation will total $1,200,000. The Year 2 investment appropriation will total $1,100,000. The Year 3 investment appropriation will total $1,000,000. The Year 4 investment appropriation will total $850,000. The Year 5 investment appropriation will total $850,000. The Year 1 investment appropriation will be paid on or before November 5, 2025 and each year’s investment appropriation thereafter shall be paid on or before October 1, so long as Rock the South is in compliance with its obligations to the City; and

WHEREAS, Rock the South has agreed and committed that it will diligently use all available measures to protect against damages and losses caused by the cancellation of an Annual Event for any reason. It has further agreed that the City, will receive a full reimbursement of its annual investment appropriation and incentives for any year that the annual Rock the South event is not held for any reason. Rock the South as further assurance and commitment to the City has agreed that if it does not have verified ticket sales of at least an average of 15,000 for each day of the three (3) day Annual Event with the collection and payment of the applicable city taxes for such number of ticket sales, then in such case Rock the South

will within sixty (60) days after the Annual Event pay the City a prorated reimbursement of the City's previous year's appropriation as outlined in the Event Agreement; and

WHEREAS, the City has determined that the Rock the South Annual Event and related Event Agreement will serve a valid and sufficient public purpose and promote economic development, positive publicity, cultural enhancements, entertainment opportunities, tourism, artistic, and economic value in the City by (1) causing significant capital investment in the City, (2) increasing employment and business opportunities for the City and its residents, (3) attracting greater tourism from outside the City, and (4) increasing the tax base of the City; and

WHEREAS, the City duly published the Notice on October 21, 2025 in accordance with Amendment No. 772 and such Notice contained the requisite information required by Amendment No. 772. The Notice is incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR AS FOLLOWS:

1. The above listed information and the Notice described therein are hereby approved, adopted, and ratified, and incorporated herein by reference.

2. The City has determined that the Rock the South Annual Event and related Event Agreement will serve a valid and sufficient public purpose and promote economic development, positive publicity, cultural enhancements, entertainment opportunities, tourism, artistic, and economic value in the City by (1) causing significant capital investment in the City, (2) increasing employment and business opportunities for the City and its residents, (3) attracting greater tourism from outside the City, and (4) increasing the tax base of the City, notwithstanding any incidental benefit accruing to any private entity or entities; and

3. The Event Agreement including its exhibits, in substantially the form presented to the Council at this meeting and incorporated herein by reference, is hereby adopted, authorized, approved, and confirmed. The officers of the City are authorized and directed to execute and deliver said Agreement when in the opinion of such officers said Event Agreement is in final form, the determination of which shall be made by said officers and evidenced by their execution thereof.

4. All action heretofore taken by the Council with respect to the Notice and the Event Agreement are heretofore ratified, adopted, and confirmed.

APPROVED this 30th day of October 2025.

ATTEST:

_____
City Clerk

EVENT AGREEMENT

This **EVENT AGREEMENT** (this "Agreement") is made and entered into as of _____, 2025 (the "Effective Date") by and between the **CITY OF DECATUR, ALABAMA**, an Alabama municipal corporation (the "City"), and **PEACHTREE ENTERTAINMENT, LLC**, a Delaware limited liability company, hereinafter defined and referred to as ("Rock the South"). Rock the South and the City are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

Whereas, Rock the South has requested that the City incentivize moving the *Rock the South* Annual Event for an initial five-year period to Decatur, Alabama, with the understanding that the official name of the event shall remain *Rock the South*, and that "Decatur" will be referenced or added in branding or communications when appropriate; and

Whereas, Rock the South intends and is committed to purchasing land in the City which is described on Exhibit "A", attached hereto and incorporated herein by reference (herein the "Premises", the Premises also being defined as being any property other than that described on Exhibit "A" which the City in its sole discretion agrees can be the location of the Rock the South Annual Event), and developing it to facilitate all the various operations involved in conducting the Rock the South Annual Event. Rock the South further commits to spend Fifty Thousand Dollars ($50,000.00) during each year of the term of this Agreement to be used for infrastructure upgrades directly impacting the Premises; and

Whereas, the City has determined that the Rock the South Annual Event will serve a valid and sufficient public purpose and promote economic development, positive publicity, cultural enhancements, entertainment opportunities, tourism, artistic, and economic value in the City by (1) causing significant capital investment in the City, (2) increasing employment and business opportunities for the City and its residents, (3) attracting greater tourism from outside the City, and (4) increasing the tax base of the City; notwithstanding the aforementioned benefits to be derived by Rock the South and its owners, partners, affiliates, and other beneficiaries; and

Whereas, the authority of the City to enter into this Agreement, perform its obligations hereunder and to provide the assistance described herein to Rock the South is made under and in furtherance of the powers and authority granted to the City by Amendment No. 772 to the Constitution of Alabama of 2022, as amended ("Amendment No. 772").

Agreement

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions.

The terms defined in the Recitals hereto are incorporated herein by reference. The following terms used herein shall have the following meanings:

Annual Event means that Rock the South will hold a three (3) day event every year during the term of this Agreement at the Premises similar in size and scope, and quality and quantity of artists, of previous Rock the South annual events held in Cullman, Alabama

City Conditions means the following: Rock the South has entered into a contract to purchase the Premises and has paid to the Seller of the Premises a One Hundred Fifty Thousand Dollars ($150,000.00) non-refundable deposit or earnest money toward the purchase price for the Premises and has met all of its other obligations under this Agreement.

City Council means the governing body of the City.

.**Conditions for Rock the South** means (a) Rock the South shall have obtained all licenses, permits and other approvals which it and the City shall deem necessary and are required by any governmental entity for its intended events at the Premises; (b) the Premises are Premises wholly within a zoning, land use or other form of controlled classification that is established and/or controlled by governmental or quasi-governmental bodies, agencies or units that will permit the Rock the South's intended development and use of the Premises; (c) no condemnation or eminent domain proceedings, moratoriums upon zoning or environmental suits are pending or threatened which would adversely affect Rock the South's intended development and use of the Premises; (d) all information obtained by Rock the South regarding the Premises, including (without limitation) any environmental assessment, is satisfactory and acceptable to it; (e) the City remains a duly organized municipal corporation and political subdivision of the State of Alabama; and (f) the City has approved this Agreement, has obtained all other necessary approvals of this Agreement and the transactions contemplated herein, has authorized and obtained all other necessary authorizations therefore, and has complied with all legal requirements of any and every kind necessary for or with respect to, the execution and delivery hereof.

Guaranty means that Nathan Baugh and Shane Quick shall guarantee all of the obligations of Rock the South contained in this Agreement, or required by law, and such Guaranty shall be attached to this Agreement as Exhibit "B" and incorporated herein by reference.

Person means an individual, a trust, a corporation, a limited liability company, a general or limited partnership, an unincorporated association, a joint venture, a governmental entity, or another entity or group.

Resolution means the Resolution 25-293 of the City making certain findings in accordance with Amendment No. 772 and authorizing this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama.

(b) The City by action of its City Council has duly approved, and has authorized the execution, delivery and performance of, this Agreement.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of (i) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (ii) any law, judgment, decree, order, resolution, rule, regulation, consent or ordinance applicable to the City or any of its assets or properties.

(d) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement.

(e) The City Council adopted the Resolution following a duly noticed hearing pursuant to Amendment No. 772 to the Alabama Constitution, as amended.

(f) Except for approvals, resolutions, hearings, notices, ordinances or other actions or waiting periods already obtained, held, maintained or observed, as the case may be, no approval, resolution, hearing, notice, ordinance or other action or waiting period is required in order for this Agreement to constitute the legally binding obligation of the City.

(g) This Agreement, upon its execution and delivery, shall become the legally binding obligation of the City enforceable in accordance with its terms.

Section 2.2 Representations and Warranties of Rock the South. Rock the South hereby makes the following representations and warranties:

(a) That it is qualified to do business, duly organized, validly existing and in good standing and compliance under the laws of the State of Alabama and the execution, delivery and performance of this Agreement has been duly approved and authorized on behalf of Rock the South.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by Rock the South requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity) except for such consents, filings, notices and hearings described herein or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Rock the South, violates, constitutes a default under, or a breach of (i) any

Certificate of Formation, limited liability company agreement or other organizational documents of Rock the South, (ii) any agreement, instrument, contract, mortgage or indenture to which Rock the South is a party or to which Rock the South or its assets are subject, or (iii) any law, judgment, decree, order, rule, regulation, consent or resolution applicable to Rock the South or any of its assets.

(d) There is not now pending nor, to the knowledge of Rock the South, threatened, any litigation affecting Rock the South, or any of its affiliates or related entities which questions (i) the validity or organization of Rock the South, (ii) the titles or positions of the members of Rock the South, individually or collectively, or its officers or the manner in which they are elected, (iii) Rock the South's rights to ownership and/or clear title to the Premises, (iv) the subject matter of this Agreement, or the solvency of Rock the South, or any of its affiliates or related entities.

(e) Neither Rock the South nor any of its individual owners or parent, member, or affiliate or related companies has filed for bankruptcy protection in the last sixty (60) days or is known to Rock the South to be about to file for such bankruptcy protection.

(f) This Agreement, upon its execution and delivery, shall become the legally binding obligation of Rock the South enforceable in accordance with its terms.

ARTICLE III
OBLIGATIONS OF PARTIES

Section 3.1 **Premises.** Rock the South has under contract to purchase the Premises, has paid to the Seller One Hundred Fifty Thousand Dollars ($150,000.00) as a non-refundable deposit or earnest money toward the purchase price for the Premises, and has performed or is in the process of performing its own due diligence with respect to the Premises. Rock the South has or will bear the costs of all environmental or geotechnical assessments, title examination, title insurance, surveys, and other diligence or related pre-construction diligence that Rock the South shall elect to conduct or be required to perform on or with respect to the Premises.

Section 3.2 **City Makes No Warranties.** The City has not made and does not make any warranties of any kind to Rock the South with respect to the Premises, the development or the merchantability, fitness or use of the Premises or the development for any purpose or for the work to be performed.

Section 3.3 **Costs**. Rock the South shall solely be responsible for the expenses incurred by it in connection with the preparation of the Premises. Rock the South further agrees to spend at least Fifty Thousand Dollars ($50,000.00) during each year of the term of this Agreement to be used for infrastructure upgrades directly impacting the Premises.

Section 3.4 **Term Commitment.** Rock the South agrees and commits to hold the Rock the South Annual Event in Decatur, Alabama at the Premises on an annual basis for an initial term of five (5) years; with the understanding that the event will be branded as Rock the South each year.

Section 3.5 **Expertise.** Rock the South agrees to provide the City with its expertise in targeted marketing (know before you go guides, influencers, pushing Decatur food/ entertainment/shopping/stay, and partnership with Point Mallard and other City attractions). These

efforts would be to direct patrons to various other business areas of Decatur when visiting and participating in the Rock the South Annual Event.

Section 3.6 Holding of Annual Event and Ticket Sales. Rock the South has agreed and committed that it will diligently use all available measures to protect against damages and losses caused by the cancellation of the Annual Event for any reason. It has further agreed that the City will receive a full reimbursement of its annual appropriation and incentives for any year that the Rock the South Annual Event is not held for any reason. Rock the South as further assurance and commitment to the City has agreed that if it does not have verified ticket sales of at least an average of 15,000 for each day of the three (3) day Annual Event, with the collection and payment of the applicable city, state and county taxes for such number of ticket sales, all to be verified and paid no later than sixty (60) days after the end of an Annual Event or August 31st of that year, whichever occurs first; then in such case of not meeting those requirements, Rock the South within sixty (60) days after the Annual Event shall pay the City as follows:

Prorated Return of Funds:
If the average per night ticket sales is less than eighty percent (80%) of the required average per night ticket sales then Rock the South shall pay to the City twenty percent (20%) of the City's previous year's appropriation.

If the average per night ticket sales is less than sixty percent (60%) of the required average per night ticket sales then Rock the South shall pay to the City forty percent (40%) of the City's previous year's appropriation.

If the average per night ticket sales is less than forty percent (40%) of the required average per night ticket sales then Rock the South shall pay to the City sixty percent (60%) of the City's previous year's appropriation.

If the average per night ticket sales is less than thirty percent (30%) of the required average per night ticket sales then Rock the South shall pay to the City one hundred percent (100%) of the City's previous year's appropriation.

Notice and Opportunity to Cure:
If the City determines that the Annual Event fails to meet the required standards as set out in Section 1.1, the City shall provide written notice to Rock the South detailing the deficiencies and the corresponding amount to be refunded. Rock the South shall have thirty (30) days from the date of notice to respond and provide an opportunity to cure the deficiencies before the City proceeds with seeking a refund of the City's appropriation.

Section 3.7 City Annual Event Incentive. The City agrees to make a total appropriation of $5,000,000 over the five-year period to Rock the South. The Year 1 investment appropriation will total $1,200,000. The Year 2 investment appropriation will total $1,100,000. The Year 3 investment appropriation will total $1,000,000. The Year 4 investment appropriation will total $850,000. The Year 5 investment appropriation will total $850,000. The Year 1 investment appropriation will be paid on or before November 5, 2025 and each year's investment appropriation thereafter shall be paid on or before October 1, so long as Rock the South is in

compliance with its obligations to the City. This incentive is to be used exclusively for the costs associated with the Annual Event. Any annual appropriation shall be reduced by the amount of any refund paid by Rock the South pursuant to Section 3.6 for the previous Annual Event. If Rock the South for the following Annual Event meets the required per day average ticket sales, then within sixty (60) days the City shall pay to Rock the South the balance of any reduced annual appropriation.

Section 3.8 Event Investment Extension. The Parties agree that any consideration of extension of this Agreement will need to be initiated by Rock the South prior to January 1 of the final year of this Agreement's time period in order to negotiate any necessary agreement terms.

Section 3.9 Parking Revenues. The City and Rock the South agree that the City will receive fifty (50%) percent of the total parking fees generated on the Premises, or off-site of the Premises if Rock the South, or one of its affiliates or related companies is to receive any payment for such off-site parking revenues, during each Annual Event. The City's share will be paid by Rock the South on or before August 1st of each year or within sixty (60) days of the final day of the Annual Event, whichever occurs first. Rock the South agrees to have a minimum of seven thousand (7,000) parking spaces on the Premises, and will use its best efforts to direct as many of the attendees to the Annual Event to park on the Premises.

Section 3.10 Camping Fee. The City and Rock the South agree that the City will receive a ten (10%) percent fee of any camping fees (same rate as a regular lodging fee) collected by Rock the South as part of the rental cost or ticket cost for each camping space on the Premises, or off-site of the Premises if Rock the South, or one of its affiliates or related companies is to receive any payment for such off-site camping fees. Rock the South agrees to have a minimum of seven hundred fifty (750) camping spaces on the Premises, and will use its best efforts to direct as many of the attendees to the Annual Event to camp on the Premises.

Section 3.11 Public Safety and Emergency Services. Rock the South agrees that it will assure that more than adequate public safety and emergency personnel are on the Premises during appropriate preparation and the holding of each Annual Event in its entirety. It is understood that the City will use some of its public safety employees as are reasonably available to supplement and coordinate with the Rock the South personnel for the provision of public safety and emergency services. Rock the South shall be solely responsible to adequately plan, staff and implement all necessary public safety and emergency services and the City shall not be responsible for any matters relating to the provisions of this Section, except for providing personnel reasonably available to assist Rock the South.

ARTICLE IV
DEVELOPMENT OF THE PREMISES

Section 4.1 Development of the Premises.

(a) Rock the South hereby covenants and agrees to design, develop, acquire, implement, equip, install, and construct the Premises substantially in accordance with and in compliance with all applicable City, local, state, and federal laws and regulations.

(b) Rock the South shall at all times during the term of this Agreement be current in payment of any and all taxes, fees, and other charges imposed by the City or any other governmental entity.

(c) The City shall not be responsible for any costs, accidents, injuries, and risks incident to the development, acquisition, construction, equipping, installation, use and operation of the Premises.

(d) Rock the South will only employ licensed contractors and subcontractors with experience with similar event venues; all such contractors and subcontractors will carry all customary insurances in sufficient amounts for the Rock the South Development and its employees.

(e) The City and Decatur Utilities will have no obligation to any contractor, subcontractor, or other service provider delivering to or working on the Premises or the development.

Section 4.2 **City-Expedited Permitting Process.** The City will cooperate with Rock the South in performing the City's normal permitting processes and shall, to the extent reasonably possible, expedite its review in the permitting, licensing, approvals and certificates of occupancy processes to permit development and Construction Completion on an expedited basis.

Section 4.3 **No City Liability.** In addition to the other provisions contained herein relieving the City from responsibility with respect to the Development, Rock the South hereby agrees that the City shall not be liable for injury to Rock the South's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Rock the South, or to Rock the South's employees, tenants, customers, invitees, guests, contractors, subcontractors, visitors, or any other person in or about the Premises, nor shall the City be liable for injury to Rock the South, its agents, employees, tenants, customers, invitees, guests, contractors, subcontractors, or visitors, whether such damage or injury is caused by any reason or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wire, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, where such damage or injury results from conditions arising upon the Premises which are not the result of the gross negligence or , willful misconduct, or default by the City in violation of applicable laws or this Agreement. In addition to, and not in limitation of, the foregoing, Rock the South hereby acknowledges and agrees, for itself and (to the extent it may do so under prevailing law) on behalf of its agents, employees, tenants, customers, invitees, guests, contractors, and visitors, that the use of the Premises is done at his, her or its own risk, and that the City shall not be responsible for any loss, damage or expense incurred by any user of the Premises or any other portions of the Premises. The provisions of this Section shall in no event, however, be deemed to constitute a release of the City from claims due to the gross negligence or willful misconduct, or default by the City in violation of applicable law or this Agreement.

Section 4.4 **Indemnity of City.** Rock the South shall indemnify and hold harmless the City, its employees, elected officials, representatives and agents from and against (i) all claims against the City, its elected officials, employees, representatives and agents, with respect to the Premises or Annual Event, or any events or activity on the Premises, and (ii) any and all claims arising from the Rock the South's (or its agents, employees, contractors, subcontractors and other invitees at the Premises or the Development) actions, inactions, or willful misconduct, including

negligence or misconduct in the operation or use of the Premises, or arising from any negligence or willful misconduct of any of the tenants or contractors of the Premises, and from and against all costs, attorney's fees, expenses and liabilities reasonably incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against the City by reason of any such claims, Rock the South upon notice from the City shall defend the same at Rock the South's expense with retained legal counsel reasonably acceptable to the City. Notwithstanding the foregoing, in no event and under no circumstances shall Rock the South indemnify and hold harmless the City from the City's gross negligence or willful misconduct. The provisions of this Section 4.4 shall survive the termination of this Agreement.

Section 4.5 Additional Obligations. All construction activities on the Premises shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. Rock the South shall cause any architect, engineer, consultant, general contractor, subcontractor or other business performing any work on the Premises and/or in connection with any construction on the Premises or any other improvements to (i) be fully insured in sufficient amounts for all customary risks, and (ii) obtain the necessary permits, licenses and approvals to construct, perform, or supervise the same. It is understood and acknowledged that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with construction, use or operation of the Premises.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.1 City Events of Default; Remedies.

(a) Any one or more of the following shall constitute an event of default by the City under this Agreement (a "City Event of Default"):

(i) the City shall fail to make the annual appropriation within the time prescribed; unless there is reasonable justification; or

(ii) The dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days.

(b) If a City Event of Default exists, Rock the South may seek arbitration asking for (i) specific performance and/or (ii) compensatory damages incurred by Rock the South as a result of such City Event of Default if allowed under Alabama law. Under no circumstances shall Rock the South be entitled to or entitled to sue the City for any punitive or consequential damages.

Section 5.2 Rock the South Events of Default.

(a) Any one or more of the following shall constitute an event of default by Rock the South under this Agreement (a "Rock the South Event of Default"):

(i) at any time prior to the completion by Rock the South of its obligations hereunder, Rock the South is dissolved or liquidated, or the filing by Rock the South of a voluntary petition in bankruptcy, or Rock the South seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of Rock the South as a bankrupt, or any assignment by Rock the South for the benefit of its creditors, or the entry by Rock the South into an agreement of composition with its creditors, or if a petition or answer is filed by Rock the South proposing the adjudication of Rock the South as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days;

(ii) failure by Rock the South to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the City, unless (1) the City shall agree in writing to an extension of such period prior to its expiration, or (2) during such thirty (30) day period or any extension thereof, in the City's sole reasonable discretion Rock the South has commenced and is diligently pursuing appropriate corrective action,

(iii) Rock the South abandons the Premises or ceases construction (horizontal, vertical, landscaping, hardscaping, etc.) of the Development for more than 60 consecutive days,

(b) Subject to Section 5.3, the City shall have the rights, upon a Rock the South Event of Default, to terminate this Agreement by providing written notice thereof to the Rock the South, provided, however, that with respect to any Rock the South Event of Default that occurs, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings; provided however, the City shall not be entitled to any consequential damages, whether arising at law or in equity.

Section 5.3 City Notice and Rock the South Opportunity to Cure. Notwithstanding anything contained in this Agreement to the contrary, upon the occurrence of any matter that the City believes either (i) constitutes a Rock the South Event of Default, or (ii) if Rock the South shall fail to take corrective action, which, with the passage of time, constitute a Rock the South Event of Default, then the City, at the time it provides notice to Rock the South of the existence of a Rock the South Event of Default or any circumstance that if Rock the South shall fail to take corrective action shall, with the passage of time, constitute a Rock the South Event of Default, Rock the South shall have thirty (30) calendar days to cure such default or else this Agreement shall terminate and be of no further force or effect.

Section 5.4 Remedies Subject to Applicable Law. All rights, remedies and powers provided herein may be exercised only to the extent the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article V are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VI
INSURANCE REQUIREMENTS

Section 6.1 Dram Shop Act Insurance Coverage. Rock the South, and any persons or entities serving or dispensing alcohol on the Premises shall, at their sole cost and expense, obtain and maintain in full force and effect throughout the entire term of this Agreement, comprehensive liquor liability insurance coverage that specifically includes coverage for claims arising under the Alabama Dram Shop Act (Alabama Code § 6-5-71) and any amendments thereto. Such insurance shall have minimum coverage limits of not less than Five Million Dollars ($5,000,000.00) per occurrence and in the aggregate.

Section 6.2 Proof of Insurance. At least sixty (60) days prior to the commencement of the Annual Event to be held at the Premises, and prior to serving, selling, or otherwise distributing alcoholic beverages on the Premises, Rock the South shall provide the City with a certificate of insurance evidencing the required Dram Shop Act insurance coverage. Rock the South shall further provide updated certificates of insurance to the City annually upon renewal of such policies and at any time upon the City's written request. All certificates shall expressly provide that no less than sixty (60) days' prior written notice shall be given to the City in the event of material alteration to, or cancellation of, the coverage evidenced by such certificate.

Section 6.3 Compliance with Laws. Rock the South shall comply with all applicable laws, ordinances, codes, regulations, and requirements of governmental authorities, including without limitation the Alabama Alcoholic Beverage Control Board regulations, pertaining to the service, sale, or distribution of alcoholic beverages on the Premises. Rock the South shall obtain and maintain all necessary licenses and permits required for such activities.

Section 6.4 Indemnification. Rock the South shall indemnify, defend, and hold harmless City, its elected officials, employees, representatives and agents, from and against any and all claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising from or related to: (i) the service, sale, or distribution of alcoholic beverages on the Premises; (ii) any violation of the Alabama Dram Shop Act; or (iii) Rock the South's failure to maintain the insurance coverage required under this Section.

Section 6.5 Obligation to Carry Property Insurance. Rock the South shall carry an “All Risk" insurance policy or a fire insurance policy with respect to any improvements, buildings and structures on the Premises. In addition, Rock the South or Rock the South's contractor shall carry Builder's Risk insurance with respect to all construction and demolition to be done on the Premises.

(2) An “All Risk" policy is an insurance policy that insures against "all direct risks" except for specified exclusions or an insurance policy that insures against "direct risks" except for specified exclusions.

(3) Only those exclusions and limitations commonly applicable to an “All Risk" insurance policies for commercial properties shall be included.

(4) The coverage limits shall not be less than an estimate of the cost of replacing any improvements, buildings and structures on the Premises. Coverage shall be at least sufficient so that losses shall be paid in full up to the face amount of the policy.

Section 6.6 Obligation to Carry Liability Insurance.

Rock the South shall also maintain at all times the following insurance for the mutual benefit of the City and Rock the South:

(a) Rock the South shall during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and any improvements and the sidewalks, trails, driveways, parking and camping areas, event venue area and curbs thereon or adjacent thereto and the business operated by Rock the South and any sub-lessee or contractor of Rock the South on the Premises, with limits of not less than One Million Dollars ($1,000,000) in the event of bodily injury or death of one person, and not less than Two Million Dollars ($2,000,000) in the event of bodily injury or death in the aggregate, with an umbrella liability policy with combined limits of not less than Five Million Dollars ($5,000,000.00) and broad form property damage coverage of not less than One Million Dollars ($1,000,000). The policy shall be a comprehensive general liability policy on an occurrence basis, including automobile coverage and shall include contractual liability, severability of interest and cross-liability endorsements.

(b) The limits of this policy shall be increased from time to time to meet changed circumstances including but not limited to changes in the purchasing power of the dollar, that is, changes in the U.S. Consumer Price Index.

Section 6.7 General Provisions as to Insurance Coverage.

(a) Each insurance policy shall be issued by an insurance company that is reasonably satisfactory to the City and Rock the South and by an insurance company licensed to do business in the State of Alabama. An insurance company shall be deemed to be satisfactory to a party if A.M. Best Company rates it as having a policyholder's rating of A or better. If A.M. Best Company changes its rating system, then comparable ratings shall be substituted to the extent feasible. Each insurance policy shall be reasonably satisfactory to the City and Rock the South in form and substance.

(b) Insurance carried pursuant to this Section shall be carried in favor of the City, Rock the South, and any designee of Rock the South as their interests may appear. The City, its elected officials, employees, representatives and agents, shall be named as additional insureds with respect to all insurance carried by Rock the South under this Section.

(c) Insurance required to be carried by Rock the South may be included in general coverage under policies which also include the coverage of other property in which Rock the South or affiliates of Rock the South have an insurable interest.

(d) A certificate with respect to each insurance policy required to be carried by Rock the South shall be delivered to the City at least sixty (60) days prior to prior to the commencement of the Annual Event to be held at the Premises, and thereafter on or before the renewal date for each such policy.

(e) (i) Each insurance policy and certificate shall provide, in effect, that the policy may not be canceled, reduced in amount, or modified by the insurer until at least sixty (60) days after the insurer shall have notified the City and Rock the South in writing by certified mail, return receipt requested.

(ii) Each insurance policy and certificate shall provide, in effect, that the policy will be renewed and further renewed unless the insurer shall give the City and Rock the South, and any designee of Rock the South, at least sixty (60) days' notice in writing by certified mail, return receipt requested, of the insurer's unwillingness to renew.

(f) Each insurance policy carried pursuant to this Section shall contain provisions to the effect that losses shall be payable despite the negligence of any person having an insurable interest in the Premises.

Section 6.8 Default.

Rock the South's failure to obtain or maintain the insurance coverage required under this Section, or to provide proof of such coverage as required herein, shall constitute a material default under this Agreement. In the event of such default, City shall have the right, in addition to any other remedies available under this Agreement or applicable law, to obtain such insurance coverage on Rock the South's behalf and at Rock the South's expense, or to terminate this Agreement upon written notice to Rock the South.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 7.2 Term. Unless terminated earlier or extended in accordance with the terms hereof, this Agreement and the obligations of the City hereunder shall terminate on the final effective day of this agreement.

Section 7.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

Section 7.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

Section 7.5 Assignment. Neither Party may assign this Agreement without the written consent of the other Party, provided, however, that Rock the South may assign any or all of its interests, rights, or obligations in, to, or under this Agreement to any entity controlling, controlled by, or under common control with Rock the South or any entity controlled, directly or indirectly, by Persons that are substantially similar to those Persons that control Rock the South with the City's consent. In the event another company acquires Rock the South, such acquisition shall be approved by the City, which approval will not be unreasonably withheld, conditioned, or delayed.

Section 7.6 **Binding Effect; Governing Law.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Section 7.7 **Notices.** All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier,

Addressed as follows:

If to the City: The City of Decatur, Alabama

402 Lee St NE, or P.O. Box 488

Decatur, Alabama 35602

Attn: City Attorney

If to Rock the South:

120 Carolina Way

Gallatin, Tennessee 37066

Attn: Nathan Baugh

Section 7.8 **Liabilities of the City**. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on municipalities by the Alabama Constitution. None of the City's elected officials or other officers or employees shall have any personal liability hereunder for any reason.

Section 7.9 **Survival of Covenants.** The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms; provided however, in no event shall any covenants or other obligations or duties contained herein continue or otherwise survive the termination of this Agreement, unless otherwise stated.

Section 7.10 **No Waiver.** No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 7.11 **Venue.** The City and Rock the South irrevocably submit to the jurisdiction of the Alabama state courts sitting in Morgan County, Alabama over any suit, action or proceeding arising out of or relating to this Agreement and waive, to the fullest extent permitted by law, any objection or defense that such party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter.

Section 7.12 **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the City and Rock the South and their respective permitted successors and assigns.

Section 7.13 **Headings.** The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 7.14 **No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

Section 7.15 **Amendment.** The Parties may amend this Agreement upon mutual written agreement.

Section 7.16 **Guaranty.** Nathan Baugh and Shane Quick shall personally guarantee all of the obligations of Rock the South under this Agreement, and as required by law, as evidenced by the Guaranty attached hereto as Exhibit "B", and incorporated herein by reference.

[EXECUTION TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the City and Rock the South have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

CITY OF DECATUR, ALABAMA

CITY SEAL

_____
Tab Bowling, Mayor

Attest: _____
City Clerk-Treasurer

Peachtree Entertainment Company, LLC, a Delaware limited liability company

By: _____
Nathan Baugh
Its Managing Member

STATE OF ALABAMA)

MORGAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Tab Bowling, whose name, as Mayor of the City of Decatur, a municipal corporation, 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 this instrument, he, as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 2025.

_____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

MORGAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Nathan Baugh whose name as Managing Member of Peachtree Entertainment, LLC, a Delaware 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 this instrument, he, in such capacity, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 2025.

_____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

NOTE: Metes and bounds description to be substituted for drawing when survey is completed.

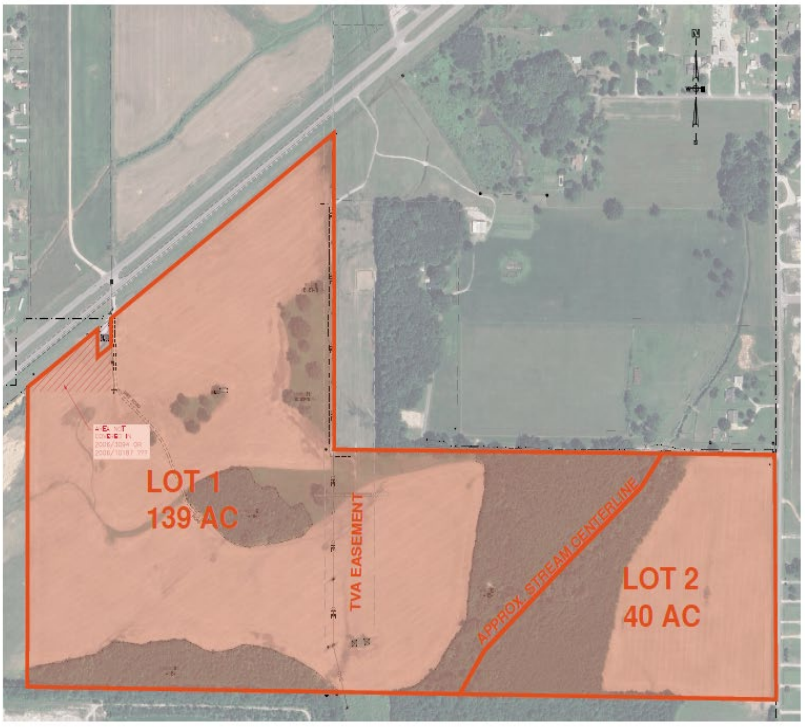

EXHIBIT ONLY NOT A SURVEY

PUGH WRIGHT MCANALLY
CIVIL ENGINEERS

REVISIONS

EXHIBIT
SECTION 28, TOWNSHIP 5 SOUTH, RANGE 5 WEST
DECATUR, MORGAN COUNTY, ALABAMA
EXHIBIT

Date: 08/29/2025
Drawn By: NLT
Approved By: N/A
Scale: N/A

Job Number
569-25

Sheet Number
1 OF 1

EXHIBIT "B"

GUARANTY

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

GUARANTY AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2025 by **NATHAN BAUGH and SHANE QUICK** (the "Guarantors") in favor of the **CITY OF DECATUR, ALABAMA**, an Alabama municipal corporation ("City"). As used in this Agreement, except as otherwise defined herein or unless the context may clearly require to the contrary, all capitalized words and phrases shall have the meaning attributed to them in that certain Event Agreement of even date herewith between Peachtree Entertainment, LLC, a Delaware limited liability company (the "Peachtree") and City (as the same may be amended or modified from time to time, the "Event Agreement").

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors agree, covenant and represent as follows:

1.

(a) Guarantors hereby severally, separately, absolutely and unconditionally, guarantee to City the due, regular and punctual payment and prompt performance of the obligations of Peachtree under the Event Agreement ("Obligations"), including payment of all Default Costs.

(b) This Guaranty is an unconditional guaranty, and Guarantors agree that City, upon the occurrence of an Event of Default under the Event Agreement shall not be required to assert any claim or cause of action against Peachtree or any other Person before asserting any claim or cause of action against any Guarantors under this Agreement.

(c) To the extent permitted by law, notice of acceptance of this Agreement and of any default by Peachtree is hereby waived by Guarantors; presentment, protest, demand, and notice of protest from Peachtree are hereby waived; and all settlements, compromises, compositions, accounts stated, and agreed balances in good faith between any primary obligors shall be binding upon Guarantors.

(d) This Agreement shall not be affected, modified, or impaired by the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangements, composition with creditors or readjustment of, or other similar proceedings affecting either of the Guarantors or Peachtree, or any of the assets belonging to one or more of them, nor shall this Agreement be affected, modified or impaired by

the invalidity of the Event Agreement or any other document executed by Peachtree in connection with the Annual Event.

(e) Without notice to any Guarantor, without the consent of any Guarantor, and without affecting or limiting any Guarantor's liability hereunder, City may:

(i) grant Peachtree extensions of time for payment of the Obligations or any part thereof;

(ii) renew any of the Obligations;

(iii) grant Peachtree extensions of time for performance of agreements or other indulgences;

(iv) at any time release any other Guarantor from such Guarantor's guarantee of any of the Obligations;

(v) compromise, settle, release, or terminate any or all of the Obligations, covenants, or agreement of Peachtree under the Event Agreement; and

(vi) with Peachtree's written consent, modify or amend any obligation, covenant or agreement of Peachtree set forth in the Event Agreement.

(f) This Agreement may not be terminated by any Guarantor until such time as all Obligations, including any renewals or extensions thereof, have been paid and performed in full and such payments and performance of the Obligations have become final and are not subject to being refunded as a preference or fraudulent transfer under Bankruptcy Law or other applicable Law.

2. Each Guarantor represents and warrants to City and covenants that such Guarantor has full power and unrestricted right to enter into this Agreement, to incur the Obligations provided for herein, and to execute and deliver the same to City, and that when executed and delivered, this Agreement will constitute a valid and legally binding Obligation of such Guarantor, enforceable in accordance with its terms. Each Guarantor acknowledges that City is relying upon such Guarantor's covenants herein in entering into the Event Agreement, and each Guarantor undertakes to perform such Guarantor's Obligations hereunder promptly and in good faith.

3. Each Guarantor covenants and agrees that so long as the Obligations are outstanding, such Guarantor will from time to time upon request, furnish to City such information regarding the business affairs, finances, and conditions of such Guarantor and such Guarantor's properties as may be requested of Guarantor.

4. If Peachtree is or shall hereafter be indebted to City for any obligations, liability or indebtedness other than the Obligations, and City should collect or receive any payments, funds or distributions which are not specifically required, by law or agreement, to be applied to the Obligations, City may, in its sole discretion, apply such payments, funds or distributions to indebtedness of Peachtree other than the Obligations.

5. This Agreement shall be binding upon, and inure to the benefit of, Guarantors, City and their respective legal representatives, heirs, successors and assigns.

6. The validity, interpretation, enforcement and effect of this Agreement shall be governed by and construed according to the laws of the State of Alabama. Each Guarantor and the City consent that any legal action or proceeding arising hereunder shall be brought in the State and Federal courts having jurisdiction over matters in Morgan County, Alabama, and assent and submit to the personal jurisdiction of any such courts in any such action or proceeding.

7. GUARANTORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR IN CONNECTION WITH THE TRANSACTIONS RELATED HERETO OR THERETO OR CONTEMPLATED HEREBY OR THEREBY OR THE EXERCISE OF ANY RIGHTS AND REMEDIES HEREUNDER OR THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. GUARANTORS AGREE THAT CITY MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF GUARANTORS WITH CITY IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8. In the event that any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

9. Any notice or payment required hereunder or by reason of the application of any law shall be given and deemed delivered as provided in the Event Agreement, except no payment shall be deemed received until the actual receipt thereof.

10. The failure at any time or times hereafter to require strict performance by Guarantors of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by any Guarantor and delivered to City shall not waive, affect or diminish any right of City hereafter to demand strict compliance or performance therewith and with respect to any other provisions, warranties, terms

and conditions contained in such agreements, documents and instruments, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto and whether of the same or a different type. None of the warranties, conditions, provisions and terms contained in this Agreement or in any agreement, document or instrument now or hereafter executed by any Guarantor and delivered to City shall be deemed to have been waived by any act or knowledge of City, its agents, officers or employees, but only by an instrument in writing, signed by an office of City, and directed to Guarantors specifying such waiver.

11. The Obligations of Guarantors under this Agreement will continue to be effective or be reinstated, as the case might be, if at any time any payment from Peachtree of any sum due to City is rescinded or must otherwise be restored or returned by City on the insolvency, bankruptcy, dissolution, liquidation or reorganization of Peachtree or as a result of the appointment of a custodian, conservator, receiver, trustee or other officer with similar powers with respect to Peachtree or any part of Peachtree's property or otherwise.

12. Guarantors will, on demand, reimburse City for all expenses incurred by City in connection with the preparation, administration, amendment, modification or enforcement of this Agreement, and if at any time hereafter City employs counsel to advise or provide other representation with respect to this Agreement or any other agreement, document or instrument heretofore, now or hereafter executed by any Guarantor and delivered to City with respect to Peachtree or the Obligations, or to commence, defend or intervene, file a petition, complaint, answer, motion or other pleadings or to take any other action in or with respect to any suit or proceeding relating to this Agreement or any other agreement, instrument or document heretofore, now or hereafter executed by any Guarantor and delivered to City with respect to Peachtree or the Obligations, or to represent City in any litigation with respect to the affairs of any Guarantor, or to enforce any rights of City or Obligations of any Guarantor or any other Person which may be obligated to City by virtue of this Agreement or any other agreement, document or instrument heretofore, now or hereafter delivered to City by or for the benefit of any Guarantor with respect to Peachtree or the Obligations, or to collect from any Guarantor any amounts owing hereunder, then in any such event, all of the Attorneys' Fees incurred by City arising from such services and any expenses, costs and charges relating thereto shall constitute additional Obligations of Guarantor payable on demand.

13. Guarantors hereby waive any rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof as to any of the Obligations created hereunder.

14. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among Guarantors and the City with respect to the subject matter hereof.

IN WITNESS WHEREOF, this instrument has been duly executed by Guarantors as of the day and year first above written.

_____	_____
Witness	Nathan Baugh
_____	_____
Witness	Shane Quick

NOTICE OF PUBLIC HEARING-CITY OF DECATUR, ALABAMA

Where: City Council Chambers, City Hall, 402 Lee Street N.E., Decatur, Alabama 35601

When: Thursday October 30, 2025 at 9:30 a.m.

Re: Public Hearing regarding economic development incentives from the City of Decatur, Alabama for Rock the South and affiliated Parties to move the annual Rock the South Event to the Decatur Corporate Limits to be branded as Rock the South-Decatur, and as an investment and incentive for Rock the South to hold the annual event for an initial five year period at 3536 Gordon Terry Parkway, Decatur, Alabama.

Pursuant to Amendment No. 772 to the Alabama Constitution of 2022 as Amended ("Amendment No. 772"), regarding economic development in the City of Decatur, Alabama (the "City"), the City hereby gives notice that its City Council, as the governing body of the City will conduct a Public Hearing pursuant to Amendment No. 772 and receive public comments regarding the event investment incentive described below at a special called council meeting to be held on Thursday October 30, 2025 at 9:30 a.m. in the City Council Chambers, City Hall, 402 Lee Street N.E., Decatur, Alabama 35601.

Background

SNMN Holdings Group, LLC, a Tennessee limited liability company, 46 Entertainment, Inc., a Tennessee corporation, Peachtree Entertainment, LLC, a Delaware limited liability company, Greenawalt Hospitality, LLC, an Alabama limited liability company, Shane Quick, and Nathan Baugh facilitate, do business and operate as Rock the South as an annual event and will move and locate to Decatur, Alabama to be branded as Rock the South-Decatur. Rock the South will provide cultural, entertainment, tourism, artistic, and economic value to the Decatur, Alabama area with its annual event. Rock the South has had a very positive history and attracts a substantial number of patrons and fans from across the nation. Rock the South will add to the property tax base by purchasing, locating and making improvements to its property along with an additional infrastructure improvement of at least $50,000 annually.

Rock the South has agreed and committed that it will diligently use all available measures to protect against damages and losses caused by the cancellation of an annual event for any reason. It has further agreed that the City, with the good faith, cooperative and equitable efforts of Rock the South, will receive an equitable reimbursement of its annual investment appropriation and incentives for any year that the annual Rock the South-Decatur event is not held for any reason. Rock the South as further assurance and commitment to the City has agreed that if it does not have verified ticket sales of at least 15,000 for an annual event with the collection and payment of the applicable city taxes for such number of ticket sales, then in such case the City and Rock the South will negotiate in good faith to lower the City's annual investment for the subsequent year to an equitable sum. The City and Rock the South will develop more in depth guidelines to better define this commitment.

Description of Public Benefits

The City Council has determined that the Rock the South Event in Decatur will promote economic development in the City and serve valid and sufficient public purposes, including (1) causing capital investment in the City, (2) increasing employment and business opportunities for city residents and businesses, (3) attracting visitors from across the nation with positive publicity focusing on Decatur, Alabama, (4) increasing the tax base of the City, (5) sharing in the financial proceeds of the event, and (6) improving the overall quality of life for City residents; nothwithstanding the benefits to SNMN Holdings Group, LLC, a Tennessee limited liability company, 46 Entertainment, Inc., a Tennessee corporation, Peachtree Entertainment, LLC, a Delaware limited liability company, Greenawalt Hospitality, LLC, an Alabama limited liability company, Shane Quick, and Nathan Baugh.

City Obligations with Benefits to Private Entities

Pursuant to the proposed Event Agreement between the City and Rock the South, the City agrees to make a total investment and economic incentive of $5,000,000 over a five year period. The Year 1 investment will total $1,200,000. The year 2 investment will total $1,100,000. The Year 3 investment will total $1,000,000. The Year 4 investment will total $850,000. The Year 5 investment will total $850,000. The City will also supply some public safety employees to supplement the required Rock the South-Decatur Event's public safety and emergency personnel.

Description of Private Beneficiaries

SNMN Holdings Group, LLC, a Tennessee limited liability company, 46 Entertainment, Inc., a Tennessee corporation, Peachtree Entertainment, LLC, a Delaware limited liability company, Greenawalt Hospitality, LLC, an Alabama limited liability company, Shane Quick, and Nathan Baugh have invested in, will own and operate the Rock the South-Decatur annual event with a committed investment in Decatur, Alabama. They will benefit from the City's investment appropriations.

Council Actions to be Taken

The City Council will hold a public hearing and take public comments regarding the Rock the South-Decatur Event Investment by the City at the public hearing. Following the public hearing, the Council may consider an additional Resolution making certain findings required by Amendment No. 772 and approving the Event Agreement. All members of the public are encouraged to attend the Public Hearing and public meeting and/or submit prior written comments to the City Clerk-Treasurer.

CITY OF DECATUR, ALABAMA

BY: Tab Bowling, Its Mayor