

AFFC DRAFT DATED 3/12/2013

**HOTEL MOTEL TAX
OPERATION AND MAINTENANCE AGREEMENT**

between

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

and

CITY OF ATLANTA, GEORGIA

Dated as of [DATED DATE]

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**HOTEL MOTEL TAX
OPERATION AND MAINTENANCE AGREEMENT**

THIS **HOTEL MOTEL TAX OPERATION AND MAINTENANCE AGREEMENT** (this “**O&M Agreement**”) is entered into as of [DATED DATE], by and between **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY** (the “**Authority**”), a an instrumentality of the State of Georgia and a public corporation, and the **CITY OF ATLANTA, GEORGIA** (the “**City**”), a municipal corporation and a political subdivision of the State of Georgia;

WITNESSETH:

WHEREAS, it is proposed that The Atlanta Development Authority (the “**Issuer**”) issue its Revenue Bonds (New Downtown Atlanta Stadium Project), Series 2014 in an aggregate principal amount necessary to generate not less than \$200,000,000 of available construction and development proceeds (the “**Series 2014 Bonds**”) for the purpose of providing funds to (i) enable GWCCA to finance a portion of the cost of the development, construction, equipping and funding (in accordance with the Hotel Motel Tax Statute defined herein) of a new operable roof, state-of-the-art multi-purpose stadium to replace the existing Georgia Dome facility in the City (the “**New Stadium Project**”), (ii) to establish a reserve fund(s) with respect to the Series 2014 Bonds, (iii) to pay capitalized interest on the Series 2014 Bonds through July 1, 2017, and (iv) to pay the costs of issuance of the Series 2014 Bonds; and

WHEREAS, the Series 2014 Bonds are being issued under and pursuant to the terms of a Trust Indenture, to be dated as of the first day of the month in which it is executed and delivered (the “**Indenture**”), between the Issuer and a trustee to be appointed by the Issuer (the “**Trustee**”); and

WHEREAS, O.C.G.A. 48-13-50, *et. seq.*, as amended (the “**Hotel Motel Tax Statute**”) authorizes the governing authority of each municipality in the State of Georgia to levy and collect an excise tax upon the furnishing of public accommodations (the “**Hotel Motel Tax**”); and

WHEREAS, pursuant to Section 48-13-51(a)(5)(A) of the Hotel Motel Tax Statute, the City is currently levying a Hotel Motel Tax a rate of seven percent (the “**Existing Hotel Motel Tax**”) and is required to expend (in each fiscal year during which the tax is collected at such rate on or after July 1, 1990) an amount equal to 39.3% of the total Hotel Motel Taxes collected to fund the Georgia Dome in the City; and

WHEREAS, in accordance with the Hotel Motel Tax Statute, the Existing Hotel Motel Tax will terminate not later than December 31, 2020, unless extended in accordance with Section 48-13-51(a)(5)(B) of the Hotel Motel Tax Statute; and

WHEREAS, in accordance with Section 48-13-51(a)(5)(B) of the Hotel Motel Tax Statute, the Existing Hotel Motel Tax may be extended by a resolution of the City through December 31, 2050, provided, in part, that the City shall be required to expend (in each fiscal year during which the Hotel Motel Tax is collected at such rate during such extended period) an

amount equal to 39.3% of the total taxes collected at such rate toward funding a successor facility to the Georgia Dome in the City (the “**Extended Hotel Motel Tax**”); and

WHEREAS, the City Council of the City adopted a Resolution on March 18, 2013 approving the Extended Hotel Motel Tax and, in accordance with the Hotel Motel Tax Statute, is thus required to expend 39.3% of the proceeds of the Extended Hotel Motel Tax toward the funding of the New Stadium Project through a contract with a “certifying state authority” as provided in Section 48-13-51(a)(5)(B); and

WHEREAS, pursuant to that certain Hotel Motel Tax Funding Agreement, dated as of [DATED DATE], between the Issuer and the City and approved by the Authority (the “**Funding Agreement**”), the City shall pay or cause to be paid 39.3% of the proceeds of the Hotel Motel Tax receipts to the Trustee (the “**Funding Agreement Payments**”) as security for the Bonds (as defined herein) and any other bonds or obligations issued to refund the Bonds; and

WHEREAS, in the event that the proceeds generated by the Funding Agreement Payments are in excess of amounts necessary (i) to pay monthly debt service requirements on the Series 2014 Bonds and any other additional bonds or obligations issued under the Indenture and (ii) to pay, to the extent necessary, amounts necessary to such other funds and accounts including, without limitation, a debt service reserve fund, as may be created under the Indenture, in accordance with the Funding Agreement and the Indenture, such excess amounts (the “**O&M Proceeds**”) shall be transferred on a monthly basis to a “GWCCA Custodian” and applied to other costs relating to the operation, maintenance and improvements for the New Stadium Project as further described herein; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the 1983 Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City and the Authority are entering into this O&M Agreement as required by the Hotel Motel Tax Statute to further detail the use of O&M Proceeds and the operation and maintenance of the New Stadium Project;

NOW, THEREFORE:

In consideration of the respective representations and agreements hereinafter contained, the Authority and the City agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the words and terms elsewhere defined in this O&M Agreement, the following words and terms as used in this O&M Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and any other words and terms defined in the Indenture shall have the same meanings when used herein as assigned them in the Indenture unless the context or use clearly indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Authority” means the Geo. L. Smith II Georgia World Congress Center Authority and its successors and assigns.

“Bonds” means the Series 2014 Bonds, any bonds or other obligations issued to refund the Series 2014 Bonds and any bonds or other obligations having a lien subordinate to the lien of the Series 2014 Bonds on the Funding Agreement Payments.

“Club” means the Atlanta Falcons Football Club, LLC, and its successors and assigns.

“Funding Agreement” means the Hotel Motel Tax Funding Agreement dated as of [DATED DATE], between the City and the Issuer and approved by the Authority to the extent required by Section 48-13-51(a)(5)(B) of the Hotel Motel Tax Statute, as it now exists and as it may hereafter be amended.

“Funding Agreement Payments” means the City’s payments to the Issuer (or the Trustee, on behalf of the Issuer), pursuant to the Funding Agreement in an amount equal to 39.3% of the City’s Hotel Motel Tax collections.

“GWCCA Account” means the account described in Section 3.1 hereof.

“GWCCA Custodian” means [GWCCA CUSTODIAN] and any successor thereto.

“Hotel Motel Tax” means the seven percent tax upon the furnishing of public accommodations in the City authorized and levied pursuant to the terms of Section 48-13-51(a)(5) of the Hotel Motel Tax Statute.

“Hotel Motel Tax Statute” means O.C.G.A. 48-13-50, *et. seq.*, as amended, authorizing the governing authority of each municipality in the State of Georgia to levy and collect and excise tax upon the furnishing of public accommodations.

“Indenture” means the Trust Indenture between the Issuer and the Trustee, of even date herewith, pursuant to which the Bonds are authorized to be issued and the Issuer’s interest in the Funding Agreement is pledged as security for the payment of the principal of, redemption premium (if any) and interest on the Bonds and any deposits required to be made thereunder, including any indentures supplemental thereto and any indentures or other agreements entered into in connection with the issuance of any bonds or other obligations to refund the Bonds.

“**Herein**”, “**hereby**”, “**hereunder**”, “**hereof**”, “**hereinabove**” and “**hereinafter**” and other equivalent words refer to this O&M Agreement and not solely to the particular portion hereof in which any such word is used.

“**Issuer**” means The Atlanta Development Authority, a public corporation of the State of Georgia duly created and existing pursuant to an act of the General Assembly of the State of Georgia known as the “Development Authorities Law” (O.C.G.A. 36-62-1 et seq., as amended), and its successors and assigns.

“**License Agreement**” means the license agreement, to be entered into prior to or contemporaneously with the issuance of the Series 2014 Bonds, between StadCo and the Authority relating to the license by the GWCCA of the New Stadium Project in favor of StadCo, as the same may be amended from time to time.

“**MOU**” means the Memorandum of Understanding for a Successor Facility to the Georgia Dome, dated as of March ____, 2013, among the Authority, StadCo, and the Club.

“**New Stadium Project**” means the development, construction and equipping of a new operable roof, state-of-the-art multi-purpose stadium to replace the existing Georgia Dome facility in the City.

“**NFL**” means the National Football League.

“**O&M Agreement**” means this O&M Agreement as it now exists and as it may hereafter be amended in accordance with the terms hereof.

“**O&M Proceeds**” means (i) while, any Bonds issued to finance or refinance the New Stadium Project remain outstanding, the Hotel Motel Tax proceeds remaining each month after deposit to the required accounts and subaccounts pursuant to the Indenture and (ii) following Payment in Full of the Bonds (as defined in the Indenture), 39.3% of all Hotel Motel Taxes collected in the City.

“**Series 2014 Bonds**” means the Issuer’s Revenue Bonds (New Downtown Atlanta Stadium Project), Series 2014, issued in an aggregate principal amount necessary to generate not less than \$200,000,000 in available construction and development proceeds.

“**StadCo**” means the Atlanta Falcons Football Club, LLC, and its successors and assigns.

“**State**” means the State of Georgia.

“**Sublicense**” means the sublicense agreement to be entered into prior to or contemporaneously with the issuance of the Series 2014 Bonds between StadCo and the Club relating to the operation and maintenance of the New Stadium Project.

“**Team**” means the Atlanta Falcons.

“**Trustee**” means [TRUSTEE], or any co-trustee or any successor or assignee thereof under the Indenture.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this O&M Agreement and to carry out its obligations hereunder, has been duly authorized to execute and deliver this O&M Agreement, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as a public corporation of the State;

(b) The development, construction, equipping, maintenance and funding of the New Stadium Project, in accordance with the Hotel Motel Tax Statute, the execution and delivery of this O&M Agreement, and the performance of all covenants and agreements of the Authority contained in this O&M Agreement and of all other acts and things required under the Constitution and laws of the State to make this O&M Agreement a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this O&M Agreement or the ability of the Authority to comply with any of its obligations under this O&M Agreement.

Section 2.2. Representations and Warranties by the City. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation under the laws of the State having power to enter into and execute and deliver this O&M Agreement and, by proper action of its governing body, has authorized the execution and delivery of this O&M Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this O&M Agreement, and no approval, referendum or other action by any governmental authority, agency, or other person or persons is required in connection with the delivery and performance of this O&M Agreement by it except as shall have been obtained as of the date hereof;

(b) This O&M Agreement has been duly executed and delivered by the City and constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The authorization, execution, delivery, and performance by the City of this O&M Agreement and compliance by the City with the provisions hereof do not and will not violate the laws of the State relating to the City or constitute a breach of or a default under, any

other law, court order, administrative regulation, or legal decree, or any agreement, or other instrument to which it is a party or by which it is bound; and

(d) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this O&M Agreement or the ability of the City to comply with any of its obligations under this O&M Agreement.

ARTICLE III

EFFECTIVE DATE OF THIS O&M AGREEMENT; DURATION OF O&M AGREEMENT TERM; PAYMENT PROVISIONS

Section 3.1. Effective Date of this O&M Agreement; Duration of O&M Agreement Term. This O&M Agreement shall become effective upon its delivery and the satisfaction of the covenants set forth in Section 3.4 hereof. Subject to the other provisions of this O&M Agreement, this O&M Agreement shall terminate on the earlier of (a) December 31, 2050, or (b) the original expiration date of the License Agreement. Upon such expiration, if all other financial obligations of the parties hereto have been paid, the City shall be relieved of any further payments hereunder.

Section 3.2. Payment of O&M Proceeds.

(a) The City has agreed in the Funding Agreement that, until Payment in Full of the Bonds (as defined in the Indenture), on or before the 15th day of each calendar month (or the next Business Day if such day is not a Business Day), commencing on July 15, 2017, the City shall pay to the Issuer, by payment directly to the Trustee, in immediately available funds, a sum equal to 39.3% of the City's Hotel Motel Tax collections for the preceding calendar month. While the Bonds are outstanding, the City hereby covenants to cause the Trustee to transfer the O&M Proceeds to the GWCCA Custodian on or before the 20th day of each calendar month (or the next Business Day if such day is not a Business Day).

(b) If Payment in Full of the Bonds (as defined in the Indenture) shall have been made or if the Funding Agreement shall no longer be in effect, on or before the 15th day of each calendar month (or the next Business day if such day is not a Business Day), the City shall pay an amount equal to the O&M Proceeds for the preceding calendar month directly to the GWCCA Custodian.

Section 3.3. Obligations of the City Hereunder Absolute and Unconditional. The obligations of the City to pay the full amount of O&M Proceeds as set forth in Section 3.2 above, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as this O&M Agreement shall terminate in accordance with Section 3.1 hereof, the City (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of their other agreements contained in this O&M Agreement and (c) will not terminate this O&M Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Authority's title in and to the New Stadium Project or any part thereof, any acts or circumstances that may constitute failure of consideration,

eviction or constructive eviction, destruction of or damage to the New Stadium Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this O&M Agreement.

Notwithstanding the prior paragraph, each party hereto reserves, and shall retain, all rights and remedies it may have for breach of any representation, warranty or covenant or defaults in the performance or payment of any obligation owed hereunder provided such rights and remedies are pursued as independent causes of action in separate proceedings.

Section 3.4. Condition to Effectiveness. The obligations of the City and the Authority hereunder are subject to the following: either

(a) the trustee for and the majority owner of the Geo. L. Smith II Georgia World Congress Center Authority Refunding Revenue Bonds (Domed Stadium Project), Series 2011 (the “Georgia Dome Bonds”) shall have delivered to the Authority their respective agreements that the lien on the revenues of the Authority derived from collections by the City and by Fulton County, Georgia of the Existing Hotel Motel Tax shall expire and be relinquished on or before the end of the capitalized interest period for the Series 2014 Bonds, regardless of whether the Georgia Dome Bonds have been paid in full on such date within the meaning of the indenture under which such Georgia Dome Bonds were issued;

(b) the trustee and the majority owner of the Georgia Dome Bonds and Fulton County, Georgia shall have specifically consented to the execution, delivery and performance of this O&M Agreement while the Georgia Dome Bonds remain outstanding; or

(c) the Georgia Dome Bonds are paid in full within the meaning of the indenture under which such Georgia Dome Bonds were issued.

ARTICLE IV

USE OF O&M PROCEEDS

Section 4.1. Establishment of GWCCA Account. As described in the MOU and created pursuant to the License Agreement, there will be established with the GWCCA Custodian an account to be known as “The Geo. L. Smith II Georgia World Congress Center Authority O&M Proceeds Account” (such account is referred to herein as the “**GWCCA Account**”) and within the GWCCA Account a “Refurbishment and Maintenance Reserve Account,” an “NSP Renewal and Extension Account,” an “Other Events Staging Expense Account,” an “O&M Expense Account” and a “Surplus Account.”

Section 4.2. Deposit of O&M Proceeds. The O&M Proceeds shall be deposited on a monthly basis as described in Section 3.2 hereof to the following accounts for the uses, and in the order of priority, set forth below, each as further described in the MOU and to be documented in the License Agreement:

(a) First, to the Refurbishment and Maintenance Reserve Account, an amount up to \$3,000,000 (increased each year by 2%) per year on a cumulative basis for each year of the License Agreement, to be used for refurbishment and maintenance expenses related to the New Stadium Project as described in Section 10.3 of the MOU and as to be further documented in the License Agreement. For example, in the event that only \$1,000,000 of O&M Proceeds are deposited into the Refurbishment and Maintenance Reserve Account in any calendar year, no further deposits will be made to any of the subsequent accounts in the GWCCA Account until there shall be deposited into the Refurbishment and Maintenance Reserve Account the shortfall for such calendar year and any prior calendar year plus the required deposit for the subsequent calendar year;

(b) Second, to the NSP Renewal and Extension Account, an amount up to \$1,000,000 (increased each year by 2%) per year on a cumulative basis (such “cumulative basis” to be treated in the same manner as described in Section 4.2(a) hereof), for each year of the License Agreement, to be used for capital improvements at the New Stadium Project;

(c) Third, to the Other Events Staging Expense Account, an amount up to \$3,500,000 (increased each year by 2%) per year on a cumulative basis (such “cumulative basis” to be treated in the same manner as described in Section 4.2(a) hereof), for each year of the License Agreement, to reimburse StadCo for expenses relating to the staging of Georgia Dome Legacy Events, GWCCA Events, Atlanta Bid Events (each as defined in the MOU) and other events held at the New Stadium Project;

(d) Fourth, to the O&M Expense Account, an amount per year equal to the lesser of (i) \$8,000,000 (increased each year by 2%) or (ii) the amount of the Submitted Expense Budget (as defined in the MOU) for such year as provided in Section 8.5 of the MOU minus the sum of the amounts deposited for such year into the Refurbishment and Maintenance Reserve Account and the Other Events Staging Expense Account, on a cumulative basis (such “cumulative basis” to be treated in the same manner as set forth in Section 4.2(a) hereof), for each year of the License Agreement; and

(e) Finally, to the Surplus Account, any excess amounts, to be applied as determined by the Authority and StadCo to capital improvements, unfunded operating expenses or any other lawful purpose relating to the New Stadium Project, as further described in Section 10.6 of the MOU and as to be documented in the License Agreement.

Section 4.3. No Warranty as to Sufficiency of O&M Proceeds. Neither the City nor Authority makes any warranty that the deposits of the O&M Proceeds described in Section 4.2 hereof will be made, or that any deposit will be made in any particular amount. No other City or Authority funds or revenues, including without limitation the “License Fee” (as defined in the MOU), will be available to pay the principal of or interest on the Bonds or to fund any account established in either the Indenture or hereunder to provide for the maintenance, operation or improvement of the New Stadium Project as described above.

ARTICLE V

SPECIAL COVENANTS AND REPRESENTATIONS

Section 5.1. Insurance. Pursuant to Section 7.4 of the MOU, StadCo is obligated to provide certain insurance coverage with respect to the New Stadium Project. The Authority hereby agrees to provide the City with evidence of such coverages when the same is provided to the Authority by StadCo, and agrees that it will endeavor to enforce the provisions of Section 7.4 of the MOU against StadCo if necessary to ensure that the insurance for the New Stadium Project both (i) comports with the State of Georgia Department of Administrative Services (“DOAS”) requirements and (ii) is at a level that is no less than that which is customarily required for NFL facilities similar to the New Stadium Project.

Section 5.2. Budgets and Plans. Pursuant to Section 10.2 of the MOU, StadCo is required to submit to the Authority certain budgets and plans. The Authority will endeavor to enforce such provisions against StadCo and will provide the City with copies of the budgets and plans provided to the Authority by StadCo pursuant such section.

Section 5.3. Ownership of the New Stadium Project. The Authority hereby covenants that it, or a successor entity to the Authority that complies with the applicable requirements of the Hotel Motel Tax Statute, shall own title to the New Stadium Project throughout the term of this O&M Agreement and that it shall not transfer such ownership interest, other than as may be provided for in the Hotel Motel Tax Statute, unless and until this O&M Agreement and the Funding Agreement have been terminated.

Section 5.4. Further Assurances and Corrective Instruments, Recordings and Filings. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably for carrying out the intention of or facilitating the performance of this O&M Agreement.

Section 5.5. Certification Relating to Use of Hotel Motel Tax. The City’s obligations hereunder shall be conditioned upon the Authority certifying in writing to the City and the Issuer on or prior to July 1, 2017 as follows:

(a) That, assuming compliance by the City and the Issuer with the Funding Agreement, the same portion of the Hotel Motel Tax proceeds as were used to fund the Georgia Dome will be used to fund the New Stadium Project;

(b) That the New Stadium Project, as a successor facility to the Georgia Dome, will be located on property owned by the Authority; and

(c) That the Authority has entered into a contract with StadCo for use of the New Stadium Project, as a successor facility to the Georgia Dome, through the end of the new extended period of the tax collection.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined. The following shall be “events of default” under this O&M Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this O&M Agreement, any one or more of the following events:

(a) Failure by the City to provide for O&M Proceeds required to be paid under Section 4.3 hereof at the times specified therein; and

(b) Failure by the City to observe and perform any covenant, condition or agreement of this O&M Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the Authority, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the Authority will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

Section 6.2. Remedies on Default. Whenever any event of default referred to in Section 6.1 hereof shall have happened and be subsisting, the Authority may take any one or more of the following remedial steps:

(a) The Authority may require the City to furnish copies of all books and records of the City pertaining to the Hotel Motel Tax;

(b) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Hotel Motel Tax then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this O&M Agreement; and

(c) The Authority may exercise any remedies provided for in the Indenture.

Any amounts collected pursuant to action taken under this section shall be paid into the GWCCA Account and applied in accordance with the provisions of Section 3.2 hereof or, if Payment in Full of the Bonds has not been made, into the Revenue Fund and used in accordance with the Indenture.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this O&M Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it

shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required.

Section 6.4. No Additional Waiver Implied by One. If any agreement contained in this O&M Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1. 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:

- (a) If to the City - City of Atlanta, Georgia
Office of the Mayor
55 Trinity Avenue
Atlanta, Georgia 30303
Attention: Chief of Staff
E-mail: _____
- with a copy to -* City of Atlanta, Georgia
55 Trinity Avenue
Atlanta, Georgia 30303
Attention: City Attorney
E-mail: _____
- (b) If to the Authority:- Georgia World Congress Center
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attention: Executive Director
E-mail: fpoe@gwcc.com
- with a copy to -* Office of the Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
Attention: Deputy Attorney General,
Commercial Transaction and
Litigation Division
E-mail: dwhitingpack@law.ga.gov

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

(c) If to StadCo - Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attention: Richard J. McKay
E-mail: rmckay@falcons.nfl.com

with a copy to - King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Attention: Michael J. Egan, Esq.
E-mail: megan@kslaw.com

(d) If to the GWCCA
Custodian - [CUSTODIAN]
[CUSTODIAN ADDRESS]

A duplicate copy of each notice, certificate or other communication given hereunder by any of the Authority, the City, the GWCCA Custodian or StadCo to any one of the others shall also be given to all of the others and the Authority, the City, the GWCCA Authority or StadCo may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notwithstanding any provision of this O&M Agreement to the contrary, whenever a specified number of days is required with respect to any notice such number of days can be reduced upon the agreement of the City, the Authority, the GWCCA Authority and StadCo.

Section 7.2. Binding Effect. This O&M Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this O&M Agreement.

Section 7.3. Severability. If any provision of this O&M Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4. Amendments, Changes and Modifications. This O&M Agreement may not be effectively amended, changed, modified, altered or terminated by the parties hereto without the concurring prior written consent of StadCo; provided StadCo shall not unreasonably withhold its consent.

Section 7.5. Execution in Counterparts. This O&M Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Captions. The captions and headings in this O&M Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this O&M Agreement.

Section 7.7. Law Governing Construction of Agreement. This O&M Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, the Authority and the City have caused this O&M Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY**

By: _____
Chair

Attest:

Secretary

(SEAL)

CITY OF ATLANTA, GEORGIA

By: _____
Mayor

Attest:

Municipal Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney