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RESOLUTION NO.: R-2021-077

*Authorizing the City Manager to execute a Second Amendment to the
Spirit Communications Park Naming Rights Agreement*

BE IT RESOLVED by the Mayor and City Council this 20th day of July, 2021, that the City Manager is hereby authorized to execute the attached Second Amendment to the Spirit Communications Park Naming Rights Agreement, or in a form to be approved by the City Attorney, between Segra, Hardball Capital, LLC and the City of Columbia, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:

Ann B. Wilson
City Manager

Approved as to form:

ATTEST:

[Handwritten Signature]
City Attorney

Erica D. M. Hammond
City Clerk

Introduced: 7/20/2021
Final Reading: 7/20/2021

SECOND AMENDMENT TO THE SPIRIT COMMUNICATIONS PARK NAMING RIGHTS AGREEMENT

THIS SECOND AMENDMENT TO THE SPIRIT COMMUNICATIONS PARK NAMING RIGHTS AGREEMENT ("Amendment No. 2") is made and entered into as of the date of the last signature hereinbelow (the "Effective Date") by and between the City of Columbia, South Carolina (the "City"); Hardball Capital LLC, a Georgia limited liability company (the "Team"); and South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications, presently doing business as Segra, a South Carolina limited liability company ("Segra"). The City, Team or Segra may be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the Parties executed the Spirit Communications Park Naming Rights Agreement on November 14th, 2014 (the "Agreement");

WHEREAS, the Parties amended the Agreement on December 18th, 2014 to add language to include additional requirements in compliance with Major League Baseball's then-existing rules;

WHEREAS, the Parties desire to amend the Agreement to change the name of the Agreement to reflect the change in name of one of the Parties and to account for the impact of the COVID 19 pandemic on the Agreement;

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

1. Except as the context otherwise requires, capitalized terms used in this Amendment No. 2 without definition shall have the same meanings as are set forth in the Agreement.
2. Henceforth the Agreement shall be known as the Segra Park Naming Rights Agreement and all amendments shall also reflect this change of name.
3. The Initial Term of the Agreement shall be extended by one year as shall Segra's time in which to provide a written election notice to the Team and the City to exercise the Extended Term. The Initial Term of the Agreement shall run through the conclusion of the 2026 Minor League Baseball season. Segra shall provide the written election notice to exercise the Extended Term to the Team and the City no later than September 30, 2025. The Extended Term, if exercised, shall extend five years from the conclusion of the Initial Term.
4. Segra shall continue to pay Naming Rights Fees on the schedule dictates by Section 2 of the Agreement. Segra shall not have a Naming Rights payment due in April of 2026.
5. The Parties agree that the COVID 19 pandemic is a Force Majeure event under Section 5 of the Agreement and that failure to achieve 200,000 attendees in the 2020 and 2021 seasons shall not trigger or contribute in any way to a default condition under the Agreement.
6. A new Section 3(j) shall be added and shall read as follows:

The Team shall hereby be permitted to sublicense the stadium name and logo and any relevant Segra intellectual property (the "Stadium IP") to all Authorized Sublicensees and to authorize such Authorized Sublicenses to sublicense to their respective licensees and agents the use of the

Stadium IP (i) for promotional purposes in reference to the Venue and events and Team games held within the Venue, the Team and the MLB PDL and its composite leagues; and (ii) for inclusion on merchandise and premiums as permitted by the PDL Documents (as defined herein). For purposes of this Agreement, "Authorized Sublicensee" means the Team, MLB Professional Development Leagues, LLC ("MLB PDL"), Minor League Baseball, MLB Advanced Media, L.P., The Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., and The MLB Network, LLC.

7. Section 15 is hereby deleted and shall be replaced in its entirety with the following:

15. Compliance with Baseball Rules.

Segra hereby acknowledges and agrees that all rights and entitlements granted under this Agreement shall be subject to the review and written approval of MLB PDL, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "PDL Documents"): (i) any present or future agreements or arrangements entered into by, or on behalf of MLB PDL and/or any of its respective present or future affiliates, assigns or successors (collectively, the "PDL Entities"); and (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, MLB PDL, any other PDL Entity and/or the Commissioner of Baseball that are specifically related to or generally applicable to the player development league system or one or more of its clubs. The issuance, entering into, amendment, or implementation of any of the PDL Documents shall be at no cost or liability to any PDL Entity or to any individual or entity related thereto. The territory within which Segra is granted rights hereunder is limited to, and nothing herein shall be construed as conferring on Segra rights in areas outside of, the marketing territory of the Team as established and amended from time to time pursuant to the PDL Documents. No rights, exclusivities or obligations involving the internet or any interactive or on-line media (as defined by the PDL Entities) are conferred by this Agreement, except as are specifically approved in writing by the Team.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 2 to be duly executed on its behalf on the date written below its signature.

SEGRA

By: 

Print Name: Grey Humphrey

Title: Chief Revenue Officer

Date: August 17, 2021

HARDBALL CAPITAL

By: 

Print Name: JASON M. FREIER

Title: CEO

Date: 8/3/2021

THE CITY OF COLUMBIA SOUTH CAROLINA

By: 

Print Name: Teresa B. Wilson

Title: City Manager

7/25/2021 | 5:35:43 PM EDT

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC