



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/22/2024

**File ID:** 2024-1746

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Amendment, Assignment and Assumption Agreement by and between the City of Huntsville, C3 Presents, LLC., and C2 Acquisitions.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ N/A

**Total Cost:** \$ N/A

**Special Circumstances:** N/A

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** N/A

## RESOLUTION NO. 24-608

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into an Amendment, Assignment and Assumption Agreement by and between the City of Huntsville, C3 Presents, LLC., and C2 Acquisitions, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Amendment, Assignment and Assumption Agreement by and between the City of Huntsville, C3 Presents, LLC., and C2 Acquisitions." consisting of two (2) pages and the date of August 22, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 22nd day of August, 2024.

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President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 22nd day of August, 2024.

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Mayor of the City of Huntsville,  
Alabama

**AMENDMENT, ASSIGNMENT,  
AND ASSUMPTION  
AGREEMENT**

This Amendment, Assignment, and Assumption Agreement (this “Assignment”) is made effective August 1, 2024 (the “Effective Date”) by and between the City of Huntsville (the “City”), C3 Presents, LLC (“C3”), and C2 Acquisitions II, LLC (“C2”). In this Assignment, the City, C3, and C2 are collectively referred to as the “Parties,” and each, individually, as a “Party.”

**RECITALS**

A. C3 and the City entered into a Festival Agreement effective as of October 16, 2023 (the “Agreement”). Under the terms of the Agreement, the City authorizes C3 to produce a multi-day music festival at John Hunt Park in Huntsville, Alabama (the “Venue”). The festival will be generally known as “South Star Music Festival” (the “Festival”).

B. As of the Effective Date, C3 has transferred the operation and production of the Festival to C2, an affiliate of C3. Under the terms of this Assignment, the Parties wish to assign C3’s rights and obligations under the Agreement to C2 and to amend certain section of the Agreement. To the extent a term is undefined in this Assignment, but is defined in the Agreement, the term has the meaning stated in the Agreement.

For and in consideration of the mutual covenants, rights, and obligations set forth in this Assignment, the Parties agree as follows:

1. Assignment and Assumption. By this Assignment, C3 assigns the Agreement to C2 and C2 hereby assumes all of C3’s rights and obligations under the Agreement. The City expressly consents to C3 assigning all rights and obligations of the Agreement to C2. This Assignment will be binding upon the Parties and their respective successors and assigns. This Assignment will not confer any rights or remedies upon any third parties.

2. Amendment. By this Assignment, the Parties amend the Agreement as follows:

(a) Section 1(a) of the Agreement is amended to state the address of John Hunt Park as 2195 Jaycee Way SW, Huntsville, Alabama 35801. The Venue is located south of Drake Avenue SW, north of Airport Road SW, east of Leeman Ferry Road SW, and west of Memorial Parkway SW.

(b) The last sentence of Section 1(a) is deleted in its entirety and replaced with the following: “The Parties intend for C3 to produce three (3) Festivals, one per calendar year beginning in 2024, subject to the terms hereof.”

Except for the additional terms agreed to by this Assignment, all other provisions of the Agreement remain in effect. This Assignment controls to the extent there are conflicts between the Agreement and this Assignment.

3. Governing Law. This Assignment is to be governed and construed according to the laws of the State of Alabama without regard to conflicts of law.

4. Counterparts. The Parties may execute this Assignment in any number of counterparts,

each of which is deemed an original, but all of which together constitute one and the same instrument. This Assignment may be executed by facsimile, PDF, or other electronic signature.

5. Construction. All Parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Assignment and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Assignment.

6. Notices and Submissions. All notices and payment under the Agreement are effective if hand delivered or sent by overnight courier or by certified mail return receipt requested to the following address.

C2 Acquisitions II, LLC  
1645 E 6<sup>th</sup> Street, Suite 150  
Austin, Texas 78702  
Attn: Ted Heinig

**[Signature Page Follows]**

**Signature Page**

By their authorized representative's signature, the Parties agree to and accept this Assignment.

CITY OF HUNTSVILLE  
a municipal corporation in the State of  
Alabama

C3 PRESENTS, LLC

By: \_\_\_\_\_  
Tommy Battle  
Its Mayor

By: \_\_\_\_\_  
Ted Heinig  
Festival Executive Producer

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

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

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its City Clerk

Attest: \_\_\_\_\_

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

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

C2 ACQUISITIONS II, LLC

By: \_\_\_\_\_  
Emmett Beliveau  
COO

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

Attest: \_\_\_\_\_

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