
INVEST ATLANTA RIGHTS AND FUNDING AGREEMENT

by and among

THE ATLANTA DEVELOPMENT AUTHORITY,
d/b/a Invest Atlanta,

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY,
as the GWCCA,

ATLANTA FALCONS STADIUM COMPANY, LLC,
as StadCo

and

ATLANTA FALCONS FOOTBALL CLUB, LLC,
as the Club

Successor Facility to the Georgia Dome
Atlanta, Georgia

Dated as of February 5, 2014

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INVEST ATLANTA RIGHTS AND FUNDING AGREEMENT

THIS INVEST ATLANTA RIGHTS AND FUNDING AGREEMENT (this “Funding Agreement”) is entered into as of February 5, 2014, by and among THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, a body corporate and politic of the State of Georgia duly created and existing under the laws of said State (“Invest Atlanta”), GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY, an instrumentality of the State of Georgia and a public corporation (the “GWCCA”), ATLANTA FALCONS STADIUM COMPANY, LLC, a Georgia limited liability company (“StadCo”), and solely with respect to Sections 3.3 and 6.20, ATLANTA FALCONS FOOTBALL CLUB, LLC, a Georgia limited liability company (the “Club”). Invest Atlanta, the GWCCA and StadCo are sometimes referred to herein individually, as a “Party”, and collectively as the “Parties”.

WITNESSETH:

WHEREAS, on April 5, 2013, the GWCCA and StadCo entered into a Memorandum of Understanding for a Successor Facility to the Georgia Dome (the “MOU”) relating to the financing, construction, development and operation of a new operable roof, state-of-the-art multipurpose stadium (the “NSP”) to serve as home field of the professional football team that is a franchise in the National Football League (“NFL”) known as the “Atlanta Falcons” (the “Team”);

WHEREAS, simultaneously with the execution of the MOU, the Parties entered into a Tri-Party Memorandum of Understanding for a Successor Facility to the Georgia Dome (the “Tri-Party MOU”) setting forth certain additional rights and obligations relating to the NSP;

WHEREAS, simultaneously with the execution of this Funding Agreement, the Parties have entered into a Transaction Agreement setting forth certain agreements regarding the financing, construction, development and operation of the NSP (the “Transaction Agreement”);

WHEREAS, simultaneously with the execution of this Funding Agreement, the GWCCA, StadCo and the Club have entered into a Project Development and Funding Agreement relating to the design, development, construction and financing of the NSP (the “Project Development Agreement”);

WHEREAS, the Parties to this Funding Agreement desire to set forth certain additional rights and obligations relating to the NSP, including certain rights and obligations of Invest Atlanta; and

WHEREAS, any capitalized term used herein and not otherwise defined herein will have the meaning ascribed to it in the Project Development Agreement.

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed by each of the Parties, the Parties have agreed and do hereby agree as follows:

ARTICLE I INVEST ATLANTA RIGHTS

Section 1.1 Repurposing of Georgia Dome Site. If GWCCA elects to finance a project (office, hotel or otherwise) through a development authority as a result of its exercise of the GWCCA Limited Redevelopment Right (as defined in the Site Coordination Agreement), the GWCCA will give Invest Atlanta the right of first refusal to participate as the bonding authority provided Invest Atlanta's issuing costs are equal to or less than the reasonable cost that GWCCA would pay to another development authority and there are no legal impediments to the GWCCA utilizing Invest Atlanta for the purposes for which the funding is being sought.

Section 1.2 Invest Atlanta Review and Comment. StadCo shall provide a representative of Invest Atlanta the full opportunity to review and comment on the Conceptual Design Documents, the Schematic Design Documents and the Construction Documents during the development of the NSP, provided that, subject to the GWCCA's approval rights in the Project Development Agreement with respect to the Material Design Elements (as defined in the Project Development Agreement), StadCo may determine in its sole discretion whether to incorporate any comments from the Invest Atlanta representative. Invest Atlanta will bear all expenses of such representative.

Section 1.3 Collateral Effects of NSP Development and Construction. The GWCCA and StadCo will cooperate in good faith to minimize negative effects on traffic and neighboring properties and businesses surrounding the NSP during construction, development of the NSP in accordance with the mitigation plan as described in the Project Development Agreement. StadCo will have the lead role in these efforts and will work with the GWCCA to develop a mutually satisfactory written mitigation plan to be submitted to Invest Atlanta prior to commencement of construction, which plan shall provide for the GWCCA and StadCo to submit periodic status reports of efforts to comply with this Section 1.3 and to respond to inquiries of Invest Atlanta regarding specific issues. Except in connection with its exercise of the GWCCA Limited Redevelopment Right, the GWCCA will not be required to incur any material costs or take any actions that materially disrupt its normal business operations in connection with such activities. Invest Atlanta, StadCo, the General Contractor and the GWCCA have discussed the goals of such written mitigation plan prior to the execution of this Funding Agreement.

Section 1.4 Equal Business Opportunity Programs. StadCo will use best efforts to implement the equal business opportunity plan attached hereto as Exhibit A (the "EBO Plan") for enlisting and monitoring participation of minority and female business enterprises in business opportunities that relate to the design and construction of the NSP, including using best efforts to cause the General Contractor to comply with the City's First Source Jobs Program in connection with the design and construction of the NSP. The GWCCA will use good faith efforts to assure compliance by StadCo with the EBO Plan and enforcement of the non-compliance remedies provided in Section 4.4(c) of the EBO Plan, but the GWCCA will have no liability for StadCo's failure to comply with the EBO Plan or any of the goals set forth therein.

Section 1.5 Special Event Designation. Invest Atlanta will have the right to apply the Special Event Designation (as defined in the Site Coordination Agreement (as such term is defined in the Transaction Agreement)) to certain events that either satisfy the description of

“special events” set forth in the Site Coordination Agreement or constitute a mass gathering event which features the then current or the former President or Vice President of the United States, a current or former head of state of any member state of the United Nations or a major fundraising event connected with the launch of a major Atlanta venue or event of regional or national importance (such as a major launch of the National Center for Civil and Human Rights); provided that Invest Atlanta’s Special Event Designation rights shall not (a) exceed one in number in any calendar year, (b) require any “clean building” standards or (c) reduce the three “special events” that the GWCCA is entitled to each year pursuant to the provisions to be set forth in the Site Coordination Agreement.

Section 1.6 Naming Rights, Sponsors and Signage. StadCo will include Invest Atlanta’s and the City of Atlanta’s (the “City’s”) name and logo in the following aspects of the NSP’s marketing program: (a) acknowledgment of Invest Atlanta on the NSP’s website and on the Club’s website with linkage in both cases to the Invest Atlanta website and (b) placement of a plaque or other commemorative sign inside the NSP that recognizes Invest Atlanta and the City and their respective leadership by name for their contribution to the NSP project. Any recognition of the leadership or the Board of Governors of the GWCCA shall also include parallel recognition for the members of Invest Atlanta’s Board of Directors and the Mayor and members of the Atlanta City Council. The foregoing uses of Invest Atlanta’s and the City’s name and logo shall be subject to Invest Atlanta’s approval. Subject to the Stadium License Agreement and the Intellectual Property License Agreement, StadCo will also provide typical advertising for Invest Atlanta at the NSP in a manner to be determined by StadCo and Invest Atlanta.

Section 1.7 Seating. Invest Atlanta will receive premium seating and rights to certain events at the NSP for use by Invest Atlanta consistent with its statutory economic development mission on terms to be agreed to with StadCo.

ARTICLE II HMT REVENUE BONDS

Section 2.1 Structure of H/MT Revenue Bond Offering. Invest Atlanta agrees to issue the revenue bonds (the “H/MT Revenue Bonds”) as contemplated by this Article II and in an amount necessary to generate not less than \$200,000,000 in available proceeds for the construction and development of the NSP. A portion of the proceeds of the H/MT Revenue Bonds in an amount sufficient to provide for the payment of interest on the H/MT Revenue Bonds from the Final Closing (as defined in the Transaction Agreement) through July 1, 2017, will be deposited into a capitalized interest account to be held by the trustee for the benefit of the holders of the H/MT Revenue Bonds (the “H/MT Revenue Bond Trustee”). July 1, 2017 is the date on which the GWCCA currently expects, based on historical collections of the designated hotel and motel taxes (“H/MT”), that the H/MT will have generated sufficient revenues to enable the GWCCA to retire the GWCCA’s Outstanding Refunding Revenue Bonds (Domed Stadium Project) Series 2011 (the “Georgia Dome Bonds”) prior to their stated maturity date of July 1, 2020. Neither Invest Atlanta nor the GWCCA makes any assurances that the Georgia Dome Bonds will be paid in full on July 1, 2017. To ensure that the Georgia Dome Bonds can be paid in full on or prior to July 1, 2017, at the Final Closing, the Club will provide a letter of credit (or such other security acceptable to the holder of the Georgia Dome Bonds) to the corporate trustee

for the Georgia Dome Bonds (the “Georgia Dome Bond Trustee”) providing that, if the Georgia Dome Bonds have not been paid in full on or before July 1, 2017, such letter of credit (or such other security) shall be drawn upon for the purpose of providing for the payment in full of the Georgia Dome Bonds on July 1, 2017. The H/MT Revenue Bonds may not be secured by the H/MT proceeds until payment in full of the Georgia Dome Bonds pursuant to Section 8.02 of the Georgia Dome Trust Indenture or the release of the lien on H/MT proceeds by the holder of the Georgia Dome Bonds (either event being referred to herein as “Payment in Full of the Georgia Dome Bonds”). Any proceeds in accounts established under the Georgia Dome Trust Indenture and Georgia Dome Stadium Funding Agreement relating to the Georgia Dome Bonds will be applied as follows:

(a) The excess operating funds in the Operating Fund available as of the month of July 2014 (in excess of amounts determined by the GWCCA as necessary to fund future operating expenses) will be divided as follows: (i) an amount equal to forty-one percent (41%) of the first \$12,216,000 of such excess operating funds plus twenty-five percent (25%) of the balance of the Operating Fund that exceeds \$12,216,000 will be retained in the Operating Fund until Payment in Full of the Georgia Dome Bonds and thereafter will be ultimately disbursed in the sole discretion of the GWCCA and (ii) all remaining amounts (which the GWCCA agrees will not be less than \$7,200,000 if the balance of the Operating Fund exceeds \$12,216,000) will be deposited into the Early Retirement Fund to be applied toward the early retirement of the Georgia Dome Bonds. In July 2014, the GWCCA will also direct the Trustee under the Georgia Dome Trust Indenture to apply all amounts in the Early Retirement Fund to the early optional redemption of the Georgia Dome Bonds.

(b) Thereafter, until Payment in Full of the Georgia Dome Bonds, any excess operating funds (defined as projected operating revenue (excluding H/MT collections) less projected operating expenses (excluding debt service on the Georgia Dome Bonds)) deposited in the Operating Fund will be applied (as funds are available) as follows at least twice a year (January and July): (i) twenty-five percent (25%) will be retained in the Operating Fund to be ultimately disbursed in the sole discretion of the GWCCA and (ii) seventy-five percent (75%) will be deposited into the Early Retirement Fund to be applied toward the early retirement of the Georgia Dome Bonds on the earliest quarterly date provided for in the Georgia Dome Trust Indenture.

(c) From time-to-time following Payment in Full of the Georgia Dome Bonds, any amounts determined by the GWCCA to be excess funds in the Operating Fund, the Early Retirement Fund, the Reserve Fund for RRR&I, the Improvements Fund and other similar accounts established under the Georgia Dome Trust Indenture (other than the Sinking Fund and Rebate Fund) and Georgia Dome Stadium Funding Agreement (other than the Debt Service Fund) relating to the Georgia Dome Bonds will be divided on a quarterly basis as follows: (i) twenty-five percent (25%) will be disbursed in the sole discretion of the GWCCA and (ii) seventy-five percent (75%) will be deposited into the Disbursement Account established under the Project Development Agreement and applied for the benefit of the NSP as mutually determined by StadCo and the GWCCA.

(d) Immediately following Payment in Full of the Georgia Dome Bonds, any remaining amounts in the Sinking Fund and Rebate Fund (each as defined in the Georgia Dome

Trust Indenture) and the Debt Service Fund (as defined in the Georgia Dome Stadium Funding Agreement) will be deposited into the Disbursement Account established under the Project Development Agreement (which use is deemed necessary by the GWCCA).

(e) Following Payment in Full of the Georgia Dome Bonds and continuing for so long as the Georgia Dome remains in operation, the GWCCA will continue to fund the Operating Fund in the ordinary course of business on a basis consistent with its past practice such that all net revenues from the operation of the Georgia Dome are deposited in the Operating Fund. At such time as the Georgia Dome is made available for demolition in accordance with Section 8.1 of the Project Development Agreement and the GWCCA determines that all operating expenses from the operation of the Georgia Dome have been paid in full, the remaining final balance in the Operating Fund and any of the other accounts referred to in Section 2.1(c) will be disbursed as follows: (i) twenty-five percent (25%) will be disbursed in the sole discretion of the GWCCA and (ii) seventy-five percent (75%) will be deposited into the Disbursement Account established under the Project Development Agreement and applied for the benefit of the NSP as mutually determined by StadCo and the GWCCA.

Invest Atlanta retains ultimate authority over the structure and terms of the NSP Revenue Bond offering, but Invest Atlanta agrees that it will use any or all of the combination of modes set forth in the form of the Trust Indenture approved pursuant to the bond resolution adopted by its Board of Directors in order to achieve \$200 million of net proceeds for deposit into the Bond Proceeds Account.

Section 2.2 Security for the H/MT Revenue Bonds. Until Payment in Full of the Georgia Dome Bonds, the sole security and source of repayment for the H/MT Revenue Bonds will be the capitalized interest account described in Section 2.1. After Payment in Full of the Georgia Dome Bonds, the H/MT Revenue Bonds will be secured by the H/MT proceeds, which Invest Atlanta shall cause to be deposited with the H/MT Revenue Bond Trustee in accordance with the Hotel Motel Tax Funding Agreement (defined below), to be entered into between Invest Atlanta and the City.

Section 2.3 Certain Agreements Regarding H/MT Revenue Bond Offering.

(a) The Parties contemplate that the following agreements (in addition to this Funding Agreement and the Project Development Agreement) will be entered into in connection with the H/MT Revenue Bond offering and the funding of the NSP:

(i) The City and Invest Atlanta will enter into a funding agreement substantially in the form attached as Exhibit G to the Transaction Agreement (the "Hotel Motel Tax Funding Agreement"), pursuant to which the City agrees to provide 39.3% of its H/MT proceeds as security for the H/MT Revenue Bonds, and any other additional obligations issued to refund such bonds and other such necessary funds and accounts including, without limitation, a debt service reserve account. Pursuant to the Hotel Motel Tax Funding Agreement, any H/MT proceeds which are unnecessary for the purposes of the previous sentence will be transferred to the GWCCA Custodian.

(ii) The GWCCA and the City will enter into an operation and maintenance agreement substantially in the form attached as Exhibit H to the Transaction Agreement (the “O&M Agreement”), pursuant to which that portion of the H/MT proceeds not required to provide for the payment of the debt service on the H/MT Revenue Bonds, or to provide reserves therefor, shall, once received by the GWCCA, be applied or reserved by the GWCCA on a monthly basis for the maintenance, operation and improvement of the NSP.

(iii) The GWCCA and Invest Atlanta will enter into a bond proceeds funding and development agreement substantially in the form attached as Exhibit I to the Transaction Agreement (the “Bond Proceeds Funding and Development Agreement”), pursuant to which Invest Atlanta will make the proceeds of the H/MT Revenue Bonds, available to the GWCCA for the purpose of funding, in part, the Public Contribution for the development of the NSP.

(b) Nothing herein shall prohibit any other applicable governmental body (collectively, with the City, the “Taxing Jurisdictions”) from entering into an agreement similar to the O&M Agreement with the GWCCA for the maintenance, repair, operation and improvement of the NSP as provided in this Funding Agreement without entering into an agreement similar to the Hotel Motel Tax Funding Agreement with Invest Atlanta. In such an event, H/MT proceeds from such Taxing Jurisdiction will be deposited directly with the GWCCA Custodian and applied in accordance with such separate O&M Agreement.

(c) StadCo acknowledges that the Bond Proceeds Funding and Development Agreement and the O&M Agreement each provide for certain reports to be given, and investigations and inspections to be made, of documents, which are uniquely in the purview of StadCo and/or the Club, including without limitation inspections of books and records relating to the construction of the NSP and the use of the proceeds of the H/MT Revenue Bonds and of the H/MT collections, EBO Plan compliance, community investment and other matters specified in the forms of such documents attached as exhibits to the Transaction Agreement. Nothing in this Funding Agreement or any of the Project Documents is intended to require StadCo or the Club to share any Club financial information with Invest Atlanta, the City or any other person; provided, however, that the foregoing shall not waive any rights the GWCCA or Invest Atlanta may have, subject to any defenses available to StadCo or the Club, under any applicable federal, state and local laws, rules and regulations, including without limitation with respect to the exercise or enforcement of any remedy for a default or event of default under any Project Document (including without limitation GWCCA Club Guaranty Agreement, the Invest Atlanta Club Guaranty Agreement, or this Funding Agreement).

Section 2.4 H/MT Proceeds Waterfall.

(a) The GWCCA will serve as the “certifying state authority” as defined in Section 48-13-51(a)(5)(B) of the Official Code of Georgia Annotated, and will provide such certifications as are required by that statute in order to authorize the extension of the H/MT by the Taxing Jurisdictions. The GWCCA is not responsible for the timing or

amount or any other aspect of the deposits contemplated by subsections (b) or (c) of this Section, in that such deposits will be made by the City pursuant to the O&M Agreement. No other GWCCA or Invest Atlanta funds or revenues, including without limitation the “License Fee” under the Stadium License Agreement, will be available to pay the H/MT Revenue Bonds or to fund any account established in either the Indenture of Trust pursuant to which the H/MT Revenue Bonds are issued or with the GWCCA Custodian referenced below to provide for the maintenance, repair, operation or improvement of the NSP (collectively, the “Waterfall”), nor will any GWCCA funds or revenues, including without limitation the License Fee, be available to pay any amounts owing to Invest Atlanta or the City pursuant to such agreements.

(b) The H/MT proceeds collected pursuant to the Hotel Motel Tax Funding Agreement will be deposited by the City with the H/MT Revenue Bond Trustee and shall be applied by the H/MT Revenue Bond Trustee to fund on a monthly basis pursuant to the Trust Indenture for the H/MT Revenue Bonds (the “Trust Indenture”) (after the payment of fees and expenses of the H/MT Revenue Bond Trustee, and the fees and expenses of rebate analysts or issuers of credit facilities or surety policies, if any) as follows and in the priority listed below:

- (i) an interest account,
- (ii) a principal account,
- (iii) a debt service reserve account,
- (iv) a tax collection stabilization account, to the extent required by Invest Atlanta, in consultation with the City CFO, to maintain a target rating from at least two of the national bond rating agencies as necessary to generate \$200,000,000 of available construction and development proceeds for the NSP, and
- (v) a fees account to pay the Invest Atlanta Annual Administrative Fee (as defined below).

H/MT proceeds not required to provide for the payment of the amounts set forth above shall be transferred by the H/MT Revenue Bond Trustee, on behalf of the City, pursuant to the Hotel Motel Tax Funding Agreement and the O&M Agreement to a custodian designated by the GWCCA and approved by StadCo (the “GWCCA Custodian”).

(c) The H/MT proceeds transferred by the H/MT Revenue Bond Trustee, on behalf of the City, to the GWCCA Custodian after the payments and/or deposits required to be made by the Hotel Motel Tax Funding Agreement have been made or provided for will be deposited into a “GWCCA Account” referred to in the O&M Agreement and established pursuant to the Stadium License Agreement and will be applied for the maintenance, repair, operation and improvement of the NSP (or for any other lawful purpose relating to the NSP as may be determined by the GWCCA and StadCo) as set forth in the O&M Agreement.

(d) Upon issuance of the H/MT Revenue Bonds, Invest Atlanta will be paid, out of the H/MT Revenue Bonds proceeds, an issuance fee equal to \$500,000 (the “Invest Atlanta Issuance Fee”) and an additional payment of up to \$500,000 for reimbursement of pre-issuance legal fees (not including the legal fees of bond counsel, issuer’s counsel or trustee’s counsel which is paid from the proceeds of the H/MT Revenue Bonds). On July 1, 2014 (or such later date on which the H/MT Revenue Bonds are issued), and each July 1 thereafter through and including July 1, 2018 (or until there shall have been a total of five \$100,000 payments made), Invest Atlanta will be paid, out of the proceeds of the H/MT collected pursuant to the Hotel Motel Tax Funding Agreement, an annual administration fee equal to \$100,000 (the “Invest Atlanta Annual Administrative Fee”). To the extent that H/MT proceeds are insufficient to pay the Invest Atlanta Annual Administrative Fee on any payment date, StadCo agrees to pay such amounts of the Invest Atlanta Annual Administrative Fee not paid from the waterfall set forth above in Section 2.4(b).

(e) Invest Atlanta makes no assurances that the Georgia Dome Bonds will be paid in full on July 1, 2017 and holders of the H/MT Revenue Bonds will be secured by the H/MT Proceeds only upon the Payment in Full of Georgia Dome Bonds as described in Section 2.1. Invest Atlanta is not responsible for the timing or amount or any other aspect of the deposits contemplated by subsections (b) or (c) of Section 2.4 relating to the O&M Agreement other than with respect to its obligations under the Hotel Motel Tax Funding Agreement and the Trust Indenture relating to the transfer of excess amounts of H/MT proceeds (if any) to the GWCCA Custodian in accordance therewith. No other Invest Atlanta funds or revenues will be available to pay the H/MT Revenue Bonds or to fund any account established in either the Trust Indenture pursuant to which the H/MT Revenue Bonds are issued or with the GWCCA Custodian to provide for the maintenance, repair, operation or improvement of the NSP, nor will any Invest Atlanta funds or revenues be available to pay any amounts owing to the GWCCA or StadCo pursuant to such agreements.

(f) In connection with the issuance of the H/MT Revenue Bonds, StadCo and Invest Atlanta have entered into an indemnification agreement (the “Invest Atlanta Indemnification Agreement”), pursuant to which StadCo has agreed to indemnify the City and Invest Atlanta and their officers, members, directors and employees for certain customary claims and expenses arising out of, among other things, their roles with respect to the H/MT Revenue Bonds.

Section 2.5 Bond Proceeds Account. Pursuant to the Trust Indenture, Invest Atlanta will establish, or cause to be established, one or more separate accounts in order to provide for funding the payment of that portion of the Public Contribution being paid by the H/MT Revenue Bonds toward NSP Costs (the “Bond Proceeds Account”). The Bond Proceeds Account will be established pursuant to, and governed by, the terms of the Trust Indenture and the Bond Proceeds Funding and Development Agreement. The Bond Proceeds Account will be held as a trust account by the H/MT Revenue Bond Trustee in accordance with the Trust Indenture.

Section 2.6 Public Funding Commitment. Invest Atlanta will, at such dates and times as are mutually agreed to by StadCo, the GWCCA and Invest Atlanta (currently expected to

occur in or prior to July 2014), arrange for the sale of the H/MT Revenue Bonds. Invest Atlanta will deposit the net proceeds from the H/MT Revenue Bonds issued from time to time (after the payment of all underwriting, bond counsel, issuer's counsel, rating agency, feasibility consultant, financial advisory costs, printing and other customary costs and expenses of the financing, including all required reserve funds or other deposits required by the financing and costs of issuance) into the Bond Proceeds Account.

Section 2.7 Confirmation of StadCo Contribution.

(a) Prior to the Initial Closing, Invest Atlanta and its advisors have had the opportunity to review information confirming StadCo's ability to finance its contributions to the NSP, which confirmation has taken the form of (i) customary financing commitment letters from a major financial institution on terms reasonably satisfactory to Invest Atlanta and (ii) an NFL membership resolution authorizing G-4 financing for the NSP.

(b) As a condition to consummation of the Final Closing, Invest Atlanta shall have the ability to review in advance of such Final Closing all of StadCo's final, unsigned loan documents from all sources to confirm StadCo's ability to pay for the StadCo Contribution, which loan documents shall be signed as part of the Final Closing.

Section 2.8 Rights to Audit. Invest Atlanta will have the right to audit, upon reasonable prior notice and at its own expense, all expenditures and financial records related to the GWCCA NSP Cost Account (as defined in the Project Development Agreement) or the StadCo NSP Cost Account (as defined in the Project Development Agreement), respectively. Upon written request by Invest Atlanta, the GWCCA or StadCo, respectively, will give Invest Atlanta access to all records controlled by, or in the direct or indirect possession of, the GWCCA or StadCo, respectively, (other than records subject to legitimate claims of attorney-client privilege) relating to the GWCCA NSP Cost Account or the StadCo NSP Cost Account, respectively, and permit Invest Atlanta to review such records in connection with conducting a reasonable audit of such account. Without limiting the foregoing, Invest Atlanta shall receive monthly statements of account regarding the Disbursement Account until the Final Completion Date and all funds relating to the Public Contribution have been spent. The GWCCA, Invest Atlanta and StadCo will reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and will retain and maintain all such records for the time period(s) of time required by applicable law. Invest Atlanta's rights under this Section 2.8 will terminate on the 180th day following the Final Completion Date.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 3.1 Representations of the GWCCA. The GWCCA hereby represents to StadCo, the Club and Invest Atlanta as follows:

(a) The GWCCA is an instrumentality of the State of Georgia and a public corporation duly organized, validly existing and in good standing under the laws of the

State of Georgia and has all requisite corporate power and authority to own, lease, license and operate its properties and to carry on its business as now being conducted.

(b) The GWCCA has full power and authority to execute and deliver this Funding Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Funding Agreement by the GWCCA, the performance by the GWCCA of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary corporate action on the part of the GWCCA. This Funding Agreement has been duly executed and delivered by the GWCCA and, subject to the due execution and delivery of same by StadCo, the Club and Invest Atlanta, constitutes the valid and binding agreement of the GWCCA, enforceable against the GWCCA in accordance with its terms, subject to applicable insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) The execution, delivery and performance of this Funding Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the GWCCA, (ii) any judgment, decree or order of any governmental entity to which the GWCCA is a party or by which the GWCCA or any of its properties is bound or (iii) any law applicable to the GWCCA unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a material adverse impact on the ability of the GWCCA to consummate the transactions contemplated hereby.

Section 3.2 Representations and Warranties of StadCo. StadCo hereby represents and warrants to the GWCCA and Invest Atlanta as follows:

(a) StadCo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) StadCo has full limited liability company power and authority to execute and deliver this Funding Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Funding Agreement by StadCo, the performance by StadCo of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary limited liability company action on the part of StadCo. This Funding Agreement has been duly executed and delivered by StadCo and, subject to the due execution and delivery of same by the GWCCA and Invest Atlanta, constitutes the valid and binding agreement of StadCo, enforceable against StadCo in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting

the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) The execution, delivery and performance of this Funding Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of StadCo, (ii) any judgment, decree or order of any governmental entity to which StadCo is a party or by which StadCo or any of its properties is bound or (iii) any law applicable to StadCo unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a material adverse impact on the ability of StadCo to consummate the transactions contemplated hereby.

Section 3.3 Representations and Warranties of the Club. The Club hereby represents and warrants to the GWCCA and Invest Atlanta as follows:

(a) The Club is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) The Club has full limited liability company power and authority to execute and deliver this Funding Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Funding Agreement by the Club, the performance by the Club of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary limited liability company action on the part of the Club. This Funding Agreement has been duly executed and delivered by the Club and, subject to the due execution and delivery of same by the GWCCA and Invest Atlanta, constitutes the valid and binding agreement of the Club, enforceable against the Club in accordance with its terms, subject to applicable bankruptcy insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) The execution, delivery and performance of this Funding Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the Club, (ii) any judgment, decree or order of any governmental entity to which the Club is a party or by which the Club or any of its properties is bound or (iii) any law applicable to the Club unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the

aggregate, have a material adverse impact on the ability of the Club to consummate the transactions contemplated hereby.

Section 3.4 Representations of Invest Atlanta. Invest Atlanta hereby represents to the GWCCA and StadCo as follows:

(a) Invest Atlanta is a body corporate and politic of the State of Georgia, duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite corporate power and authority to own, lease, license and operate its properties and to carry on its business as now being conducted.

(b) Invest Atlanta has full power and authority to execute and deliver this Funding Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Funding Agreement by Invest Atlanta, the performance by Invest Atlanta of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary corporate action on the part of Invest Atlanta. This Funding Agreement has been duly executed and delivered by Invest Atlanta and, subject to the due execution and delivery of same by the GWCCA, StadCo and the Club, constitutes the valid and binding agreement of Invest Atlanta, enforceable against Invest Atlanta in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) The execution, delivery and performance of this Funding Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of Invest Atlanta, (ii) any judgment, decree or order of any governmental entity to which Invest Atlanta is a party or by which Invest Atlanta or any of its properties is bound or (iii) any law applicable to Invest Atlanta unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a material adverse impact on the ability of Invest Atlanta to consummate the transactions contemplated hereby.

ARTICLE IV DEFAULTS AND REMEDIES

Section 4.1 GWCCA Default. Each of the following shall constitute a default by the GWCCA hereunder (a "GWCCA Default"):

(a) If any representation or warranty made by the GWCCA in this Funding Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and the GWCCA fails to cause such representation or warranty to become correct within thirty (30) days after written notice thereof is given to the GWCCA by

Invest Atlanta or StadCo; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice the GWCCA commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If the GWCCA breaches any of the material covenants or provisions in this Funding Agreement and such breach is not cured within thirty (30) days after written notice thereof is given to the GWCCA by Invest Atlanta or StadCo; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice the GWCCA commences and thereafter diligently continues to cure such breach; provided, further, that no cure period shall apply to, and no right to cure exists for, any covenant that is required to be performed by a specified date or during a specified period of time.

Section 4.2 StadCo Default. Each of the following shall constitute a default by StadCo hereunder (a “StadCo Default”):

(a) If any representation or warranty made by StadCo in this Funding Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and StadCo fails to cause such representation or warranty to become correct within thirty (30) days after written notice thereof is given to StadCo by the GWCCA or Invest Atlanta; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice StadCo commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If StadCo breaches any of its material covenants or agreements in this Funding Agreement and such breach is not cured within thirty (30) days after written notice thereof is given to StadCo by the GWCCA or Invest Atlanta; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice StadCo commences and thereafter diligently continues to cure such breach; provided, further, that no cure period shall apply to, and no right to cure exists for, any covenant that is required to be performed by a specified date or during a specified period of time.

Section 4.3 Invest Atlanta Default. Each of the following shall constitute a default by Invest Atlanta hereunder (an “Invest Atlanta Default”):

(a) If any representation or warranty made by Invest Atlanta in this Funding Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and Invest Atlanta fails to cause such representation or warranty to become

correct within thirty (30) days after written notice thereof is given to Invest Atlanta by the GWCCA or StadCo; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice Invest Atlanta commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If Invest Atlanta breaches any of the material covenants or provisions in this Funding Agreement and such breach is not cured within thirty (30) days after written notice thereof is given to Invest Atlanta by the GWCCA or StadCo; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice Invest Atlanta commences and thereafter diligently continues to cure such breach; provided, further, that no cure period shall apply to, and no right to cure exists for, any covenant that is required to be performed by a specified date or during a specified period of time.

Section 4.4 Club Default. Each of the following shall constitute a default by the Club hereunder (a “Club Default”):

(a) If any representation or warranty made by the Club in this Funding Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and the Club fails to cause such representation or warranty to become correct within thirty (30) days after written notice thereof is given to the Club by the GWCCA or Invest Atlanta; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice the Club commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If the Club breaches any of the material covenants or provisions in this Funding Agreement and such breach is not cured within thirty (30) days after written notice thereof is given to the Club by the GWCCA or Invest Atlanta; provided, however, that if it is not reasonably possible to cure such breach within such thirty (30)-day period, such cure period shall be extended for up to sixty (60) days following the date of the original notice if within thirty (30) days after such written notice the Club commences and thereafter diligently continues to cure such breach; provided, further, that no cure period shall apply to, and no right to cure exists for, any covenant that is required to be performed by a specified date or during a specified period of time.

Section 4.5 Remedies.

(a) In addition to any other rights or remedies, except as otherwise specifically provided in this Funding Agreement or any of the other Project Documents, any non-Defaulting Party may institute litigation to recover damages for any GWCCA

Default, Invest Atlanta Default, StadCo Default or Club Default (any “Default”) or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy) consistent with the purposes of this Funding Agreement. The existence of any claim or cause of action of a Party against another Party, whether predicated on this Funding Agreement or otherwise, shall not (i) constitute a defense to specific enforcement of the obligations of such other Party under this Funding Agreement or (ii) bar the availability of injunctive relief.

(b) Except with respect to rights and remedies expressly declared to be exclusive in this Funding Agreement or the other Project Documents, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default.

(c) Any failure of a Party to exercise any right or remedy as provided in this Funding Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the Default.

Section 4.6 Termination. Notwithstanding any other provision in this Funding Agreement to the contrary, this Funding Agreement may not be terminated by any Party (upon a Default or otherwise), except as provided in Article V.

ARTICLE V TERMINATION

Section 5.1 Termination. This Funding Agreement may be terminated under the following circumstances:

- (a) By the mutual written consent of the Parties;
- (b) If the Transaction Agreement is validly terminated; or
- (c) If the Project Development Agreement is validly terminated.

Section 5.2 Termination Procedure.

(a) If a Party determines that it wishes to terminate this Funding Agreement pursuant to Section 5.1 (as applicable), then such Party must deliver a written notice to the other Parties to the effect that the notifying Party thereby terminates this Funding Agreement. The notice must be in writing, must specify in reasonable detail the factual basis for the termination of this Funding Agreement, and must be promptly delivered in accordance with Section 6.14.

(b) If this Funding Agreement is terminated pursuant to Sections 5.1(b) or 5.1(c) (other than as a result of an Invest Atlanta Default), then, in each case, StadCo will pay to Invest Atlanta an amount equal to its third-party legal, consulting and other professional fees incurred through the date of such termination in connection with the

transactions under this Funding Agreement, provided that such amount will not exceed \$500,000. Nothing contained in this Section 5.2(b) shall be read to limit StadCo's obligations under the Invest Atlanta Indemnification Agreement.

(c) Except as provided in this Section 5.2, no Party nor the Club shall have any liability or obligation to any other Party or the Club with respect to the transactions contemplated hereby following termination of this Funding Agreement except with respect to any breach occurring prior to the effective date of such termination.

ARTICLE VI MISCELLANEOUS

Section 6.1 Approval Rights. Except where other procedures are specified in this Funding Agreement, the procedures set forth on Exhibits G-1 and G-2 of the Project Development Agreement will apply with respect to any consent or approval required to be obtained from the GWCCA or Invest Atlanta under this Funding Agreement.

Section 6.2 Further Agreements. The Parties agree to use their good faith efforts to, as soon as reasonably practical following the execution of this Funding Agreement, (a) complete and execute all documents necessary, appropriate or desirable to carry out the transactions agreed to by the Parties in this Funding Agreement, including the Project Documents and (b) consummate the Final Closing.

Section 6.3 No Reliance. Each Party has entered into this Funding Agreement upon the advice of advisors of their own choosing, and each Party warrants and represents that it is not relying on any statement or advice of or from any other Party or any advisor of any other Party. Each Party is entering into this Funding Agreement freely and voluntarily and each desires to be bound by this Funding Agreement. Each Party has been fully informed of the terms, conditions and effects of this Funding Agreement.

Section 6.4 No Third Party Beneficiaries. All rights and obligations of each Party, express or implied, shall be only for the benefit of the Parties, and their respective successors and permitted assigns (as expressly permitted in this Funding Agreement), and such agreements shall not inure to the benefit of any other person, whomever, it being the intention of the undersigned Parties that no other person shall be or be deemed to be a third party beneficiary of this Funding Agreement.

Section 6.5 Governing Law. THIS FUNDING AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE.

Section 6.6 Venue for Actions. The venue for any legal action arising out of this Funding Agreement will lie exclusively in the Superior Court of Fulton County, Georgia.

Section 6.7 Time of the Essence. Subject to the provisions hereof, the Parties recognize and agree that time is of the essence in consummating the transactions contemplated

hereby. Accordingly, the Parties hereby agree that they shall act expeditiously and in good faith to consummate the transactions contemplated hereby as soon as possible after the date of this Funding Agreement, each Party recognizing that it is to the Parties' mutual benefit that the transactions contemplated hereby be consummated as soon as possible.

Section 6.8 Limitation of Liability.

(a) To the extent legally permissible, no Party nor the Club nor any of their respective Affiliates shall be liable to any other Party or the Club for any special, indirect, incidental, consequential, exemplary, treble or punitive damages, in contract, tort or otherwise, whether or not provided by statute and whether or not caused by or resulting from the sole or concurrent negligence or intentional acts of such party or any of its Affiliates or related parties. Notwithstanding the foregoing, this limitation of liability shall not apply to any indemnification for third-party claims pursuant to, but subject to the limitations in, (i) the Invest Atlanta Indemnification Agreement and (ii) Article XIII of the Project Development Agreement. This provision shall survive the expiration or earlier termination of this Funding Agreement.

(b) No member of the Board of Governors of the GWCCA or the Board of Directors of Invest Atlanta or any member of the GWCCA's or Invest Atlanta's staff shall have any individual liability with respect to the transactions contemplated herein except as provided by applicable law.

(c) No officer, director, manager, shareholder, member, employee or agent of StadCo or the Club shall have any individual liability with respect to the transactions contemplated herein except as provided by applicable law.

(d) Except as expressly provided in this Funding Agreement (and other than liability for any breach hereof by the GWCCA), the GWCCA shall have no obligation or liability with respect to the payment or funding obligations set forth herein.

Section 6.9 Obligations to Defend Validity of Agreement.

(a) If litigation (a "Challenge") is filed by a third party against StadCo, the Club, Invest Atlanta or the GWCCA in an effort to (i) enjoin such Party's performance of this Funding Agreement or any of the other Project Documents or (ii) in any way challenge, estop, hinder or delay the design, construction, financing, licensing or operation of the NSP or the acquisition of the NSP Site, the Parties who are named as parties in such action will cooperate fully with StadCo as requested by StadCo to support and defend the validity and enforceability of this Funding Agreement and the other Project Documents. Subject to the Invest Atlanta Indemnification Agreement by and among StadCo, Invest Atlanta and the City including Invest Atlanta's rights to control the investigation, defense and response to Governmental Claims (as defined in the Invest Atlanta Indemnification Agreement), StadCo shall assume, on behalf of the GWCCA and Invest Atlanta, and conduct with due diligence and in good faith the defense of any Challenge with counsel selected by StadCo and reasonably satisfactory to the GWCCA; provided, however, that in all such cases where the GWCCA is a named or becomes a

named or indispensable party to any such proceeding or action, the Attorney General or a Special Assistant Attorney General so appointed by the Attorney General (which may include counsel recommended by StadCo at the Attorney General's sole and absolute discretion) shall be the only party authorized to represent the interests of the GWCCA in any legal matter in which the GWCCA is a party or may be liable for payments or damages (whether by court decision, settlement or otherwise); provided further, that the GWCCA shall have the right to be represented therein by advisory counsel of its own selection, and at its own expense. In the event of the failure of StadCo to perform fully in accordance with the defense obligations under this Section 6.9, the GWCCA may, at its option, and without relieving StadCo of its obligations hereunder, so perform, but all expenses so incurred by the GWCCA in that event shall be reimbursed by StadCo to the GWCCA. Any other Party may intervene in any such matter in which a Party has been named as a defendant.

(b) Except in the case of a Challenge resulting from the gross negligence or willful misconduct of the GWCCA or Invest Atlanta, as applicable, StadCo shall pay all of the legal fees and other out-of-pocket expenses incurred by any Party in contesting any Challenge. The applicable Parties shall consult with the other Parties in contesting any Challenge and the Parties agree to cooperate and act reasonably and diligently in defending any Challenge. The Parties, to the extent permitted by law, shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect, which has been asserted or threatened.

Section 6.10 Confidentiality/Georgia Open Records Laws.

(a) StadCo has familiarized itself with the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) and the Georgia Open Meetings Act (O.C.G.A. § 50-14-1, et seq.) (collectively, the "Open Government Laws") applicable to the issues of confidentiality and public information. Neither the GWCCA nor Invest Atlanta will advise StadCo as to the nature or content of documents entitled to protection from disclosure under the Open Government Laws, as to the interpretation of such laws, or as to definition of "confidential" or "proprietary" as such terms are used under the Open Government Laws or other applicable provisions of law. However, the GWCCA and Invest Atlanta will review and give reasonable (albeit non-binding) consideration to StadCo's designation of any correspondence, emails, plans, business records or reports, exhibits, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to the GWCCA during the advancement of the NSP as confidential or proprietary (the "Confidential Material"). StadCo shall be solely responsible for clearly identifying and labelling as "Confidential" or "Proprietary" any such Confidential Material (including, if requested by GWCCA or Invest Atlanta, submission of an affirmative affidavit regarding such confidential and/or proprietary information) which it asserts is exempt from disclosure under Section 50-18-72 of the Open Government Laws or any other applicable law. However, StadCo is advised that such designations on any such Confidential Material shall not be binding on the GWCCA or Invest Atlanta or determinative of any issue relating to confidentiality. Blanket "Confidential" and "Proprietary" designations by StadCo are strongly discouraged.

(b) In no event shall the GWCCA or Invest Atlanta or any of its agents, representatives, consultants, directors, officers or employees be liable to StadCo for the disclosure of all or a portion of any such Confidential Material or other information pursuant to a request under the Open Government Laws.

(c) If the GWCCA or Invest Atlanta receives a request for public disclosure of all or any portion of any Confidential Material identified as “Confidential” or “Proprietary” by StadCo in connection with NSP, the GWCCA or Invest Atlanta, respectively, will endeavor to notify StadCo of the request in sufficient time to allow StadCo to review such request and take whatever action it shall deem appropriate to protect any such Confidential Material; provided, however, StadCo shall bear the sole responsibility for the costs and expenses of all such actions. Among others, StadCo may seek a protective order or other appropriate remedy. If the GWCCA or Invest Atlanta determines in good faith that the Confidential Material identified as “Confidential” or “Proprietary” is not exempt from disclosure under the Open Government Laws, then, unless otherwise ordered by a court of competent jurisdiction, the GWCCA or Invest Atlanta, respectively, will release the requested information. In the absence of a protective or other similar order rendered by a court of competent jurisdiction, the GWCCA and Invest Atlanta shall each individually for their own respective entities make the final determination regarding whether the requested Confidential Material is to be disclosed or withheld.

(d) Subject to applicable law (including the Open Government Laws) and to Section 6.10(b) and Section 6.10(c) above, each Party agrees that it will hold in confidence and not disclose to any third party any and all information of the other Parties that it obtains in connection with the financing, construction, development and operation of the NSP and will not disclose, publish or make use of such information for any purpose other than as contemplated by this Funding Agreement without the prior written consent of such Party. The obligation of the Parties under this Section 6.10(d) will not (i) restrict a Party from making any information available to any of its advisers who have been advised of the confidential nature of such information and agree to maintain its confidentiality or (ii) apply to any information that is on the date hereof or hereafter becomes publicly known and in the public domain through means that do not involve a breach by any Party of this Funding Agreement.

Section 6.11 Successors and Assigns. The provisions hereof will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as expressly provided herein, this Funding Agreement may not be assigned without the prior written consent of the other Parties.

Section 6.12 Assignment by StadCo.

(a) The GWCCA and Invest Atlanta will each have the right to approve any assignments by StadCo of this Funding Agreement other than:

(i) assignments in connection with a sale of the Club’s NFL franchise and related assets that is approved by the NFL, and where the new owner assumes

all obligations under the Stadium License Agreement, the Club Sublicense Agreement and all related agreements (including the Project Documents); provided, however, that the GWCCA and Invest Atlanta will each have the right to approve any assignment by StadCo or the Club if, during the seven (7) year period immediately preceding such assignment, the new owner or any controlling person of the new owner has been convicted in a federal or state felony criminal proceeding of a crime of moral turpitude, unless the same shall have been subsequently reversed, vacated, annulled, or otherwise rendered of no effect under applicable Governmental Rule; provided, however that a suspension, a suspended sentence, a pardon, or a deferred adjudication shall not be considered to render any such conviction of no effect;

(ii) any lease or license of space in the NSP, provided that such lease or license of space in the NSP is entered into by StadCo or the Club in the ordinary course of its operations and purposes relating to the provision of concessions (or the sale of goods) at the NSP and that support the operations of the NSP; or

(iii) any assignment, transfer, mortgage, pledge or encumbrance of any of StadCo's receivables, accounts or revenue streams from the NSP provided the same is subject and subordinate to the Stadium License Agreement or the Club Sublicense Agreement, as applicable, and the other Project Documents.

(b) In case of any permitted assignment described in Section 6.12(a)(i), StadCo and the Club will be relieved of all obligations under this Funding Agreement and the Project Documents, which will be fully assumed by the new owner.

(c) Neither the GWCCA nor Invest Atlanta will have approval rights over any change in control of StadCo or the Club so long as (i) the NFL has approved such change in control and (ii) no controlling person during the seven (7) year period immediately preceding such change in control, has been convicted in a federal or state felony criminal proceeding of a crime of moral turpitude, unless the same shall have been subsequently reversed, vacated, annulled, or otherwise rendered of no effect under applicable Governmental Rule; provided, however that a suspension, a suspended sentence, a pardon, or a deferred adjudication shall not be considered to render any such conviction of no effect.

(d) The NFL will have approved, as and to the extent required, any assignment by StadCo or the Club pursuant to the requirements of the NFL Constitution.

Section 6.13 Waiver. No term or condition of this Funding Agreement will be deemed to have been waived, nor will there be any estoppel to enforce any provision of this Funding Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 6.14 Notices. All notices and other communications required or contemplated hereunder will be in writing and will be (a) mailed by first-class mail, postage prepaid certified or registered with return receipt requested, or delivered by a reputable independent courier

service, and will be deemed given two (2) business days after being deposited in an official U.S. mail depository (if mailed) or when received at the addresses of the Parties set forth below (if couriered), or at such other address furnished in writing to the other Parties or (b) sent by electronic mail and will be deemed given upon telephonic confirmation of receipt from the Party's principal addressee:

If to the GWCCA:

Georgia World Congress Center
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attn: Executive Director
E-mail: fpoe@gwcc.com

with concurrent copies to:

Office of the Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
Attn: Deputy Attorney General,
Commercial Transaction and Litigation Division
E-mail: dwhitingpack@law.ga.gov

Owen, Gleaton, Egan, Jones & Sweeney, LLP
1180 Peachtree Street, N.E., Suite 3000
Atlanta, Georgia 30309
Attn: J. Pargen Robertson, Jr., Esq.
E-mail: Robertson@OG-law.com

with complimentary copies (which will not be required for effective notice) being sent to:

Greenberg Traurig, LLP
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 30305
Attn: Kenneth M. Neighbors, Esq.
E-mail: neighborsk@gtlaw.com

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 1700
Houston, Texas 77002
Attn: Franklin D.R. Jones, Jr., Esq.
E-mail: jonesf@gtlaw.com

Winstead PC
600 Travis, Suite 1100
Houston, Texas 77002
Attn: Denis Clive Braham, Esq.

E-mail: dbraham@winstead.com

If to Invest Atlanta:

Invest Atlanta
133 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Brian McGowan
E-mail: bmcgowan@investatlanta.com

with concurrent copies to:

Invest Atlanta
133 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Rosalind Rubens Newell, Esq.
E-mail: rnewell@investatlanta.com

Hunton & Williams LLP
Bank of American Plaza, Suite 4100
600 Peachtree Street
Attn: Douglass P. Selby, Esq.
E-mail: dselby@hunton.com

If to StadCo or the Club:

Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attn: Richard J. McKay
E-mail: rmckay@falcons.nfl.com

with a concurrent copy to:

King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Attn: Michael J. Egan
E-mail: megan@kslaw.com

Section 6.15 Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any Party upon any breach or default of any other Party under this Funding Agreement will impair any such right, power or remedy of such Party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

Section 6.16 No Joint Venture. Nothing contained in this Funding Agreement or any other agreement between StadCo, the GWCCA and Invest Atlanta is intended by the Parties to create a partnership or joint venture between StadCo, the GWCCA or Invest Atlanta, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Funding Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other for any purpose whatsoever. Except as is otherwise specifically and expressly set forth herein, no Party will in any way assume any of the liability of the other for acts of the other or obligations of the other Parties. Except as is otherwise specifically and expressly set forth herein, each Party will be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 6.17 Titles and Subtitles. The titles of the articles, sections, paragraphs and subparagraphs of this Funding Agreement are for convenience of reference only and are not to be considered in construing this Funding Agreement.

Section 6.18 Interpretation. When used in this Funding Agreement, the singular includes the plural and the plural the singular, and words used herein importing any particular gender shall include the other non-specified gender. The terms and conditions of this Funding Agreement represent the result of negotiations between the GWCCA, Invest Atlanta and StadCo, each of which were represented and/or had the opportunity to be represented by independent counsel and neither of which has acted under compulsion or duress; consequently, the normal rule of construction that any ambiguity be resolved against the drafting party will not apply to the interpretation of this Funding Agreement or of any exhibits, addenda or amendments hereto.

Section 6.19 Counterparts. This Funding Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.20 Guaranty. The Club hereby absolutely, unconditionally and irrevocably guarantees, as principal obligor, and not merely as surety, to the GWCCA, the City and Invest Atlanta, each as their respective interests, the due and punctual payment and performance in full of all liabilities and obligations of StadCo hereunder (collectively, the “Obligations”). The Obligations shall be absolute and unconditional under any and all circumstances, including without limitation, circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The obligation of the Club hereunder shall not be discharged, impaired or otherwise affected by the failure of the GWCCA, the City or Invest Atlanta to assert any claim or demand against StadCo or to enforce any remedy hereunder. The obligation of the Club as set forth in this Section 6.20 does not release the Club from its obligation to enter into the GWCCA Club Guaranty Agreement or the Invest Atlanta Club Guaranty or modify the terms and conditions of either such agreement. Notwithstanding anything in this Section 6.20 to the contrary, the Obligations may be subordinated from time to time to any obligations of the Club owing to any of its senior lenders only pursuant to a written intercreditor agreement entered into among such senior lender(s) and the parties to this Funding Agreement on terms mutually satisfactory to each of such parties.

Section 6.21 Severability. If any provision of this Funding Agreement shall be determined to be invalid, illegal or unenforceable the remainder of this Funding Agreement shall

not be affected thereby and all other conditions and provisions in the remainder of this Funding Agreement shall nevertheless remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law and to this end the provisions of this Funding Agreement are declared to be severable; provided, however, that any such provision shall only be severable so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any determination that a term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Funding Agreement so as to effect the original intent of the Parties as closely as possible so that transactions contemplated hereby are fulfilled to the greatest extent possible.

Section 6.22 Required Notifications. Should any Party receive knowledge about any matter which may constitute a breach of any of its representations or warranties set forth in Article III which arises after the date of this Funding Agreement, it shall promptly notify the other Parties of the same in writing.

Section 6.23 Survival. All covenants, representations and warranties contained in this Funding Agreement shall survive the execution and delivery of this Funding Agreement. No action taken pursuant to or related to this Funding Agreement, including any investigation by or on behalf of a Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Funding Agreement.

[Execution pages follow]

This Funding Agreement has been executed and delivered as of the date first written above.

GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY

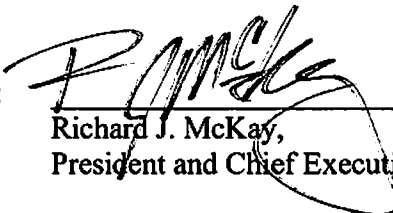
By:



J. Frank Poe,
Executive Director

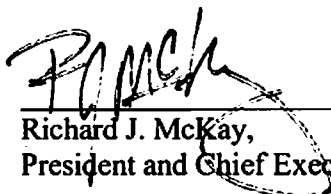
This Funding Agreement has been executed and delivered as of the date first written above.

ATLANTA FALCONS STADIUM COMPANY, LLC

By: 
Richard J. McKay,
President and Chief Executive Officer

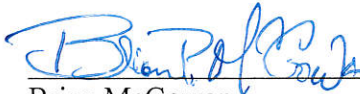
This Funding Agreement has been executed and delivered, solely for the purposes of Section 3.3 and Section 6.20, as of the date first written above.

ATLANTA FALCONS FOOTBALL CLUB, LLC

By: 
Richard J. McKay,
President and Chief Executive Officer

This Funding Agreement has been executed and delivered as of the date first written above.

THE ATLANTA DEVELOPMENT AUTHORITY A/K/A
INVEST ATLANTA

By: 
Brian McGowan,
President and Chief Executive Officer 57

LIST OF EXHIBITS

EXHIBIT A EBO Plan

EXHIBIT A
EBO Plan

See attached.

ATLANTA NEW STADIUM PROJECT
EQUAL BUSINESS OPPORTUNITY PLAN

May 24, 2013

1. BACKGROUND OF PROJECT

The Atlanta Development Authority d/b/a Invest Atlanta (“Invest Atlanta”), the Geo. L. Smith II Georgia World Congress Center Authority (the “GWCCA”), Atlanta Falcons Stadium Company, LLC (“StadCo”), and Atlanta Falcons Football Club, LLC (the “Club”), have entered into agreements providing for the development and construction of a new operable roof, state-of-the-art multi-purpose stadium in the City of Atlanta (the “City”) which will serve as the successor facility to the Georgia Dome (the “New Stadium Project” or “NSP”).

2. COMMITMENT TO M/FBE PARTICIPATION

From the inception of the NSP discussions, StadCo has stated its commitment to complying with all applicable legal requirements for the achievement of equal opportunities in employment and contracting on the NSP. In its agreement with Invest Atlanta and the GWCCA, StadCo has pledged to use its best efforts to develop and implement an equal business opportunity (“EBO”) plan for enlisting and monitoring participation of minority and female business enterprises (“M/FBE”) in all business opportunities that relate to the design and construction of the NSP. This Equal Business Opportunity Plan (this “Plan”) is StadCo’s method to fulfill that pledge.

The GWCCA, in its agreement with Invest Atlanta and StadCo, has agreed to use good faith efforts to assure compliance by StadCo with this Plan, and StadCo welcomes its participation. The Club also fully supports this Plan.

3. OBJECTIVES

The objective of this Plan is to set forth the policies and procedures adopted by StadCo with the intent to achieve a minimum goal of at least 31% participation by M/FBEs in connection with the design and construction of the NSP. StadCo will make best efforts to identify and cause the General Contractor and the Lead Architect to enter into contracts with M/FBEs for participation in the design and construction of the NSP by complying with this Plan. This Plan describes the steps to be taken to identify and enter into contracts with M/FBEs, the requirements for reporting and monitoring participation, and the assistance that Invest Atlanta and the GWCCA will provide in meeting this goal. Furthermore, this Plan provides that all design professionals and construction service providers participating in the design and construction of the NSP (collectively, the “Contracting Parties”), including the general contractor for the NSP (the “General

Contractor”), the lead architect for the NSP (the “Lead Architect”), their respective subcontractors, and their respective sub-subcontractors, must comply with this Plan.

4. ELEMENTS OF THE PLAN

4.1 The Goal.

a. This Plan establishes a minimum goal of at least 31% participation by M/FBEs who are Georgia Certified Contractors and Vendors (as defined herein) (the “Goal”) expressed as a percentage of the dollar value of the contracts with Georgia Certified Contractors and Vendors to the total of all Modified NSP Costs (as defined below).

“Modified NSP Costs” means NSP Costs (as defined in the Project Development Agreement), other than:

- i. consideration paid directly to a grantor of property associated with an acquisition of real property (but not including commissions or other costs paid to real estate brokerage or other professionals which are included in NSP Costs);
- ii. NSP Site utilities (payments to public utilities for installing customary services);
- iii. any third-party legal, consulting and other professional fees that are not paid to design, engineering, environmental, geotechnical and construction professionals; and
- iv. any and all other NSP Costs that StadCo and Invest Atlanta mutually agree should be excluded from the definition of Modified NSP Costs, including, without limitation, the costs of certain specialty work on the NSP that StadCo and Invest Atlanta determine in their reasonable judgment cannot be performed by Georgia Certified Contractors and Vendors.

Modified NSP Costs will also include any and all costs required in the mutual and reasonable judgment of StadCo and Invest Atlanta for the design and construction of the NSP that are not otherwise NSP Costs.

b. This Plan requires, and StadCo will use its best efforts to enforce such requirement, that the Contracting Parties shall comply with the policies and procedures of this Plan and, by doing so, use their respective best efforts to achieve the Goal.

c. StadCo will also use commercially reasonable best efforts to cause other third party vendors and contractors being paid out of Modified NSP Costs to implement similar EBO plans and will provide outreach and resource information and assistance to facilitate such implementation, including but not limited to identifying Georgia Certified Contractors and Vendors.

d. Neither StadCo nor the Contracting Parties are required to use best efforts to meet the Goal for each individual subcontract they enter into. Instead, StadCo and the Contracting Parties shall make best efforts to meet the Goal by aggregating participation from all Georgia Certified Contractors and Vendors engaged by any of them within the category of Modified NSP Costs. Accordingly, both StadCo and the Contracting Parties anticipate that utilizing the policies and procedures set forth in this Plan will result in different participation levels with respect to different Contracting Parties.

4.2 Implementation.

a. **General.** StadCo has primary responsibility to implement this Plan. In doing so, StadCo will use its best efforts to require that the Contracting Parties cooperate with StadCo's implementation plan as outlined in this section.

b. **Pre-Solicitation Phase.** As soon as practical after the adoption of this Plan:

i. StadCo will:

- A. Use best efforts to meet the Goal identified in this Plan for all contracts with Contracting Parties (taken as a whole) related to the design and construction of the NSP;
- B. Use the City's M/FBE database and other available sources to identify qualified M/FBEs;
- C. Participate in outreach efforts and programs designed to assist M/FBEs to become certified as Georgia Certified Contractors and Vendors, including coordinating with the City to participate in forums and other outreach programs and activities sponsored or coordinated by the City;
- D. Facilitate communication with the community and vendors regarding this Plan and related issues associated with this Plan, including, by way of example, through the use of presentations, seminars, newsletters, notices on the NSP's website or other formats;
- E. Work with non-profit business support organizations to develop strategies designed to reduce barriers for M/FBEs and create effective communication activities;
- F. Attend meetings and explain this Plan to interested attendees;
- G. Provide the other Contracting Parties with appropriate resources and assistance to find M/FBEs, including utilizing the City's M/FBE database and other available

resources to identify qualified M/FBEs for participation in the NSP and providing this information to the other Contracting Parties; and

- H. Use best efforts to cause the General Contractor to comply with the City's First Source Jobs Program in connection with the design and construction of the NSP.

ii. The Lead Architect and the General Contractor will:

- A. Provide one point of contact to StadCo and Invest Atlanta for the purpose of communications with respect to this Plan;
- B. Have the option to set individual goals on individual subcontracts consistent with StadCo's best efforts to achieve the Goal;
- C. In the case of the General Contractor, work with StadCo and Invest Atlanta to host, plan, adequately advertise and conduct at least two "meet and greet" sessions intended to facilitate the introduction of small businesses and Georgia Certified Contractors and Vendors to the General Contractor;
- D. In the case of the General Contractor, actively recruit lower-tier subcontractors to participate in pre-bid meetings and small business "meet and greet" sessions; and
- E. In the case of the General Contractor, hold a pre-bid meeting for all subcontractors prior to bid due date where, among other things, the Goal requirements shall be disseminated and discussed.

c. **Solicitation Phases.** During the General Contractor's and the Lead Architect's solicitation phases (between each subcontract's pre-bid meeting and the bid due date):

i. StadCo will:

- A. Assist the Contracting Parties, bidders and M/FBEs with any questions regarding this Plan;
- B. Provide, upon request, any rulings (based upon information submitted to it) regarding whether and how an M/FBE's subcontract will be counted toward the Goal; and

- C. Require the Contracting Parties to submit a form identifying by name the Georgia Certified Contractor or Vendor that is committed to be used on the specific subcontract, the scope of work, and the contract value and the percentage of total subcontract amount represented by the Georgia Certified Contractor or Vendor.
- ii. The Lead Architect and the General Contractor will:
 - A. Provide one point of contact to StadCo and Invest Atlanta for the solicitation phase of the NSP; and
 - B. Submit all documentation required by StadCo, including the M/FBE information forms described above.
- d. **Construction Phase.** During the construction phase (between the award of each subcontract and the Final Completion of the NSP (as defined in the Project Development Agreement)):
- i. StadCo will:
 - A. Make reasonable efforts to assist the Contracting Parties in resolving any M/FBE-related concerns on the NSP;
 - B. Actively participate in documenting and monitoring compliance with this Plan; and
 - C. Identify and track the value of work that counts toward the Goal pursuant to Section 4.3 on at least a quarterly basis and promptly provide said information to Invest Atlanta and the GWCCA as further described in Section 4.4.
 - ii. The Lead Architect and the General Contractor will:
 - A. Provide one point of contact to StadCo and Invest Atlanta for the construction phase of the NSP;
 - B. Actively participate in the compliance reporting and monitoring described in Section 4.4 and promptly provide said information to StadCo (for further distribution to Invest Atlanta and the GWCCA as described in Section 4.4), including submission of the progress reports described below; and
 - C. Work with StadCo to attempt to assist the Contracting Parties in resolving any M/FBE-related issues on the NSP.

4.3 Measuring Participation.

a. **Source of Certification.** Any State of Georgia, county, municipal or governmental authority databases may be utilized in identifying qualified M/FBE's for participation in the NSP. In order to be counted towards the Goal, each M/FBE must be a certified participant in the City's Equal Business Opportunity Program as an African American Business Enterprise (AABE), a Female Business Enterprise (FBE), a Hispanic American Business Enterprise (HABE), or an Asian (Pacific Islander) American Business Enterprise (APABE) (collectively, a "Georgia Certified Contractor or Vendor").

b. **Certification Process.**

- i. The City will make best efforts to either certify or deny certification for any M/FBE (each, an "Applicant") that, in connection with the NSP, submits a complete or substantially complete application for certification as a Georgia Certified Contractor or Vendor (an "Application") within 10 business days after the submission of such Application (the "Deadline"). If the City fails to either certify or deny certification for an Applicant within 30 calendar days after the submission of such Applicant's Application, then such Applicant shall be deemed a Georgia Certified Contractor or Vendor for all purposes under this Plan, and StadCo may count the value of work performed by such Applicant after the Deadline towards the Goal.
- ii. Any Applicant which is "deemed certified" under subsection (b)(i) of this Section due to the passage of 30 calendar days without City certification or denial shall continue to require official certification by the City in order to be deemed a certified M/FBE under the City's Equal Business Opportunity Program for all other City projects other than the NSP.

c. **Counting.**

- i. StadCo will count toward the Goal the value (or a percentage of the value, as discussed below) of the Contracting Parties' contracts for work performed on the NSP only after an M/FBE is certified as a Georgia Certified Contractor or Vendor as described in Section 4.3(a).
- ii. Whether the Goal is achieved will be evaluated and determined upon the Final Completion of the NSP based on the total amount of Modified NSP Costs.
- iii. StadCo will utilize the following guidelines in determining the percentage of M/FBE participation that will be counted towards the Goal:
 - A. The value of work performed by a firm after it has ceased to be certified as a Georgia Certified Contractor or Vendor will not be counted towards the Goal (unless such Georgia

Certified Contractor or Vendor is re-certified within 90 days following the termination of its certification).

- B. Only amounts paid to and performed by a Georgia Certified Contractor or Vendor will be counted toward the Goal.
- C. Subject to G below, only the value of the work actually performed by a Georgia Certified Contractor or Vendor will be counted toward the Goal.
- D. When a Georgia Certified Contractor or Vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work will be counted toward the Goal only if the subcontractor is itself a Georgia Certified Contractor or Vendor.
- E. The entire amount of fees or commissions charged by a Georgia Certified Contractor or Vendor for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance required for the contract, will be counted toward the Goal.
- F. When a Georgia Certified Contractor or Vendor performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the portion of the work of the contract that the Georgia Certified Contractor or Vendor performs will be counted toward the Goal.
- G. Expenditures with Georgia Certified Contractors or Vendors for materials or supplies will be counted toward the Goal, as provided in the following:
 - (a) If the materials or supplies are obtained from a M/FBE manufacturer, 100% of the cost of the materials or supplies will be counted toward the Goal.
 - (b) If the materials or supplies are obtained from a M/FBE “full service supplier”, 60% of the cost of the materials or supplies will be counted toward the Goal. An M/FBE qualifies as a “full service supplier” if such vendor has warehoused or stored the materials or supplies for which credit toward the Goal is being sought.
 - (c) If the materials or supplies are not obtained from a M/FBE manufacturer or full service supplier, only

the mark-up or profit margin component of the costs will be counted toward the Goal.

4.4 Compliance Reporting and Monitoring.

a. **General.** StadCo has primary responsibility to monitor and audit overall compliance with this Plan. The General Contractor and the Lead Architect are responsible for monitoring and accurately collecting M/FBE data from their respective subcontractors and reporting such data to StadCo. StadCo shall promptly provide such information as received to Invest Atlanta and the GWCCA or their respective designee on no less than a quarterly basis. The other Contracting Parties will cooperate with StadCo's monitoring plan and requests as outlined in this section.

b. **Reporting.** StadCo will require the General Contractor, the Lead Architect and any other first tier Contracting Parties to submit on a quarterly basis complete and accurate M/FBE utilization data, including the following:

- i. Name of each Georgia Certified Contractor or Vendor that the Contracting Parties has committed to use, as of the date of the report;
- ii. Identification of the Contracting Party that has hired each Georgia Certified Contractor or Vendor;
- iii. Total contract value for each committed Georgia Certified Contractor or Vendor;
- iv. Changes, if applicable, to the total contract value for each committed Georgia Certified Contractor or Vendor;
- v. Identification of each Georgia Certified Contractor or Vendor as a contractor, consultant, full service supplier, or other supplier or broker;
- vi. Value of work or supplies claimed by the Georgia Certified Contractor or Vendor during the report period;
- vii. Value of work or supplies to be counted toward the Goal during the report period;
- viii. Total value of work or supplies invoiced to date and paid to date for each Georgia Certified Contractor or Vendor; and
- ix. Total amount of Modified NSP Costs invoiced to date and paid to date.

StadCo shall require the General Contractor and Lead Architect to submit a monthly progress report on a form designated by StadCo.

c. **Noncompliance.** If StadCo, in its reasonable discretion, determines that any subcontractor has (i) failed to make a good faith effort to comply with this Plan (after

notification and a reasonable cure period) or (ii) intentionally or recklessly reported false M/FBE data, StadCo will require the General Contractor and the Lead Architect to exclude such subcontractor from further participation in the NSP.