

AMENDMENT TO LEASE AND OPERATING AGREEMENT

(GRAYSON STADIUM IMPROVEMENTS)

THIS AMENDMENT TO LEASE AND OPERATING AGREEMENT (“Amendment”) is entered into as of the ___ day of _____, 2024, (“Effective Date”) by and between **FANS FIRST ENTERTAINMENT, LLC**, a North Carolina limited liability company (“FFE” or “Tenant”) and **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”).

WITNESSETH:

WHEREAS, City is the owner of certain real property known as Grayson Stadium, in Daffin Park, Savannah, Georgia, as more particularly described in Exhibit A, attached hereto and made a part hereof (“Leased Premises”), and the surrounding land and parking facilities;

WHEREAS, City and FFE entered into that certain Lease and Operating Agreement, dated August ___, 2020 (“Lease”), which granted Tenant, and Tenant’s agents, employees, guests, and invitees a lease and operating agreement to enter, use, occupy, manage, operating and maintain the Leased Premises;

WHEREAS, pursuant to Section 3.2 of the Lease, FFE agreed to be solely responsible for the operating, securing and managing the Leased Premises in a professional manner;

WHEREAS, pursuant to Section 3.4 of the Lease, any renovations or new construction by Tenant to the Leased Premises shall require the review and approval of the City;

WHEREAS, the City has determined that it is in the best interest of the citizens of Savannah to support the renovation of the Leased Premises by utilizing projected SPLOST funds in the maximum amount of \$3,000,000 specifically designated for Grayson Stadium (“SPLOST Funds”) to construct certain public improvements and infrastructure in and around the Leased Premises;

WHEREAS, the City and FFE wish to enter into this Amendment to articulate and memorialize their obligations to one another with respect to the construction of certain public improvements and infrastructure to serve the Leased Premises, and to therefore ensure the timely and efficient renovation of the Leased Premises.

NOW THEREFORE, in consideration of the agreements set forth herein below, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the City and FFE (collectively, the “Parties”; separately, a “Party”) agree as follows:

1. **Incorporation of the Recitals.** The foregoing recitals of this Amendment are incorporated herein as if fully set out below.

2. **City Agreements.** The City hereby agrees to the following:

(a) The City hereby commits the SPLOST Funds as is necessary for the construction and installation of the following public improvements and infrastructure required to support the Leased Premises, but subject to the limitations set forth herein, with any remaining SPLOST Funds to be used for the future construction and installation of public improvements and infrastructure to serve future plans for the Leased Premises as approved by the City. FFE shall use commercially reasonable efforts to complete the following, in the order listed below, to the extent SPLOST Funds are sufficient to cover the cost of the same (but in no event shall FFE be required to complete all of the same):

- i. Replacement of the existing field on the Leased Premises;
- ii. Replacement of the existing lighting utilized by the Leased Premises;
- iii. Replacement of the existing videoboard on the Leased Premises;
- iv. Replacement of the existing seating and/or adding new seating within the Leased Premises; and
- v. Refurbishment of the existing parking areas within and adjacent to the Leased Premises (collectively (i) - (v) are referred to herein as “Improvements” and individually as an “Improvement”).

FFE shall use best efforts to construct such Improvements in accordance with certain design and construction plans to be submitted to the City for approval (“Plans”), which approval shall not be unreasonably withheld, conditioned, or delayed. All Plans must be approved by the City prior to any commencement of construction.

(b) Procurement Procedure. FFE shall comply with State statutes and City ordinances when procuring construction services for the Improvements. This includes, but is not limited to, obtaining at least three competitive quotes for each intended purchase or contract to be obtained from a particular vendor or contractor which exceeds \$5,000.00. Records of such competitive quotes shall be maintained by FFE and shall be made available to the City upon request. For any single purchase or contract valued in excess of \$25,000.00, FFE shall consult with an assigned City Representative who shall determine and approve the proposed method of procurement to be implemented by FFE; said approval by City not to be unreasonably withheld. Any procurement by FFE of capital goods or services pertaining to the Improvements not in compliance with the requirements of this section shall not be eligible for reimbursement. Notwithstanding the foregoing, City has approved of the contracts attached hereto as Exhibit B and incorporated by reference herein (“Contracts”), which Contracts are acceptable piggyback pre-bid state and/or purchasing cooperative contracts, and which Contracts are compliant with applicable State law and local ordinance.

(c) The City, hereby agrees to reimburse FFE for all the costs (“Costs”) associated with such Improvements within thirty (30) days of receiving the following: (i) reasonable evidence of the completion of each Improvement in accordance with the Plans, in a good and workmanlike manner, and in accordance with the construction fee schedule and (ii) any

invoices and documentation reasonably requested by the City. Costs shall include, but shall not be limited to: labor and supplies, and necessary professional services.

All Improvements shall be dedicated to and owned by the City upon completion and shall remain as part of the Leased Premises at the expiration of the Lease.

Notwithstanding anything to the contrary herein, FFE agrees that the Costs shall not include any fee of FFE and FFE agrees that the management, oversee and other services provided in connection with the construction of the Improvements shall be done at no fee and that FFE is performing such serves as a material benefit to FFE as the Tenant of the Leased Premises.

(d) If legally permissible, the City agrees to waive all permit fees, tap-in fees, water surcharge fees, sewer tap-in fees and sewer surcharge fees, and impact fees (collectively, "Fees") for the Improvements.

(e) The City shall expressly have no obligation to fund any Costs for the Improvements in excess of the SPLOST Funds. Any costs incurred by FFE in excess of the reimbursement SPLOST allotment of \$3,000,000 shall be paid by FFE.

3. **FFE Agreements.** FFE hereby agrees as follows:

(a) FFE, or the agents, contractors, or subcontractors of FFE, shall oversee the production of the Plans and shall provide such plans to the City, at no expense to the City.

(b) FFE shall oversee the construction of the Improvements to ensure that they are constructed in a good and workmanlike manner. Before the date on which the construction starts, FFE, or the agents, contractors, or subcontractors of FFE, shall obtain, and at all times during the term of this Amendment maintain, all necessary licenses and consents and comply with all relevant laws, regulations, rule, regulations and ordinances applicable to the provision of the construction of the Improvements.

(c) FFE shall be responsible for all FFE personnel (which includes, without limitation, FFE employees, subcontractors and independent contractors) and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

(d) **No Mechanic's Liens.** FFE, in the exercise of its obligations herein, or in the performance of any duties under this Amendment, shall not cause or permit any mechanic's or materialman's lien to attach to or to be perfected or enforced against the Leased Premises on which FFE performs work or causes work to be performed. If by reason of any alterations, repair, labor performed or materials for or on behalf of FFE any mechanics or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises on which FFE performs work or causes work to be performed, FFE shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after notice from the City.

(e) FFE shall be responsible to the City for acts and omissions of FFE's employees, subcontractors and their agents and employees, and other persons or entities performing all or portions of the work to construct the Improvements for or on behalf of FFE or any of its subcontractors. Upon request by the City and after payment, FFE and/or its subcontractors shall provide interim and/or final lien waivers (as the case may be) in the standard Georgia forms.

(f) Insurance. During the term of this Amendment, FFE shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of FFE under this Amendment. Upon City's request, FFE shall provide the City with a certificate of insurance from FFE's insurer evidencing the insurance coverage specified in this Amendment. The certificate of insurance shall name the City as an additional insured. FFE shall provide the City with 30 days' advance written notice in the event of a cancellation or material change in FFE's insurance policy. Except where prohibited by law, FFE shall require its insurer to waive all rights of subrogation against the City's insurers and the City. FFE shall also provide Workers Compensation and Employers Liability covering \$500,000.00 and shall provide a certificate of insurance to the City evidencing such coverage upon executing this Amendment.

(g) Hold Harmless and Indemnification. FFE shall indemnify, defend, and hold harmless the City and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Amendment, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), relating to, arising out of or resulting from: (i) any claim of a third party arising out of or occurring in connection with FFE's negligence, willful misconduct, or breach of this Amendment, (ii) any negligent or willful acts and/or omissions of FFE and/or its employees, agents, other contractors or subcontractors and/or (iii) performance of the construction of the Improvements.

4. Maintenance and Repair of Field. The proposed Improvements include replacement of the natural grass and clay baseball field with artificial turf to provide more resilience and an enhanced appearance. The Parties recognize and acknowledge the projected useful/effective life of artificial turf is approximately eight-to-ten years, depending on various factors and levels of play. In lieu of increasing rent to amortize the replacement cost of the turf field over time, the Parties agree that FFE shall assume and accept all maintenance and repair duties and costs associated with the artificial turf. Therefore, Sections 3.2 and 3.3 of the Lease are amended as follows:

(a) Section 3.2. Tenant Operations and Management, is hereby amended to include the following: "Tenant shall be solely responsible for the operation, maintenance, upkeep, and repair of the artificial turf field and clay pitcher's mound during the eight (8) year

warranty period, and shall not do anything to void or diminish the warranty of the turf field during the eight (8) year warranty period. Tenant shall be solely responsible for any damages or repairs to the turf field not covered by the manufacturer and installer warranties. Tenant shall implement manufacturer and installer product care, preventative maintenance, and repair recommendations for the turf field.”

(b) Section 3.3. City Maintenance, is hereby amended as follows: Remove all references to the field and turf maintenance, and specifically state City is not responsible for operating, maintaining, or repairing the artificial turf field during the eight (8) year warranty period.

5. Force Majeure. The Parties shall use reasonable diligence to perform the work described herein but shall not be liable to each other, or their successors or assigns, for damages, costs, attorneys’ fees, reasonably and actually incurred (including costs or attorney’s fees on appeal) for breach of contract, or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the Parties. Such causes may include but shall not be limited to, Acts of God, acts of other governmental entities, strikes, lockouts or unavailability of materials.

6. Access. City hereby grants FFE a license and temporary access easement in, over and through real property under the control of the City for the purposes of ingress and egress and in order to perform the work necessary to complete the Improvements as described herein. Nothing in this Section 5 is intended to waive or circumvent the obligation of FFE to comply with all aspects of the City's permitting process, including, but not limited to, all permitting obligations related to entering upon or working in public right of ways owned by the City.

7. Agency. FFE and the City, and their agents, contractors, or subcontractors, shall perform all activities that are outlined in this Amendment as independent entities and not as agents of each other.

8. Controlling Laws; Jurisdiction; Venue.

(a) This Amendment and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.

(b) The location for settlement of any and all claims, controversies, or disputes, and any litigation arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia. The Parties consent and agree that venue of any civil action arising from or related to this Agreement shall exclusively lie in the State and Superior Courts of Chatham County, Georgia and the United States District Court for the Southern District of Georgia, Savannah Division, and the Parties hereby consent to the jurisdiction of those courts over them.

9. Miscellaneous.

(a) Except as amended by this Amendment, all terms and conditions of the Lease shall remain in full force and effect. The undersigned hereby ratify, confirm and reaffirm the Lease, as hereby modified and amended. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

(b) There are no other agreements or understandings, either oral or written, between the Parties affecting this Amendment or the subject matter covered by this Amendment, except as otherwise specifically provided for or referred to herein. No change or addition to, or deletion of, any portion of this Amendment shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

(c) No Assignment. This Amendment shall not be assignable in whole or in part by a Party without the prior written consent of the other Parties. Any attempted assignment without prior written consent shall be void and of no force or effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

(d) Strict Performance. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Amendment or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Amendment, but each and every covenant, condition, agreement and term of this Amendment shall continue in full force and effect with respect to any other existing or subsequent breach.

(e) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to “Section”, “subsection”, “Exhibit” or “Schedule” shall refer to the corresponding Section, subsection, Exhibit, or Schedule of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word “including” is used, it shall have the same meaning as “including but not limited to” and “including without limitation.” Any reference in this Agreement to “herein” or “hereof” shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.

(f) Severability. In the event that any court of competent jurisdiction determines that any provision of this Amendment is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

(g) Letter of Assurance. Upon the request of FFE, the City hereby agrees to furnish a letter to FFE stating that (i) this Amendment is in full force and effect (or, if not, the reason that this Amendment is no longer in full force and effect), (ii) there are no defaults under this Amendment (or, if not, the nature of the default(s)), (iii) all amounts due and payable hereunder have been paid in full (or, if not, the outstanding balances due and payable hereunder),

and (iv) the amount of projected available SPLOST Funds. The City shall use its best efforts to furnish said letter within ten (10) days after request therefor.

(h) Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service (iii) sent by electronic mail or facsimile to the addresses or numbers below if a confirmed receipt, date and time is provided (iv) upon receipt of such notice when deposited in the United States Mail, postage, prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance with:

If to FFE: Fans First Entertainment, LLC
2934 Bee Road
Savannah, Georgia 31404
Phone: (912-712-2482)
Email: jared@thesavannahbananas.com

with a copy to: Hunter, Maclean, Exley & Dunn, P.C.
Attention: Joshua S. Yellin
200 East Saint Julian Street
Savannah, Georgia 31401
Phone: (912) 236-0261
Facsimile: (912) 236-4936
Email: jyellin@huntermaclean.com

If to the City: City of Savannah
Attention: Jay Melder, City Manager
City Hall, P.O. Box 1027
Savannah, Georgia 31402
Phone: (912) 651-6415
Facsimile: (912) 238-0872
Email: jay.melder@savannahga.gov

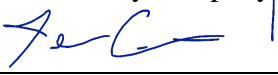
with a copy to: Bates Lovett, City Attorney
Office of the City Attorney
Post Office Box 1027
Savannah, Georgia 31402
Phone: (912) 525-3092
Email: blovett@savannahga.gov

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[EXECUTION ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Amendment under seal as of the date first above written by and through its duly authorized officer or representative.

FANS FIRST ENTERTAINMENT, a North Carolina limited liability company

By: 
Name: Jesse Cole
Title: Owner

[CITY EXECUTION CONTINUED ON THE FOLLOWING PAGE]

**MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH**

By: _____

Name: _____

Its: _____

EXHIBIT A



EXHIBIT B

- (1) AstroTurf Corporation
- (2) Daktronics, Inc.
- (3) Musco Sports Lighting, LLC

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



September 9th, 2024

Project: Savannah Bananas – Grayson Stadium
Location: Savannah, Georgia
Scope: Conversion of natural grass field to synthetic turf
Field Area: Baseball Field – Approximately 134,400 sqft

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **AstroTurf Synthetic Turf** to be installed at **Grayson Stadium** in **Savannah, Georgia**. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications).

Base Bid: **Cost: \$1,254,000.⁰⁰**

<i>Green Outfield:</i>	<i>Rhino Blend 42 oz – 2”</i>
<i>Green Infield:</i>	<i>RootZone Diamond Blend OPS 52 – 2”</i>
<i>“Skinned” Infield/Warning Track:</i>	<i>RootZone Diamond-i OPS 52 – 1.5”</i>
<i>Mounds & Game Field Homeplate:</i>	<i>Diamond ERA 90 – 1.5”</i>

General Conditions

- Provide AstroTurf project management & administration
- AstroTurf standard insurance to include General Liability, Workers Compensation, Automobile, and Umbrella coverage
- All work is based on private/non-prevailing wages
- Includes all applicable sales/use tax
- Samples, submittal information, and shop drawings as required
- Cleanup and disposal of our debris into dumpsters
- Site restoration in all areas disturbed by AstroTurf
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff
- All work must be fully accessible at one mobilization, if not additional mobilization charges may apply

Existing Conditions & Demolition

- Mobilization to project site
- Utility locate services inside of work limits
- Provide and install construction entrance
- Installation of erosion control as required
- Remove existing fence as needed and reinstall at completion
- Cut & cap irrigation
- Excavate up to 7.5” of proposed new field area and dispose of spoils off-site



AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
(800) 723-TURF (8873) help@astroturf.com

- Should engineering, design, or geotechnical investigation require excavation greater than 7.5", AstroTurf will review with the owner & engineer to determine additional costs.
- Subgrade to mirror final grade with a crowned slope of 0.5%
- Excludes excavation or disposal of any unsuitable soils or rock

Drainage Base Construction

- *AstroTurf intends to utilize the existing drainage as shown on WK Dickson Drainage plan (8.22.07)*
- Grade subgrade utilizing laser guided equipment
- 8" x 12" concrete curb with wooden nailer board around field perimeter
- Mirafi 140 N over sub grade and in trenches
- 5" of #57 stone, laser grade and compact
- 1" of #89 stone, laser grade and compact

Athletic Equipment

- (1) set of **bases with anchors**
- (1) home plate in game field and (2) home plates in bullpen areas located in warning track
- Stone sub-base for synthetic turf mounds in game field and double mounds in bullpens complete with pitching rubbers

Synthetic Turf Material & Installation

- Installation by **AstroTurf**-certified crews
- Inlaid markings for sport of baseball
- Seams and inlays to be installed using cold glue
- An infill of sand and rubber at the manufacturer recommended weights and ratios
- (1) interchangeable mound panel at field installation with (1) additional replacement panel per pitching mound.
- (1) set of batter's box panels at installation and (1) additional set of replacement panels (2 batter's box panels and 1 catcher's box panel per set)
- (1) inlaid logo in centerfield
- (1) Turf Groomer/Sweeper – TCA1400
- **AstroTurf Standard (8) Year Manufacturer Warranty**
- Pricing is based on standard color palette

***Our work is based on visual inspection of the existing facilities and field construction per industry standards. Geotechnical testing, engineered plans, and design are not included in our scope of work. Once these services have been performed and final design is completed (if required), AstroTurf will review with the engineer and owner's representative to determine if additional scope is required to complete the construction phase of the project*

***AstroTurf takes pride in manufacturing and providing industry leading products, made from quality materials, purchased through reputable vendors, for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as they have ever been due to the economic climate that has affected the construction industry as whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from the time the project was estimated to the time materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.*

***AstroTurf is only bound to the scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation**, and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days. We look forward to working with you!*

Estimated By:

Justin Lefler

justin.lefler@astroturf.com

(704) 433-7331

Submitted By:

Aaron Klotz

aaron.klotz@astroturf.com

(517) 902-4453

Exclusions

- Bonds and/or Bond cost (Add 1.5%)
- Any survey, layout, certification, or inspection costs, other than those stated in scope
- Testing of any kind not stated in scope of work
- Any alternating panels, attic stock, custom colors, graphics, line packages, replacement panels, sports equipment, and/or maintenance equipment not stated in scope
- Any bullpens or batting cages outside of primary field limits
- Lime or cement soil stabilization
- Geotechnical investigation or reports
- Any additional stormwater treatment BMP's
- Fees and/or permits of any kind
- Design/ construction drawings and/ or permitting for SWPPP
- Hydrology Study/ Engineered plans
- Exfiltration/Infiltration trenches
- Any irrigation work outside of field limits
- Prevailing/ Union Wages
- All brick and/or masonry work
- Fence or netting work of any kind not stated in scope
- Repair or patching of any existing concrete or asphalt paving
- Relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Excavation, disposal, or replacement of any unstable/unsuitable soils
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, builders risk)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Anything not specifically included in stated scope of work

***Deposit and Payment Terms based on credit worthiness of the customer.*

***Payments via credit card will incur a 3% fee*



DAKTRONICS SALES AGREEMENT

Grayson Stadium
1401 E Victory Dr
Savannah, GA 31404

852669-1 REV 1
30-Aug-2024
Valid for 30 Days, Subject to Change

RE: Grayson Stadium, Savannah, GA

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to Grayson Stadium ("Purchaser").

Equipment and Services:

- LVX-3000-800x1440-10SMD
- Top Truss
- Control Equipment
- Installation
- Service: 5 Years Parts

(See attachments for additional details.)

TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$ 798,000
(amount in USD)

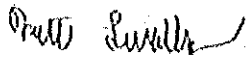
Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:

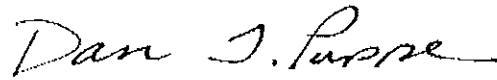


DAKTRONICS
SALES AGREEMENT



Matt Lundberg
Regional Sales
704-791-1268
Matt.Lundberg@Daktronics.com

or



Dan Puppe
Project Manager
605-691-3143
Dan.Puppe@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 852669-1 Rev 1
- SL-02375 Standard Terms and Conditions of Sale
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-02374 Standard Warranty and Limitation of Liability
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A Equipment and Software
 - B Purchase Price and Payment Schedule
 - C Project Management, Engineering, and Site Support Services
 - D Installation Responsibilities
 - E Services

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

DAKTRONICS SALES AGREEMENT

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery Address

Customer:
Address: 1401 E Victory Dr.
City, State, Zip: Savannah GA 31404
Contact: Ret Weeks
Phone and E-mail: ret@thesavannahbanquet.com

Installation/End User Address

Customer: Same
Address:
City, State, Zip:
Contact:
Phone and E-mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: [Signature] Name/Title: President Jared Orton Date: 9/5/2024
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.



DAKTRONICS
SALES AGREEMENT

ATTACHMENT A | EQUIPMENT AND SOFTWARE

- One (1) Outdoor Daktronics LED Video Display
- Daktronics Model: LVX-3000-800x1440-10SMD
 - Approximate Active Area: 26'-3" high x 47'-3" wide
 - Pixel Pitch: 10SMD
 - Matrix: 800x1440
 - LEDs illuminate red, green and blue

Includes:

- Daktronics Custom Control System – Primary/Backup
- Fiber Cabling
- Two (2) All-Sport Controllers
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinets
- Top Truss – DA-1101
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Two (2) Days Operator Training
- Two (2) Events – Control Room Event Support
- One (1) Event – Technical Event Support



DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$798,000.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- 30% with Order
- 60% Payment Before Shipping
- 10% Net 30 from Ship Date

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.



DAKTRONICS
SALES AGREEMENT

ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- o Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- o Establishing and managing the project timeline to meet the needs of your team.
- o Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- o Coordinating shipments and deliveries to align with the established timeframes.
- o Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- o Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a basic content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all content packages. Quotes will be provided to the Purchaser detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so



DAKTRONICS SALES AGREEMENT

long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

AD COPY

Purchaser will provide high quality, print ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels with our standard finish and Purchaser will be responsible for future decoration.

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Preventative maintenance
- Cable or conduit including labor
- Insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding

DAKTRONICS SALES AGREEMENT

ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
	✓	2. Provide existing utility drawings.
✓		3. Removal of existing equipment.
✓		4. Removal of existing structure (excluding footings).
✓		5. Disposal of existing equipment.
✓		6. Disposal of existing structure (excluding footings).
✓		7. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		8. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	10. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	11. Engineering certification for electrical design if necessary.
	✓	12. Engineering and certification for existing vertical structure and footing design. No existing drawings provided.
✓		13. Engineering design and certification for Equipment attachment design. Attachment only to existing vertical steel I-beams.
	✓	14. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	15. Landscaping to include all.
	✓	16. Provide camera-ready artwork for ad panels, and logos at time of order. To include channel letter logo design.
	✓	17. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
✓		18. Site clean-up after Daktronics work.
✓		19. Crating and shipping of all equipment to facility via common or independent carrier.
✓		20. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
✓		21. Lift and mount Equipment listed in this quotation.

DAKTRONICS SALES AGREEMENT

	✓	22. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
	✓	23. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓		24. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	25. Provide and install signal cable conduit, with pull string, from control location to each camera location, as delineated in the electrical and signal drawings.
✓		26. Furnish signal cable as delineated on the quote.
✓		27. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	28. Remote power control/switching (contactors and wiring).
✓		29. Terminate signal cable at control location and video Equipment.
	✓	30. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	31. Provide high speed internet connection to control room equipment.
✓		32. Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		33. Provide computer(s) for control software.
✓		34. Unpack, set-up, hook-up, and testing of control system.
	✓	35. Provide personnel for maintenance and operator training.
✓		36. Perform final systems testing and commissioning.
	✓	37. Final acceptance, per DF-1252.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT E | SERVICES

Years 1-5 Daktronics Parts Coverage

Add-ons Included: Years 1-2 Annual System Check

Scope of Service: <https://www.daktronics.com/DD5454476>

Terms and Conditions of Service: <http://www.daktronics.com/DD5459759>

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

EVENT SUPPORT

One event is defined as a single gate open to close with up to 6 hours on-site. Event support dates need to be agreed upon two weeks prior to the event.

- Event support will include (2) events for control room event support.
 - Control Room Event Support is defined as on-site assistance with Daktronics-provided control systems. This includes:
 - Operator assistance
 - Troubleshooting
 - Configuration
- Technical event support will include (1) event.
 - Technical Event support includes on-site reactionary hardware response to display and computer issues. If parts and circumstances allow, repair and replacement will be handled by the on-site Technical Support.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON

Purchase Agreement

Date: September 5, 2024

Project Name: Savannah Bananas – Grayson Stadium LED

Project #: 219480

<p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC (“Musco”) 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Kalob Gist Email: kalob.gist@musco.com Telephone: 641-673-0411 800-825-6020 Ext 2385</p>	<p>2. BUYER NAME AND ADDRESS: Savannah Bananas (the “Buyer”) 1401 East Victory Road Savannah, GA 31401 Attn: _____ Email: _____ Telephone: _____</p>
<p>3. OWNER NAME AND ADDRESS: Savannah Bananas 1401 East Victory Road Savannah, GA 31401 Attn: _____ Email: _____ Telephone: _____</p>	<p>4. SHIPPING NAME AND ADDRESS: Savannah Bananas (the “Buyer”) 1401 East Victory Road Savannah, GA 31401 Attn: _____ Email: _____ Telephone: _____</p>
<p>5. WARRANTY CONTACT: Savannah Bananas (the “Buyer”) 1401 East Victory Road Savannah, GA 31401 Attn: _____ Email: _____ Telephone: _____</p>	<p>6. FACILITY NAME AND ADDRESS: Grayson Stadium 1401 East Victory Road Savannah, GA 31401</p>

7. EQUIPMENT DESCRIPTION – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the “Equipment”) in accordance with the “Total Price” paragraph of this Agreement:

SportsCluster® Lighting System

- Poletop luminaire assemblies with:
- (74) – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- (12) – Total Light Control™ TLC-BT-1500 BallTracker® factory-aimed and assembled luminaires
- (8) – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- (22) – Total Light Control™ TLC-RGBA factory-aimed and assembled luminaires
- (12) – Total Light Control™ TLC-RGBA-U pole color accent factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects

Show-Light® Pro Entertainment System

- (1) master control cabinet(s)
- (1) touchscreen(s) for onsite control of theatrical effects
- (4) standard pre-programmed theatrical lighting effects applied to facility lighting design
- (2) custom pre-programmed theatrical lighting effects or scenes applied to facility lighting
- (4) minutes of light show programming set to customer supplied and licensed music
- Remote and touchscreen on/off control
- Onsite dimming (high/med/low/blackout)
- Custom color lighting control

Built to the following specifications:

- Driver input voltage: 480
- Phase to pole: 3 phase



Purchase Agreement

Date: September 5, 2024

Project Name: Savannah Bananas – Grayson Stadium LED

Project #: 219480

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to: Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.
9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:
Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.
10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A. **[for GC projects]**
11. **CONSTANT 10™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor and all services outlined in the Musco Constant 10 Agreement to maintain operation of lighting equipment for 10 years as follows:
- **Warranty service begins:** On the date of product shipment
 - **Expiration date:** 10 years from date of shipment
 - **Monitoring, maintenance & control services**
 - **Light levels** – as specified in Musco design documents
 - **Spill light control** – as specified in Musco design documents
 - **Energy consumption:** as specified in Musco design documents
12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$560,000.00 is payable as follows:
- 25% downpayment
 - Net 30

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.



Purchase Agreement

Date: September 5, 2024

Project Name: Savannah Bananas – Grayson Stadium LED

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13. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable

Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

14. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

15. DELIVERY – Normal delivery to the shipping address indicated above is 4 to 6 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the “Total Price” paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco’s substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer’s ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

16. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco’s Warranty Department (877-347-3319). Musco’s Equipment and its performance are sold subject to Musco’s written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco’s behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

17. LIGHT SHOW IMPACTS ON PHOTSENSITIVE PERSONS – In occasional instances, flashing lights from light shows may cause discomfort or adverse reactions to those with photosensitivity. The customer and facility operator agree to take all reasonable measures to post warnings, signage, make announcements or provide other notifications to the public about the potential for adverse reactions to flashing lights or other elements of lighting sequences. While we follow industry best practices to minimize the potential impact, Musco shall bear no liability for any such reactions to either Musco-programmed shows or shows programmed independently by the facility, and the customer and facility operator agree to indemnify and hold Musco harmless therefrom.



Purchase Agreement

Date: September 5, 2024

Project Name: Savannah Bananas – Grayson Stadium LED

Project #: 219480

- 18. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 19. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 20. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 21. DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 23. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 24. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Purchase Agreement

Date: September 5, 2024

Project Name: Savannah Bananas – Grayson Stadium LED

Project #: 219480

25. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

SAVANNAH BANANAS

Acceptance

this 6th day of September, 2024



Signature

Jared Orton, President

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to return all pages of this agreement.

EXHIBIT A.

Scope of Work: Light-Structure System™ - Retrofit

Savannah Bananas
Savannah, GA
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide pole top luminaire assembly on 8 poles; bolt-on bars on 8 poles; Sports Cluster® pole top luminaire assembly on 8 poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Scope of Work: Light-Structure System™ - Retrofit

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Provide labor, materials, and equipment to install 128 total fixtures. Baseball 74, accent 12, RGBA 22, & BTF 20
3. Ensure grounding components meet minimum standards required by NEC and NFPA780.
4. For concrete poles provide new lightning down conductor(aluminum) and 5/8 in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
5. For steel poles provide new ground rod and pole bonding conductor per NFPA780 Annex A.1.6.
6. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
7. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
8. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, (if required).
4. Provide labor, materials, and equipment to install contactor cabinet in leftfield next to electrical distribution panel.
5. Provide labor, materials, and equipment to install antenna for contactor cabinet. Antenna needs to be mounted on yellow fascia above seating area, line of sight to master antenna located at press box.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Show-Light® Special Effects

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet(s), communication cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Provide labor, equipment, and materials to install master antenna at press box level. Antenna needs line of sight to each pole antenna location on top of pole enclosure.
4. Provide and install 24 AWG twisted wire pair cable. Recommended Belden 1583A or equal.



Scope of Work: Light-Structure System™ - Retrofit

5. Plug ethernet cable into port from Musco control and monitoring cabinet to bottom of touch screen located on score keeper table (working distance 300 ft (91 m)).
6. Connect provided touch screen power supply. Requires 120 V outlet.
7. Provide audio cable ¼ in (3.5 mm) plug from customer audio system to communication cabinet (land on Cueserver, must be within 50 ft (15 m)).
8. Land customer provided DMX cable in control and monitoring cabinet on DMX512 input terminals.
9. Check all zones to make sure they work in both auto and manual mode.
10. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

