

**AGREEMENT FOR ARCHITECTURAL SERVICES FOR
ATLANTA NEW STADIUM PROJECT**

Between and Among

GEO. L SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

as Owner

ATLANTA FALCONS STADIUM COMPANY, LLC

as Developer

and

360 ARCHITECTURE INC

as Architect

Effective Date: As of April 30, 2013

TABLE OF CONTENTS

SECTION 1	DESCRIPTION OF THE PROJECT	1
SECTION 2	CERTAIN DEFINITIONS.....	2
SECTION 3	GENERAL PROVISIONS REGARDING ARCHITECT'S RESPONSIBILITIES	11
3.1	Representations of Architect.....	11
3.2	Status of Architect.....	12
3.3	The Services Generally	12
3.4	Standard of Care for Architect and its Subconsultants	12
3.5	Conflicts of Interest.....	12
3.6	Certifications and Licenses	13
3.7	Compliance with Applicable Laws, League Rules, Applicable Codes and Standards and Utility Requirements.....	13
3.8	Time Schedule; Time of the Essence	13
3.9	Key Persons; Staffing by Architect	14
3.10	Separate Permit Packages and Phased Occupancy	15
3.11	Subconsultants.....	16
3.12	Architect's Representative	19
3.13	Coordination by Architect with Others Involved in the Project	19
3.14	Other Work of Architect	19
3.15	Record Keeping by Architect and Subconsultants	19
3.16	Equal Employment Opportunity; Nondiscrimination	20
3.17	Correction of Errors, Inconsistencies and Deficiencies.....	21
3.18	Computer-Aided Drafting and Design and Building Information Modeling	21
3.19	Submittals	22

3.20	Compliance with Employment Laws	22
SECTION 4	PRELIMINARY SERVICES	22
4.1	Preliminary Services Phase.....	22
SECTION 5	BASIC SERVICES	23
5.1	Schematic Design Phase	24
5.2	Design Development Phase.....	28
5.3	Construction Documents Phase/Bid and Award Phase.....	33
5.4	Construction Phase	36
5.5	Post-Construction Phase	40
SECTION 6	ARCHITECT ADDITIONAL SERVICE REQUESTS AND ADDITIONAL SERVICES	42
6.1	Architect Additional Service Requests.....	42
6.2	Timing Requirements for Notifications of Architect Additional Service Requests	42
6.3	Enumeration of Additional Services	43
6.4	Time for Performance of Additional Services.....	44
SECTION 7	DEVELOPER’S RESPONSIBILITIES; ADDITIONAL RIGHTS OF DEVELOPER.....	45
7.1	Developer’s Responsibilities.....	45
7.2	Additional Rights of Developer	45
SECTION 8	ARCHITECT’S COMPENSATION AND PAYMENT	47
8.1	Fixed Fees for Preliminary Services and Basic Services	47
8.2	Architect’s Compensation for Additional Services.....	47
8.3	Payments to Architect.....	47
8.4	Payments to Subconsultants.....	49
8.5	Construction Funds Disbursement Procedures	49

8.6	Payment or Approval Not Acceptance of Services	49
8.7	Payments Withheld.....	49
8.8	Payment Disputes.....	50
8.9	Payment Error	50
8.10	Currency	50
8.11	Interest on Late Payments.....	51
SECTION 9	REIMBURSABLE EXPENSES	51
9.1	Generally.....	51
9.2	Enumeration of Reimbursable Expenses.....	51
9.3	Enumeration of Additional Services Reimbursable Expenses.....	52
SECTION 10	OWNERSHIP AND USE OF WORK PRODUCT	53
10.1	Work Product.....	53
10.2	Architect's Intellectual Property	53
10.3	Return of Work Product	53
10.4	Restricted Use of Work Product.....	53
SECTION 11	INSURANCE AND ASSUMPTION OF RISK	53
11.1	Architect's Policies and Limits	54
11.2	Developer's Insurance	55
11.3	Evidence of Insurance; Other Policy Requirements.....	55
11.4	Project Specific Professional Liability Insurance Policy	56
11.5	Assumption of Risk.....	56
11.6	Deductibles.....	56
11.7	Limitation of Liability	56
11.8	Failure to Provide Insurance	56
11.9	Miscellaneous.....	57

SECTION 12	INDEMNIFICATION	57
12.1	General Indemnification	57
12.2	Patent and Copyright Indemnification	58
12.3	Lien Indemnification	58
12.4	Legal Defense.....	59
12.5	Enforceability	60
SECTION 13	DISPUTE RESOLUTION.....	60
13.1	Governing Law.....	60
13.2	Negotiation.....	60
13.3	Litigation.....	60
SECTION 14	SUSPENSION AND TERMINATION	60
14.1	Suspension	61
14.2	Termination for Convenience	61
14.3	Termination for Default	62
SECTION 15	MISCELLANEOUS	63
15.1	Assignment of this Agreement	63
15.2	Construction Lender.....	63
15.3	Entire Agreement.....	64
15.4	Notices	64
15.5	Confidentiality.....	65
15.6	Press Releases	66
15.7	Estoppel Certificates.....	67
15.8	Survival	67
15.9	Headings.....	67
15.10	Severability	67

15.11	Exculpation	67
15.12	No Third Party Beneficiaries	67
15.13	Interpretation	67
15.14	Joint Effort	68
15.15	Counterparts	68
15.17	Priority	68
15.18	Exhibits	68

LIST OF EXHIBITS

EXHIBIT A	Project Description and the Site
EXHIBIT B	Subconsultants
EXHIBIT C	Description of GMP Drawings and Specifications
EXHIBIT D	Time Schedule
EXHIBIT E	Developer's Consultants
EXHIBIT F	Billing Rate Schedule
EXHIBIT G	Scope of Services
SCHEDULE G-1	Architectural Program
SCHEDULE G-2	Basic Program
SCHEDULE G-3	Basic Services
EXHIBIT H	Form of Lien and Claim Waivers
SCHEDULE H-1	Architect's Interim Lien Waiver
SCHEDULE H-2	Architect's Interim Claim Waiver
SCHEDULE H-3	Subconsultant Interim Lien Waiver
SCHEDULE H-4	Subconsultant Interim Claim Waiver
SCHEDULE H-5	Architect's Final Lien Waiver

SCHEDULE H-6	Architect's Final Claim Waiver
SCHEDULE H-7	Architect's Final Interim Lien Waiver
SCHEDULE H-8	Architect's Final Interim Claim Waiver
EXHIBIT I	Developer Provided Information

AGREEMENT FOR ARCHITECTURAL SERVICES ATLANTA NEW STADIUM PROJECT

THIS AGREEMENT (“**Agreement**”) is made as of April 30, 2013 (“**Effective Date**”) between and among **Geo. L. Smith II Georgia World Congress Center Authority**, (“**Owner**”), Atlanta Falcons Stadium Company, LLC, a Georgia limited liability company (“**Developer**”), and **360 Architecture Inc**, a Missouri corporation (“**Architect**” and, together with Owner and Developer, each a “Party” and together the “Parties”).

RECITALS

A. Owner and Developer are investigating the potential development of a new state-of-the-art, retractable roof, multipurpose stadium (“**New Stadium**”) to be the new home field of the Atlanta Falcons, a franchise in the National Football League (“**NFL**”), and host other professional and amateur sports (including possible Major League Soccer (“**MLS**”) events), entertainment, civic, cultural and commercial events, as well as related parking facilities and infrastructure to support the New Stadium (the “**Related Infrastructure**”, and together with the New Stadium, the “**Project**”). In addition to being the home venue for the Atlanta Falcons, the New Stadium shall be flexible and multi-functional, and shall be designed to meet the applicable standards of the National Collegiate Athletic Association (“**NCAA**”) and MLS with the ability to be converted for purposes of hosting a Fédération Internationale de Football Association (“FIFA”) World Cup soccer match. The New Stadium shall also be competitive with similar facilities recently constructed throughout the world.

B. The proposed site of the New Stadium is depicted on Exhibit A-1 (the “**Site**”).

C. Owner and Developer desire to retain Architect to provide all necessary and appropriate design and engineering services for the Project, to work on obtaining permits for its construction and to assist Developer with construction administration during and after its construction (the “**Services**”, as further described herein).

D. Architect has represented to Developer and Owner that it possesses the expertise, qualifications, workforce and experience necessary to undertake the performance of the Services for the Project, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

SECTION 1 DESCRIPTION OF THE PROJECT

The Project consists of the New Stadium, a new multipurpose, state-of-the-art stadium, with a retractable roof, which will be the home venue of the Atlanta Falcons, and would also host NCAA football games and other professional and amateur sports, entertainment, civic, cultural and commercial events. The New Stadium will have permanent seating for 66,000 - 72,000 for NFL games, including luxury suites and other premium seating opportunities. The design will also need to allow for expandable seating to 75,000 for hosting marquee events such as Super Bowls and World Cup Soccer final matches. In addition, planning for the Site, as further described below, shall include consideration of VIP parking spaces and sufficient parking for

teams, building tenants and New Stadium employees. The New Stadium design shall include a retractable roof to allow for indoor events. The New Stadium shall also include administrative and team offices, New Stadium operations offices, concessions facilities including offices, concessions stands, concession commissary and storage, kitchens and pantries, public washrooms, premium club and other dining facilities, building receiving area/loading dock, employee lounge, building services area, engineering office and shops, ticket office and windows, team(s) store, dressing room facilities to accommodate four teams at one time, officials/star dressing rooms, other dressing room facilities as needed, press box, audio/visual control room, event center storage, first aid office, public safety office/facilities, event office, and other spaces needed to support the New Stadium, all as more fully described in the Architectural Program in Schedule G-1.

SECTION 2 CERTAIN DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings specified below:

“Additional Compensation” means any fee or payment to be paid to Architect for Additional Services.

“Additional Services” are those certain supplemental or additional services as provided in Section 6 of this Agreement, which are performed by or under the direction of Architect pursuant to an Architect Additional Service Request.

“Affiliate” means (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, and (ii) any Person that, directly or indirectly, is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, a Party or of which the Party is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

“Applicable Codes and Standards” means all codes, standards or requirements set forth herein or in any Applicable Law, and which shall govern Architect’s performance of the Services as provided herein. In the event of an inconsistency or conflict between any of the Applicable Codes and Standards, the highest performance standard as contemplated therein shall govern Architect’s performance under this Agreement.

“Applicable Law” means each and every law, statute, code, ordinance, rule, regulation, judgment, decision, order or ordinance relating to the design, construction or occupancy of the Project issued by the United States, the State of Georgia and any other Governmental Authority, including (i) the Americans with Disabilities Act (“ADA”), (ii) any other handicapped access and architectural barriers laws, land use, zoning, construction, environmental, safety and industrial hygiene laws and regulations promulgated thereunder, (iii) any and all Permits, (iv) any Applicable Codes and Standards set forth in Applicable Law, and (v) Applicable Law related to (y) conservation, improvement, protection, pollution, contamination or remediation of the

environment or (z) Hazardous Materials or any handling, storage, release or other disposition of Hazardous Materials.

“Application for Final Payment” means a written statement submitted by General Contractor or any Separate Prime Contractor to Developer requesting its final payment for services rendered and/or materials furnished in connection with carrying out the Work following Final Completion of its Work.

“Application for Payment” is a written statement submitted by General Contractor or any Separate Prime Contractor to Developer requesting payment for services rendered and/or materials furnished in connection with carrying out the Work.

“Architect Additional Service Request” means a written order of Developer for the provision of Additional Services by Architect.

“Architect Unilateral Hourly Service Directive” has the meaning set forth in Section 6.1.2.

“Architect’s Intellectual Property” has the meaning set forth in Section 10.2.

“Architectural Program” means the program statement to be prepared by Architect, and approved by Developer and Owner in writing, that sets forth general descriptions and requirements of functions, elements, systems, areas and other program elements to be incorporated into the design of the Project, which program statement shall be a further development of the basic program attached hereto as Schedule G-2 to be developed as a Preliminary Service and thereafter shall form the basis for the preparation of the Conceptual Design Documents, Schematic Design Documents, Design Development Documents and Construction Documents for the Project.

“Basic Services” means the services to be performed by, or under the direction of, Architect pursuant to Section 5 of this Agreement, including services to be performed during the Design (Conceptual) Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase/Bid and Award Phase, Construction Phase and the Post Construction Phase.

“Basic Services Fixed Fee” has the meaning set forth in Section 8.1.2.

“Business Day” means every day other than (i) a Saturday, (ii) a Sunday or (iii) a day which is an official holiday for employees of the federal government of the United States of America or of the State of Georgia.

“Change Order” is an instrument signed by an authorized representative of Developer and a Contractor in the form of a mutual change order, or a unilateral change order issued by Developer to a Contractor, modifying the Contract Documents. Architect has no authority to authorize changes in the Contract Documents of any kind or to modify any deadlines for completion of Work specified in the Contract Documents.

“Conceptual Design Documents” are the conceptual design documents of the Project illustrating, among other things, the scale and relationship of the Project components as further described in Section 4.1.2.

“Confidential Information” has the meaning set forth in Section 15.5.1.

“Construction Contract” is the agreement between Developer and General Contractor with respect to the construction of the Project.

“Construction Cost” is the total cost (based on actual cost or currently estimated cost) to Developer of all elements of the Project designed or specified by Architect and its Subconsultants, including the General Contractor’s fee specified in the Construction Contract, the cost of labor and materials furnished by Developer and any equipment which has been designed, specified, selected or specially provided for by Architect and its Subconsultants, excluding only the following: the compensation of Architect and its Subconsultants, the cost of the acquisition of the Site (or any development rights or zoning entitlements from adjoining properties) or the costs incurred by Developer in connection with Developer’s responsibilities under Section 7.1 of this Agreement.

“Construction Documents” are the plans, drawings and specifications prepared by Architect and its Subconsultants setting forth in detail the requirements for construction of the Project.

“Construction Lender” is any lender or other financing source identified by Developer as a party providing financing for the design, development or construction of the Project.

“Construction Schedule” is the schedule for commencement and completion of the design and construction of the Project prepared by a Scheduling Consultant (hired by Developer) in conjunction with the Architect and its Subconsultants, General Contractor and its Subcontractors and Developer, Developer Representatives and any other Persons designated by Developer, as the same may be amended from time to time by such parties with Developer’s approval in writing. A copy of the Construction Schedule and each change therein shall be provided to Architect.

“Contract Documents” are the construction documents approved by Developer in writing for the construction of the Project by the General Contractor, consisting of the Construction Documents, the Construction Contract, contracts between any Separate Prime Contractor and Developer with respect to the Project, Change Orders, Construction Documents and any amendments made to such documents.

“Contractor” is the General Contractor or a Separate Prime Contractor, as applicable.

“Default” has the meaning set forth in Section 14.3.1.

“Defect” has the meaning set forth in Section 3.17.

“Damages” means all losses, costs, expenses, damages, injuries, liabilities, claims, demands, fines, penalties, interest and causes of action, suits or litigation of every kind and

character, including attorneys' fees and expenses (including all attorneys' fees, costs and expenses of any litigation, arbitration and appeals).

"DBE" has the meaning set forth in Section 3.16.2.

"Design Development Documents" are the documents developed during the Design Development Phase consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and other essential systems as further described in Sections 5.2.2 and 5.2.3.

"Developer/Owner Indemnified Parties" are Developer, its Affiliates, and their respective members, managers, partners, directors, officers, agents, representatives and consultants (including the Project Executive and Project Manager) and employees, Owner and its directors, officers, agents, representatives, consultants and employees, and the Construction Lender, any other lenders of Developer, their Affiliates, partners and members and their respective shareholders, partners, members, directors, officers, agents, representatives, consultants and employees.

"Developer's Consultant" is any Person who provides design or design consulting services to the Developer and who is not a subcontractor or Subconsultant of Architect.

"Developer Representatives" are the Project Executive and Project Manager, which are authorized to act on behalf of Developer with respect to the design and construction of the Project, the Services and other matters relating to this Agreement as directed by Developer, to the extent specified in the agreement between Developer and such representatives or as notified in writing by Developer to Architect. The Developer Representatives have no authority to amend this Agreement, enter into any Architect Additional Service Request with Architect on behalf of Developer, or terminate all or any portion of this Agreement or suspend all or any portion of the Services under this Agreement.

"Effective Date" has the meaning set forth in the introduction.

"Estimated Construction Cost" is the estimated cost to Developer from the General Contractor of all elements of the Project designed or specified by Architect and its Subconsultants, including General Contractor's fee and general conditions, the cost of labor and materials furnished by Developer and any equipment which has been designed, specified, selected or specially provided for by Architect and others, excluding only the following: the compensation of Architect and its Subconsultants, the cost of the acquisition of the Site (or any development rights or zoning entitlements from adjoining properties) or the costs incurred by Developer in connection with Developer's responsibilities under Section 7.1 of this Agreement.

"Field Representative" or **"Construction Administration Representative"** is the employee of Architect meeting the qualifications set forth in Section 5.4.9, and corresponding employees of Subconsultants required by this Agreement, who shall be on the Site full time during the construction of the Project to perform the functions described elsewhere in this Agreement during the Construction Phase and thereafter as necessary to perform the functions described elsewhere in this Agreement during the Post-Construction Phase.

“FIFA” has the meaning set forth in the Recitals.

“Final Completion” is the point in time when all of the following conditions shall have been satisfied:

(i) Actual completion of (a) the Work, and acceptance thereof by Developer and Owner, in writing, and (b) any other obligations to be performed by Architect under the terms of this Agreement;

(ii) General Contractor and Separate Prime Contractors, as applicable, shall have certified to Developer and Owner in writing that the Work, including punch-list items which remain to be completed after Substantial Completion has occurred, have been completed in accordance with the Contract Documents;

(iii) Architect shall have certified to Developer and Owner in writing, in a form mutually satisfactory to Architect and Developer, that the Work, including punch-list items which remain to be completed after Substantial Completion has occurred, have been completed to the best of Architect’s knowledge, information and belief in accordance with the Contract Documents;

(iv) Developer and Owner have accepted, in writing, the certifications noted in (iii) above; and

(v) All Governmental Authorities having jurisdiction shall have inspected the Work and the Project or the particular elements of such Work and the Project for which they have jurisdiction, and shall have unconditionally authorized occupancy of the Project in its entirety as evidenced by the issuance of a permanent or temporary certificate of occupancy and any other Governmental Approvals which may be required for occupancy of the Project.

“Fixed Fees” has the meaning set forth in Section 8.1.2.

“Fixed Limit Construction Cost” is the Construction Cost budgeted by Developer for the Project, which is targeted to be not more than approximately Seven Hundred Million U.S. Dollars (\$700,000,000).

“Force Majeure” means any act or event that (i) renders it impossible for the affected Party to perform its obligations under this Agreement, (ii) is beyond the control of the affected Party and not due to its fault or negligence, (iii) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including the expenditure of any reasonable sum taking into account the Fixed Fees, and (iv) is a catastrophic storm or flood, lightning, tornado, earthquake, other act of God, war, civil disturbance, terrorist attack, revolt, insurrection, sabotage, commercial embargo, epidemic, fire, explosion, or action of a Governmental Authority that was not requested, promoted or caused by the affected Party.

“GC Warranty Period” has the meaning set forth in Section 5.5.

“General Contractor” is the general contractor engaged by Developer to construct the Project. Final determination of general contractor shall be the decision of Developer.

“GMP Documents” has the meaning set forth in Section 5.3.12.

“GMP Drawings and Specifications” are the set of partially or fully complete Construction Documents provided by Developer to General Contractor for General Contractor to develop the GMP as further described in Section 5.3.12.

“Governmental Approvals” are any and all Permits, filings, approvals, certificates, exceptions, variances, and authorizations of every kind (including zoning approvals or variances, environmental permits, building permits, conditional use permits and subdivision approvals) required from Governmental Authorities for the development and construction of the Project.

“Governmental Authorities” are Owner and any and all other federal, state, county and city governments, and quasi-governmental authorities, including all agencies and subdivisions thereof, having jurisdiction over all or any portion of the development, design and construction of the Project, or governmental authorities with whom Developer has entered into agreements for funding or other incentives.

“Guaranteed Maximum Price or GMP” means the guaranteed maximum price agreed to by the Developer and General Contractor in the Construction Contract.

“Hazardous Materials” mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any local, state, or federal law, rule, ordinance, by-laws, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), The Resource Conservation and Recovery Act (“RCRA”), The Toxic Substances Control Act (“TSCA”), The Clean Water Act (“CWA”), The Clean Air Act (“CAA”), and The Marine Protection Research and Sanctuaries Act (“MPRSA”), The Occupational Safety and Health Act (“OSHA”), The Superfund Amendments and Reauthorization Act of 1986 (“SARA”), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as “Environmental Laws”).

“League Rules” are the constitution, by-laws, rules, regulations, standards and recommendations of each of the NFL, FIFA, MLS and NCAA as they apply to the design, construction, security and operation of new venues that will (a) be the home venues of one of their respective franchises, in the case of the NFL, (b) host a Super Bowl, (c) be the home venue of an MLS team, (d) be the home venue of an NCAA football program, (e) host an NCAA Division 1 Basketball Final Four Championship and/or a NCAA Division 1 Football Championship, and (f) host a World Cup final soccer match, or similar international soccer event.

“MLS” has the meaning set forth in the Recitals.

“NCAA” has the meaning set forth in the Recitals.

“New Stadium” has the meaning set forth in the Recitals.

“**NFL**” has the meaning set forth in the Recitals.

“**Owner**” has the meaning set forth in the Preamble.

“**Owner Representative(s)**” is/are the representative(s) of Owner that, in frequent consultation with the Project Executive and/or Project Manager, shall represent the Owner’s interests with regard to the Owner’s approval and agreement authority and responsibilities set forth in this Agreement. The Owner’s Representative(s) shall be named by the Owner prior to commencement of Architectural Services. Notification of any change in the Owner’s Representative(s) shall be provided in advance, in writing, to Developer and Architect.

“**Parties**” has the meaning set forth in the introduction.

“**Permit**” means any valid waiver, certificate, approval, consent, license, exemption, variance, franchise, permit, authorization or similar order or authorization from any Governmental Authority required to be obtained or maintained in connection with the Project, the Site, the Services or the Work.

“**Person**” is an individual, corporation, partnership, limited liability company, trust, joint venture, sole proprietorship, estate, association or other unincorporated or incorporated enterprise, entity or organization of any kind whatsoever.

“**Phase**” means a designated portion of the Services (collectively or in groups the “Phases”).

“**Preliminary Services**” are the services to be performed by, or under the direction of, Architect pursuant to Section 4 of this Agreement.

“**Preliminary Services Fixed Fee**” has the meaning set forth in Section 8.1.1.

“**Project**” is the entire work of improvement described in Section 1 and Exhibit A.

“**Project Executive**” is the liaison between the Project Manager and Developer, and will see that the Owner is informed to the extent required by this Agreement. Developer designates Darden and Company, LLC as the Project Executive. Notification of a change in the Project Executive shall be provided in advance, in writing, to Architect and Owner. Bill Darden is the individual with authority to act on behalf of the Project Executive.

“**Project Manager**” is a representative of Developer that, in close consultation and coordination with the Project Executive, guides all aspects of the preconstruction, design, construction and commissioning of the New Stadium on behalf of Developer, including the solicitation, selection and engagement of the construction team and direction and management of the daily activities of the design team and construction team during the development and construction of the Project. Developer designates ICON Venue Group, LLC as the Project Manager. Notification of a change in the Project Manager shall be provided in advance, in writing, to Architect and Owner. Tim Romani and Charlie Thornton are the individuals with authority to act on behalf of Project Manager.

“Recovery Schedule” has the meaning set forth in Section 3.8.5.

“Reimbursable Expenses” are the costs and expenses specified in Section 9 of this Agreement which are incurred by Architect in connection with the performance of its Services under this Agreement.

“Related Infrastructure” has the meaning set forth in the Recitals.

“Samples” are physical examples, mock-ups or specimens intended to illustrate materials, equipment or workmanship and/or to establish standards by which the Work will be judged, submitted by General Contractor or any Separate Prime Contractor to Architect for its review and approval.

“Scheduling Consultant” is the third party scheduling consultant hired by Developer to assist in the development of the Construction Schedule (as updated from time to time) and monitor the progress of the Services and the Work.

“Schematic Design Documents” are schematic design documents of the Project illustrating, among other things, the scale and relationship of the Project components which also contain square footage for the building interior spaces, building exterior spaces (including plazas, balconies, decks and other similar components), as well as major architectural and interior finishes as further described in Section 5.1.5.

“Separate Prime Contractor” is any contractor, materialman or other Person under contract with Developer with respect to the construction of the Work, but not under contract with General Contractor. Neither the General Contractor, Architect, nor Developer’s Consultants are Separate Prime Contractors.

“Services” means those services to be performed by Architect pursuant to this Agreement and as further described in Recital C, Section 3.3 and Exhibits A and G.

“Shop Drawings and Product Data” means any and all drawings, diagrams, layouts, setting plans, explanations, catalog references, illustrations, schedules, performance charts, brochures and/or other data which illustrate any portion of the Work, submitted by General Contractor or any Separate Prime Contractor to Architect for its review and approval.

“Site” has a meaning set forth in the Recitals.

“Standard of Care” is the standard of professional care, technical knowledge, skill, diligence, effort and quality contemporaneously prevailing among nationally recognized architectural and engineering firms of a high quality that contemporaneously or within the past five (5) years have been engaged in the planning, design, engineering and construction administration of large scale and complex projects of similar scope, function, size, quality, complexity and detail, including especially major league professional sports venues (particularly those in which NFL franchise teams play) similar to the Project throughout the United States.

“Subconsultant” means any Person who has a direct or indirect contract with Architect or another Subconsultant to perform a portion of the Services.

“Subcontractor” is any contractor, subcontractor, supplier, materialman or other Person under contract with any Contractor with respect to the Work.

“Substantial Completion” is the point in time when all of the following conditions shall have been satisfied:

(i) all of the requirements of the Contract Documents, the Construction Contract, contracts between any Separate Prime Contractor and Developer with respect to the Project, Change Orders, and any amendments made to such documents, have been satisfied with respect to Substantial Completion of the Project;

(ii) a permanent or temporary certificate of occupancy for all of the Project (or separable units or phases as described in the Contract Documents) shall have been issued by the appropriate Governmental Authority permitting the Project to be occupied and put into service for its intended and unrestricted use;

(iii) Architect and the General Contractor shall have certified to Developer and Owner, in writing, that all of the Work (and the Separate Prime Contractors as to their portions of the Work, if any) has been completed in accordance with the Contract Documents and all Applicable Laws, except for insubstantial work of a punch-list nature which is not yet completed but which can be completed thereafter without substantial or material interference with the occupancy or utilization of space in the Project by the occupants thereof; and

(iv) Developer and Owner have accepted, in writing, the certifications noted in (iii) above.

Architect’s aforementioned certification, if required by the Construction Lender, shall be in form and substance acceptable to the Construction Lender. Architect’s aforementioned certifications to Developer and Owner shall be in form and substance acceptable to Developer and Owner.

“Taxes” means any and all taxes, assessments, levies, duties, fees, charges and withholdings of any kind or nature whatsoever and howsoever described, including gross receipts, franchise, sales, use, value-added, property, excise, capital, stamp, transfer, employment, occupation, generation, privilege, utility, regulatory, energy, consumption, lease, filing, recording and activity taxes, levies, duties, fees, charges, imposts and withholding, together with any and all penalties, interest and additions thereto.

“Time Schedule” means the schedule for completion by Architect of the various phases of the Preliminary Services and the Basic Services as more particularly described in Exhibit D, as the same may be modified by Developer and Architect pursuant to this Agreement.

“Value Engineering” is a process engaged in by Architect whereby Architect (i) conducts meetings with its Subconsultants, Developer, Developer Representatives, Owner Representatives, Scheduling Consultant, General Contractor and its Subcontractors and any other Persons designated by Developer to receive input and discuss appropriate changes (which may include changes in the selection and design of details, materials, finishes, building systems and equipment of the Project) to reduce the Estimated Construction Cost (or, if applicable, the GMP)

and (ii) implements the changes, if any, that have been approved by Developer in writing in accordance with the requirements of this Agreement.

“Work” is the employment, installation and/or furnishing of any part or all of the necessary labor, materials, equipment, supervision and services, required for the construction and completion of all aspects of the Project (and/or any portion thereof) which are required or described specifically under the Contract Documents.

“Work Product” has the meaning set forth in Section 10.1.

SECTION 3 GENERAL PROVISIONS REGARDING ARCHITECT’S RESPONSIBILITIES

3.1 Representations of Architect. As a material inducement to Developer and Owner upon which Developer and Owner are relying in entering into this Agreement with Architect, Architect represents to Developer and Owner that:

3.1.1 Financial Condition. Architect is financially solvent and possesses sufficient experience, insurance coverage, licenses, authority, personnel and working capital to complete the Services required under this Agreement on a timely basis.

3.1.2 Familiarity with Site. Architect has visited the Site and thoroughly familiarized itself with the local conditions under which the Services required under this Agreement are to be performed and Architect shall correlate its observations of same with all of the requirements of this Agreement and of the Contract Documents.

3.1.3 Experience in Sports Facility Design. Architect and its Subconsultants are experienced in the design, engineering and administration of construction of first class NFL, FIFA and NCAA sports complexes similar to the Project. Architect acknowledges that Developer and Owner are entering into this Agreement with Architect in reliance on (a) Architect’s abilities with respect to design and construction administration of sports complexes similar to the Project, including its familiarity with the League Rules, Americans with Disabilities Act issues, sight line requirements and requirements for television camera locations, (b) Architect’s ability to complete its Services under this Agreement on the Time Schedule, and (c) Architect’s knowledge and experience with the costs of construction of sports complex projects. Neither Architect nor any of its Subconsultants presently has any other commissions or projects which are a conflict of interest or are likely to interfere with their ability to complete their respective obligations under this Agreement on the Time Schedule.

3.2 Status of Architect. The relationship of Architect to Developer and Owner shall be that of an independent contractor. Any provisions of this Agreement which may appear to give Developer the right to direct or control Architect as to details of performing the Services, or to exercise any measure of control over the Services, shall be deemed to mean that Architect shall follow the desires of Developer in the results of the Services only and not in the means by which the Services are to be accomplished, and Architect shall have the complete right, obligation and authoritative control over the Services as to the manner, means or details as to how to perform the Services. Nothing herein shall be interpreted to create a master-servant or principal-agent relationship between Architect, or any of its Subconsultants and Developer or

Owner. Nevertheless, Architect shall strictly comply with all provisions, terms and conditions of this Agreement, and the fact that Architect is an independent contractor does not relieve it from its responsibility to fully, completely and timely perform the Services in strict compliance with this Agreement.

3.3 The Services Generally. Except for the services to be provided by Developer's Consultants as specifically described in Exhibit E, if any, Architect shall have overall responsibility for the design of all elements of the Project in accordance with all Applicable Laws, the League Rules and the requirements of Developer and Owner, including the requirements of Exhibit G, and all technical services necessary or required in connection with the design of the Project. Architect shall be responsible for all Services provided under this Agreement whether such Services are provided directly by Architect or by any of its Subconsultants. With respect to the services of Developer's Consultants, Architect shall as part of its overall responsibility for design of the Project provide coordination with and integrate Developer's Consultants in order to integrate the services of Developer's Consultants with the design, Work Product and Services of Architect and its Subconsultants to complete the overall design of the Project and other Services of Architect and its Subconsultants in accordance with the Time Schedule and standards required by this Agreement.

3.4 Standard of Care for Architect and its Subconsultants. The Services provided by Architect pursuant to this Agreement shall be performed in accordance with the Standard of Care. Architect shall at all times use its best effort, skill, judgment and abilities in accordance with the Standard of Care to further the interests of Developer and Owner in accordance with its requirements and procedures. By contract and in its review and approval of their services, Architect shall impose upon and require of its Subconsultants and their services the same obligations required of Architect under this Agreement.

3.5 Conflicts of Interest. Without limiting in any way Architect's other responsibilities to Developer and Owner, Architect agrees that it shall not accept, or permit any Subconsultant to accept, any trade discounts or undertake any activity or employment, have any significant financial or other interest or accept any contribution, if it could reasonably appear that such activity, employment, interest or contribution could compromise the professional judgment of Architect or its Subconsultants or prevent Architect or its Subconsultants from serving the best interests of Developer and Owner.

3.6 Certifications and Licenses. During the term of this Agreement, Architect shall maintain in full force and effect and cause its personnel working on the Project, and its Subconsultants and all their respective personnel working on the Project, to maintain in full force and effect all necessary professional certifications and licenses in the State of Georgia and as may be otherwise required for the Project.

3.7 Compliance with Applicable Laws, League Rules, Applicable Codes and Standards and Utility Requirements. Architect shall perform the Services in accordance with Applicable Law, League Rules, Applicable Codes and Standards and the requirements of public utilities serving the Project.

3.8 Time Schedule; Time of the Essence.

3.8.1 Time is of the essence for the performance of the Services under this Agreement. Architect shall perform its responsibilities, shall provide the Services required by this Agreement, and shall deliver all required drawings, specifications, reports, studies, and other documents required for the Services no later than the dates set forth for completion in the Time Schedule, and in such a manner as to cause no delay in the construction or completion of the Project.

3.8.2 It is hereby acknowledged that the Project is urgently needed by Developer and Owner and that Developer and Owner would suffer substantial damages if the Services are not performed in accordance with the Time Schedule, or if the Project is not completed in a timely manner and in accordance with the times specified in the Contract Documents, including increased costs of construction, increased expenses, costs associated with acceleration of the Work or portions thereof in connection with the Project, lost revenues and lost profits.

3.8.3 Force Majeure and Developer-Caused Delay. If the commencement, prosecution or completion of Services is delayed by Force Majeure or by Developer, then Architect shall be entitled to an extension of time for the completion of those Services listed in the Time Schedule and affected by such delay if such delay causes Architect to complete such affected Services beyond the required time set forth in the Time Schedule for such affected Services, but only if (i) Architect is unable to proceed with other portions of the Services so as not to cause a delay in completing the affected Services by the required time set forth in the Time Schedule, (ii) such delay is not in any way attributable to Architect or any of its Subconsultants, and (iii) Architect complies with the notice requirements in Section 6.2. The Parties agree that Architect's sole remedy for such delay shall be an adjustment to the Time Schedule for such affected Services for such time as the Developer may determine, and such adjustment shall be recorded in an Architect Additional Service Request.

3.8.4 Acceleration. Even if the Services are in compliance with the Time Schedule, Developer may, at any time, direct Architect by an Architect Unilateral Hourly Service Directive to accelerate the Services and perform additional shifts or overtime and provide additional labor. In this event, Developer's sole liability to Architect shall be to pay any shift differential, premium or overtime payments to architects, engineers, draftsmen and other employees performing Services actually incurred over and above Architect's normal rates. Any additional expenses for Developer's acceleration of the Services shall be by an Architect Additional Service Request.

3.8.5 Recovery. If, at any time during the performance of the Services, (i) should the Services be delayed such that completion of the Services will occur ten (10) or more days after the completion date specified in the Time Schedule and (ii) Architect or any of its Subconsultants are in Developer's reasonable judgment responsible for such delay, Developer may, in addition to any other remedies that it may have under this Agreement, require that Architect prepare, at Architect's cost, a schedule to explain and display how it intends to regain compliance with the dates set forth in the Time Schedule ("**Recovery Schedule**"). After the written notification by Developer of the requirement for a Recovery Schedule, Architect shall:

- 3.8.5.1** Prepare the Recovery Schedule and submit it to Developer and Scheduling Consultant for their review within five (5) days of such written notification. The Recovery Schedule shall represent Architect's best judgment as to how it shall regain compliance with the dates set forth in the Time Schedule.
- 3.8.5.2** Participate in a conference with Developer and with any other Person, including Subconsultants, whom Developer designates to participate, to review and evaluate the Recovery Schedule. Any revisions to the Recovery Schedule as a result of this review shall be resubmitted for review by Developer.
- 3.8.5.3** Perform the Services in accordance with the Recovery Schedule. In preparing and executing the Recovery Schedule, Architect shall take all steps necessary to regain compliance with the dates set forth in the Time Schedule, including establishing additional shifts, hiring additional manpower, paying or authorizing overtime, providing additional computer equipment and re-sequencing activities, and all additional costs resulting therefrom shall be borne by Architect.

Developer's requirement, review and approval of the Recovery Schedule shall not relieve Architect of any obligations for the performance of the Services, change any dates in the Time Schedule, or be construed to establish the reasonableness of the Recovery Schedule.

3.9 Key Persons; Staffing by Architect.

3.9.1 Project Team. Architect shall utilize (i) for so long as such individuals shall be associated with Architect and are physically and mentally capable of carrying out their responsibilities for the Project and (ii) as necessary to ensure that the Time Schedule and the Construction Schedule are met the following Project team members until the Project is completed:

William (Bill) Johnson , as the Principal in Charge,
Kent McLaughlin , as the Architect Project Manager,
Gregory Green / Gus Drosos , as the Project Architects,
William (Bill) Johnson / George Heinlein , as the Project Designers, and
Gus Drosos , as the Construction Administration Representative.

Architect cannot remove any such Project team members without Developer's written approval, except as set forth herein. Developer may at any time, with or without cause, require Architect to remove or substitute another qualified and experienced Person approved by Developer in writing for any member of the Architect's Project team. If any of the members of the Architect's Project team cease to be associated with Architect or become physically or mentally unable to perform their duties with respect to the Project, Architect shall replace them immediately with a Person having at least the same levels of experience with sports venue design and construction, subject to the written approval of Developer. Developer and Owner shall not be liable to pay or reimburse Architect for any cost or added financial burden resulting from the removal or replacement of any member of the Architect's Project team for any reason. Notwithstanding anything to the contrary in this Agreement, Architect shall cause each of the members of Architect's Project team to treat the Project as his or her highest priority work and

devote as much of his or her working time to the Project as shall be required to complete the Services under this Agreement in accordance with the Time Schedule. In addition, if based upon the requirements of this Agreement and the Project, more than one Person is required to perform the duties required by any member of Architect's Project team, then Architect shall, in each case, provide the number of fully qualified Persons required at no additional cost to Developer and Owner.

3.9.2 Project Teams of Subconsultants. Architect shall cause each of its Subconsultants to designate a Project team satisfactory to Architect and Developer for the performance of its services on the Project and to agree to utilize (for so long as such individuals shall be associated with such Subconsultant and are physically and mentally capable of carrying out their responsibilities for the Project) the same Project team throughout until its services on the Project is completed. Developer may request that Architect require any Subconsultant to remove and substitute another qualified and experienced individual for any member of such Subconsultant's Project team with or without cause, and Architect shall promptly implement Developer request with the particular Subconsultant involved. Developer and Owner shall not be liable to pay or reimburse either Architect or Subconsultant for any cost or added financial burden resulting from the removal or replacement of any member of a Project team of a Subconsultant.

3.10 Separate Permit Packages and Phased Occupancy.

3.10.1 Separate Permit Packages. As part of Basic Services, at the request of Developer, Architect agrees to prepare and process separate Permit packages for the various elements of the construction of the Project described on the Time Schedule, and separate bidding or negotiation information and forms for such elements of the Project, as and when required based upon the Time Schedule. As a result of the foregoing, though the services to be performed by Architect as part of Basic Services are enumerated according to certain phases of the Project, Architect shall not be relieved of its obligation to provide any specified service solely by reason of the fact that the Project or any element of it has progressed to a succeeding phase, and different elements of the Project may have to be worked on and completed before others.

3.10.2 Phased Occupancy. Also as part of Basic Services, Architect shall incorporate into its planning that various areas in the New Stadium will need to be ready for early occupancy, such as administrative and tenant offices, concession premises, loading dock, engineering offices and shops, box offices and ticket lobbies, which will also require early permitting.

3.11 Subconsultants.

3.11.1 In General. Architect shall engage the Subconsultants as set forth on Exhibit B, if any, or as otherwise identified by Architect and acceptable to Developer, pursuant to contracts between Architect and its Subconsultants that comply with this Section. Prior to the execution of this Agreement, the Owner and Developer have approved only those Subconsultants listed on Exhibit B. As soon as practicable after execution of this Agreement, the Architect shall use the process set forth in Section 3.11.4 below to engage additional

Subconsultants to provide the Services for the Project. Architect shall be fully responsible to Developer for the services of its Subconsultants. Among other things, Architect shall have the same responsibility to Developer for the services of its Subconsultants as Architect would have if such Subconsultants were performing their services on the Project as employees of Architect. Architect shall require each Subconsultant, to the extent of the Services to be performed by the Subconsultant, to be bound to and to assume toward Architect all the obligations and responsibilities which Architect, by this Agreement, assumes toward Developer.

3.11.2 In addition to the requirements in Section 3.11.1 and without in any way relieving Architect of its full responsibility to Developer and Owner for the acts and omissions of its Subconsultants, each such contract shall contain the following provisions:

- 3.11.2.1** The contracts with Subconsultants shall provide for assignability of the contracts to Developer at Developer's election upon termination of this Agreement for any reason, or to the Construction Lender, without any compensation therefor;
- 3.11.2.2** The Subconsultant shall agree to a schedule for completion of its services or elements thereof as necessary to enable Architect to complete its services under this Agreement in accordance with the Time Schedule;
- 3.11.2.3** The contract with each Subconsultant shall contain provisions similar to Section 3.9.1 of this Agreement with respect to the Project team of Subconsultant, including the designation of particular members of the team from the staff of Subconsultant, as required by Developer, Owner, or Architect, and rights of replacement and substitution of Project team members;
- 3.11.2.4** The contract with each Subconsultant shall require it to provide and maintain insurance policies in accordance with Section 11, or such types and amounts of coverage normally maintained by similar sized firms in its profession, if previously approved by Developer in writing, such approval not to be unreasonably withheld, conditioned or delayed. Except as otherwise provided above, such insurance shall meet the requirements for insurance applicable to Architect under Section 11 of this Agreement, including the requirements with respect to limitation of liability and naming of additional insureds;
- 3.11.2.5** Each contract with a Subconsultant shall contain an indemnification of the Developer/Owner Indemnified Parties with respect to any negligent act, error or omission of the Subconsultant substantially the same as the indemnification of the Developer/Owner Indemnified Parties by Architect contained in Section 12 of this Agreement;
- 3.11.2.6** Developer shall be entitled to require Architect to immediately terminate any contract with any Subconsultant that persists in any conduct which is prejudicial to safety, health or the protection of the environment, or fails to perform the Services in accordance with the safety and health rules and standards of Applicable Law. Architect agrees that it shall have no right, and hereby waives any such right, to claim

any increase to the Fixed Fees or an adjustment to the Time Schedule arising out of or due to any such termination;

3.11.2.7 Developer and Owner shall be named as a third party beneficiary in each of Architect's contracts with its Subconsultants;

3.11.2.8 The Subconsultants shall be required to comply with the requirements of Section 8 of this Agreement with respect to procedures for payment, including delivery of mechanic's lien releases;

3.11.2.9 Each contract with a Subconsultant shall contain the following provision:

“This contract exists only between [Architect] and [Subconsultant] and all payments due hereunder shall solely be the responsibility of [Architect], it being expressly understood and agreed that neither Developer, Owner, nor any other applicable Governmental Authority or Construction Lender designated by Developer as providing funding or support for the New Stadium is a party hereto and neither has any contractual obligation of any type to [Subconsultant].”

After obtaining Developer's written approval as contemplated by Section 3.11.3 below, Architect shall promptly submit to Developer copies of the fully executed contracts with any and all Subconsultants and all amendments thereto.

3.11.3 Contracts with Subconsultants. Architect shall submit the contracts with its Subconsultants (and any successive amendments thereto) to Developer after the execution thereof. These submittals shall not create any liability of Developer to Architect or any Subconsultants with respect to such contracts, relieve Architect of or otherwise diminish or affect any obligation of Architect under this Agreement or relieve Architect of or diminish or otherwise affect the responsibility of Architect to Developer for the services of its Subconsultants. Architect shall be fully responsible for (and notwithstanding its review of any contract between Architect and any Subconsultant, Developer shall not have any responsibility or liability for) reviewing the terms and conditions of its contracts with its Subconsultants to protect Architect's interests thereunder, assure their consistency with the requirements of, and Architect's obligations under, this Agreement, the adequacy of the scope of the services of the Subconsultant and all other technical aspects of the contract or the services of the Subconsultant, and for such other purposes as Architect shall deem necessary or appropriate.

3.11.4 Other Consultants of Architect. In the event that Architect is considering the selection of any Subconsultant not listed on Exhibit B, Architect shall (i) notify Developer of its proposed Subconsultant as soon as possible during the selection process and furnish to Developer all information reasonably requested by Developer with respect to Architect's selection criteria (including the proposed contract with each Subconsultant, copies of bid packages furnished to prospective Subconsultants and the qualifications and responding bids of the proposed Subconsultants), and (ii) notify Developer no less than ten (10) days prior to the execution of a contract with a Subconsultant not listed on Exhibit B. Developer shall have the

discretion to reject any proposed Subconsultant not listed on Exhibit B. Architect shall not enter into any contract with a proposed Subconsultant that is rejected by Developer in accordance with the preceding sentence. Developer shall undertake in good faith to review the information provided by Architect pursuant to this Section expeditiously and shall notify Architect of its decision to accept or reject a proposed Subconsultant as soon as practicable after such decision is made. Failure of Developer to accept a proposed Subconsultant within ten (10) Days shall be deemed to be a rejection of such Subconsultant.

3.11.5 Termination of Subconsultants. Architect shall not terminate its contract with any of the Subconsultants without cause unless Architect obtains the prior written approval of Developer of such termination, and whether such termination occurs with or without cause, Architect shall also obtain Developer's written approval of the replacement Subconsultant. If required by Developer, Architect shall terminate any of its Subconsultants designated by Developer and replace such firm with a new Subconsultant proposed by Architect and approved by Developer in writing. If Developer requires the replacement of any Subconsultant without cause (among other things, failure of the existing Subconsultant to perform in accordance with its contract shall be good cause for requiring termination), and the reasonable compensation of the replacement Subconsultant for the remaining Services to be performed under the contract in its specialty exceeds the remaining amount owing under the contract with the replaced Subconsultant, Architect shall be entitled to an Architect Additional Service Request for such additional costs. Additionally, if Developer requires the replacement of any Subconsultant without cause, (a) Developer shall compensate Architect for all reasonable costs of finding and contracting with the replacement Subconsultant, informing the replacement Subconsultant of the status of the services and any other necessary background necessary for it to perform its Services properly, additional costs due to any delay caused by the process of termination and replacement of the Subconsultants and orientation of the replacement; and (b) the Time Schedule shall be adjusted in accordance with Section 6 for any such delay caused thereby. If Developer requires the replacement of any Subconsultant for cause, Developer shall not be required to compensate Architect for any amounts paid to the replacement Subconsultant or for costs described in clause (a) of the preceding sentence and Architect shall be required to take any of the actions described and allowed in Section 3.8.2 to ensure that any delay caused by the replacement of a Subconsultant does not cause a delay under the Time Schedule. Architect shall be required to enter into a contract with any replacement Subconsultant approved by Developer in writing in accordance with this Section 3.11 and otherwise satisfying the requirements of Section 3.11.1.

3.12 Architect's Representative. Architect designates its Principal in Charge as Architect's authorized representative to represent and act for Architect in connection with this Agreement and the Project. All written communications given to the authorized representative by Developer shall be deemed given to and binding on Architect. Architect may from time to time replace Architect's authorized representative or alternative representative with another individual acceptable to Developer in writing or name up to two (2) additional authorized representatives acceptable to Developer in writing, each of which acting alone shall have authority to represent and act for Architect and receive communications from Developer on behalf of Architect.

3.13 Coordination by Architect with Others Involved in the Project. As part of Basic Services, Architect shall coordinate its Services on the Project with Developer's Consultants and Owner Representatives, the General Contractor, any Separate Prime Contractors and any NFL, FIFA and NCAA team organizations and other sports governing bodies or organizations as designated by the Developer from time to time and consult with them as necessary for the performance of Architect's obligations under this Agreement. Architect's duty to coordinate shall include the review and, where appropriate consistent with industry standards, integration and incorporation of all documents, including drawings, specifications and other information, received from the Developer and Owner and any Developer's Consultants, General Contractor, Separate Prime Contractors or others into the Construction Documents.

3.14 Other Work of Architect. So long as this Agreement remains in effect, Architect shall not agree to perform services on any other projects, if such services would constitute a conflict of interest or be reasonably likely to interfere with Architect's ability to perform all of its Services for the Project under this Agreement in accordance with the Time Schedule.

3.15 Record Keeping by Architect and Subconsultants. Architect shall cause books and records respecting Architect's personnel working on the Project, including time records, Subconsultant's fees on the basis billed to Architect and Reimbursable Expenses to be maintained in accordance with generally accepted accounting principles. Architect shall make available its books and records relating to such Services on the Project to Developer, Owner and their respective authorized representatives at Architect's office located in Kansas City, Missouri for inspection and copying at all reasonable times during the term of this Agreement and for a period of six (6) years after the date of Final Completion of the Project. Architect shall require each Subconsultant to keep books and records relating to its Services on the Project in accordance with this Section 3.15 and to make such books and records available at its offices for inspection and copying by Architect, Developer, Owner and their respective authorized representatives during the term of this Agreement and for a period of six (6) years after Final Completion of the Project or such longer time period as the applicable Governmental Authority may require.

3.16 Equal Employment Opportunity; Nondiscrimination.

3.16.1 Equal Employment Opportunity. Developer and Owner are committed to equal opportunity in employment and in the awarding of contracts for goods and services. It is the policy of Developer and Owner to seek and employ the best-qualified individuals for all job opportunities. Developer and Owner prohibit unlawful discrimination against any employee or applicant for employment on the basis of race, color, national origin, ancestry, sex, sexual orientation, age, religion, physical or mental disability, medical condition, veteran status, marital status, or any other characteristic protected under federal or state law. This policy applies to all areas of employment, including hiring, awarding contracts, training, promotion, demotion, transfer, layoff, termination, and compensation. Architect and its Subconsultants are required to abide by the affirmative action requirements imposed upon Developer and Owner pursuant to Applicable Law, including as a result of the construction of the Project being financed in whole or in part with public funds or owned by any public entity, or

any agreement Developer or Owner may have with any public entity or any public financing authority.

3.16.2 Policy Statement and EEO Plan. Architect shall have a written policy statement to inform all employees, job applicants, service recipients and applicants for services of the organization's commitment to ensuring equal opportunity. Architect shall have an Equal Employment Opportunity (EEO) Plan, approved by Developer and Owner and consistent with the equal business opportunity plan adopted by Developer,, designed to ensure equal opportunity in hiring and employment and to advance the development of disadvantaged business enterprises ("DBE") to the extent consistent with competition and with the objective of obtaining the highest quality performance of the work required by qualified firms. For purposes of the EEO Plan, DBEs are defined as for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations, and are businesses that are certified as such by the State of Georgia or by the Federal DBE Program. Other individuals and small businesses may also qualify as socially and economically disadvantaged to the extent certified by the State of Georgia or Federal DBE Program. The EEO Plan will include:

- (i) utilization of the City of Atlanta's DBE database and other available sources to identify qualified DBEs for participation in the NSP;
- (ii) processes for outreach efforts, invitations to bid or solicitations to quote directed to DBEs, and procedures to ensure that complete information is provided to DBEs and that inquiries, reviews and requests for information are handled promptly and thoroughly;
- (iii) implementation of a quarterly reporting system for monitoring performance in accordance with the requirements described above;
- (iv) exclusion of parties who fail or refuse to comply with the EEO Plan from further participation in the NSP; and
- (v) commercially reasonable best efforts to cause third party vendors to implement similar EEO plans and providing outreach and resource information and assistance to facilitate such implementation.

3.16.3 DBE/MBE/WBE Participation. Developer and Owner desire that the activities and services supporting the design, construction, and operation of the NSP will be performed in a manner that will advance the development of DBEs in the City of Atlanta, Fulton County, Georgia and the State of Georgia to the extent consistent with competition and with the objective of obtaining the highest quality performance of the work required. Architect shall meet the minority business enterprise ("MBE") and women's business enterprise ("WBE") participation goals as required by Applicable Law and shall take efforts to contribute to Developer's ability to satisfy DBE participation targets agreed to by Developer.

3.17 Correction of Errors, Inconsistencies and Deficiencies.

3.17.1 Architect shall perform the Services and all Services (and all tangible manifestations thereof, including the Construction Documents and GMP Drawings and Specifications) shall be (a) in accordance with the Standard of Care; (b) in accordance with Applicable Law and Applicable Codes and Standards; (c) performed in accordance with all requirements of this Agreement; and (d) free from errors, inconsistencies and deficiencies (as determined in accordance with the Standard of Care). Any Services or portion thereof not in conformity with any of the above requirements is defective (“**Defective**”) and contains a defect (“**Defect**”).

3.17.2 Architect shall immediately correct, at no cost to Developer and Owner, any Defect in any plans, specifications or other Construction Documents, including any drawings, designs, specifications or instructions furnished by or through Architect, as soon as Architect becomes aware of such Defect or is notified of such Defect. Should Architect refuse or neglect to remedy any such errors, inconsistencies or deficiencies promptly after receiving notice from Developer requesting such remedial services, then Developer may remedy such defective Services at the expense of Architect. Architect is responsible to Developer and Owner for all Damages incurred by Developer and Owner arising out of resulting from such Defect. The commitment by Architect in this paragraph is in addition to, and not in substitution for, any other remedy for Defective Services which Developer or Owner may have at law or in equity.

3.18 Computer-Aided Drafting and Design and Building Information Modeling. Any necessary or appropriate computer-aided design and drafting (“**CADD**”) and building information modeling services, based on the version requested by Developer, and any other computer time necessary for the performance of the Preliminary Services or the Basic Services of Architect and its Subconsultants shall be provided as part of Preliminary Services or Basic Services, as the case may be, and Architect shall not be entitled to any compensation on account of such services and computer time in addition to the applicable Fixed Fees, whether as an Additional Service or Reimbursable Expense.

3.19 Submittals. For all submittals required herein, in addition to the requested hard copies, Architect shall, if requested by Developer, provide electronic copies of all submittals in their native format and portable document format (PDF) on a CD or DVD, as applicable.

3.20 Compliance with Employment Laws. In performing its Services under this Agreement, Architect shall, and shall cause its Subconsultants to, comply with all applicable federal, state and local employment and wage laws.

SECTION 4 PRELIMINARY SERVICES

Architect shall perform the services described in Section 4.1 below as Preliminary Services. Architect shall perform the services described in Sections 5 through 5.5 as Basic Services, including all required architectural, structural, mechanical and electrical engineering services and services of its Subconsultants necessary to perform such Basic Services in accordance with this Agreement:

4.1 Preliminary Services Phase. Upon receipt of a written notice to proceed from Developer, in collaboration with Developer, Owner and any other entities designated by Developer, and based upon the Fixed Limit Construction Cost budget, Architect shall provide the following Preliminary Services, which shall also include the Basic Services set forth in Schedule G-3 to the extent applicable to the Preliminary Services:

4.1.1 Review the basic program attached hereto as Schedule G-2 and work with Developer and Owner and any applicable Governmental Authority designated by Developer and Owner on defining the design and operational objectives for the Project, including defining the range and types of events to be held at the Project, the Project scope and the Project organization in order to develop and deliver, for the written approval of the Developer, the Architectural Program to include the following:

- 4.1.1.1** List and qualitative description of required spaces, including activities, accommodations and general level of finish;
- 4.1.1.2** Specific room definitions and specific sizes, in matrix form;
- 4.1.1.3** Equipment and furnishing needs;
- 4.1.1.4** Functional diagrams and adjacencies;
- 4.1.1.5** Space Summary; and
- 4.1.1.6** Written report of conclusions reached during programming, including revenue generating opportunities, POS ratios and expansion possibilities.

4.1.2 Development and delivery of Conceptual Design Documents illustrating the site plan, configuration, scale and relationship of the Project components, including the following:

- 4.1.2.1** A Site analysis and conceptual Site plan for the Project;
- 4.1.2.2** A configuration for the Project, including requirements for seating, concourses, suites, club seats, other premium spaces, offices, retail space, practice facilities, meeting spaces and restaurants, concessions, food court areas, parking and facility operations;
- 4.1.2.3** Initial retractable roof concepts;
- 4.1.2.4** The key requirements of Applicable Laws and the League Rules with respect to the design and construction of the Project and the key requirements of Governmental Authorities and community groups having a special interest in the Project;
- 4.1.2.5** A proposed approval process for obtaining the Governmental Approvals for the Project;
- 4.1.2.6** Conceptual floor plans and massing studies for the Project; and

4.1.2.7 a massing model for the Project indicating how the Project would relate to adjacent properties.

4.1.3 As a condition to completing the Preliminary Services phase, documents prepared by Architect shall be the basis for an Estimated Construction Cost to be obtained by Developer from a cost consultant or General Contractor selected by the Developer with the requirement that said estimate shall confirm the Project to be at or below the Fixed Limit Construction Cost. Architect, as a Preliminary Service and without additional compensation or adjustment to the Time Schedule, shall conduct Value Engineering. All changes that are approved by Developer in writing shall be incorporated into the revised Conceptual Design Documents as expeditiously as possible in order to minimize delays and perform in accordance with the Time Schedule.

4.1.4 Perform such other services consistent with preliminary planning for the New Stadium in advance of a final determination by Developer and Owner as to the final Site and other matters deemed necessary or appropriate prior to notice to proceed on the Basic Services Phase.

4.1.5 Architect acknowledges that the Preliminary Services are not complete until Developer's and Owner's written acceptance thereof.

SECTION 5 BASIC SERVICES

Only upon receipt of a written notice to proceed from Developer and based upon the Fixed Limit Construction Cost budget, Architect shall proceed with the Basic Services described below, commencing with the Schematic Design Phase as described in Section 5.1. In addition, those Basic Services described in the attached Schedule G-3 are to be provided over all phases of the Basic Services, as appropriate.

5.1 Schematic Design Phase.

5.1.1 Based on the approved Architectural Program, Conceptual Design Documents, Fixed Limit Construction Cost budget, and other information developed by Architect in the Preliminary Services Phase and approved by Developer in writing, Architect shall prepare Schematic Design Documents consisting of drawings and other documents further developing and illustrating the design concept, scale and relationship of the Project components for written approval by Developer and Owner.

5.1.2 Architect shall assist and coordinate with Developer with respect to the award of contracts to Developer's Consultants as and when such assistance or coordination is requested by Developer.

5.1.3 Architect shall coordinate with Governmental Authorities with respect to Governmental Approvals, and with the NFL, NCAA, MLS and FIFA with respect to League Rules. Such coordination services shall include provision of any necessary design documents required thereby, subject to the prior written approval of Developer and Owner of any such documents.

5.1.4 The documents prepared by Architect for the final Schematic Design Phase submittal shall include drawings, specifications and a written report. The drawings shall be sufficient for Developer to obtain an Estimated Construction Cost from the General Contractor. The drawings shall include a proposed Site utilization study, schematic plans of all floor plan conditions and simplified elevations and sections indicating the fundamentals of the architectural concept. Further, the report shall include a discussion of pertinent design factors, and outline descriptions of proposed systems, materials and work to be included in the Construction Contract.

5.1.5 To be considered acceptable for final Schematic Design Phase submittal, the documents prepared by Architect and its Subconsultants shall contain, at a minimum:

5.1.5.1 Architectural

- Single-line drawings showing complete building layout, identifying the public areas, core areas (including offices, locker rooms, suites, club seats, lounge, premium club restaurant, other premium spaces, press facilities, concessions, restrooms and training rooms) and their relationships. Included will be pedestrian and vehicular circulation, back-of-house, servicing, and staging and marshaling requirements.
- Retractable roof studies to identify options
- Preliminary exterior wall cross sections and elevations indicating location and types of materials.
- Sight line sections for all seating shown and acceptable for a first class multipurpose sports and entertainment venue, with consideration of bowl reduction capabilities for smaller events.
- Floor plans for all levels, roof plan, seat count plans (by section and level) and suite plans. Identification of seating options and proposed use of multipurpose seating systems.
- Identification of roof system deck, membrane flashing and drainage technique and indicating overall combined heat transfer coefficient for roofing/ceiling composite and roof area.
- Initial identification of needed roof penetrations and typical detail.
- Identification of all proposed finishes (including all exterior surfaces, doors and windows).
- Site plan with building located with project plan limit lines and overall grading plan with a minimum of 5'-0" contour lines. All major site development, such as building entries, legally required

exits and fire department access, hardscape and paving, landscaping, any major mechanical or electrical equipment, access roads, typical intersection, paving, walls and outside support buildings and paved parking lots, shall be shown.

- Identification of all sponsor signage locations.
- Site plan showing existing utilities and capacity and proposed utilities and capacities, including vaults.
- Developed key relationships for mass transit, views, parking, massing, neighborhood buildings, and roads.
- Developed key interior design concepts.
- Short form specifications based on this design work.
- Gross and net area calculations separated to show conformance with the Architectural Program.
- Sketches and study models.
- Identification of television camera locations and spotlight locations.
- Identification of design features incorporated to comply with the Americans with Disabilities Act and regulations promulgated thereunder.
- Coordination of architectural plans with electrical and mechanical requirements.
- Vertical transportation requirements, including locations, quantities, number of floor stops and capacity requirements.
- Preliminary window cleaning design options.

5.1.5.2 Structural

- Structural system layout with bay sizes, overall dimensions and floor elevations (including floor to floor heights as net dimensions). Identification of structural system options (precast, structural steel, structural long span roof design concept, etc.).
- Column spacing for all columns.
- Preliminary foundation design options.

- Preliminary catwalk, fall arrest and rigging load and design for all configurations.
- Waterproofing requirements.

5.1.5.3 Mechanical and Plumbing

- Block heating, ventilating and cooling loads calculations including skin versus internal loads.
- Minimum of two (2) alternative heating, ventilation and air conditioning (HVAC) systems that appear compatible with load conditions for subsequent life-cycle costing.
- Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- Location of all major equipment in allocated spaces, and anticipated electrical loads.
- Preliminary plumbing plans, including fire protection requirements, distributed beverage system requirements, etc.
- Preliminary description of any specialty units.

5.1.5.4 Electrical

- Lighting analysis, including footcandle requirements, fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used, and description of venue's lighting control system.
- Major electrical equipment roughly scheduled indicating size and capacity.
- Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and emergency generator.
- Preliminary identification of electrical outlets by location and density.

5.1.5.5 Acoustical

- Preliminary analysis of acoustic quality for concerts and other events for other consultants to consider in their design efforts.
- Legend showing all symbols used on the drawings

5.1.5.6 Special Systems

- Identification of special system requirements for telephone, data, distributed television system, broadcast television systems, POS, CCTV, security systems, fire alarm, etc.

5.1.5.7 Preliminary Life Safety and Code Report

- Provide preliminary life safety narrative, including initial exit analysis, life safety narrative, code modification analysis and identification for review with local authorities.

5.1.5.8 Building Information Modeling (“BIM”)

- Take any and appropriate actions during the Schematic Design Phase so as to enable Architect to provide the BIM services required during all subsequent design phases.

5.1.6 Architect shall provide any materials for presentations to any applicable Governmental Authority or other entity as designated by Developer of the Schematic Design Documents, as requested by the Developer and/or Owner. The materials for presentations shall be in the form of photographic slides, renderings, drawings, outline specifications, and other documents in sufficient detail necessary to illustrate conformance with the design vocabulary and the scale relationship of the project components including exterior design, functional relationships of all interior areas, the relationship of the Project to the Site and other buildings, materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized and the magnitude of the cost of each portion of the Work. Detailed finished models may be submitted in lieu of colored renderings as Basic Services. Architect shall furnish ten (10) sets of schematic design prints, outline specifications and room summary schedule at no additional expense to Developer.

5.1.7 As a condition to completing the Schematic Design phase, documents prepared by Architect shall be the basis for the Estimated Construction Cost from a General Contractor selected by the Developer with the requirement that said estimate shall confirm the Project to be at or below the Fixed Limit Construction Cost. If at any time Architect believes that the Estimated Construction Cost will exceed the Fixed Limit Construction Cost, Architect shall notify Developer promptly thereof in writing. In such event, Developer may require that Architect, as a Basic Service and without additional compensation or an adjustment to the Time Schedule, conduct Value Engineering. All changes that are approved by Developer in writing shall be incorporated by Architect into the revised Schematic Design documents as expeditiously as possible in order to minimize delays and perform in accordance with the Time Schedule.

5.1.8 Architect acknowledges that the Schematic Design Phase is not complete until Developer’s and Owner’s written acceptance thereof.

5.2 Design Development Phase.

5.2.1 Based on the approved final Schematic Design Phase submittal, Architect shall prepare, for further written approval by Developer, the Design Development Documents consisting of drawings, specifications and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and other essential systems, and, if requested by Developer pursuant to Section 5.3.12, a final Design Development Documents bid package for the Developer's use in obtaining a Guaranteed Maximum Price from the General Contractor by the end of the Design Development Phase for the use in development of an Agreement with the General Contractor. Upon Developer's and Owner's written approval of the final Design Development Documents submittal, the dimensions of the structural bays, floor elevations and exterior wall locations (building "footprint") of the Project may not be changed without Developer's written approval, and if such change materially affects the performance of Architect's Services, Architect shall be entitled to an Architect Additional Service Request unless the reason for such change is due to the fault of Architect or any of its Subconsultants.

5.2.2 The Design Development Documents shall include revised and updated versions of the Architectural Program and other descriptive documents, as appropriate, drawings, specifications and a written report and take into account the comments of Developer and General Contractor on the final Schematic Design Phase submittal. Drawings shall include dimensional site development plan, floor plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as drawings illustrating the fundamental components of major engineered systems, i.e., structural, mechanical and electrical.

5.2.3 The Design Development Documents shall consist, at a minimum, of coordination and finalization or further development, as appropriate, of all of the Schematic Design documents described in Section 5.1 in addition to the following:

5.2.3.1 Architectural and Civil

- Floor plans (full size and by quadrant, as appropriate) showing structural (column grid system) system, vertical transportation elements, core areas (as described in Section 5.1.5 above), vertical shafts (including trash chutes, if applicable), exiting requirements, floor elevations, toilet ratios and concession requirements.
- Further development of the retractable roof option selected by Developer.
- Bay sizes and overall dimensions, including interior wall ratings.
- Building sections showing final dimensional relationships, materials and component relationships and with sight lines reviewed and confirmed to be acceptable for a first class, multi-purpose state of the art sports and entertainment venue.

- Interior partitions located and identified for material type and fire rated values.
- Interior designs for the Project, including ADA details as appropriate.
- Finish schedule identifying substantially all finishes.
- Well-developed door and hardware schedule showing quantity plus type and quality levels, including security coordination.
- Casework identification and preliminary details.
- Complete civil engineering development of Site plan, including site clearing plans, if necessary, grading plans, drainage plans, preliminary hardscape and landscape plans, paving sections, existing and proposed utility connections, backfill around utilities, site lighting and wetlands abatement, if necessary.
- Preliminary development of details and large scale blow-ups, including handrails.
- Legend showing all symbols used on drawings.
- Outline specifications including any special materials, conditions or equipment.
- Reflected ceiling plans including key overhead items, ceiling grid and all lighting and devices in ceiling.
- Seating plans, by type of event and broken down by levels and sections with ADA seating and camera locations shown.
- Directional and wayfinding plans.
- Area summary.
- Study models.

5.2.3.2 Structural

- Floor and framing plans with structural members located and sized.
- Structural system description (with alternates as applicable and appropriate to local economic considerations), including with respect to vertical transportation issues, catwalk system design, spot light locations, fall arrest system design and rigging loads.

- Details of any special conditions, including descriptions of all conditions considered, including seismic conditions and weather conditions, such as snow, wind, etc.
- Outline specifications.
- Foundation drawings completed and ready for submission to Governmental Authorities with calculations in accordance with the Time Schedule.
- Slab openings and any required pits, with dimensions.
- Expansion joints located, sized and detailed.
- Structural roof plan completed and ready for submission to Governmental Authorities in accordance with the Time Schedule.

5.2.3.3 Mechanical and Plumbing

- Preliminary system selection, including detailed explanations of reasoning for selections of heating, cooling and plumbing systems.
- Special system selections such as those for retail spaces, including selection of the turf and event floor systems and supplemental systems, if in the program, for television studio and production facilities.
- Heating and cooling load calculations for each space and major duct or pipe runs sized and coordinated with structural plans.
- Major mechanical equipment schedule indicating size, make and model options, connected utility loads and capacity.
- Duct shafts and risers located, sized and shown on architectural plans.
- Plumbing plans and details, including riser diagrams.
- Plumbing fixture schedule.
- Pump schedule.
- Further definition of field turf and event floor system.
- Roof drainage system.
- CO2 beverage distribution system.
- Equipment rooms sized and located.

- Legend showing all symbols used on drawings.
- Outline specifications.
- Applicable codes identified.

5.2.3.4 Electrical

- All power consuming equipment and load characteristics.
- Total electric load.
- Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, lighting control systems, etc.) dimensional and drawn to scale into the space allocated.
- Outline specifications.
- Lighting, power and office automation devices and receptacles shown on plan.
- Light fixtures schedule, including consideration of façade and architectural lighting, event lighting, sports lighting, etc.
- Interior electrical loads estimate for systems, furniture, receptacles, lighting, food service equipment and any other special use areas, etc.
- Grounding and lightning protection system.

5.2.3.5 Acoustical

- Finalize acoustical requirements for coordination purposes.

5.2.3.6 Special Systems

- Description and any associated one-line diagrams of special systems for telephone, data, distributed television, broadcast television, POS, CCTV, security, fire alarm, etc.

5.2.3.7 Final Life Safety and Code Report

- Provide final life safety narrative, including exit analysis, life safety narrative, and required code modifications, if any, that have been reviewed with local authorities.

5.2.3.8 Concessions and Food Service Design

- Provide complete concessions and food service design, including layouts and all required equipment, indicating size, make and model options, connected utility loads and capacity. If this requirement is deleted by the Developer prior to commencement of the Design Development Phase, there will be a resulting deduction in the Basic Services Fixed Fee.

5.2.3.9 BIM

- Take any appropriate actions during the Schematic Design Phase so as to enable Architect to provide the BIM services required during all subsequent design phases.

Notwithstanding any other provisions of this Agreement and if requested by Developer, during the Design Development Phase, Architect shall develop Construction Documents with respect to certain specifications (including grading and foundation specifications) by the dates identified in the Time Schedule.

5.2.4 Architect shall provide any materials for presentations to any applicable Governmental Authority or other entity as designated by Developer of the Design Development Documents, as requested by the Developer and/or Owner. The materials for presentations shall be in the form of photographic slides, renderings, drawings, outline specifications, and other documents in sufficient detail necessary to illustrate conformance with the design vocabulary and the scale relationship of the project components including exterior design, functional relationships of all interior areas, the relationship of the Project to the Site and other buildings, materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized and the magnitude of the cost of each portion of the Work. Detailed finished models may be submitted in lieu of colored renderings as Basic Services. Architect shall furnish ten (10) sets of Design Development prints, outline specifications and room summary schedule at no additional expense to Developer.

5.2.5 As a condition to completing the Design Development phase, documents prepared by Architect shall be the basis for the Estimated Construction Cost from a General Contractor selected by the Developer with the requirement that said estimate shall confirm the Project to be at or below the Fixed Limit Construction Cost. If at any time Architect believes that the Estimated Construction Cost will exceed the Fixed Limit Construction Cost, Architect shall notify Developer promptly thereof in writing. In such event, the Developer may require that Architect, as a Basic Service and without additional compensation or an adjustment to the Time Schedule, conduct Value Engineering. All changes that are approved by Developer in writing shall be incorporated into the revised Design Development documents as expeditiously as possible in order to minimize delays and perform in accordance with the Time Schedule.

5.2.6 Architect acknowledges that the Design Development Phase is not complete until Developer's and Owner's written acceptance thereof.

5.3 Construction Documents Phase/Bid and Award Phase.

5.3.1 Upon written authorization from Developer to proceed, Architect shall prepare the Construction Documents which shall be based upon the Design Development Documents approved by Developer in writing. The Construction Documents shall cover all Work included in the Project and include in detail the requirements for the construction of the entire Project. Developer will provide supplementary conditions and time control specification provisions, which Architect shall incorporate into the Construction Documents.

5.3.2 The Construction Documents shall be packaged and completed in accordance with the Time Schedule. Architect acknowledges that there will be several plan check and bid packages (i.e. "Foundation Only" permit set, exterior wall bid set, etc.) as delineated on the Time Schedule.

5.3.3 Specifications included in the Construction Documents shall be prepared using the Construction Specifications Institute 16 division format or 40 division format as reasonably determined by the Developer.

5.3.4 After review and written approval of the 50% Construction Documents by Developer, Architect shall continue with preparation of final Construction Documents and bid packages, including final specifications, and shall incorporate in those final documents, the comments and any modifications and changes desired by Developer and any modifications required for compliance with Applicable Laws, League Rules, the Architectural Program and prior written approvals and instructions of Developer. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for final bidding distribution.

5.3.5 Architect shall make any changes to the Construction Documents which are required for the issuance of Government Approvals needed to construct the Project and comply with all Applicable Codes and Standards. Notwithstanding the foregoing provisions of this Section, in the event that Architect reasonably believes that specific code modifications or variances are in the best interest of the Developer and Owner, then Architect shall advise Developer thereof. If approved by Developer in writing, then Architect shall have primary responsibility for pursuing such code modifications or variances and shall keep Developer advised of the status thereof, provided that this does not limit Architect's responsibility to comply with Applicable Laws as required herein.

5.3.6 If requested by Developer, Architect shall be responsible for making submittals of the Construction Documents to the Governmental Authorities for plan check and building permit purposes in accordance with the Time Schedule. If Developer makes such request, Architect, in close coordination with Developer, shall be responsible for managing the process of obtaining all Governmental Approvals following the submittals to the Governmental Authorities in order for the Governmental Approvals to be obtained by the dates set forth on the Time Schedule, or if none are specified in the Time Schedule, as necessary for construction of the Project to progress on the Construction Schedule; provided, however, that Architect shall not be responsible for delays in issuance of Governmental Approvals due to causes beyond its or its Subconsultants reasonable control, including acts and omissions of

Developer; and provided, further, that in the process of obtaining any such Governmental Approvals, Architect shall not make any changes to the Construction Documents except with the written approval of Developer. It is assumed there will be several Permit packages submitted at various times in accordance with the Time Schedule.

5.3.7 Architect shall prepare clarifications and addenda that may be required by Governmental Authorities' review and/or may be required by Developer or the General Contractor for the final bid documents.

5.3.8 During the final bid/award stage, Developer, in conjunction with the General Contractor, will schedule and conduct pre-bid conferences with prospective Subcontractor bidders to review the Project requirements. Architect shall provide knowledgeable representatives, including representatives of its Subconsultants, to participate in these conferences to explain and clarify bid documents.

5.3.9 Architect shall assist Developer in obtaining or evaluating bids and preparing recommendations for Developer concerning the award of subcontracts.

5.3.10 If, as a result of the completion of any of the Construction Documents, General Contractor submits to the Developer Change Orders based upon anything other than Developer generated changes in the scope of the Project that cause the General Contractor to increase the Guaranteed Maximum Price, as permitted in the Construction Contract in such cases, then if required by Developer, Architect shall, as part of Basic Services and without any additional compensation, revise the Construction Documents in a manner approved by Developer in writing to eliminate such increase in the Guaranteed Maximum Price.

5.3.11 Architect acknowledges that the Construction Documents Phase is not complete until Developer's and Owner's written acceptance thereof.

5.3.12 As of the date of this Agreement, Developer anticipates using the following process to arrive at a GMP. This process may be revised at a later date, and Architect shall be expected to fully support any different process which affects the provision of the Services at Architect's expense, except that Architect shall be entitled to an Architect Additional Service Request for such revisions that materially affect the Services. On or before the date set forth in the Time Schedule or an earlier date if requested by Developer in writing, Architect shall prepare, based upon the progress of the drawings and specifications at the time, for written approval by Developer, after review and advice from Developer Representatives, the GMP Drawings and Specifications. The GMP Drawings and Specifications shall comply with the requirements of this Agreement, including the Standard of Care, all Applicable Laws, League Rules and LEED certification requirements, and shall meet the level of detail set forth in Exhibit C. After receipt of the GMP Drawings and Specifications and in accordance with the Construction Schedule, General Contractor shall submit to Developer, with copies to Developer Representatives and Architect, its proposed GMP and its proposed qualifications and assumptions. After Developer receives the proposed GMP and GMP qualifications and assumptions, General Contractor, Developer, Developer Representatives and Architect (along with its Subconsultants) shall meet within the time required by the Construction Schedule in an effort to reconcile any questions, discrepancies or disagreements relating to the GMP proposal,

the proposed GMP qualifications and assumptions, or the GMP Drawings and Specifications. Any reconciliation between Developer and General Contractor shall be documented by an addendum to the proposed GMP that shall be approved in writing by Developer and General Contractor. After reconciliation, General Contractor shall then submit to Developer, for Developer's written approval, General Contractor's proposed final GMP based upon the GMP Drawings and Specifications and the approved GMP qualifications and assumptions. The foregoing documents, once signed by Developer and General Contractor, shall constitute the GMP Documents ("**GMP Documents**"). If the General Contractor's proposed Guaranteed Maximum Price exceeds the Fixed Limit Construction Cost, Developer may require that Architect, as a Basic Service and without additional compensation or an adjustment to the Time Schedule, conduct Value Engineering. All changes that are approved by Developer in writing shall be reflected in the relevant Construction Documents, as expeditiously as possible in order to minimize delays and perform in accordance with the Time Schedule. Unless otherwise directed by Developer in writing, the GMP Documents shall be based on a full set of complete Construction Documents issued ready for construction and meeting all requirements of this Agreement, provided, however, Developer may require (i) the GMP to be developed based on Design Development Documents, with Construction Documents to be developed thereafter meeting the requirements of the Time Schedule and the Construction Schedule and all requirements of this Agreement, or (ii) Contractor to commence certain construction or procure certain equipment or materials based on a limited issue of Construction Documents meeting all requirements of this Agreement, or (iii) other methods of project execution, and Architect shall support such methods in (i) or (ii) without additional compensation.

5.4 Construction Phase

5.4.1 The Construction Phase will commence upon Developer's notice to proceed to General Contractor and will terminate when Substantial Completion occurs, as approved by Developer and Owner in writing.

5.4.2 Architect shall consult with Developer and participate, when requested, in all decisions as to the acceptability of Subcontractors and other persons and organizations proposed by any Contractor for various portions of the Work.

5.4.3 Architect shall review and approve Shop Drawings and Product Data, Samples and other submissions of Contractors, including requests for information or clarification, as well as the Work performed by Contractors for conformance with the design concept of the Project and for compliance with the Contract Documents. The review and return of Shop Drawings and Product Data, Samples and other submissions of Contractors shall be accomplished by Architect as soon as practicable in exercising the Standard of Care from the date of receipt, but in any event the earlier of (i) ten (10) Business Days or (ii) as required by the Construction Schedule, except when a longer time is authorized by Developer, such authorization not to be unreasonably withheld or delayed. Certain submittals may require an accelerated review by Architect. Upon commencement of construction, Architect shall be provided with the Contractor's submittal schedule which shall indicate submittals requiring an accelerated review. Architect shall, in accordance with the Standard of Care, ensure those submittals requiring an accelerated review are reviewed and returned within the timeframe specified in the Contractor's submittal schedule. The review and return of resubmittals of Shop

Drawings and Product Data, Samples and other submissions of Contractors after initial review and return by Architect shall be accomplished by Architect as soon as practicable exercising the Standard of Care from the date of receipt, but in any event the earlier of (i) ten (10) Business Days or (ii) as required by the Construction Schedule, except when a longer time is authorized by Developer. With respect to any disapproved items, Architect shall include in its review, whether of initial submittals or resubmittals, the details necessary to explain the basis for Architect's disapproval, including any necessary drawings. Architect shall maintain a log showing date of submittals, resubmittals, disapprovals and approvals and make it available to Developer upon request. Developer shall require each Contractor to provide to Architect prior to the commencement of its construction work a schedule of the dates for delivery to Architect of its Shop Drawings and Product Data, Samples and other Contractor submissions. Architect shall review all resubmittals for approval of those items needing to be corrected or changed from the previous submittal, and any and all changes from the previous submittal must be clouded or otherwise brought to the attention of Architect. Architect's review shall not include review of the fabrication processes, construction means or methods, coordination of work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractors.

5.4.4 Developer will establish procedures to be followed for review and processing of all Shop Drawings and Product Data, Samples, catalog submissions, project reports, test reports, maintenance manuals and other necessary documentation, as well as Change Orders and applications of any Contractor for extensions of time, and Architect shall comply with such procedures.

5.4.5 Upon request of Developer, Architect shall render to Developer as Basic Services, and as soon as practicable in exercising the Standard of Care from the date of receipt, but in any event the earlier of (i) three (3) Business Days or (ii) as required by the Construction Schedule, unless otherwise authorized by Developer, written interpretations of requirements of the Construction Documents, including any necessary drawings. Architect shall make all interpretations consistent with the intent of or reasonably inferable from the Construction Documents, including as to matters of artistic effect. Architect shall render written recommendations as Basic Services, within a reasonable time, but in any event the earlier of (i) five (5) Business Days or (ii) as required by the applicable Construction Contract, on all claims, disputes and other matters in question between Developer and any Contractor that may be submitted to Architect by Developer, relating to the interpretation of the Construction Documents. Unless requested by Developer to do so as an Additional Services, Architect shall not make recommendations concerning disputes between or among any of the Contractors.

5.4.6 In addition to any rights of Developer or Owner under this Agreement, at law or equity, should errors, omissions or conflicts in the Construction Documents prepared by Architect or its Subconsultants be discovered, Architect will prepare and submit to Developer as soon as practicable in exercising the Standard of Care from the date of receipt, but in any event the earlier of (i) three (3) Business Days or (ii) as required by the Construction Schedule, unless otherwise authorized by Developer, such amendments or supplementary documents and provide consultation as may be required, for which Architect shall make no additional charges to Developer or Owner.

5.4.7 Developer shall be Architect's single point of contact with the applicable Governmental Authorities (other than for Government Approvals, as discussed above), the General Contractor and any and all Separate Prime Contractors, except when Developer shall direct Architect otherwise. All responses or instructions to the applicable Governmental Authorities, the General Contractor and Separate Prime Contractors shall be issued by and through Developer except when Architect is directed otherwise by Developer.

5.4.8 Architect will have reasonable access to the Work at all times, so long as Architect complies with all requirements of any Contractor's safety program, as approved by Developer.

5.4.9 Subject to the requirements of Section 3.9.1, Architect shall furnish a full-time on-Site construction administration representative from the start of construction through the earlier of Final Completion or one-hundred twenty (120) days after Substantial Completion. The construction administration representative will generally be on Site five (5) days per week and as necessary to ensure the Construction Schedule is met. As provided in Section 3.9.1, Architect shall not make any change in the identity of the on-site Field Representative unless required by Developer as hereinafter provided. Developer may without cause require Architect to replace the construction administration representative, in which case Architect shall replace the construction administration representative at its sole cost within five (5) Business Days after delivery of Developer's request. Any replacement construction administration representative shall be a licensed architect or other individual with equivalent qualifications and shall be approved by Developer in writing. Developer shall provide the construction administration representative with office space, a desk, chair and file cabinet with necessary telephone lines, power and wireless internet installed on the Site or in the vicinity of the Site. Architect at its expense shall provide any other necessary equipment and supplies needed by the construction administration representative to perform his or her job properly, and such costs shall not be Reimbursable Expenses. The construction administration representative shall at all times be familiar with the progress and quality of the Work and determine in general if the Work is proceeding in accordance with the Contract Documents and the Construction Schedule. On the basis of such on-site observation, Architect and its Subconsultants shall recommend steps which are necessary in their professional judgment to guard Developer against defects and deficiencies in the Work of the General Contractor and any Separate Prime Contractors. If Architect (including its construction administration representative) observes any Work that does not conform to the Contract Documents or any errors or omissions in any Construction Documents, Architect shall immediately make an oral and written report of all such observations to Developer. Within three (3) Business Days after Architect advises Developer orally of non-conforming work or errors or omissions in any Construction Documents, Architect shall confirm the non-conformance in writing to Developer. In addition to Architect's other obligations under this Agreement, services provided by the construction administration representatives shall include the following:

- Attendance at construction and scheduling meetings;
- Monitoring compliance with the Construction Documents;
- Review of invoices and Change Orders;
- Providing accelerated review contemplated by Section 5.4.3;
- Evaluating progress of the Work;

- Coordination with Owner, any applicable Governmental Authorities, and any other New Stadium users as designated by the Developer; and
- Responding to requests for information, including with field modification drawings, as appropriate.

5.4.10 In addition to the construction administration representative, Architect's Principal in Charge of design and the Architect Project Manager, Project Designer and Project Architect for the Project shall make regular periodic visits to the Site as necessary ensure the Construction Schedule is met. The Architect Project Manager shall attend regularly scheduled construction and scheduling meetings and shall be available for other Project related meetings as required by Developer. Architect shall cause each Subconsultant in an engineering discipline to have a qualified engineer on its Project team make periodic visits to the Site as necessary to ensure the Construction Schedule is met, but in any event not less than once every two (2) weeks, during the course of Work applicable to its discipline. During critical Work phases, each Subconsultant in an engineering discipline may be required by Developer to have a qualified engineer on its Project team make weekly visits to the Site, timed to coincide with the weekly construction and schedule progress meetings, or more often if and as required by Developer based upon the progress of the Work or requirements of Governmental Authorities. Each Subconsultant in an engineering discipline shall prepare and submit a report on each visit submitted through Architect to Developer as soon as practicable in exercising the Standard of Care after the date of the visit, but in any event the earlier of (i) five (5) Business Days or (ii) as required by the Construction Schedule.

5.4.11 Architect shall deliver written field reports relating to the periodic visits and observations of the Project required by Section 5.4.10 to Developer as soon as practicable in exercising the Standard of Care, but in any event the earlier of (i) five (5) Business Days or (ii) as required by the Construction Schedule.

5.4.12 Subject to any payment certificate requirements imposed by any applicable Governmental Authority or any Construction Lender, the payment certificate process shall be as follows: Based upon observations at the Site and upon the Applications for Payment certified by a Contractor, Developer Representatives and Architect shall recommend to Developer the amount owing the Contractor, pursuant to its contract with Developer, and Architect shall certify payment to Developer in such amounts, as soon as practicable in exercising the Standard of Care, but in any event within five (5) Business Days after Architect's receipt of the Application for Payment. Architect shall consult with and obtain the concurrence of any its Subconsultants with respect to any elements of the Work covered by the Application for Payment falling within their respective areas of specialization. Developer shall consult with Architect in the determination of the amount due the Contractor and Architect shall certify payment by signing the Application for Payment prior to the time it is transmitted to Developer or any Construction Lender by Developer. Architect's signature on the Application for Payment shall constitute a certification by Architect to Developer, based on Architect's observations at the Site and on the data in the Application for Payment, that: (i) the Work has progressed to the point indicated in the Application for Payment; (ii) to the best of Architect's knowledge, information and belief, the Work has been performed in accordance with the Contract Documents (subject to an evaluation of the Work for conformity with the Contract Documents upon Substantial

Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment and approved by Developer); and (iii) that the Contractor is entitled to payment in the amount certified in the Application for Payment. The issuance of Architect's certification shall not be a representation that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Developer to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid to it by Developer.

5.4.13 Architect shall advise Developer if Architect notices that any Work does not conform to the Construction Documents and whether, in Architect's opinion, such Work should be rejected or condemned. Developer may condemn or reject Work based upon the Developer Representatives' or Architect's advice that such Work does not conform to the Contract Documents. If the Developer Representatives or Architect considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Developer Representatives or Architect may request special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

5.4.14 Architect shall assist, and cause its Subconsultants to assist, Developer, Owner, and/or the General Contractor in obtaining Governmental Approvals for occupancy of the Project from the applicable Governmental Authorities if any exceptions are raised by such Governmental Authorities related to the design of the Project, specified materials used in the Work or any other matter related to the Services provided by Architect or its Subconsultants or their respective areas of specialization.

5.4.15 As required to achieve timely completion of the Project, Architect and the General Contractor shall prepare an inspection schedule delineating the areas or phases of the Work for which Substantial Completion inspections shall be done, which shall be submitted to Developer for its written approval. When Developer agrees in writing that the Work or portions of the Work are substantially complete, Architect and its Subconsultants shall inspect the Work or portions of the Work and prepare and submit to Developer punch-lists of the Work of the General Contractor and Separate Prime Contractors which is not in conformance with the Contract Documents. Developer shall transmit such punch-lists to the General Contractor and Separate Prime Contractors. Developer may request that Architect inspect and prepare a punch-list on any portion of the Work. Upon request of Developer, Architect shall re-inspect the Work or portions of the Work as necessary to address any issues raised by any Contractor concerning the content of any punch-list or any other purpose reasonably be required by Developer.

5.4.16 Architect acknowledges that the Construction Phase is not complete until Developer's and Owner's written acceptance thereof; provided, however, that Architect shall be entitled to be paid for completion of its Construction Phase Basic Services not later than the earlier to occur of (a) Final Completion, or (b) one hundred eighty (180) days after

Substantial Completion, after which any services provided by Architect which are not described in Section 5.5 below would be provided as an Additional Service.

5.5 Post-Construction Phase. The Post Construction Phase will commence upon the Substantial Completion of the Project (including issuance of Architect's certifications with respect thereto) and shall be completed upon the expiration of the guarantee/warranty period under the Construction Contract, which is anticipated to be not less than one year following Substantial Completion (the "**GC Warranty Period**"). During the Post-Construction Phase, Architect shall perform the following services within the times specified under each of the following subsections.

5.5.1 Architect shall prepare a set of CADD Disks of drawings showing changes in the Work made during the construction process, based on neatly and clearly marked-up contract drawings, prints, and other data furnished by the Contractors and the applicable addenda, clarifications and Change Orders which occurred during the Project. Said CADD disks shall be delivered to Developer, and additional copies to the Owner, within sixty (60) days of Substantial Completion or within sixty (60) days after receipt of data from General Contractor, whichever is later.

5.5.2 Architect shall provide assistance to Developer in the original operation of any equipment or system in the Project, such as initial start-up, testing, adjusting and balancing.

5.5.3 Architect and its Subconsultants shall observe and review test data of the original operation of any equipment or system in the Project, such as initial start-up testing, adjusting and balancing, to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications. Architect shall promptly notify Developer of any failure of systems and equipment to comply with the requirements herein.

5.5.4 Architect shall review for completeness the General Contractor and Separate Prime Contractor furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Contract Documents and forward all approved copies to Developer. Architect's review and subsequent turnover of such documents shall occur within fifteen (15) days of Architect's receipt of documents from the Contractors. Architect shall promptly notify Developer of any failure of compliance with the requirements herein.

5.5.5 Architect and its Subconsultants shall conduct up to three (3) comprehensive Final Completion (punchlist) inspections for each construction contract with a Contractor at the request of the Developer. Architect and its Subconsultants shall attend all inspections where a 48 hour written notice of the inspection has been issued to Architect. If more than three (3) Final Completion inspections are required, through no fault of Architect, and Developer requests Architect to make additional inspections, the additional inspections shall be deemed Additional Services.

5.5.6 Upon correction of deficiencies shown on the punch-lists, and receipt, review and approval by Architect of all other close-out submittals and certificates of the General Contractor and Separate Prime Contractors required under the Construction Contract, Architect (and as necessary, any of its Subconsultants) shall forward the Application for Final Payment to Developer for its written approval.

5.5.7 Architect and its Subconsultants shall conduct an inspection of the Project prior to expiration of the GC Warranty Period (as set forth in the Construction Contract) and provide to Developer a written report specifying any warranty deficiencies which may exist not later than ten (10) Business Days prior to the expiration of such warranty.

5.5.8 Architect acknowledges that the Post-Construction Phase is not complete until Developer's and Owner's written acceptance thereof.

SECTION 6 ARCHITECT ADDITIONAL SERVICE REQUESTS AND ADDITIONAL SERVICES

6.1 Architect Additional Service Requests.

6.1.1 Developer may order changes in the scope of this Agreement by initiating a request setting forth in detail the nature of the requested services. Upon receipt of such request, Architect shall furnish to Developer a statement, along with supporting documentation, setting forth in detail, with a suitable breakdown, Architect's estimate of the Additional Compensation attributable to the changes set forth in such request and proposed adjustment, if any, to the Time Schedule resulting from such request. If Developer approves such estimate, then Architect shall generate an Architect additional service request and submit it for Developer's written approval ("**Architect Additional Service Request**").

6.1.2 If Developer and Architect cannot agree on any Additional Compensation or adjustment to the Time Schedule, Architect shall nevertheless proceed to perform the services required by the request promptly upon written order from Developer (an "**Architect Unilateral Hourly Service Directive**"). Architect shall keep separate records of all costs and time required to perform the services required by the Architect Unilateral Hourly Service Directive and an adjustment to the Time Schedule and costs will be made upon agreement between Architect and Developer. Architect shall be paid for its performance of the Services required under the Architect Unilateral Hourly Service Directive as set forth in Exhibit E; provided, however, Architect shall provide Developer with cost data on a weekly basis and Developer will advise Architect whether to continue performing the services required by the Architect Unilateral Hourly Service Directive or not. If the Parties cannot agree upon the effect of such Architect Unilateral Hourly Service Directive by the completion of the Services, then the Dispute shall be resolved as provided in Section 13.

6.1.3 Agreement on any Architect Additional Service Request shall constitute a full and final settlement and accord and satisfaction on all items covered therein, including, without limitation, any Additional Compensation or adjustment to the Time Schedule, subject to the performance thereof and payment therefor pursuant to the terms of this Agreement and such Architect Additional Service Request. Under no circumstances shall Architect be entitled to any Additional Compensation or an adjustment to the Time Schedule without

Developer's approval in the form of an executed Architect Additional Service Request, as further set forth in this Section 6, and Architect shall only be entitled to an Architect Additional Services Request as expressly permitted under this Agreement. Should Architect perform or claim to perform any Additional Services prior to authorization by Developer in the form of an Architect Additional Service Request, all such costs and expenses incurred by Architect shall be for Architect's account.

6.2 Timing Requirements for Notifications of Architect Additional Service Requests. Should Architect desire to seek Additional Compensation, an adjustment to the Time Schedule or any other modification to any other obligation of Architect under this Agreement that is expressly permitted in this Agreement, Architect shall notify Developer in writing of the existence of such circumstance within ten (10) days of the date that Architect knew or reasonably should have known of such circumstance and include in detail all known and presumed facts upon which its claim is based. Following this initial notice, Architect shall submit to Developer a request for a proposed Architect Additional Service Requests as soon as reasonably practicable after giving Developer written notice but in no event later than ten (10) days after the completion of each such circumstance, plus all documentation requested by Developer. The Parties acknowledge that Developer will be prejudiced if Architect fails to provide the notices and proposed Architect Additional Service Request as required under this Section 6.2, and agree that such requirements are a condition precedent to any right to Additional Compensation, an adjustment to the Time Schedule or any other modification of Architect's obligations under this Agreement.

6.3 Enumeration of Additional Services.

6.3.1 Subject to the limitations set forth in this Section 6, and unless such services are otherwise required by this Agreement to be provided as Preliminary Services or Basic Services, the following are the Additional Services:

- 6.3.1.1** Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project;
- 6.3.1.2** Making revisions in Construction Documents or other documents previously approved by Developer in writing when such revisions are inconsistent with written approvals or instructions previously given by Developer or are due to causes beyond the control and without any error, fault or negligence of Architect or its Subconsultants;
- 6.3.1.3** Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up;
- 6.3.1.4** Preparing to serve or serving as an expert witness for Developer in connection with any arbitration proceeding or legal proceeding; provided, however, preparing to serve or serving as a fact witness for Developer or rendering testimony necessary to secure Governmental Approvals for the Project shall not constitute an Additional Service;
- 6.3.1.5** Providing additional or extended services during construction made necessary by (a) defective Work of the Contractor, (b) prolongation of the time for Substantial Completion set forth in the Construction Contract by more than one hundred (120)

days, provided the prolongation is not due to the fault or negligence of Architect or its Subconsultants, and (c) default under the Construction Contract due to delinquency or insolvency of the General Contractor;

- 6.3.1.6** Providing more than three (3) complete Substantial Completion (punch-list) inspections attended by all of its Subconsultants for any area or phase of the Work for which such an inspection is specified on the inspection schedule or more than three (3) follow-up inspections to determine Final Completion for any area or phase of the Work for which a Substantial Completion inspection was done;
- 6.3.1.7** If requested, making recommendations concerning disputes between or among any of the Contractors or Subcontractors.
- 6.3.1.8** Providing additional services and costs necessitated by out-of-town travel required by Architect and approved by Developer in writing other than visits to the Project and travel required to accomplish the Basic Services;
- 6.3.1.9** Providing any materials requested by Developer for marketing, publicity or presentation purposes, except as otherwise required elsewhere in this Agreement;
- 6.3.1.10** Making revisions in the Construction Documents or other documents previously approved by Developer in writing due to changes in the League Rules that materially impact the Services;
- 6.3.1.11** Providing any other services not otherwise included in this Agreement as Preliminary Services or Basic Services and which are not customarily furnished in accordance with generally accepted architectural practices with respect thereto and only to the extent that such services are requested and approved in writing in advance by Developer pursuant to an Architect Additional Service Request.

6.3.2 Only those Additional Services set forth in Section 6.3.1 shall qualify as Additional Services. Additional Services shall be performed under and governed by the terms and provisions of this Agreement. Developer shall pay Architect for all Additional Services that have been agreed to by the Parties in an Architect Additional Service Request, except that Developer shall not be obligated to pay for any such Additional Services or any other services which result from or are caused by Architect's breach of its obligations under this Agreement or any willful misconduct, criminal actions or wanton or negligent act, error or omission of Architect or its employees, representatives, agents or Subconsultants. The sole compensation payable to Architect for Additional Services shall be computed as set forth in this Section.

6.4 Time for Performance of Additional Services. Developer and Architect may agree upon a time schedule and deadline for completion of any Additional Services when the Additional Services are requested by Developer, and if they agree on a schedule and deadline, shall incorporate such into an Architect Additional Service Request. In the absence of such a time schedule and deadline, Architect shall perform Additional Services as expeditiously as is consistent with the Standard of Care and for the prompt and orderly progress of the Work.

SECTION 7 DEVELOPER'S RESPONSIBILITIES; ADDITIONAL RIGHTS OF DEVELOPER

7.1 Developer's Responsibilities. During the term of this Agreement, Developer shall have the following responsibilities and obligations:

7.1.1 Property Insurance; Waiver. Developer shall provide the insurance described in Section 11.2.

7.1.2 Site Survey. Developer shall furnish, at Developer's expense, a legal description of the Site and a certified land survey of the Site describing physical characteristics, legal limitations and utility locations for the Site and setting forth, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; locations, dimensions and complete data pertaining to existing buildings when applicable, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

7.1.3 Developer Provided Information.

7.1.3.1 Developer has provided, or will provide, to Architect certain information or documentation listed in Exhibit I ("**Developer Provided Information**"). To the extent Developer Provided Information has not been provided prior to the execution of the Agreement, it shall be provided within the times listed in Exhibit I.

7.1.3.2 To the extent Developer has provided the Developer Provided Information to Architect prior to the Effective Date, Architect represents that it has reviewed the Developer Provided Information and agrees that it is sufficient and accurate for Architect to perform the Services in accordance with the Agreement, including meeting all Project requirements and the Standard of Care. For Developer Provided Information provided by Developer after the Effective Date, Architect shall promptly notify Developer in writing whether it believes such Developer Provided Information does not meet any such requirements.

7.1.3.3 All Developer Provided Information shall at all times remain the property of Developer (exclusive of any such information included therein which is the property of the Owner), and neither Architect nor its Subconsultants shall make use of any such information for any other project or for any other purpose than as set forth herein. Upon the termination or expiration of this Agreement and Developer's written notice, all such information, including all copies thereof, shall be returned to Developer, except that Architect may, subject to its confidentiality obligations under this Agreement, retain one record set of such information.

7.2 Additional Rights of Developer.

7.2.1 Disapproval of Architect's Services. Developer shall have the right to disapprove any portion of the Services on the Project, including aesthetics. If any phase of the Services is not approved by Developer in writing, Architect shall proceed, when requested

by Developer, with revisions to the design Services prepared for that phase to satisfy Developer's objections. These revisions will be made without adjustments to Architect's compensation provided for hereunder or adjustment to the Time Schedule.

7.2.2 Progress Prints; Document Reproduction. As part of Basic Services, Architect shall provide Developer with ten (10) copies and Owner with ten (10) copies of in-progress and final, approved documents at the following stages of completion:

- 7.2.2.1** 50% Schematic Design;
- 7.2.2.2** 100% Schematic Design;
- 7.2.2.3** 50% Design Development; and
- 7.2.2.4** 100% Design Development.
- 7.2.2.5** 25% Construction Documents;
- 7.2.2.6** 50% Construction Documents;
- 7.2.2.7** Construction Documents – Plan Check Set;
- 7.2.2.8** Addendum 1 – Plan Check Revisions and Miscellaneous Revisions; and
- 7.2.2.9** GMP Drawings and Specifications.

For each of the sets of in-progress and final, approved documents described in Section 7.2.2.1 through 7.2.2.8 above, Architect shall deposit a set of reproducible documents with a local print shop designated by Developer so that additional sets of such documents may be ordered by Developer, Owner, Developer's Consultants, the Contractors and Subcontractors at their cost.

7.2.3 Effect of Approvals. Any requirements in this Agreement for Developer's review and approval of or consent to any matter or thing, including the Construction Documents and other Work Product of Architect and its Subconsultants, is included in this Agreement solely for the purpose of enabling Developer to protect its own interests with respect to such matters and things, and the granting of Developer's approval or consent shall not relieve Architect of any of its obligations, duties or responsibilities under this Agreement, or constitute a release or waiver by Developer of any claims arising out of any defects or deficiencies in any matter or thing, whether previously approved or consented to by Developer.

SECTION 8 ARCHITECT'S COMPENSATION AND PAYMENT

8.1 Fixed Fees for Preliminary Services and Basic Services.

8.1.1 Fixed Fee for Preliminary Services. Developer shall pay Architect, as total compensation for the performance by Architect of Preliminary Services, a fixed fee as set forth in Section 8.1.2 (the "**Preliminary Services Fixed Fee**").

8.1.2 Fixed Fee for Basic Services. Developer shall pay Architect, as total compensation for the performance by Architect of Basic Services, a fixed fee of Thirty-two Million Five Hundred Thousand Dollars (\$32,500,000) (exclusive of the Preliminary Services Fixed Fee, the "**Basic Services Fixed Fee**" and, together with the Preliminary Services Fixed Fee, the "**Fixed Fees**"). The Basic Services Fixed Fee is payable for the phases of the Services approved by Developer in writing in the following amounts, such that the progress payments for each phase of the Services shall not exceed the proportions of the Fixed Fee set forth for such phase:

Preliminary Services	(2%)	\$ 650,000
Schematic Design	(18%)	\$5,850,000
Design Development	(26%)	\$8,450,000
Construction Documents and Bid/Award	(30%)	\$9,750,000
Construction	(23%)	\$7,475,000
Post Construction	(1%)	\$ 325,000

8.1.3 The Fixed Fees includes, but is not limited to, all costs, charges, overhead, profit, markups and Taxes of whatever nature applicable to the Services and fees, markups and expenses payable to its Subconsultants for the Services, and Architect shall not be entitled to any additional payment or compensation for or on account of any expenses paid or incurred by Architect in performing the Services, except for Reimbursable Expenses and as permitted under Section 6.

8.2 Architect's Compensation for Additional Services. If Architect will be providing any Additional Services, then prior to the commencement of such Additional Services, Developer, Owner and Architect shall agree in writing upon the compensation to be received by Architect for such Additional Services in the form of an Architect Additional Service Request, as further set forth in Section 6. In no event shall the total Additional Compensation payable to Architect for any item of Additional Services exceed the maximum amount approved by Developer, Owner in the applicable Architect Additional Service Request. Unless Developer, Owner and Architect otherwise agree, for purposes of determining Architect's compensation for Additional Services provided by its Subconsultants, Developer agrees to pay only those billings of Subconsultants approved by Developer in writing to determine Architect's compensation for Additional Services provided by Subconsultants.

8.3 Payments to Architect.

8.3.1 Subject to the terms of this Agreement, Developer shall make payments of undisputed amounts for the Preliminary Services, Basic Services and Reimbursable Expenses (as further set forth in Section 9) within thirty (30) days after receipt of an invoice

from Architect as required herein. Architect shall submit to Developer at the beginning of each month an invoice for such Services satisfactorily performed and the Reimbursable Expenses incurred during the previous month. Such monthly invoices shall call for payment in the percentage that the Services rendered for each phase of the Services during such preceding month bears to the total Services to be performed for such phase of the Services, recognizing that delivery of required document packages shall constitute a substantial percentage of such Services as agreed upon by the Parties. All invoices shall be accompanied by documentation sufficient to support a finding by Developer that Architect is due the amount it requests, including any additional information relevant to its requests for payments as may be required by any applicable Governmental Authority or any Construction Lender for Developer to obtain a disbursement from such Governmental Authority or such Construction Lender for the sums invoiced by Architect. Developer may, at its sole discretion, reject an invoice if Developer determines that the documentation is not sufficient to support the amount requested by Architect or Developer otherwise determines that Architect is not entitled to payment under the terms of this Agreement. All invoices shall be directed to the attention of Developer and be in a form subject to the written approval of Developer.

8.3.2 Each monthly invoice shall also summarize the current status of Architect's billings for Preliminary Services and Basic Services by setting forth the following information in a vertical column format: Total Contract Amount for Preliminary Services and Breakdown by Service; Total Contract Amount For Basic Services and Breakdown by Phase; Amount Billed to Date for each Phase; Amount of this Invoice; Balance to Completion, and contain such other information as Developer shall reasonably require. The form of the monthly invoice shall be subject to the reasonable approval of Developer.

8.3.3 Payments of Additional Compensation (including any Additional Reimbursable Expenses permitted with relation thereto) shall be made by Developer not later than thirty (30) days after receipt by Developer of Architect's invoice for such Additional Services. In addition to the other requirements of this Section 8.3 (including lien and claim waivers), invoices for Additional Compensation shall include, in chronological order, the following information: the Architect Additional Service Request for such Additional Services as entered into pursuant to Section 6.1 above, the Services rendered, the element of the Project for which the services were performed, the name and position of the person rendering such services, the billing rate applied, and the time spent on such services to the nearest one quarter of an hour, and any other information reasonably required by Developer. The form of the monthly invoice for Additional Services shall be subject to the reasonable written approval of Developer.

8.3.4 Every invoice shall also include the following: (a) fully executed interim lien and claim waiver and releases from Architect in the forms attached hereto as Schedules H-1 and H-2; (b) fully executed interim lien and claim waiver and releases from Subconsultants who have performed Services with respect to the invoice, which shall be in the forms attached hereto as Schedules H-3 and H-4; and (c) if requested by Developer, fully executed interim lien and claim waiver and releases from each subconsultant of the Subconsultants who have performed Services with respect to the invoice, which shall be in a form similar to the forms attached hereto as Schedules H-3 and H-4.

8.3.5 Architect's final invoice shall include: (a) fully executed final lien and claim waiver and releases from Architect in the forms attached hereto as Schedules H-5 and H-6; (b) fully executed final lien and claim waiver and releases from Subconsultants who have performed Services on the Project, which shall be in the forms attached hereto as Schedules H-7 and H-8; and (c) if requested by Developer, fully executed final lien and claim waiver and releases from each subconsultant of the Subconsultants who have performed Services on the Project, which shall be in a form similar to the forms attached hereto as Schedules H-7 and H-8.

8.3.6 Architect agrees that it shall contractually require all of its Subconsultants to comply with the requirements set forth in Sections 8.3.4 and 8.3.5. Compliance with the requirements set forth in Sections 8.3.4 and 8.3.5 is an absolute and express condition precedent to Developer's obligation to make payments to Architect.

8.4 Payments to Subconsultants. Architect shall make payments as required under its contracts with its Subconsultants. If Developer, after prior consultation with Architect, determines that there is a reasonable basis for doing so, Developer may elect to make a direct payment to a Subconsultant of the amount payable to it shown on any invoice submitted by Architect or pay such sum by joint check issued to Architect and such Subconsultant, and such payment shall fulfill Developer's obligation to otherwise pay such amount to Architect.

8.5 Construction Funds Disbursement Procedures. Architect shall provide any additional information relevant to its requests for payments as may be required by any applicable Governmental Authority or any Construction Lender for Developer to obtain a disbursement from such Governmental Authority or such Construction Lender for the sums invoiced by Architect.

8.6 Payment or Approval Not Acceptance of Services. No payment made or approval given hereunder shall be considered as acceptance by Developer or Owner of any Defective Services, and any such payment or approval shall not in any way act as a waiver of any claim or right Developer may have hereunder and shall not modify, relieve, waive, terminate or otherwise affect any covenants, obligations or undertakings of Architect set forth in this Agreement. All payments shall be subject to correction or adjustment in subsequent payments.

8.7 Payments Withheld. In addition to disputed amounts set forth in an invoice, Developer may, in addition to any other rights under this Agreement, at law or in equity, withhold payment on an Invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect Developer from loss due to:

8.7.1 Defective Services not remedied in accordance with this Agreement;

8.7.2 any willful misconduct, criminal actions or wanton or negligent act, error or omission by Architect, its Subconsultants or any of their employees, representatives or agents which gives rise to a claim by the Developer or by some other person or entity against the Developer;

8.7.3 Architect's breach of any of its material obligations under this Agreement;

8.7.4 Architect's failure to comply with Section 11 and Developer's expenses incurred, if any, pursuant to Section 11.8;

8.7.5 liens filed or threatened in writing against the Project or Site by its Subconsultants or any other person or entity claiming entitlement to money through Architect;

8.7.6 the assessment of any fines or penalties against Developer as a result of Architect's failure to comply with Applicable Law or Applicable Codes and Standards;

8.7.7 amounts paid by Developer to Architect in a preceding month incorrectly or for which there was insufficient or inaccurate supporting information;

8.7.8 failure of Architect to make payments to Subconsultants as required under their respective contracts;

8.7.9 any other costs or liabilities which Developer has incurred or will incur for which Architect may be responsible; or

8.7.10 any reason for which Developer is permitted to withhold payment under any other provision of this Agreement.

Developer shall pay Architect the withheld amount if Architect (i) pays, satisfies or discharges the applicable claim of Developer against Architect under or by virtue of this Agreement and provides Developer with reasonable evidence of such payment, satisfaction or discharge and (ii) cures all such breaches and defaults in the performance of this Agreement.

8.8 Payment Disputes. If there is any dispute between Developer and Architect as to whether an amount is owed for certain Services, Additional Services, or any Reimbursable Expenses in Architect's invoice, Developer shall pay, pursuant to Section 8.3.1, all amounts that are not in dispute but shall not be required to pay the amount that is in dispute until the dispute is resolved. So long as Developer pays all amounts not the subject of a dispute, Architect is obligated to continue its performance under this Agreement.

8.9 Payment Error. If an error is made in connection with a payment, the Party receiving the payment in error shall immediately refund the mistaken amount to the paying Party.

8.10 Currency. Unless otherwise specified, all amounts contained herein are in and shall be paid in U.S. Dollars.

8.11 Interest on Late Payments. Any undisputed amounts due but not paid hereunder shall bear interest at an annual rate equal to the prime rate set forth from time to time by the prime rate published in the Wall Street Journal. For purposes of clarification and without intending to limit the provisions of Section 8.12 or otherwise relating to the Owner's non-liability for Fixed Fees, Reimbursable Expenses or any other payments due to Architect, in no circumstances shall this Section 8.11 be applicable to the Authority.

8.12 Owner non-liability. Under no circumstances shall Owner be liable to Architect for the Fixed Fees, Reimbursable Expenses or any other payments due Architect from Developer. By execution of this Agreement, the Architect covenants and agrees that it shall look solely to Developer for payment of any and all such Fixed Fees, Reimbursable Expenses and any other payments due Architect under this Agreement.

SECTION 9 REIMBURSABLE EXPENSES

9.1 Generally. Unless Developer and Architect otherwise agree in writing, Architect shall be entitled to be paid for the Reimbursable Expenses described in Section 9.2 below incurred by it, which are estimated not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000). If at any time during the performance of the Services, Architect believes that this estimate may be exceeded, Architect shall provide Developer with thirty (30) days written notice prior to incurring any costs in excess of this estimate, and Architect shall not bill Developer for any Reimbursable Expenses in excess of this amount without obtaining Developer's written approval prior to incurring such costs. Architect shall include any Reimbursable Expenses for which it is entitled to be paid in connection with Preliminary Services or Basic Services in its monthly invoices delivered to Developer under Section 8, together with a total amount of Reimbursable Expenses which it has billed through and including such invoice. If at the time when Architect and Developer agree upon Architect's compensation for any Additional Services, they agree that Architect is entitled to be separately compensated for Reimbursable Expenses, then Architect shall be entitled to be paid for the Reimbursable Expenses described in Section 9.3 in connection with such Additional Services, in addition to those Reimbursable Expenses described in Section 9.2. Reimbursable Expenses associated with Additional Services shall be billed on the same invoice with such Additional Services, together with a total amount of Reimbursable Expenses for Additional Services which have been billed through and including such invoice. Except as described in this Section 9, Architect shall not be entitled to be reimbursed by Developer for any of its costs or expenses. In addition, Architect shall not be entitled to any mark-up for Reimbursable Expenses.

9.2 Enumeration of Reimbursable Expenses. The following shall be the Reimbursable Expenses in connection with Preliminary Services, Basic Services and Additional Services:

9.2.1 Travel Expenses. Architect is entitled to reasonable expenses for travel of personnel of Architect or its Subconsultants (including reasonable living expenses in connection therewith) authorized or requested by Developer to or from locations more than fifty (50) miles from the Site, with the aggregate amount of Reimbursable Expenses described in this Section 9.2.1 estimated not to exceed One Million Six Hundred Fifty Thousand (\$1,650,000), and such amount may only be increased by written agreement of the Developer and Architect. Architect will notify the Developer when 80% of this allowance has been incurred. All such travel will be paid in amounts not exceeding economy class rates unless a higher class is specifically approved in advance by Developer. Architect shall make reasonable efforts to secure available airfare and other travel discounts without increasing other Reimbursable Expenses. Developer shall have no obligation to reimburse Architect or its Subconsultants for travel or living expenses not incurred in conformance with this Section 9.2.1.

9.2.2 Special Display and Model Expenses. Except as required as part of Basic Services, expenses of special displays, renderings, scale models, marketing and publicity materials and photographic and video services which are ordered by Developer. Costs to prepare study models and study sketches prepared for in-house purposes by Architect are not reimbursable.

9.2.3 Printing and Reproduction. Printing and reproduction expenses for additional copies (meaning over the sets Architect has agreed to provide as a Basic Service pursuant to Section 7.2.2) requested by Developer, expressly excluding printing and reproductions included in Basic Services and printing and reproduction for the office use of Architect and its Subconsultants, and others employed by Architect. Additional prints that are reimbursable shall be provided by Architect and its Subconsultants at a unit cost per square foot of plan reproduction mutually approved by Developer and Architect in writing.

9.2.4 Surveys and Chemical Tests. Surveys, soil borings and other physical or chemical tests performed at the expense of Architect and required for the design, but only when previously approved by the Developer.

9.3 Enumeration of Additional Services Reimbursable Expenses. If at the time when Developer and Architect agree upon Architect's compensation for Additional Services, it is specified that Architect is entitled to payment for expenses in connection with such Additional Services in addition to the Reimbursable Expenses described in Section 9.2, then unless otherwise agreed, the following shall be the additional Reimbursable Expenses in connection with such Additional Services:

9.3.1 Expense of reproductions, postage and handling of documents prepared as part of the Additional Services in question.

9.3.2 If authorized in advance by Developer in connection with the particular Additional Services, expense of overtime services requiring higher than regular rates.

9.3.3 Expense of renderings, models and mock-ups requested by Developer in connection with the particular Additional Services.

SECTION 10 OWNERSHIP AND USE OF WORK PRODUCT

10.1 Work Product. Architect agrees that the design of the Project, copyrights to the internal and external appearance of the Project, all Construction Documents, models, renderings and other work product of Architect and its Subconsultants respect to the Project included in Preliminary Services, Basic Services or Additional Services contracted for by Developer and Owner ("**Work Product**") shall be considered "work for hire" and the property of Owner and Developer jointly irrespective of any copyright notices or confidentiality legends to the contrary which may have been placed in or on the Work Product by Architect or any Subconsultant. Architect and each Subconsultant waive in whole all the moral rights which may be associated with such Work Product. If for any reason any part of or all of the Work Product is not considered work for hire for Developer and Owner or if ownership of all right, title and interest in the Work Product shall not otherwise vest in Owner and Developer, then Architect agrees that such ownership and copyrights in the Work Product, whether or not such Work

Product are fully or partially complete, shall be automatically assigned from Architect to Owner and Developer, without further consideration, and Owner and Developer shall thereafter own all right, title and interest in the Work Product, including all copyright interests.

10.2 If Developer uses the Work Product for another stadium project, Developer agrees to waive any and all claims against Architect and to defend, indemnify and hold Architect harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from such use without Architect's involvement.

10.3 Architect's Intellectual Property. Notwithstanding the provisions of Section 10.1, Architect shall (as between Developer and Architect) retain ownership of all proprietary intellectual property rights owned by Architect and developed by it prior to the Effective Date and outside this Agreement (hereinafter referred to as "**Architect's Intellectual Property**"), regardless of whether such Architect's Intellectual Property is included in the Work Product, and nothing in this Section 10.2 shall result in a transfer of ownership of any of Architect's Intellectual Property. With respect to such Architect's Intellectual Property relating to the Services or the Work Product, Architect hereby grants Developer and Owner an irrevocable, perpetual and royalty-free license (including with right to license or assign its rights without consent to any Person for any use related to the Project) to use, disclose, modify and copy such Architect's Intellectual Property. All contracts with Subconsultants shall contain provisions consistent with this Section 10.

10.4 Return of Work Product. Upon the termination or expiration of this Agreement and Developer's written notice, all Work Product, including all copies thereof, shall be returned to Developer, except that Architect may, subject to its confidentiality obligations under this Agreement, retain one record set of the Work Product.

10.5 Restricted Use of Work Product. The Work Product, and any components or copies thereof, are not to be used by Architect or its Subconsultants or any other person or entity on any other project without the prior written consent of Developer and Owner.

SECTION 11 INSURANCE AND ASSUMPTION OF RISK

11.1 Architect's Policies and Limits. During the term of this Agreement (and any additional term specified herein), Architect shall provide and maintain at its own expense and cause its Subconsultants to provide and maintain at their own expense as a part of its Basic Services insurance policies with responsible carriers approved to do business in the State of Georgia which have a rating of not less than A:X in the most current edition of the Best's Key Rating Guide, or otherwise acceptable to Developer and Owner, of the following types and amounts (which with respect to Subconsultants are to be set forth on Exhibit J) on an occurrence basis (except for professional liability insurance, which shall be on a "claims made" basis)

11.1.1 Workers' Compensation. Workers' Compensation which shall comply with the statutory requirements of the state in which the Services are being performed, and Employer's Liability insurance, with a limit of \$1,000,000 per accident, \$1,000,000 policy limit, and \$1,000,000 each employee, and which in each case shall apply to all persons employed by each insured;

11.1.2 Commercial General Liability Insurance. Commercial General Liability Insurance in the following coverages (including (i) personal injury; (ii) products liability; (iii) completed operations for at least six (6) years after termination of Services; (iv) Premises and Operations; (v) broad form property damage including damage to property caused by explosion or resulting from collapse of buildings or structures, damage to underground structures and utilities; (vi) liability for slander, false arrest, and invasion of privacy arising out of construction operations; and (vii) blanket contractual liability), subject to policy terms, conditions, exclusions and limits of liability, but excluding Automobile Liability, in limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate for each policy year for combined personal injury or death and property damage, subject to an aggregate for products liability and completed operation for each policy year of Two Million Dollars (\$2,000,000). The general aggregate limits of the Commercial General Liability Policy shall apply on a “per project” basis by an appropriate endorsement; ;

11.1.3 Automobile Liability. Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for combined personal injury or death and property damage. This insurance shall apply to all owned, non-owned or leased automobiles and trucks to be used by Architect in the performance of the Agreement;

11.1.4 Professional Liability. Professional Liability Insurance (including contractual liability coverage), with all coverage retroactive to the commencement of the Services on the Project, to cover claims arising out of the performance of professional services caused by negligent acts, errors, omissions, with limits of not less than Ten Million Dollars (\$10,000,000) per claim and on an annual aggregate basis. This insurance shall be carried on a claims made basis and be maintained for a period of not less than six (6) years after Final Completion;

11.1.5 Excess Liability. Excess Liability Insurance coverage in the amount of at least Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate covering at a minimum the risks covered by the policies described in Section 11.1.2 and 11.1.3. The general aggregate limits of Excess Liability insurance shall apply on a “per project” basis by an appropriate endorsement;

11.1.6 Valuable Papers. Valuable papers insurance insuring all plans, designs, drawings, specifications and documents produced or used by Architect or any of its Subconsultants, as applicable and any of Developer’s documents in the care, custody or control of Architect or its Subconsultants in the amount of at least One Million Dollars (\$1,000,000) per occurrence; and

11.1.7 Other Insurance. Each of Architect and its Subconsultants may secure at its own cost such other insurance as it deems necessary to protect its interests.

11.2 Developer's Insurance.

11.2.1 Developer shall obtain, at its own cost and expense, such commercial general liability insurance and in such amounts, that it determines in its sole discretion.

11.2.2 Developer shall provide or cause to be provided, at Developer's expense, property insurance on a "builder's risk" basis for the Project during construction. Both Developer and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to property during construction to the extent that property insurance proceeds are available and actually paid for such property damage. Developer and Architect each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, Developer shall obtain or require such endorsement, provided that such a waiver can be obtained without any additional cost or expense to Developer.

11.3 Evidence of Insurance; Other Policy Requirements. Each policy of insurance required to be maintained by Architect and its Subconsultants shall be in form and content satisfactory to Developer. Architect shall furnish to Developer certificates of the insurance policies required to be maintained by Architect within ten (10) days after the execution of this Agreement and shall furnish or cause each Subconsultant to furnish to Developer certificates of the insurance policies required to be maintained by it prior to the commencement of its Services on the Project. Upon request by Developer, Architect shall provide, and cause its Subconsultants to provide, promptly a copy of such insurance policies, which shall be in form and content acceptable to Developer in writing. Such certificates shall provide for the delivery to Developer of at least thirty (30) days prior written notice of cancellation or non-renewal. Each policy of insurance maintained by Architect and its Subconsultants shall, to the extent applicable to the particular coverage (a) provide that such insurance is primary insurance as regards all other policies of insurance providing coverage to such additional insureds; (b) provide that any other insurance maintained by Developer is excess and non-contributing insurance with that required herein; (c) contain a "Cross-Liability" or "Severability of Interest" provision; (d) cause the Developer/Owner Indemnified Parties to be named as additional insureds in all policies of insurance required to be maintained or otherwise maintained by Architect and its Subconsultants, except for Worker's Compensation Insurance Policies and Professional Liability Insurance Policies; and (e) include a waiver of subrogation in favor of the Developer/Owner Indemnified Parties.

11.4 Project Specific Professional Liability Insurance Policy.

11.4.1 Necessary Information. Within five (5) days after delivery of a request from Developer, Architect agrees to provide the following information respecting its professional liability insurance: (1) the policy renewal date; (2) the current policy limits; (3) the current deductible/self-insured retention; (4) the current underwriter; (5) the amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by a project professional liability insurance policy for the Project; (6) the cost of its professional liability

insurance as a percent of revenue; and (7) the affirmation that Architect will complete a project errors and omissions application in a timely fashion.

11.4.2 Policy Details. The Developer reserves the discretion to determine the terms and conditions of any project specific liability insurance policy to be procured by Developer. Such insurance may be claims made insurance and with a limit to be determined for each claim and in the aggregate including defense costs for the design firm's negligent acts, errors, or omissions in performing professional services included in the design work. The limit of liability may be maintained during the duration of the Project (unless it is reduced by the payment of covered claims) and for a period of six (6) years after Substantial Completion. The policy would be expected to contain standard industry terms, conditions and exclusions, and to be retroactive to the date Architect began the design work on the Project.

11.5 Assumption of Risk. Developer and Owner make no representations regarding the safety of the Site, including the possible presence of Hazardous Materials on or in any property on which Architect performs Services pursuant to this Agreement. Architect shall take all reasonable precautions to protect itself and its employees, agents, consultants and contractors from exposure to any Hazardous Materials of which Architect has actual or constructive knowledge or objective reasons to expect while performing its obligations under this Agreement and, as regards Developer and Owner, assumes all risks attendant to any such exposure.

11.6 Deductibles. Architect shall bear the costs of all deductibles provided by Architect under this Agreement, and as between Developer/Owner and Architect, Architect shall bear the cost of all deductibles provided by its Subconsultants under this Agreement.

11.7 Limitation of Liability. Types and limits of insurance shall not in any way limit any of Architect's obligations, responsibilities or liabilities under this Agreement.

11.8 Failure to Provide Insurance. Developer and Owner shall have no obligation to make any payments under this Agreement until Architect and its Subconsultants have procured the insurance required under this Agreement and provided certificates of insurance evidencing same to Developer. In addition, if Architect fails to maintain insurance as required herein, including any insurance required to cover its Subconsultants, Developer shall have the right but not the obligation to purchase such insurance at Architect's cost and expense, and in such event, the Fixed Fees shall be reduced by the amount paid for such insurance.

11.9 Miscellaneous. Architect and its Subconsultants shall do nothing to void or make voidable any of the insurance policies purchased and maintained by Architect or its Subconsultants. Architect shall promptly give Developer notice in writing of the occurrence of any casualty, claim, event, circumstance, or occurrence that may give rise to a claim under an insurance policy hereunder and arising out of or relating to the performance of the Services. In addition, Architect shall keep Developer fully informed of any subsequent action and developments concerning the same, and assist in the investigation of any such casualty, claim, event, circumstance or occurrence.

SECTION 12 INDEMNIFICATION

12.1 General Indemnification. Unless, and to the extent that, Architect has tendered an indemnification claim to, and the claim is covered and has been accepted by, Architect's professional liability policy insurer pursuant to Section 12.2, Architect shall indemnify, hold harmless and defend Developer/Owner Indemnified Parties from and against any and all Damages directly or indirectly arising out of or resulting from or related to any of the following:

12.1.1 failure of Architect or any Subconsultants to comply with Applicable Law;

12.1.2 claims by any Governmental Authority as a result of a failure to pay any Tax in any way connected with the Services;

12.1.3 failure of Architect to make payments to its Subconsultants in accordance with the respective contract;

12.1.4 Defective Services;

12.1.5 personal injury or death of any Person or damage to or destruction to property (including the Work) in any way directly or indirectly arising out of or resulting from or related to the Services, but only to the extent caused by a breach by Architect of this Agreement or the willful misconduct, criminal misconduct or negligence of Architect or any of its Subconsultants or any of their respective directors, officers, agents, employees or representatives; or

12.1.6 breach of any other provision in this Agreement.

12.2 Professional Indemnification. This Section applies to all claims covered by, tendered to and accepted by Architect's professional liability policy. Architect shall indemnify and hold harmless Developer/Owner Indemnified Parties from and against any and all Damages directly or indirectly arising out of or resulting from or related to any of the following:

12.2.1 failure of Architect or any Subconsultants to comply with Applicable Law;

12.2.2 claims by any Governmental Authority as a result of a failure to pay any Tax in any way connected with the Services;

12.2.3 failure of Architect to make payments to its Subconsultants in accordance with the respective contract;

12.2.4 Defective Services;

12.2.5 personal injury or death of any Person or damage to or destruction to property (including the Work) in any way directly or indirectly arising out of or resulting from or related to the Services, but only to the extent caused by a negligent breach by Architect of this Agreement or the willful misconduct, criminal misconduct or negligence of Architect or

any of its Subconsultants or any of their respective directors, officers, agents, employees or representatives; or

12.2.6 negligent breach of any other provision in this Agreement.

In no event shall the indemnification obligation in this Section 12.2 extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

12.3 Patent and Copyright Indemnification. Architect shall indemnify, hold harmless and defend Developer/Owner Indemnified Parties from and against any and all Damages directly or indirectly arising out of or resulting from or related to actual or asserted violation or infringement of any domestic or foreign patents, copyrights or trademarks or other intellectual property, or any improper use of Confidential Information or other proprietary rights, that may be attributable to Architect or any Subconsultants in connection with the Services. In the event that any suit, claim, temporary restraining order or preliminary injunction is granted in connection with Section 12.3, Architect shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order. If, in any such suit or claim, the Services, the Work relating to such Services, or any part, combination or process thereof, is held to constitute an infringement and its use is preliminarily or permanently enjoined, Architect shall promptly make every reasonable effort to secure for Developer and Owner a license, at no cost to Developer or Owner, authorizing continued use of the infringing Services or equipment or materials specified by Architect or any of its Subconsultants. If Architect is unable to secure such a license within a reasonable time, Architect shall, at its own expense and without impairing performance requirements, re-perform the affected Services so that the Services and affected Work are not infringing. In addition, Architect shall be liable to Developer and Owner for any Damages arising out of or relating to Section 12.3.

12.4 Lien Indemnification. Should Subconsultants or any other Person acting through or under Architect or its Subconsultants file a lien or other encumbrance against all or any portion of the Work, the Site, the New Stadium or the Project, Architect shall, at its sole cost and expense, remove and discharge, by payment, bond or otherwise, such lien and encumbrance within ten (10) days of the filing of such lien or encumbrance. If Architect fails to remove and discharge any such lien or encumbrance within such ten (10) day period, then Developer or Owner may, in their sole discretion, take any one or more of the following actions:

12.4.1 remove and discharge such lien and encumbrance using whatever means that Developer, in its sole discretion, deems appropriate, including the payment of settlement amounts that it determines in its sole discretion as being necessary to discharge such lien or encumbrance. In such circumstance, Architect shall be liable to Developer and Owner for all Damages (including settlement payments) incurred by Developer or Owner arising out of or relating to such removal and discharge. All such Damages shall be paid by Architect no later than thirty (30) Days after receipt of each invoice from Developer; Notwithstanding the foregoing and for purposes of clarification, the Parties acknowledge and agree that neither Architect, Developer nor any other Person shall have the authority to settle any matters on behalf

of, or to compromise any claims to the extent such actions or the payments in respect thereof would be deemed a settlement or release by, or otherwise require payments from, Owner.

12.4.2 seek and obtain an order granting specific performance from a court of competent jurisdiction, requiring that Architect immediately discharge and remove, by bond, payment or otherwise, such lien or encumbrance. The Parties expressly agree that Developer and Owner shall be entitled to such specific performance and that Architect shall be liable to Developer and Owner for all Damages incurred by Developer or Owner arising out of or relating to such specific performance action. Architect agrees that the failure to discharge and remove any such lien or encumbrance will give rise to irreparable injury to Developer, Owner and Developer's Affiliates, and further, that Developer, Owner and such Developer Affiliates will not be adequately compensated by damages; or

12.4.3 subject at all times to the Owner's Legal Representation Rights, conduct the defense of any action in respect of (and any counterclaims related to) such liens or encumbrances as set forth in Section 12.5, without regard to Architect's rights under such section.

12.5 Legal Defense. Not later than fifteen (15) Days after receipt by Architect of written notice from a Developer/Owner Indemnified Party of any claims, demands, actions or causes of action asserted against such Developer/Owner Indemnified Party for which Architect has indemnification, defense and hold harmless obligations under this Agreement, whether such claim, demand, action or cause of action is asserted in a legal, judicial, or administrative proceeding or action or by notice without institution of such legal, judicial, or administrative proceeding or action, Architect shall affirm in writing by notice to such Developer/Owner Indemnified Party that Architect will indemnify, hold harmless and, if applicable, defend (subject to the Owner Defense Limitations and Rights described below) such Developer/Owner Indemnified Party and shall, at Architect's own cost and expense, assume on behalf of the Developer/Owner Indemnified Party and conduct with due diligence and in good faith the defense thereof with counsel selected by Architect and reasonably satisfactory to such Developer/Owner Indemnified Party; provided, however, that in all such cases where the Owner is a named or becomes a named or indispensable party to any such proceeding or action, the Attorney General of the State of Georgia (the "**Attorney General**") or a Special Assistant Attorney General so appointed by the Attorney General (which may include counsel recommended by the Architect at the Attorney General's sole and absolute discretion) shall be the only party authorized to represent the interests of the Owner in any legal matter in which the Owner is a party or may be liable for payments or damages (whether by court decision, settlement or otherwise) (referred to herein as the "**Owner Defense Limitations and Rights**"); provided further, that as such relates to any Developer party which is a Developer/Owner Indemnified Party, such Developer party shall have the right to be represented therein by advisory counsel of its own selection, and at its own expense; and provided further, that if the defendants in any such action or proceeding include Architect and a Developer/Owner Indemnified Party and the Developer/Owner Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Architect, such Developer/Owner Indemnified Party shall have the separate right to be represented by (1) separate counsel to participate in the defense of such action or proceeding on its own behalf at the expense of Architect. For all purposes hereof

and for purposes of clarification, any and all reasonable legal costs and expenses incurred or allocated by the Owner which relates to matters covered by Architect's indemnification, hold harmless and, if applicable, defense rights shall, in all cases, be timely reimbursed by the Architect. Failure to timely pay such reimbursable legal costs and expenses to or on behalf of the Owner shall be treated like Damages and be subject to the payment of interest, collection and other applicable charges. In the event of the failure of Architect to perform fully in accordance with the defense obligations under this Section 12.5, any such Developer/Owner Indemnified Party may, at its option, and without relieving Architect of its obligations hereunder, so perform, but all Damages so incurred by such Developer/Owner Indemnified Party in that event shall be reimbursed by Architect to such Developer/Owner Indemnified Party, together with interest on same from the date any such cost and expense was paid by such Developer/Owner Indemnified Party until reimbursed by Architect at the interest rate set forth in this Agreement.

12.6 Enforceability. Except as otherwise set forth above, the indemnity, defense and hold harmless obligations for personal injury or death or property damage under this Agreement shall apply regardless of whether the Developer/Owner Indemnified Party was concurrently negligent (whether actively or passively), it being agreed by the Parties that in this event, Architect's respective liability or responsibility for such Damages under this Section 12 shall be determined in accordance with principles of comparative negligence. This Section shall not be construed in any circumstances to constitute an indemnification against any loss, damage, liability, cost or expense caused solely by the negligence of any Developer/Owner Indemnified Party. In the event that any indemnity provisions in this Agreement are contrary to Applicable Law, then the indemnity obligations applicable hereunder shall be applied to the maximum extent allowed by Applicable Law.

12.7 Tort Claims Fund. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Architect agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, Architect and its insured (if any) waive any right of subrogation against the State of Georgia, the Developer/Owner Indemnified Parties and the Fund and insurers participating hereunder, to the full extent of this indemnification. Architect shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Developer/Owner Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by a Developer/Owner Indemnified Party shall be binding upon Architect unless approved in writing by Architect. No settlement or compromise of any claim, loss or damage entered into by Architect shall be binding upon any Developer/Owner Indemnified Party unless approved in writing by such Developer/Owner Indemnified Party.

SECTION 13 DISPUTE RESOLUTION

13.1 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.

13.2 Negotiation. As a condition precedent to the institution of legal or equitable proceedings by any Party, the Parties' representatives shall attempt to resolve any claim or dispute arising out of or related to this Agreement through negotiation. If the Parties' representatives cannot resolve such claim or dispute within thirty (30) days, each Party shall

immediately designate a senior executive of authority to resolve the claim or dispute. The designated senior executives shall promptly begin discussion in an effort to agree upon a resolution of the claim or dispute within twenty-one (21) days of reference therein. If the senior executives cannot resolve the claim or dispute within such twenty-one (21) day period, then any Party may initiate legal or equitable proceedings in accordance with Section 13.3. All such negotiations shall be held in Atlanta, Georgia or at another location designated by Developer and agreed to by Owner (in its sole discretion).

13.3 Litigation. The Parties agree that any action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought against any of the Parties hereto only in the Superior Court of Fulton County, Georgia, and each of the Parties hereby consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection to venue laid therein. Pending resolution of any dispute arising under this Agreement, Architect shall, except as provided under Section 8.8, proceed diligently with the performance of this Agreement.

SECTION 14 SUSPENSION AND TERMINATION

14.1 Suspension. Developer shall have the right, in its absolute discretion, to suspend, from time to time, all or a part of the Services of Architect under this Agreement. The suspension shall be effective on the date indicated on the written notice of suspension, issued by the Developer, and delivered by Developer to Architect. As of the effective date of suspension, Architect shall cease its performance of all Services and the performance of all Services of its Subconsultants related to the Project in such a way that will allow for an orderly and efficient restart of their Services on the Project at a later date. Developer shall pay Architect pursuant to this Agreement for Services rendered and Reimbursable Expenses incurred up to the actual date of the shutdown. Performance of Services shall be resumed only after the delivery by Developer to Architect of a written notice of resumption. If all of the Services are suspended for more than three hundred sixty five (365) calendar days or if the aggregate of all such suspensions exceeds three hundred sixty five (365) calendar days, then Architect and Developer shall use good faith efforts to provide for Additional Compensation due to the effects of increases in Architect's costs of performing the Basic Services remaining to be performed under this Agreement (unless the cause of the suspensions is due to Architect or its Subconsultants), but unless the aggregate length of all such suspensions by Developer exceeds two (2) years and such suspensions are not due to the fault of Architect or its Subconsultants, Architect shall not have the right to terminate this Agreement based upon such suspensions. If the aggregate length of all suspensions of all of the Services by Developer exceeds two (2) years and such suspensions are not due to the fault of Architect or its Subconsultants, Architect shall have the right to terminate this Agreement at any time upon written notice to Developer prior to receipt by Architect of a written notice of resumption. Developer and Owner shall not be deemed to be in default based upon such suspensions, and Architect shall not be entitled to any further compensation or damages based upon the suspensions or Architect's election to terminate this Agreement; however, Architect shall be entitled to an adjustment to the Time Schedule for such suspension to the extent permitted under Section 6. Developer shall have no responsibility for any costs or expenses incurred by Architect in the termination or suspension of contracts that Architect may have with its Subconsultants. The calculation of any days of suspension shall not include any suspensions that may have occurred prior to the Effective Date of this Agreement.

14.2 Termination for Convenience. Developer shall have the right to terminate this Agreement or any part thereof at any time upon seven (7) days' advance notice to Architect without regard to any fault or failure to perform by any party, and solely for the Developer's convenience. Upon termination for convenience, Architect shall (a) immediately discontinue the Services on the date and to the extent specified in such notice, (b) place no further orders for contracts with its Subconsultants except as may be necessary for completion of such portion of the Services as is not discontinued, (c) cooperate with Developer and Owner for the efficient transition of the terminated Services, (d) cooperate with Developer and Owner in the transfer of all Work Product relating to such terminated Services, whether completed or uncompleted, and (e) thereafter execute only that portion of the Services not terminated (if any). In the event of such termination, Developer shall pay Architect pursuant to this Agreement for Services rendered and Reimbursable Expenses incurred up to the effective date of the termination. Without intending to limit the mutual agreement of the Parties that the Developer shall be solely responsible for the payment of all Services, Reimbursable Expenses and other costs and expenses arising under this Agreement, by execution of this Agreement the Architect covenants and agrees that neither Developer nor Owner shall have any further liability for compensation, expenses or damages to Architect as a result of such termination, including any liability for any unabsorbed overhead or anticipatory profit or for any costs or expenses incurred by Architect in the termination of contracts that Architect may have with its Subconsultants or any other Persons. In the case of Developer's termination for convenience, Developer and Owner, as the case may be, shall retain all applicable rights under this Agreement or at law or in equity.

14.3 Termination for Default.

14.3.1 Default. If Architect shall at any time (i) refuse or fail to provide sufficiently skilled and qualified design professionals and other personnel; (ii) fail in any material respect to prosecute the Services according to the Time Schedule; (iii) cause, by any act or omission, the stoppage or delay of or interference with any work or services of Developer or consultants working on behalf of Developer; (iv) fail to make payment to its Subconsultants in accordance with the respective Subcontracts; (v) disregard Applicable Law or Applicable Codes and Standards; (vi) materially fail to comply with any provision of this Agreement; or (vii) become insolvent, have a receiver appointed, or make a general assignment for the benefit of its creditors, in which such case of insolvency, receivership or assignment the cure provisions found below shall not apply, (each of the foregoing being a "**Default**") then, following Developer's written notice to Architect specifying the general nature of the Default, unless Architect cures such condition within fifteen (15) Days, or if the Default is impossible to cure within such fifteen (15) Days but Architect has commenced corrective action and cures such condition within an additional fifteen (15) Days, Developer, at its sole option and, without prejudice to any other rights that it has under this Agreement, at law or in equity and, without further notice to Architect, may take such steps as are necessary to overcome the condition, in which case Architect shall be liable to Developer and Owner for all Damages incurred by Developer or Owner in connection therewith, or terminate for Default Architect's performance of all or any part of the Services. In the event of termination for Default under this Section 14.3, Architect shall not be entitled to any further compensation under this Agreement until the Services have been fully completed and accepted by Developer in writing and any Disputes in connection with such completion are resolved. At such time, if the unpaid balance of the Fixed Fees shall exceed

all Damages incurred by Developer (including payments made to a substitute architect to complete the Services, and any and all Damages for failure of performance, including delay, and cost of financing or interest on such expense from the date such expense was incurred by Developer at the rate specified in Section 8.11), then such excess shall be paid by Developer to Architect. If such amount shall exceed such unpaid balance, then Architect shall pay Developer the difference on demand. In no event shall Architect be entitled to receive any amount for unabsorbed overhead or anticipatory profit as a result of termination under this Section 14 for any reason whatsoever. Developer, at its sole option, may take assignment of any or all of the Subcontracts upon its written notice to any Subconsultant.

14.3.2 Additional Rights and Obligations upon Termination. In the event Developer terminates this Agreement in whole or in part for Default, Architect shall (i) immediately discontinue Services on the date and to the extent specified in the notice, (ii) place no further orders for Subcontracts except for those Services not so terminated, if any, (iii) cooperate with Developer for efficient transition of the terminated Services, (iv) cooperate with Developer in the transfer of all design documents relating to such terminated Services, whether completed or uncompleted, and (v) thereafter execute only that portion of the Services not terminated, if any. Developer, at its sole option, may take assignment of any or all of the Subcontracts upon its written notice to any Subconsultant.

14.3.3 Erroneous Termination for Default. If any termination for Default by Developer is found to be not in accordance with the provisions of this Agreement or is otherwise deemed to be unenforceable, then such termination for Default shall be deemed to be a termination for convenience under Section 14.2.

14.4 If, through no fault of the Architect, Developer does not pay the Architect undisputed amounts due within thirty (30) days after the date required for payment under the Agreement, then the Architect may, upon seven (7) additional days' written notice to the Developer, suspend its performance under the Agreement until payment of the undisputed amounts has been received. The Architect may terminate the Agreement for default if the Architect has suspended its performance under this Section 14.4 for a period of sixty (60) consecutive days, provided that after the occurrence of the sixty-day period, the Architect first gives the Developer seven (7) days' written notice and the Developer has failed to cure such default.

SECTION 15 MISCELLANEOUS

15.1 Assignment of this Agreement. Architect shall not, without Developer's and Owner's written consent, assign or transfer any or all of its interest in this Agreement, or any claim under this Agreement, or delegate any of its duties under this Agreement, and any such assignment or delegation shall be null and void and of no effect. **The Owner reserves the absolute right to assign or otherwise transfer any or all of its interests in this Agreement to any successor governmental entity or as otherwise authorized by provisions of Applicable Law.** Developer, with prior notice to, and agreement of Owner which shall not be unreasonably withheld, may assign or otherwise transfer any or all of its interests in this Agreement to any Person who is a permitted assignee or transferee under the MOU. Upon any such assignment and assumption of this Agreement by such assignee, Developer shall be relieved of any obligations under this Agreement arising from and after the date of the assignment. In addition,

Developer may assign its rights, title and interest in to and under this Agreement for security purposes to any Construction Lender and any other lender to Developer. Any Construction Lender or other lender taking an assignment for security purposes of Developer's interests in this Agreement shall not have any liability to Architect under this Agreement, unless and until such lender forecloses or otherwise becomes the owner of Developer's interest in the Project and then only for services requested by such lender during its period of ownership. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns and legal representatives.

15.2 Construction Lender. In addition to other assurances provided in this Agreement, Architect acknowledges that Developer may obtain financing for or in connection with the Project and Architect agrees to cooperate with Developer and any Construction Lender in connection with such financing (and any refinancing), including delivering, as a condition to any such financing or refinancing, such documentation and information as is customary for a financing or refinancing of such type and entering into direct agreements with such Construction Lender, as required by such Construction Lender, covering matters that are customary in a financing or refinancing of such type, including: Construction Lender assignment or security rights with respect to this Agreement; opinions; direct notices to Construction Lender, with applicable cure periods, prior to any termination, suspension or other similar action; step-in/step-out rights; an obligation on the Parties not to amend the Agreement without Construction Lender's consent; and access by such Construction Lender's representative and other matters applicable to such financing or refinancing.

15.3 Entire Agreement. This Agreement represents the entire agreement between Developer, Owner and Architect concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations and agreements, written or oral, relating to the same. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless it is in writing signed by the Parties.

15.4 Notices. All notices and invoices to be given under or pursuant to this Agreement shall be in writing, addressed to a Party (and with respect to Developer, also to Developer Representatives) at its respective address(es) set forth below and delivered in person, by first class mail, postage prepaid, by facsimile copy to the facsimile number shown below with a duplicated copy sent by first class mail, or by overnight delivery service that provides confirmation of delivery and will be deemed to have been delivered and received on the date of delivery, if received by 5 p.m. local time on a Business Day to all persons entitled to receive the notice or communication or a copy thereof, and if not, then on the next Business Day after delivery to all such Persons. Any change in an address may be changed by the delivery of a notice in compliance with the provision of this Section 15.4.

If to Developer:

Atlanta Falcons Stadium Company, LLC
Attn: Mr. Gregory G. Beadles
Executive VP & Chief Financial Officer
Atlanta Falcons
4400 Falcon Parkway

Flowery Branch, GA 30542
Facsimile No.: 770-965-4333
Email: gbeadles@falcons.nfl.com

With copy to: Mr. William E. Darden, Jr.
Darden and Company
2146 Tayside Crossing, Suite 200
Kennesaw, Georgia 30152
Facsimile No.: 770-499-2420
Email: bdarden@dardencompany.com

With copy to: ICON Venue Group, LLC.
8101 E. Prentice Avenue, Suite 900
Greenwood Village, CO 80111
Attn: Mr. Tim Romani, President and CEO
Facsimile No.: 303-796-2658
Email: tromani@romanigroup.com

If to Owner:
Georgia World Congress Center Authority
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attn: Executive Director
Email: fpoe@gwcc.com

With copies to:

Office of the Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
Attn: Deputy Attorney General,
Commercial Transaction and Litigation Division

Owen, Gleaton, Egan, Jones & Sweeney, LLP
1180 Peachtree Street, N.E., Suite 3000
Atlanta, Georgia 30309
Attn: J. Pargen Robertson, Jr.

If to Architect:

360 Architecture Inc
Mr. William Johnson
300 W 22nd Street
Kansas City, MO 64108
Facsimile No.: 816-472-3327
Email: bjohnson@360architects.com

With copy to: 360 Architecture Inc
Ms. Chris Trainer
300 W 22nd Street
Kansas City, MO 64108
Facsimile No.: 816-472-3327
Email: ctrainer@360architects.com

15.5 Confidentiality.

15.5.1 “Confidential Information” means (i) any Work Product and (ii) all information (whether or not specifically labeled or identified as confidential), in any form or medium, which is disclosed to or learned by Architect in the performance of this Agreement, or acquired directly or indirectly such as in the course of discussions or investigations by Architect, and which relates to the business, products, services, research or development, suppliers, distributors, clients, or customers of Developer, any Developer Affiliate or Owner, or which relates to similar information of a third party who has entrusted such information to Developer, any Developer Affiliate or Owner, including specialized know-how, technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial or business information, models, list of actual or potential customers or suppliers, novel analysis, work papers, studies or other documents which contain, reflect, or are based on such information.

15.5.2 Treatment of Confidential Information. As part of Architect’s engagement hereunder, Architect shall have access and contribute to information and materials of a highly sensitive nature (including Confidential Information). Architect hereby agrees that it and its directors, officers, employees, Affiliates, partners, shareholders, Subconsultants, agents or other representatives of Architect shall not (without in each instance obtaining Developer’s and Owner’s prior written consent) disclose, make commercial or other use of, or give or sell to any Person any Confidential Information received directly or indirectly from Developer, a Developer Affiliate or Owner or acquired or developed in the course of this Agreement unless: (i) Architect is required to do so pursuant to law (and then only after Architect has given Developer and Owner prompt written notice of the legal compulsion and provided Developer and Owner with cooperation in any attempt Developer or Owner may make to gain a protective order acceptable to Developer and Owner in writing); (ii) it is rightfully in the possession of Architect from a source other than Developer, a Developer Affiliate or Owner prior to the time of disclosure of the information to Architect under this Agreement; (iii) it was in the public domain prior to the time of receipt; (iv) it became part of the public domain after the time of receipt by any means other than an unauthorized act or omission on the part of Architect or its directors, officers, employees, Affiliates, partners, shareholders, Subconsultants, agents or other representatives of Architect; (v) it is supplied to Architect after the time of receipt without action by a third party who is under no obligation to Developer, a Developer Affiliate or Owner to maintain such information in confidence; or (vi) it was independently developed by Architect prior to the time of receipt. Architect’s confidentiality and non-disclosure obligations shall survive the expiration or termination of this Agreement for a period of ten (10) years following the expiration or earlier termination of this Agreement. All Confidential Information, regardless of form, shall be the property of Developer, the applicable Developer Affiliate or Owner, as the case may be, and shall be returned to Developer, the applicable Developer Affiliate or Owner at the expiration or

earlier termination of this Agreement; provided, however, Architect may, with Developer's and Owner's written consent, be entitled to retain one copy of such Confidential Information for its records, provided that adequate protections continue to remain place to protect such Confidential Information.

15.5.3 Permitted Disclosure of Confidential Information. Subject to Section 15.5.2, Architect may disclose Confidential Information without the prior written consent of Developer and Owner only to those directors, officers, employees, Affiliates, partners, shareholders, Subconsultants, agents or other representatives of Architect as need to know such information solely for the purpose of fulfilling Architect's obligations under this Agreement or as otherwise permitted hereby, and Architect further agrees that (i) all such Persons who receive Confidential Information shall be informed of the confidential nature of such information and the requirement that it not be used other than in connection with the fulfillment of its obligations under this Agreement; and (ii) Architect shall be responsible for any breach of these confidentiality obligations by all such Persons.

15.5.4 Press Releases. Architect shall not make any press releases or other public announcements regarding this Agreement or Architect's involvement in the Project without obtaining Developer's and Owner's prior written consent, which shall not be unreasonably withheld.

15.6 Estoppel Certificates. Within ten (10) days after delivery of a request of Developer, Architect shall deliver to Developer, Owner, any Construction Lender or prospective Construction Lender, any other lender or prospective lender of Developer and any other party interested in the status of this Agreement for any purposes related to the Project an estoppel certificate stating (with such modifications as may be necessary to make such statements true) that: this Agreement is in full force and effect and is unamended; neither Developer nor Owner is not in default under this Agreement; the amount of the Fixed Fees which has been paid to Architect; and such other matters regarding this Agreement or Architect as may reasonably be required.

15.7 Survival. Sections 10 through 15 shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond the termination or expiration of this Agreement.

15.8 Headings. The headings and captions used in this Agreement are for convenience only and shall have no effect upon the proper construction of the substantive terms of this Agreement.

15.9 Severability. If any provision of this Agreement is declared to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of this Agreement.

15.10 Exculpation. In the event of a default under this Agreement by Developer, Architect shall look solely to the assets of Developer for payment, and none of Developer's Affiliates, partners or members shall under any circumstances be liable to Architect for any amount that may be due and owing by Developer to Architect or for any judgment that

Architect may obtain against Developer. Architect shall not name any of Developer's Affiliates, partners or members in any suit or arbitration to enforce this Agreement.

15.11 No Third Party Beneficiaries. Except for any applicable Governmental Authority designated by Owner or Developer and any Construction Lender, the Parties do not intend any third party to be a beneficiary of all or any part of this Agreement.

15.12 Interpretation. The meanings specified in Section 2 are applicable to both the singular and plural. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement taken as a whole, and the term "include," "includes" or "including" means "including, without limitation." Reference in this Agreement to an Article or Section shall be a reference to an Article or Section contained in this Agreement (and not to any Exhibits or Schedules to this Agreement) unless expressly stated otherwise, and a reference in this Agreement to an Exhibit or Schedule shall be a reference to an Exhibit or Schedule to this Agreement unless expressly stated otherwise.

15.13 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

15.14 Counterparts. This Agreement may be executed in counterparts which when taken together shall constitute one and the same instrument.

15.15 [Reserved].

15.16 Priority. The documents that form this Agreement are listed below in order of priority, with the document having the highest priority listed first and the one with the lowest priority listed last. Subject to the definition of Applicable Codes and Standards regarding conflicts therein, in the event of any conflict or inconsistency between a provision in one document and a provision in another document, the document with the higher priority shall control. In the event of a conflict or inconsistency between provisions contained within the same document, then the provision that requires the highest standard of performance on the part of Architect shall control. The Agreement is composed of the following documents, which are listed in order of priority:

15.16.1 Architect Additional Service Requests or written amendments to this Agreement;

15.16.2 This Agreement; and

15.16.3 Exhibits to this Agreement.

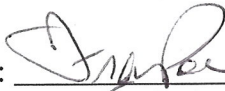
15.17 Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

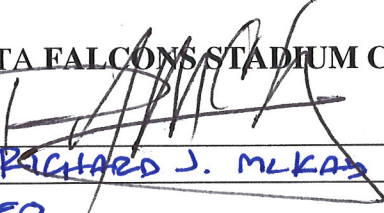
OWNER:
AUTHORITY

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER

By: 
Name: FRANK P. P. P.
Title: EXECUTIVE DIRECTOR

DEVELOPER:

ATLANTA FALCONS STADIUM COMPANY, LLC

By: 
Name: RICHARD J. MCKAY
Title: CEO
Its:

ARCHITECT:

360 ARCHITECTURE INC

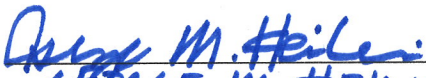
By: 
Name: GEORGE M. HEINLEIN
Its: SENIOR PRINCIPAL

EXHIBIT A

PROJECT DESCRIPTION AND THE POTENTIAL SITES

Developer and the GWCCA intend for the NSP to be a distinctly iconic landmark for the City of Atlanta and the State of Georgia that incorporates the latest in environmentally sustainable technology related to design, construction, and ultimate operations. Some level of LEED certification shall be presumed to be required, and such level will be determined as the design phase of the NSP progresses. In addition to being multifunctional and state of the art, the NSP will be designed to meet the applicable standards and specifications of the NFL, the NCAA, and MLS, with the ability to be converted for purposes of hosting a FIFA World Cup soccer match. The NSP will also be competitive with similar facilities recently constructed throughout the world. It is the intention of Developer and the GWCCA that all activities and services supporting the design, construction, and operation of the NSP will be performed in a manner that will advance the development of disadvantaged business enterprises (DBE) in the City of Atlanta and the State of Georgia to the extent consistent with competition and with the objective of obtaining the highest quality performance of the work required.

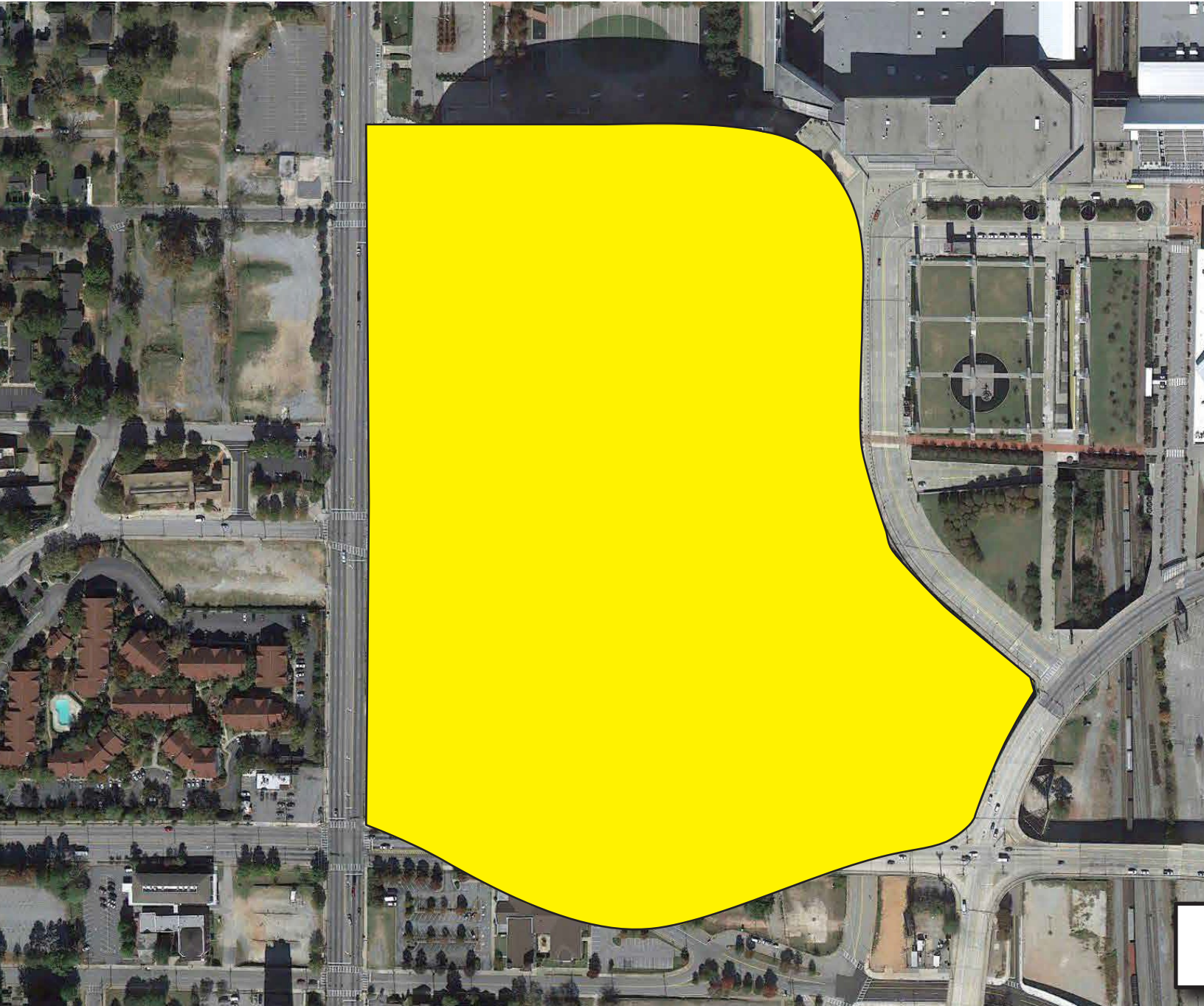
Developer and the GWCCA envision a successful iconic design that will provide for permanent seating for 66,000 to 72,000 for NFL games, including luxury suites and other premium seating opportunities. The design will also need to allow for expandable seating to 80,000 for marquee events such as Super Bowls and World Cup Soccer final matches. In addition, planning for the NSP site shall include consideration of VIP parking spaces and sufficient parking for teams, building tenants, and venue employees. In addition to the NFL, the NSP will be designed to host other sporting events as well as concerts and other music events, family shows, extreme sports, general public assembly events, stage shows, and other special events. Likewise, the NSP will have the requisite features and amenities to make it an attractive and competitive site for other major sports and entertainment events, such as national touring performers and similar events of national prominence.

The NSP will include all accommodations required to operate a multipurpose sports and entertainment venue, including administrative and team offices, luxury suites, club seats, restaurants, club lounges and other premium areas, concessions, operations offices, commissary storage and kitchen, public washrooms, building receiving area/loading dock, employee lounge, building services area, engineering office and shop, ticket office and windows, team store, dressing room facilities to accommodate four teams simultaneously, officials' dressing room, other dressing room facilities as needed, press box, audio/visual control room, venue storage, rigging and catwalks to support multiple types of events, first aid office, event office, and other standard programmed space needed to support the NSP. Furthermore, the NSP will be in compliance with the Americans with Disabilities Act and all state and local laws, codes, regulations and/or ordinances, and provide sufficient circulation space on concourses to minimize congestion while serving capacity or near-capacity crowds. The retractable roof will allow the NSP to be used for indoor events. Functionality will be prominently factored into the design of the NSP along with ease of maintenance. The NSP will also contain the features and

amenities expected by an NFL franchise and major national touring entertainers as well as the spectators, luxury suite-holders, and premium seat purchasers for these and similar events. In addition, the NSP, its systems, fixtures, and furnishings will be designed for durability while maintaining the overall quality and aesthetics expected for modern venues of this nature.

EXHIBIT A-1

South Site



North Site

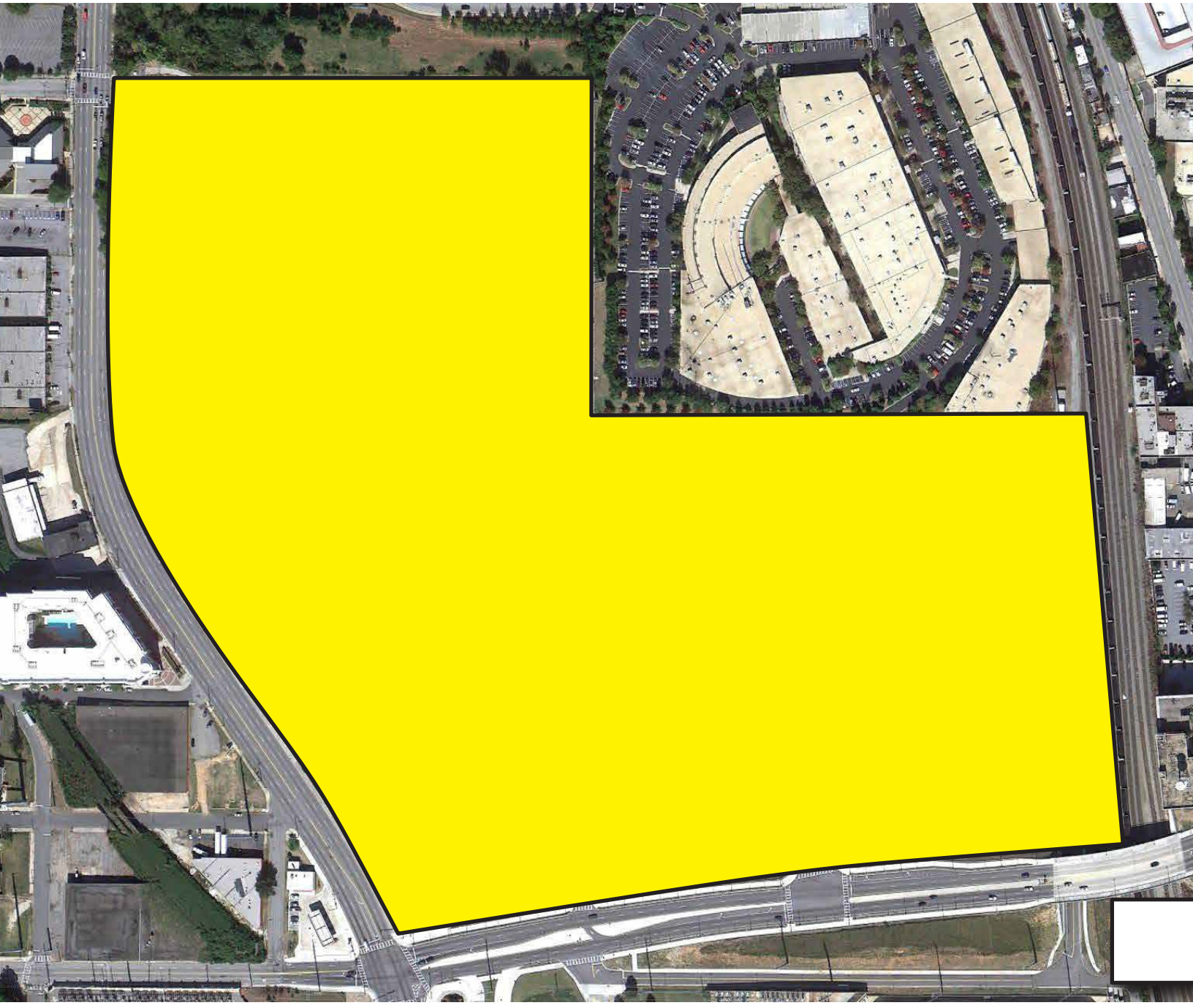


EXHIBIT B

SUBCONSULTANTS

<u>Discipline</u>	<i>[To be determined.]</i> <u>SubConsultant</u>	<u>Fee (including expenses)</u>
Structural		
Seismic/Wind Studies and Analysis		
Civil		
Plumbing		
Electrical		
Code/Permitting		
Acoustics, Noise and Vibration Control		
Vertical Transportation		
Space Planning for Offices		
Audio/Visual, including		
- Telecommunications		
- Scoreboard		
- Security system		
- SMATV		
- Broadcast cabling		
Mechanical		
Fire Protection		
Fire Life Safety		
Food Service and Concessions		
Landscaping and Irrigation		
Lighting		
Security system		
Directional and wayfinding		
Structural support for rigging/fall arrest		
ADA Consultant		
Turf consultant		

EXHIBIT C

DESCRIPTION OF GMP DRAWINGS AND SPECIFICATIONS

[To be developed as determined by Developer or as required under the Construction Schedule.]

EXHIBIT D

TIME SCHEDULE

<u>Design Phase/Delivery/Task</u>	<u>Start Date</u>	<u>Finish Date</u>
Programming/Conceptual Design	04/30/13	05/27/13
Conceptual Design Approval		06/03/13
Schematic Design Phase	06/04/13	10/31/13
Deliver 50% SD Set to Developer		07/15/13
■ CM Estimate - 50% SD Set	07/15/13	07/29/13
Deliver 100% SD Set to Developer		09/24/13
■ CM Estimate - 100% SD Set	9/24/13	10/14/13
100% Schematic Design Approval		NLT 10/31/13
Design Development Phase	NLT 10/31/13	04/18/14
Deliver 50% DD Set to Developer		01/09/14
■ CM Estimate - 50% DD Set (IGMP)	01/09/14	02/02/14
Deliver 100% DD Set to Developer		03/18/14
■ CM GMP Proposal	03/18/14	04/18/14
■ GMP Review and Negotiation	04/18/14	05/05/14
Design Development Approval		04/18/14
Construction Document Phase	04/21/14	02/13/15
[Alternate GMP Pricing Set to CM]	05/23/14	
[Alternate CM GMP Proposal]	05/23/14	07/08/14
[Alternate GMP Review/Negotiation]	07/08/14	07/22/14
Deliver 100% Construction Documents		02/13/15
Final Construction Document Approval		03/01/15

EXHIBIT E
DEVELOPER'S CONSULTANTS

[To be determined.]

EXHIBIT F - BILLING RATE SCHEDULE

SCHEDULE OF HOURLY RATES FOR ARCHITECT UNILATERAL HOURLY SERVICE DIRECTIVES

The following hourly rates include all costs, Taxes, duties, overhead, profit, markup and each and every item of expense, except for Reimbursable Expenses as set forth in the Agreement, and shall be applicable to all Services performed by Architect and any of its Subconsultants, as further described below.

<u>Classification</u>	<u>Current Rate</u>	<u>Forecasted - 2017</u>
Senior Principals	\$240 - \$320	\$335 - \$375
Principals / Project Directors	\$150 - \$220	\$225 - \$330
Senior Project Managers	\$150 - \$220	\$205 - \$275
Junior Project Managers	\$140 - \$200	\$160 - \$200
Sustainability Faciliatators	\$140 - \$250	\$175 - \$220
Senior Project Architects / Designers	\$130 - \$200	\$180 - \$250
Junior Project Architects / Designers	\$100 - \$190	\$100 - \$175
Senior Staff Architects /Interiors / Graphics/Planning	\$ 80 - \$100	\$135 - \$165
Junior Staff Architects / Interiors / Graphics / Planning	\$ 70 - \$ 80	\$ 80 - \$130
CA Coordinators / Administrative Staff Support	\$ 60 - \$ 70	\$ 75 - \$100
Student Architects / Student Interiors	\$ 45 - \$ 55	\$ 60

*Please note these hourly rates are current with escalation (as requested) through 2017.

EXHIBIT G
SCOPE OF SERVICES

SCHEDULE G-1

ARCHITECTURAL PROGRAM

SCHEDULE G-2

BASIC PROGRAM

Atlanta New Stadium Project

Preliminary Facility Program

Table of Contents

- I. Project Summary**
- II. Patron Facilities**
- III. Food Service and Merchandising**
- IV. Exhibit/Meeting Facilities**
- V. Event Facilities**
- VI. Team Facilities**
- VII. Media Facilities**
- VIII. Operations Staff Facilities**
- IX. Retractable Roof**
- X. Mechanical and Electrical Systems**
- XI. Audio/Visual and Information Technology Systems**
- XII. Other Building Systems**

I. Project Summary

a. Project Description

The New Stadium Project (“NSP”) consists of a new retractable roof approximately 1,800,000 square foot multipurpose state-of-the-art entertainment and sports stadium to be developed by Atlanta Falcons Stadium Company, LLC (the “Developer”) and owned by the Georgia World Congress Center Authority (the “Authority”). The NSP will be the home venue for the National Football League’s (“NFL”) Atlanta Falcons (“Falcons”), and host other professional and amateur sports, entertainment, cultural and commercial events, including Major League Soccer (“MLS”) games, National Collegiate Athletic Association (“NCAA”) football games and other major events, subject to coordination with the Authority. The NSP is to create an iconic landmark for the City of Atlanta and the State of Georgia while incorporating the latest in sustainable/LEED advancements related to design, construction and ultimate operations. The NSP will have permanent seating for 66,000 – 72,000 for NFL games, including luxury suites and other premium seating opportunities. The design will also need to allow for expandable seating to 80,000 for hosting marquee events such as Super Bowls and World Cup Soccer final matches (including field dimensions to meet the FIFA World Cup Standard) and also should allow for future permanent seating expansion if desired in the future. In addition, planning for the NSP site should include consideration of VIP parking spaces and sufficient parking for teams, building tenants, and NSP employees. The NSP should consider a “Plaza Space” adjacent to the “Front Door/Main Entrance” of the NSP to allow hospitality, tailgating, entertainment and sponsor activation similar to the space in Seattle, Philadelphia or Dallas. The NSP shall also include administrative and team offices, stadium operations offices, concessions facilities including offices, concessions stands, concession commissary and storage, kitchens and pantries, public washrooms, premium club and other dining facilities, building receiving area/loading dock,

employee lounge, building services area, engineering office and shops, ticket office and windows, team(s) store, dressing room facilities to accommodate four (4) teams simultaneously, officials/star dressing rooms, other dressing room facilities as needed, press box, audio/visual control room, stadium storage, first aid office, event office, and other spaces needed to support this facility.

The retractable roof will allow the NSP to be used for indoor events (such as SEC Championship or NCAA Final Four Basketball) and can be closed and climate-controlled for all events if needed due to inclement weather.

b. Location

- On the Georgia World Congress Center Campus as outlined in Exhibit A-1.

c. Uses

- NFL stadium with multi-purpose capabilities, including hosting MLS, NCAA and other large-scale sports and entertainment events
- Lead tenant will be the Falcons. Total capacity for NFL games should be approximately 66,000 – 72,000 seats.
- Secondary tenant could be a MLS team. Stadium should feel “right sized” for MLS and similar events.
- The design must include capability to host major events such as a Super Bowl, MLS “friendlies”, NCAA Football Bowl Games, and FIFA World Cup Finals. Ideally, seating will be scalable to accommodate up for 80,000.

d. Stakeholders

- Owner: Georgia World Congress Center Authority
- Operator: Atlanta Falcons Stadium Company, LLC, an affiliate of Atlanta Falcons Football Club, LLC

II. Patron Facilities

a. Seating Bowl

- Permanent seating capacity of approximately 66,000 – 72,000 including general, club and suite seating
- Optimize seating capacity in lower terrace and along sidelines

b. General Seating

- All fixed seating to be riser-mounted self-rising chairs including upper and lower bowl
- Minimum aisle width of 48 inches
- Galvanized steel railings to be provided at all vertical aisles, vomitories and front of all seating sections – alternative options considered if sight lines are compromised
- First row of seats no less than 5 feet above field
- All seats to have cup holders
- Minimum Tread Depths:
 - o Lower Bowl: 34 inches
 - o Upper Bowl: 33 inches

- Minimum Seat Width:
 - o Lower Bowl: 20 inches
 - o Upper Bowl: 19 inches
- Typical number of seats per row will be no more than 24

c. Accessible Seating

- Accessible seating and companion seating to be provided in compliance with current ADA requirements

d. Suites

- Total Suite Count approximately 120 as itemized below:
 - o Owner's Suite: Total Quantity = 1 (50 individual seat capacity with minimum total capacity of 50)
 - o Private Suites: Total Quantity = 119 (24 to 30 individual seating capacities)
- Field level suites should also be considered (EZ Field suites e.g., in Seattle) 20 in quantity with 10 in each end zone – these are to be part of the Private Suite quantity above. 20 individual seating capacity each Field Level Suite
- o Future Suite Build-out: Total Quantity = To be clarified via Amendment
- Typical Suite:
 - o Combination of fixed stadium seats and barstools
 - o Minimum Seat Width: 24 inches – fully upholstered
 - o Minimum Tread Depth: 36 - 39 inches
 - o Operable glass enclosure on field side to be operated by suite holder to allow interior of suite to be enclosed/locked from interior bowl
 - o Minimum amenities: under-counter refrigerator and ice maker, sink, lounge furniture, two flat screen televisions, wet bar with cabinetry and integrated sound system
 - o Common restrooms and/or private restrooms, with upgraded finishes, will be provided at the suite level for the exclusive use of the suite holders.

e. Club Seating/Club Lounge/Locker Room Club

- Seating
 - o Total capacity of approximately 10,000. Seating to be located on sidelines in lower and/or mid seating bowls
 - o Seats to be a minimum of 21 inches wide and will have padded seats and backs
 - o Tread depth minimum of 36 inches
 - o Typical number of seats per row will be no more than 20
- Club Lounge
 - o Club lounges of sufficient number and size required to provide premium services to all club seating patrons
 - o Include bars, concessions, pre-game buffet and toilets
 - o Clubs must include facilities for in-seat service wait staff
 - o Should consider “all-inclusive” food and beverage
- Two (2) Public Exterior Balcony/Bar Spaces for general ticketed patrons

f. Concourses

- Concourses to appropriately service patrons with toilets, concessions, merchandise stores, and audio/visual elements of game experience
- Adequate width and clear passage to allow proper circulation and include areas for promotional activities, gathering and advertising
- Optimize locations that can accommodate portable concessions

g. Toilets

- Toilets for men (50%) and women (50%) to be provided with proper distribution on every concourse level in compliance with local building codes (general guidelines as follows)
- Toilet Facilities to be designed to be comparable with other current NFL facilities
- Sustainable solutions for toilets should be included
- General Seating Areas:
 - o Lavatories: 1 per 150 Females; 1 per 200 Males
 - o Water Closets: 1 per 60 Females; 1 per 300 Males
 - o Urinals: 1 per 90 Males
 - o Tempered Water
- Club Seating Areas:
 - o Lavatories: 1 per 125 Females; 1 per 125 Males
 - o Water Closets: 1 per 50 Females; 1 per 200 Males
 - o Urinals: 1 per 75 Males
 - o Hot and Cold Water Service
- Suite Levels:
 - o Each Suite to have a bathroom. The suite Level to be further accommodated by:
 - o Lavatories: 1 per 125 Females; 1 per 125 Males
 - o Water Closets: 1 per 50 Females; 1 per 200 Males
 - o Urinals: 1 per 75 Males
 - o Hot and Cold Water Service
- Janitor's closet to be provided for every other public toilet room (on average)
- Family toilets
 - o ADA accessible unisex toilet facilities to be provided for accessible or family use
 - o Minimum of 2 Family Toilets for each quadrant on each level of general seating
 - o 2 Family Toilets per Club

h. Ingress/Egress

- Stadium entries and exits should take advantage of any existing points of interest at the site, and tie into existing infrastructure
- Entries and exits must accommodate large crowds, ticket taking, and advanced security amenities

i. Vertical Transportation

- Passenger Elevators
 - o To be designed per code to optimally transport spectators to each level with customer service and satisfaction as a focus
 - o Minimum size of 6 feet x 8 feet with minimum capacity of 5,500 pounds
 - o Elevators to be equipped with audio and video feeds to stadium broadcast
 - o Dedicated elevators for Coach's booths should be considered

- o Multiple press elevators should be considered
- o Have private elevator from Owner's suite to the field level
 - Escalators
- o To be compliant with all current code requirements
- o Minimum of 48 inches in width and must be reversible
- o Designed to optimally transport spectators vertically to all levels of the stadium
 - Stairs/Ramps
- o To be compliant with all current code requirements
- o Ramps to be designed to accommodate maintenance and concession vehicles
 - a. Minimum width of 15 feet
 - b. Minimum Height of 10 feet
- o To be a mix of internal and external circulation, but all suite and club stairs should be interior only
- o Concepts for standing room only patrons should be considered

j. Ticketing

- Central Ticketing office to be located at street level for easy public access
- Central Ticketing must accommodate a minimum of twelve (12) ticket windows and office staff with private offices, conference room, restrooms, break area, counting room, server room, vault, and settlement room with secure access to armored car pickup.
- Day of game kiosks to be located near major entries
- Ticket Will Call to be located adjacent to Central Ticketing

k. Guest Services

- Information Stations at each public level provided to serve guest needs
- Hall of Fame
 - o Adjacent to the Team Store preferably with a dedicated entrance from the exterior.
 - o Content displays should include things such as audio, video, memorabilia, reader rails, graphics and interactive elements. A dedicated A/V room and storage will be required.
- NFL Play 60 Children's Learning Center
 - o Large room where children can visit year round to learn more about the NFL's Play 60 Initiative
 - o Interactive displays and videos teaching kids about nutrition, fitness and the NFL Player's training/life's should be incorporated
 - o Should be located next to the Team Store, have a dedicated entrance from the exterior and restrooms provided
- First Aid
 - o Located on service level with convenient access to elevators and ambulance
 - o Auxiliary first aid stations to be located throughout stadium
- Communications (public telephones, mobile charging stations)
- ATMs
- Drinking Fountains
 - o Non-Refrigerated: to be provided on event level and all general concourses
 - o Refrigerated: to be provided on all club concourses and suite levels
 - o Must comply with local code and/or be at least two per concourse quadrant

III. Food Service and Merchandising

a. Food/Beverage

- Concessions – to be primarily designed by food service operator, however space must be designed to appropriately serve patrons from multiple locations throughout stadium with following minimum ratios:
 - o General Seating: 1 POS per 175 spectators and 5 lineal feet/POS
 - o Club Seating: 1 POS per 75 spectators and 5 lineal feet/POS
 - o Fixed concessions must have sufficient MEP and food service infrastructure to support sales
 - o Portable concessions to be placed throughout stadium with electrical and tel/data services provided
- Restaurant
 - o One (1) full service restaurant to be conveniently located to accommodate ticketed, game day patrons
 - o Restaurant to be open for patrons during private events
 - o Street access with dedicated elevator and stair access
 - o Dedicated full service kitchen adjacent to the restaurant
 - o Dedicated restrooms
- Bars
 - o To be provided in Club Levels and Suite Level
- Club Lounges
 - o Club lounges with sufficient food and beverage services to accommodate all club seating patrons
 - o Include bars, concessions, pre-game buffets and toilets
 - o Club lounges must include facilities for in-seat service wait staff

b. Kitchens/Commissaries

- Central Kitchen/Commissary
 - o Located on event level convenient to dedicated food service loading dock and a freight elevator
 - o Equipped for preparation of food for concessions, clubs, suites, catering, and restaurants
 - o Includes concession employee lockers, toilets, laundry, and offices also preferably at event level
 - o Storage and staging for dry goods, frozen and refrigerated foods, pallets, alcoholic beverages and carts
- Vendor Commissaries
 - o On all general concourse levels with one vendor per 200 patrons and a minimum of 10 square feet per vendor position
 - o On premium seating levels, these areas will be for in-seat wait staff
- Pantries
 - o On suite levels and each club lounge to provide support for in-suite catering and pre-game buffets in club lounges
 - o One large pantry in each club lounge with supporting smaller club pantries
- Empties Storage– recycling and waste facilities
- Cart Storage and Wash Down Arenas

c. Merchandising

- Team Store

- o Central store on street level should be accessible from both the interior and exterior on game days and non-game days
- Auxiliary Team/Merchandise Stands
- o Provided at fixed and mobile locations throughout stadium near major entries
- o One merchandise stand in each club lounge
- Novelty Stands
- o Finished shell with access door, ceiling and service counter at concourses with overhead grilles for merchandise sales
- Merchandise Storage on event level to accommodate team store and mobile merchandise near freight elevators

IV. Exhibit/Meeting Facilities

a. Convention Space

- Areas within NSP will be multi-use and convertible for convention and exhibition space

b. Meeting Facilities

- Suites and other spaces within NSP will be multi-use and convertible for meeting space

c. Restrooms

- Restroom facilities are required to support event floor when in convention and exhibition configuration along with sufficient restrooms for all convertible meeting space

V. Event Facilities

a. Event Floor/Field

- Accommodate multiple configurations for sports and conventions
- Designed to accommodate all NFL, MLS, NCAA and FIFA facility standards
- Two entrances to accommodate large truck access to event floor

b. Stage/Rigging

- Designed to accommodate large touring concert and entertainment acts in end and center stage configurations

c. Scoreboard/AV

- State-of-the-art technology comparable to current NFL and international stadiums with sufficient dedicated storage for related equipment

d. Control Rooms

- Located on event level and press level to accommodate Scoreboard and AV control equipment

e. Public Announcer Booth

f. Rain & Snow Tarp Storage to be considered

g. Broadcast Facilities

- An in-house television and radio broadcast facility to be used by Team to produce Team shows, Web Content, TV Partner Content and etc for both radio and television. This facility would be fully equipped for production and studio capabilities and is completely separate from game day broadcast facilities

VI. Team Facilities

a. Home NFL Team Locker Room

- Minimum of 5,500 sq.ft with 100 permanent lockers at 42” x 48” x 96”, marker boards and a projection screen
- Shower, toilet and drying area with discreet access from press areas
- Elements to include:
 - o Training Room
 - o Trainers’ Changing Room for 20 people
 - o Private Exam Room
 - o Video Work/Storage room (1,500 sq.ft) w/interior and exterior access
 - o Storage, Equipment Storage
 - o 2,000 sq.ft of Team Meeting Room space (design should allow room to be divided into 2 separate meeting rooms)
 - o Stretching Room
 - o Hot and Cold tub areas (may not be necessary)
 - o Laundry
 - o Home NFL Team Players Lounge
 - o Amenities/Efficiency kitchen, inclusive of refrigerator, dishwasher, sink and etc
 - o Family Waiting Area(s)
- Coaches Locker Rooms shall accommodate approximately 35 coaches/support staff adjacent to the player locker room and have a locker/dressing and grooming areas for coaches
- Staff Locker Room to accommodate 40
- Offices for Head Coach and Equipment Manager
- Direct access to interview room and secure exit
- Access to truck loading

b. Home Soccer / NCAA Football Locker Room (To be discussed further)

- Minimum of 70 permanent lockers
- Shower, toilet and drying area with discreet access from press areas
- Elements to include:
 - o Training Room
 - o Trainers’ Changing Room
 - o Amenities/Efficiency kitchen, inclusive of refrigerator, dishwasher, sink and etc
 - o Exam Room
 - o Laundry
 - o Storage, Equipment Storage
- Coaches and Staff Locker Rooms
- Staff Locker Room
- Office for Head Coach and Equipment Manager

c. Auxiliary Locker Rooms (2)

- Two locker rooms with 20 permanent lockers each
- Shower, toilet and drying area (in both)
- Training Room (in both)
- Storage (in both)
- Coaches' lockers, showers and toilet (in both)

d. Visitors Locker Rooms

- Minimum of 3,500 sf with 70 permanent lockers, marker boards and a projection screen
- Design should allow for room to be divided into 2 locker rooms
- Shower, toilet and drying area with discreet access from press areas
- Elements to include:
 - o Training Room
 - o Exam Room
- Coaches Locker Rooms
- Staff Locker Room
- Office for Head Coach with dressing room
- Direct access to interview room

e. First Aid

- First Aid/X-ray Room near team facility with compliance to NFL, NCAA, FIFA and MLS regulations

f. Officials/Game Crew Locker Rooms

- 2 Officials locker rooms to have 15 lockers with shower and restroom facilities in each; one for men and one for women
- Officials Meeting Room
- Game Crew locker room to have 15 lockers with shower and restroom facilities

g. Cheerleaders Locker Room

- 45 permanent lockers with space for make-up/hair and shower/restroom facilities

h. Performer Facilities

- Dressing Rooms
 - o Four star dressing rooms with private restroom and shower
 - o One large dressing room with private restroom and shower
- Green Room
 - o Provided for performers prior to and after events
 - o To be dividable into two rooms, if necessary

i. Family Waiting Room for players' family

- Food service, televisions, restrooms to accommodate 150

j. Owner's Lounge

k. Staging Area

l. Field Toilets with direct access to both bench areas

m. VIP/Team Parking

- With secure entry/exit

n. Coaches Booths (2) on Press Level

- Minimum seating for 10
- Area behind coaches for video printers, catering and miscellaneous storage

o. Coaches Video Platforms

- 4 shooting positions for Home, Visitor and 2 Network cameras
- 2 EZ booths with/4 shooting positions for Home, Visitor, Network and PP cameras

p. Video Replay Booth

q. Multi-Purpose Event Space to accommodate 300-400

VII. Media Facilities

a. Writing Press Box

- Located on the upper suite level in a corner position
- Writing press to include approximately 165 writing stations provided at 30” on center and overflow positions spaced at 24” on center
- Each station to include one electric and two tele/data outlets. Wireless internet should also be provided throughout the press level

b. Broadcast Booths

- TV Broadcast Booths (one primary Network TV and one auxiliary TV) located at midfield
- Five (5) Radio Broadcast Booths with 12’ of frontage each

c. Broadcast Truck Facilities

- Minimum six (6) broadcast TV Media expandable TV production studio tractor/trailers. Area should be covered and/or shielded from the elements
- Parking for a minimum of three (3) TV satellite uplink trucks with clear sightlines to southern sky
- Parking for a portable generator
- Overflow parking for up to twenty five (25) uplink TV microwave trucks (exterior)
- Parking for TV crew
- Power and Broadcast Infrastructure per NFL and HD Specifications

d. TV Host Locations

- 15x15 areas to host three (3) cameras and four (4) talent positions. Consider building platform above field access tunnel.

e. Camera Positions

- In compliance with NFL, NCAA, MLS and FIFA broadcast requirements
- Team Camera Locations – location for two (2) cameras in both end zones and at the 50 yard line
- Football Broadcast Locations

- o Field “soft” positions need a 10 foot space off sideline field walls
- o Low End Zone (4 locations)
- o Main Follow (3 locations)
- o Slash Positions (4 locations)
- o Reverse Angle Positions (1 location)
- o High End Zone Positions (2 locations)

f. Interview Rooms

- Home Team Interview Room adjacent to locker room and in a “bunker” club lounge (associated with field level suites) to accommodate 150 people seated or 200 standing. Elevated theater set with large tripod platform is to be considered
- Coach/Player Interview Room
- Visiting Team Interview Room to accommodate 60 people seated and 80 standing

g. Press Support

- Media Work Room
- Press Dining Room and Lounge in Press Box and on Field Level
- Media Function Room
- Photographers Work Room
- TV Cable Connection Room
- Broadcast Crew Room
- Equipment Storage
- Restrooms

h. Satellite Security Command Center (multiple satellite stations to be considered throughout the Stadium)

i. Two (2) Coach Replay Booths

j. Instant Replay Booth

k. Statisticians Booth

l. Video Control Booth

m. Sound/Video/Scoreboard Booth

n. PA Announcer Booth

o. Time/Clock/Medical Review Operations Booth

VIII. Operations Staff Facilities

a. Facility & Stadium Operations Offices

- Eight (8) private offices and space for cubicles for Facility Operations on event level
- Seven (7) private offices and space for cubicles for Stadium Operations on event level
- Include conference room, break room, work room and storage

b. Executive offices, conference room and meeting rooms

- Four (4) executive offices for team use on game days and meetings on site
- Executive conference room for team use
- Meeting room for Team game day operations to accommodate 45 people

c. MLS Administrative Offices

d. Employee Locker rooms to accommodate 500 men and 500 women. Dressing rooms with 12" x 12" x 12" lockers stacked 5 high

e. VIP Check-in Area (consider a lounge as well)

f. Gathering Rooms

- Employee Break Room
- Ticket Taker and Usher Briefing Room
- Event Security Briefing Room

g. Storage

- Employee Uniform Storage and Laundry Facilities
- Field Equipment/Grounds Keeping Storage
- Stage Storage and Support
- General Storage (as much general storage as possible to be considered)

h. Security Command Center

- Three (3) administrative offices
- One central game day office
- Restrooms
- Four (4) holding cells
- Courtroom
- Roll-call room
- BMS Control Rooms
- Satellite Security Command Center on press level
- Command Center to control access to loading dock and service tunnel
 - o Stadium and Field Lighting Controls
 - o Communications Systems
 - o Fire Command Center
 - o Public Address Systems
 - o Monitors for Surveillance Camera Systems

i. Janitorial/Maintenance Facilities

- Four private offices and an open office area on event level for Maintenance
- Engineers Office adjacent to main BMS control room in the Command Center
- Maintenance shops for Machinery, Carpentry, Paint, Electrical and Plumbing
- Central Supply Room
- Trash holding rooms, one per each quadrant on each level for collecting trash
- Multiple trash chutes in each quadrant servicing every level
- Janitors Closets with mop sinks on all levels near toilet facilities

j. Trash Collection/Recycling

- Main handling facility located near loading dock to accommodate separate treatment of trash and recyclable materials

- There will be a trash chute dedicated to recycling
- Trash and recycling containers storage/staging will be dedicated on each level for recycling various materials.

k. Freight Elevators

- One freight elevator on each side of stadium that must stop on all levels, accommodate 10,000 pounds minimum, be 11' x 15' and a minimum of 150 f.p.m.

l. On-field Observation Booths

- Stadium Operations Booth
- Security Observation Booth

m. Loading Dock

- Convenient access to field level and service areas with easy street access
- Minimum of four to five (4-5) truck bays with dock levelers, appropriate ventilation and one way vehicular circulation to minimize turn around area
- Additional two (2) truck docks for central commissary/Foodservice and Housekeeping
- Dedicated truck dock adjacent to NFL home team locker room
- Dedicated parking for 5 Visiting Team buses, 2 Home Team buses, 1 Officials bus and miscellaneous Visiting team Owner/VIP vehicles
- TSA screening area for Visiting teams

IX. Retractable Roof

The NSP will include a retractable roof solution that will allow the building to remain “open” for much of the time but allow for the roof to be closed and climate-controlled for events or weather conditions that require. The objective of the retractable roof is to create an optimal environment for both indoor and outdoor events at the NSP.

X. Mechanical and Electrical Systems

Must incorporate the latest in sustainable/LEED advancements related to design, construction and ultimate operations.

a. Central Plant

b. HVAC Distribution System

c. Plumbing System

d. Fire Protection

e. Electrical Power distribution

f. Emergency Power System

g. Lighting

h. Fire Alarm and Detection Systems

i. Paint Room

j. Hazardous Material(s) Room

XI. Audio/Visual and Information Technology Systems

a. Distributed Audio System

b. MATV

c. Broadcast Distribution and Camera

- d. Communication Systems/Information Management**
- e. Security and Surveillance**
- f. Scoreboard, Ribbon board and Video Systems**
- g. Play Clock and Back-up Play Clocks**

XII. Other Building Systems

- a. Advertising**
- b. Signage**
 - Consider ribbon board around field level bowl**
- c. Digital concessions menu board system**

SCHEDULE G-3

BASIC SERVICES

SPECIFIED SCOPE OF CERTAIN SERVICES INCLUDED IN BASIC SERVICES

All of the services or scope of services delineated in this Schedule G-3 are included in the Basic Services to be provided by Architect:

Signage Design. The Basic Services shall include consultation, design, documentation and coordination of a comprehensive master plan intended to establish signage. The Basic Services will include design and documentation activities associated with the following items:

- a) Exterior Site Signage
 - i) Regulatory and Directional Vehicular orientation
 - ii) Parking entries, lots and structures
 - iii) Bus, taxi, mass transit identification
 - iv) Informational/directional pedestrian signage
- b) Interior Building Signage
 - i) Site directories and orientation maps
 - ii) Service signing
 - iii) Visitor direction informational signage
 - iv) Building directories
 - v) Elevator identification
 - vi) Level and area identification
 - vii) Restroom and telephone identification
- c) Wayfinding Graphics
 - i) Restaurant, Bar, Concession identification
 - ii) Novelty identification
 - iii) Retail Store identification, if applicable
- d) Exterior Building Signage
 - i) Project and major facilities identification at Project Site entries
 - ii) Building identification
 - iii) Parking Level and area identification
 - iv) Building signing address
 - v) Loading dock location
 - vi) Loading dock numbers

Experiential graphics, branding and theming. The Basic Services shall include the development of concepts and types of media and systems to provide experiential graphics, branding opportunities and theme that may be utilized in general areas and specific locations in both the interior and exterior of the Project in furtherance of the Developer's mission, vision and Architectural Program. Definition of such concepts, areas and locations will

be documented for integration and further development by the appropriate members of Architect, as appropriate.

Concession and Food Service. The Basic Services shall include the development of all concession and food service related areas, including commissary, concession facilities, restaurant/food court, pantries, kitchens and bars through the Design Development Phase. Definition of each area will be documented for use by the selected food service operator, for the preliminary plan development and specification of each piece of equipment required. The Basic Services will include:

- a) identification of size (square footage) and location of all food service related facilities throughout the Project; including portable stands;
- b) drawings identifying location and utility loads of all equipment; and
- c) coordination with the structural engineer and with the mechanical/electrical/plumbing engineer to be completed during the documentation and administrative Project Phases.

Code Compliance. The Basic Services shall include the preparation of a written report evaluating the design of the Project in terms of compliance with Applicable Laws and development of a master fire protection program for the Project. Intent of the report will be to identify major architectural, mechanical, structural and egress issues required to be resolved during the design process, including accessibility and barrier-free compliance. The Basic Services will also include presentation to local code and fire marshal representatives to review and evaluate their acceptance prior to submittal of Permit documents. The preparation of code variance documentation and presentation to local appeals board is included as part of the services.

Vertical Transportation. The Basic Services shall include the analysis of all vertical transportation systems, including elevators and escalators, based upon building population and operational information provided by the Developer and as required by Applicable Laws. Following the initial analysis and determination, of appropriate solutions and allowances, Architect shall provide coordinated Construction Documents to General Contractor for inclusion within the appropriate bid packages. Architect's involvement through the bidding and construction phases shall be included.

Video. The Basic Services shall include the programming, design, documentation and contract administration of all video related components within the Project. Specifics of the video system shall include: (a) research of available technologies and systems currently under development; (b) establishment of display system parameters; (c) detailed coordination of control room layout and facilities; and (d) criteria for accommodation of systems with the balance of the design. This system will potentially consist of an exterior screen.

MATV - Master Antenna Television System. The Basic Services will include programming, design and documentation of a system to permit the reception of off-air broadcast television, cable TV (if available), internet protocol TV (if available) and AM/FM radio

signals, permit local origination of signals, and provide distribution of those signals to television receiver monitor receptacles in appropriate areas.

Acoustic Design. The Basic Services include design and engineering by qualified acoustical engineers to coordinate and integrate with the appropriate members of Architect so that the facility has the best possible acoustic characteristics and performance for the respective uses.

Sound Systems. The Basic Services include the design, documentation and Construction Administration of a sound reinforcement system for both speech and music. The system shall properly serve all anticipated activities scheduled for the Project and desired by the Developer. The system shall include a sound distribution system appropriate for emergency management announcements and the distribution of general announcements. Areas covered by the distributed system shall include all areas required by the local code authority. Additionally, Architect shall provide services associated with the administration of final system tests and adjustments to be performed by the applicable General Contractor or Subcontractor, and the final equalization of the sound reinforcement system. Administration services shall include instruction of the operator's personnel in the proper operation of the system and will provide assistance in operating the system(s) for the first major use.

Lighting. The Basic Services shall include the design, documentation and Construction Administration required for the completion of a lighting package in conformance with the requirements established by the Developer.

Architectural Lighting. The Basic Services shall include the design, documentation and Construction Administration required for the completion of the facade and specialty lighting system for the Project. The work shall include coordination with Architect members involved in the development of the overall design concept.

Security Design. The Basic Services shall include the planning, design, documentation and Construction Administration required for the completion of a comprehensive security program for all areas of the Project and associated functions. The Architectural Program will include security for both event and non-event hours. Final system documentation to include Security Management Systems; Access Control Systems; Closed-Circuit Television Systems; Alarm Monitoring Systems; and Intrusion Detection Systems. The security package shall be coordinated with all involved team members, including architectural, electrical, video, and hardware consultants retained by Architect.

Telecommunications. The Basic Services shall include programming, design, and documentation of the telecommunications and data networking requirements for a converged network system for the Project. Specific items include: assisting end user in development of design criteria for the telecommunication and data communication systems; identifying cabling infrastructure requirements; establishing a universal cable plan to all areas as required; documenting all voice and data riser requirements; and developing and designing all wireless and wired local area networks for data and voice communications. Through comprehensive discussions with Developer and coordination

with the balance of Architect, the member of Architect with telecommunications responsibility shall prepare Construction Documents for voice and data communication systems.

Hardware. The Basic Services shall include the programming, design, documentation and Construction Administration of all door hardware required for the Project and coordination with the electrical engineering and security design requirements. Programming shall include the definition of all keying requirements throughout the Project and adjacent Site structures.

Landscape Design. The Basic Services shall include the design, documentation and Construction Administration in the development of a Site plan for the Project. Specific activities associated with the Site development include development of the Site landscape plan identifying location and type of all plant material including lawn areas; development of the Site elements, including sidewalks, entry plazas, curbs, stairs, ramps, planters, retaining walls, fences, flagpoles, and site furnishings; development of a Site grading plan in conjunction with the civil engineering consultant; development of a Site irrigation system; Site lighting including fixture selection and review of their location; photometrics and final lighting plans; and Site lighting, including all ornamental pedestrian lights.

Transportation and Parking. The Basic Services shall include review of Site plans and associated components involved in the movement of vehicles and pedestrians in the Project's parking areas and garage.

Geotechnical Engineering and Certain Special Inspection and Testing Services. The Basic Services will include assistance in review and evaluation of available/existing geotechnical data and historic topographic data relevant to the Site, through Architect or its Subconsultants. The geotechnical data is expected to be based on a Developer's Consultant:

- a) drilling exploratory test borings;
- b) performing laboratory testing of each sample; and
- c) preparing a report of findings and recommendations for foundation design and Site development.

Interior Design, FF&E and Retail Space. The Basic Services shall include the programming, design, documentation and Construction Administration required for all necessary interior design, selection of furniture, furnishings and equipment and design of retail space within the Project, including preparation of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and coordination of design development solutions for architectural, mechanical, electrical and equipment requirements in order to establish (a) partition locations, (b) conceptual signage and graphic designs, (c) furniture, furnishings and equipment layouts and selections, (d) color, types and qualities of finishes and materials for furniture, furnishings and equipment, (e) requirements for the interior construction

and for furnishings, fixtures and equipment, interior spaces and retail space, and (f) requirements for moveable walls/curtains and fall arrest systems.

On-Site Architectural/M/E/P/Structural Project Representative. Architect shall provide the following on-Site field representation upon commencement of the Construction Phase:

- a) Architectural. In addition to Architect's on-Site architectural responsibilities outlined in Sections 5.4.9 and 5.4.10 of the Agreement, Architect shall also provide, as part of services herein, one full-time architectural staff member with appropriate expertise, on-Site for the duration of the Construction Phase. The Architect's Project Site representative will meet with the General Contractor daily, and observe and evaluate construction conditions.
- b) Structural Engineering. In addition to Architect's on-Site responsibilities outlined in Section 5.4.9 of the Agreement, during construction of the Project, structural engineering Site services shall include, among other activities, attendance at construction and scheduling meetings scheduled by the General Contractor, and a Site representation to observe and evaluate directly, in accordance with the Standard of Care, the adequacy and quality of the Work, its progress, and to determine if the Work is proceeding in accordance with all of the requirements of the Contract Documents. During all periods when major structural work described in the Contract Documents is being constructed or erected, including forming or placement of concrete columns, walls and structural slabs, or active erection of structural steel and precast concrete, Site representation by the Architect's structural consultant shall be maintained on a full time basis using such personnel as determined necessary and appropriate by Architect and its structural consultant in accordance with the Standard of Care, given the requirements of and phase of the Work, as determined by Architect in consultation with the Developer. The structural Site representative shall provide the Developer with a copy of its field reports within five (5) days of any Site visit. The work of Architect's structural consultant's Site representative(s) will be assisted and supplemented, as appropriate, by technical and support staff in the structural engineer's office.
- c) Mechanical/Electrical Plumbing (M/E/P) Engineering Site Representation. In addition to Architect's on-Site responsibilities outlined in Section 5.4.9 of the Agreement, during construction of the Project, M/E/P engineering Site services shall include, among other activities, attendance at construction and scheduling meetings scheduled by the General Contractor and Site representation to observe and evaluate directly, in accordance with the Standard of Care, the adequacy and quality of the Work, its progress, and to determine if the Work is proceeding in accordance with all of the requirements of the Contract Documents. During all periods when work described in Architect's M/E/P consultant documents is being installed, erected, aimed or adjusted, Site representation by Architect's M/E/P consultant shall be maintained on a full-time basis using such personnel as determined necessary and appropriate by Architect and its M/E/P consultant in accordance with the Standard of Care, given the requirements of and phase of the Work as determined by Architect in consultation with Developer and Developer

Representatives. Field reports will be kept and provided to Developer and Developer Representatives within seven (7) days of preparation. The work of the Architect's M/E/P consultant's Site representative(s) will be assisted and supplemented, as appropriate, by technical and support staff in the M/E/P Engineer's office.

Building Information Modeling. The Project will be designed using Building Information Modeling ("BIM") and Architect shall use BIM applications and software to develop Project designs. Digital modeling information shall be provided to the Developer and the General Contractor for all disciplines where its use in understanding the design intent is appropriate. This may include, but is not limited to, architectural, site, civil, structural, mechanical, electrical, safety and security, controls, fire suppression and alarms, building automation and other systems. This includes relevant model element information to be used for future integration into the Developer's facilities management system. Architect shall work with the Contractor who shall have the primary responsible to incorporate into the final BIM model hyperlinks to O&M manuals, preventative maintenance schedules, and analysis data. Architect shall develop all of the necessary and appropriate facility data (the "Facility Data") consisting of a set of intelligent elements (e.g., architectural and structural elements, mechanical, plumbing and electrical elements, etc.) for the BIM model (the "Model"). This Facility Data shall include all material definitions and attributes that are necessary for the Project design and construction. Architect shall use the Model to derive accurate Construction Documents. All submitted BIM Models and associated Facility Data shall be fully compatible with state-of-the-art modeling software, such as Autodesk Revit 9.0 or higher. Architect shall be responsible for updating the Model during the Design Development Phase, Construction Document Phase, and Construction Phase (including change orders, RFI and submissions). A read-only, coordinated model shall be delivered to the General Contractor for pre-construction coordination services and as required during construction. Collaboration with the General Contractor is of utmost importance and attendance (co-location or web teleconference) at periodic coordination meetings will be required.

- a) The level of detail, Model content, information exchange format, and the party responsible for modeling and information input will be decided upon during the Schematic Design Phase Two.
- b) Architect shall develop a project specific BIM Execution Plan ("BIM Plan") documenting the collaborative process in which BIM will be implemented throughout the lifecycle of the Project. The BIM Plan shall utilize the requirements identified herein and developed during the Conceptual Design Phase. It shall be submitted for written approval by the Developer prior to the Design Development Phase.
- c) The following uses of BIM are required: design authoring, design reviews, 3D design coordination, energy analysis, building envelope analysis, and architectural renderings.

- d) Architect shall perform design and construction reviews at each submittal stage to test the Model to ensure the design intent has been followed and that there are no unintended elements in the Model.
- e) Architect shall locate conflicting spatial data in the Model where two elements are occupying the same space. Log hard interferences (e.g., mechanical vs. structural or mechanical vs. mechanical overlaps in the same location) and soft interferences, (e.g., conflicts regarding equipment clearance, service access, fireproofing, insulation) shall be documented in a written report and resolved.
- f) Architect shall implement a process in which BIM software uses the model and energy attributes to determine the most effective engineering methods based on design specifications. These analysis tools and performance simulations can significantly improve the energy consumption during lifecycle operations.
- g) Architect shall provide submittals in compliance with the BIM Plan to be developed during the Schematic Design Phase Two.
- h) At each phase required by the BIM Plan, Architect will provide the Developer with the following:
 - 1) The Model (Revit or equivalent) and Facility Data (various).
 - 2) A 3-D interactive review format of the Model in Autodesk Navisworks, Adobe 3D PDF 7.0 (or later), or other format per BIM Plan requirements. The file format for reviews can change between submittals.
 - 3) A list of all submitted files. The list should include a description, directory, and file name for each file submitted. For all CAD sheets, include the sheet title and sheet number. Identify files that have been produced from the submitted Model and Facility Data.
- i) All costs associated with BIM, including model updates during construction, shall be included in the Basic Services Fee. Architect and Contractor shall cooperate in determining the best method for providing a final BIM model to the Developer upon Final Completion of the Work for the agreed upon building systems listed in this Agreement. The BIM digital information is to be considered Work Product and as such the ownership and rights thereto are governed by the terms of the Agreement.

LEED Certification. As part of Basic Services with respect to the LEED certification required by Developer (the “LEED Services”), Architect or its LEED Consultant shall:

- a) Consult with Developer, research applicable criteria, attend Project meetings, communicate with Developer and Developer Representatives, issue progress reports, and coordinate the services provided by Architect or its Consultants with those services provided by Developer.

- b) Submit LEED certification documentation to Developer at intervals appropriate to the LEED certification process for purposes of evaluation and written approval by Developer.
- c) Conduct a predesign workshop with Developer and Developer Representative and appropriate Consultants to review LEED requirements, establish green building goals for the Project, identify and target potential LEED points, examine strategies for implementation, and assess the impact on Developer's program and budget.
- d) Prepare a "LEED Certification Plan" based on the targeted LEED points. The LEED Certification Plan will describe the LEED certification process and may contain a description of the green building goals established, LEED points targeted, implementation strategies selected, list of participants and their roles and responsibilities, description of how the plan is to be implemented, certification schedule, specific details about design reviews, list of systems and components to be certified, and certification documentation required.
- e) Revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by Developer in writing, such revision shall constitute Additional Services to the extent that the underlying design change also constitutes Additional Services under this Agreement
- f) Organize and manage the LEED design documentation and certification process.
- g) Provide the services of LEED accredited professionals necessary for certification of the Project.
- h) On the written request of Developer, register the Project with the U.S. Green Building Council ("USGBC"), with any registration fees being included in the Basic Services Fixed Fee.
- i) Prepare submittals for credit rulings from the USGBC, with any fees charged for such rulings being included in the Basic Services Fixed Fee.
- j) Prepare and submit a LEED Certification Application to the USGBC, including all required information for each LEED credit claimed, in accordance with the LEED Certification Plan.
- k) Prepare responses and submit additional documentation required by USGBC for the certification.
- l) Provide specifications that incorporate LEED requirements for inclusion in the Contract Documents to achieve the targeted LEED rating.
- m) Conduct a pre-bid meeting for the review of differences between current standard construction practices and LEED principles, procedures, and requirements.

- n) Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to LEED certification.
- o) Consider requests for substitutions and prepare addenda identifying approved substitutions related to LEED certification.
- p) Assist Developer in evaluating and selecting a bid or proposal related to LEED certification.
- q) Review and appropriately respond to requests submitted by General Contractor to Developer and Architect for information about the Contract Documents related to LEED certification.
- r) If approved by Developer in writing, prepare, reproduce and distribute supplemental Drawings, Specifications and information related to LEED certification.
- s) Review and take appropriate action with respect to Requests or Submittals regarding LEED certification.
- t) Review and take appropriate action on requests by Developer or General Contractor for changes in the Work related to LEED certification, which would include notifying Developer if Architect determines that implementation of the requested changes would impact the LEED certification.
- u) Prepare and submit to Developer a report documenting the Project's achieved LEED rating, the significant materials submitted to or received from USGBC, the LEED points received by the Project, and clarifying all credits and recertification.

Building Official. As part of Basic Services, Architect shall fully support the Building Official's code enforcement duties for the Project, for other than the Life Safety, Elevator, Building Accessibility and Fire Safety rules, regulations and codes administered by the State Fire Marshal and local health department. Accordingly, the coordination of the "Special Inspections" required under the Georgia State Minimum Standard Building Code, as adopted by the State of Georgia, and the associated record-keeping activities, are a part of the Basic Services of this Agreement. Architect shall keep two sets of the Record Documents and any other documents required by the building codes, zoning codes, regulations, or applicable laws, for a period of ten (10) years.

EXHIBIT H
LIEN AND CLAIM WAIVER FORMS

SCHEDULE H-1

**ARCHITECT'S INTERIM LIEN WAIVER
AND RELEASE UPON PROGRESS PAYMENT**

(To be provided by Architect with each Invoice for progress payment)

**STATE OF GEORGIA
COUNTY OF _____**

THE UNDERSIGNED, _____ (“ARCHITECT”), HAS BEEN ENGAGED UNDER AN AGREEMENT WITH _____ (“DEVELOPER”) TO FURNISH CERTAIN MATERIALS, EQUIPMENT, SERVICES, AND/OR LABOR FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS THE _____ PROJECT, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES ATTENDANT THERETO (“PROJECT”), WHICH IS OWNED BY GEO L. SMITH GEORGIA WORLD CONGRESS CENTER AUTHORITY (“PROPERTY OWNER”) AND IS LOCATED IN THE CITY OF ATLANTA, COUNTY OF FULTON, STATE OF GEORGIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON RECEIPT OF THE SUM OF \$ _____, ARCHITECT WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY THROUGH THE DATE OF _____, ____ (“CURRENT DATE”) AND EXCEPTING THOSE RIGHTS AND LIENS THAT ARCHITECT MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF MATERIALS, EQUIPMENT, SERVICES AND LABOR FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID ARCHITECT FOR SAID BUILDING OR PREMISES. EXCEPTIONS AS FOLLOWS:

(IF NO EXCEPTION OR “NONE” IS ENTERED ABOVE, UNDERSIGNED SHALL BE DEEMED NOT TO HAVE RESERVED ANY RIGHTS OR LIENS.)

ARCHITECT AGREES THAT THIS WAIVER AND RELEASE FORM IS IN COMPLIANCE WITH O.C.G.A. § 44-14-366(C).

FOR ARCHITECT:

Applicable to invoice no(s). _____

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Architect and that this document was signed under oath personally and on behalf of Architect.

Notary public

My commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

SCHEDULE H-2

ARCHITECT'S INTERIM CLAIM WAIVER AND RELEASE UPON PROGRESS PAYMENT

(To be provided by Architect with each Invoice for progress payment)

STATE OF GEORGIA
COUNTY OF _____

The undersigned, _____ ("Architect"), has been engaged under an agreement with _____ ("Developer") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as the _____ project, together with all improvements and appurtenances attendant thereto ("Project"), which is owned by ____Geo L. Smith II Georgia World Congress Center Authority ("Property Owner") and is located in the City of Atlanta, County of Fulton, State of Georgia, and more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.

Upon receipt of the sum of \$ _____, Architect waives and releases any and all claims, demands, actions, causes of action or other rights (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Architect's Interim Lien Waiver and Release Upon Progress Payment form, which is executed concurrently with this form) against Developer and Property Owner through the date of _____, ____ ("Current Date") and reserving those rights that Architect might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Developer or any other entity for said Project. Exceptions as follows:

(if no exception or "none" is entered above, undersigned shall be deemed not to have reserved any claim.)

Architect affirms, warrants, and represents that the list attached hereto as "Attachment 1" and made a part hereof contains the names of all of the Subconsultants, laborers, materialmen, mechanics, manufacturers, suppliers, and subcontractors who have furnished services, labor, equipment, or materials, or any one of these items to Architect, and Architect further affirms, warrants, and represents (a) that all persons or entities listed on "Attachment 1" have been paid in full for all work performed and all materials, equipment, labor or services supplied to Architect for use at the Project through and including _____, ____ (date of Architect's last prior invoice), and (b) that Architect is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as noted on "Attachment 2" attached hereto and made a part hereof.

Architect further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of Architect's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against either Developer, Property Owner, the Project, and all property, real and personal, related to the Project.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Architect agrees to indemnify, hold harmless and defend Developer and Property Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including attorneys' fees, arising out of any claims or demands (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Architect's Interim Lien Waiver and

Release Upon Progress Payment form, which is executed concurrently with this form) made by any of its employees, laborers, materialmen, subcontractors and Subconsultants, of any tier, for materials, services, equipment and labor supplied to the Project through the Current Date.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, including any obligations of the undersigned to Developer.

FOR ARCHITECT:

Applicable to Invoice no(s). _____

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Architect and that this document was signed under oath personally and on behalf of Architect.

Notary Public

My Commission Expires: _____

“Attachment 1”

List Of All Subconsultants, Subcontractors, Suppliers, Materialmen, Laborers, Mechanics and Manufacturers
Providing Goods or
Services To Architect For The Project

“Attachment 2”

List Of Persons Or Entities Identified
On “Attachment 1” To Whom Architect Owes Money

Party

Amount

SCHEDULE H-3

**SUBCONSULTANT'S INTERIM LIEN WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(To be provided by Subconsultants with each Invoice for progress payment)

**STATE OF GEORGIA
COUNTY OF FULTON**

**THE UNDERSIGNED, _____ (“SUBCONSULTANT”), HAS BEEN
ENGAGED UNDER AN AGREEMENT WITH _____ (“ARCHITECT”) TO
FURNISH CERTAIN MATERIALS, EQUIPMENT, SERVICES, AND/OR LABOR FOR
THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS THE _____ PROJECT,
TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES ATTENDANT
THERE TO (“PROJECT”), WHICH IS LOCATED IN THE CITY OF ATLANTA,
COUNTY OF FULTON, STATE OF GEORGIA, AND IS OWNED BY GEO L. SMITH
GEORGIA WORLD CONGRESS CENTER AUTHORITY (“PROPERTY OWNER”)
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE
BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT
DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)**

**UPON RECEIPT OF THE SUM OF \$ _____, THE
SUBCONSULTANT WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS
OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY THROUGH
THE DATE OF _____, ____ (“CURRENT DATE”) AND EXCEPTING
THOSE RIGHTS AND LIENS THAT SUBCONSULTANT MIGHT HAVE IN ANY
RETAINED AMOUNTS, ON ACCOUNT OF MATERIALS, EQUIPMENT, SERVICES
AND LABOR FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID
ARCHITECT FOR SAID BUILDING OR PREMISES. EXCEPTIONS AS FOLLOWS:**

**(IF NO EXCEPTION OR “NONE” IS ENTERED ABOVE, UNDERSIGNED SHALL BE
DEEMED NOT TO HAVE RESERVED ANY RIGHTS OR LIENS.)**

**SUBCONSULTANT AGREES THAT THIS WAIVER AND RELEASE FORM IS
IN COMPLIANCE WITH O.C.G.A. § 44-14-366(C).**

FOR SUBCONSULTANT:

Applicable to invoice no(s). _____

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Subconsultant and that this document was signed under oath personally and on behalf of the Subconsultant.

Notary public

My commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

SCHEDULE H-4

SUBCONSULTANT'S INTERIM CLAIM WAIVER AND RELEASE UPON PROGRESS PAYMENT

(To be provided by Subconsultants with each Invoice for progress payment)

STATE OF GEORGIA
COUNTY OF FULTON

The undersigned _____ (“Subconsultant”), has been engaged under contract with _____ (“Architect”) to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as the _____ project, together with all improvements and appurtenances attendant thereto (“Project”), which is located in the City of Atlanta, County of Fulton, State of Georgia, and is owned by Geo L. Smith II Georgia World Congress Center Authority (“Property Owner”) and is more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____, the Subconsultant waives and releases any and all claims, demands, actions, causes of action or other rights (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Subconsultant's Interim Lien Waiver and Release Upon Progress Payment form, which is executed concurrently with this form) _____ (“Developer”), Property Owner and Architect through the date of _____, ____ (“Current Date”) and reserving those rights that the Subconsultant might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Architect for said Project. Exceptions as follows:

(if no exception or “none” is entered above, Subconsultant shall be deemed not to have reserved any claim.)

Subconsultant affirms, warrants, and represents that the list attached hereto as “Attachment 1” and made a part hereof contains the names of all of the laborers, materialmen, mechanics, manufacturers, suppliers, and sub-subconsultants who have furnished services, labor, equipment, or materials, or any one of these items to Subconsultant, and the Subconsultant further affirms, warrants, and represents (a) that all persons or entities listed on “Attachment 1” have been paid in full for all work performed and all materials, equipment, labor or services supplied to Architect for use at the Project through and including _____, ____ (date of Subconsultant's last prior invoice), and (b) that the Subconsultant is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as noted on “Attachment 2” attached hereto and made a part hereof.

The Subconsultant further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Subconsultant's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against either Developer, Property Owner, Architect, the Project, and all property, real and personal, related to the Project.

This Waiver and Release is freely and voluntarily given and the Subconsultant acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.

The undersigned understands that the failure to complete correctly or fully any of the blank spaces in this document shall not invalidate the document so long as the subject matter of this Waiver and Release may reasonably be determined.

FOR SUBCONSULTANT:

Applicable to Invoice no(s). _____

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Subconsultant and that this document was signed under oath personally and on behalf of the Subconsultant.

Notary Public

My Commission Expires: _____

“Attachment 1”

List Of All Sub-subconsultants, Suppliers, Materialmen, Laborers, Mechanics, and Manufacturers Providing Goods
or
Services To Subconsultant For The Project

“Attachment 2”

List Of Persons Or Entities Identified
On “Attachment 1” To Whom Subconsultant Owes Money

Party

Amount

SCHEDULE H-5

**ARCHITECT'S FINAL, UNCONDITIONAL LIEN
WAIVER AND RELEASE UPON FINAL PAYMENT**
(To be provided by Architect at the time of Final Payment)

**STATE OF GEORGIA
COUNTY OF FULTON**

**THE UNDERSIGNED, _____ (“ARCHITECT”), HAS BEEN
ENGAGED UNDER AN AGREEMENT WITH
____ (“DEVELOPER”) TO FURNISH CERTAIN MATERIALS, EQUIPMENT, SERVICES
AND/OR LABOR FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS
THE _____ PROJECT, TOGETHER WITH ALL IMPROVEMENTS AND
APPURTENANCES ATTENDANT THERETO (“PROJECT”), WHICH IS OWNED BY
GEO L. SMITH GEORGIA WORLD CONGRESS CENTER AUTHORITY
____ (“PROPERTY OWNER”) AND IS LOCATED IN THE CITY OF ATLANTA, COUNTY
OF FULTON, STATE OF GEORGIA AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

**(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE
BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT
DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)**

**UPON RECEIPT OF THE SUM OF \$_____, ARCHITECT WAIVES
AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS OR ANY RIGHT
AGAINST ANY LABOR AND/OR MATERIAL BOND IT HAS UPON THE
FOREGOING DESCRIBED PROPERTY.**

**ARCHITECT AGREES THAT THIS WAIVER AND RELEASE FORM IS IN
COMPLIANCE WITH O.C.G.A. § 44-14-366(D).**

FOR ARCHITECT:

Applicable to invoice no(s). All *

*If all, print “all.”

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Architect and that this document was signed under oath personally and on behalf of Architect.

Notary Public

My commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

SCHEDULE H-6

ARCHITECT'S FINAL, UNCONDITIONAL CLAIM WAIVER AND RELEASE UPON FINAL PAYMENT

(To be provided by Architect at Final Payment)

STATE OF GEORGIA
COUNTY OF FULTON

The undersigned, ("Architect"), has been engaged under an agreement with ("Developer") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as the project, together with all improvements and appurtenances attendant thereto ("Project"), which is owned by Geo L. Smith II Georgia World Congress Center Authority ("Property Owner") and is located in the City of Atlanta, County of Fulton, State of Georgia, and is more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Architect represents that, pursuant to O.C.G.A. § 44-14-361.2(a)(2), it has been paid in full for all labor, services, equipment and material furnished to the Project, and Architect hereby waives and releases any and all claims, demands, actions, causes of action or other rights against Developer and Property Owner, at law, in contract, tort, equity or otherwise (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Architect's Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form), which Architect has, may have had or may have in the future arising out of Architect's performance of work on the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to Architect at the time of execution of this Waiver and Release.

Architect further represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Subconsultants, employees, laborers, materialmen and subcontractors employed by Architect;
- Labor, materials, equipment and supplies furnished by others to Architect; and
- Sales and use taxes, social security taxes, income tax withholding, unemployment insurance, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

This Waiver and Release is freely and voluntarily given, and Architect acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release and that it is fully informed with respect to the legal effect of this Waiver and Release. Architect understands, agrees and acknowledges that, upon the execution of this document, this document waives rights unconditionally and is fully enforceable to extinguish all claims (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Architect's Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form) of Architect. Architect agrees to indemnify, hold harmless and defend Developer and Property Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever (except those relating to lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Architect's Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form), including attorneys' fees, arising out of any claims or demands made by any of its employers, laborers, materialmen, subcontractors and Subconsultants, of any tier, for materials, services, equipment and labor supplied to the Project.

FOR ARCHITECT:

Applicable to Invoice no(s). All *

*If all, print "all."

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Architect and that this document was signed under oath personally and on behalf of Architect.

Notary Public

My Commission Expires: _____

SCHEDULE H-7

**SUBCONSULTANT'S FINAL, UNCONDITIONAL LIEN
WAIVER AND RELEASE UPON FINAL PAYMENT**

(To be provided by Subconsultants at Final Payment)

**STATE OF GEORGIA
COUNTY OF FULTON**

THE UNDERSIGNED, _____ ("SUBCONSULTANT"), HAS BEEN ENGAGED UNDER AN AGREEMENT WITH _____ ("ARCHITECT") TO FURNISH CERTAIN MATERIALS, EQUIPMENT, SERVICES AND/OR LABOR FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS THE _____ PROJECT, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES ATTENDANT THERETO ("PROJECT"), WHICH IS LOCATED IN THE CITY OF ATLANTA, COUNTY OF FULTON, STATE OF GEORGIA, AND IS OWNED BY GEO L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY ("PROPERTY OWNER") AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON RECEIPT OF THE SUM OF \$_____, THE SUBCONSULTANT WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS OR ANY RIGHT AGAINST ANY LABOR AND/OR MATERIAL BOND IT HAS UPON THE FOREGOING DESCRIBED PROPERTY.

SUBCONSULTANT AGREES THAT THIS WAIVER AND RELEASE FORM IS IN COMPLIANCE WITH O.C.G.A. § 44-14-366(D).

FOR SUBCONSULTANT:

Applicable to invoice no(s). All *

*If all, print "all."

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the above-referenced Subconsultant and that this document was signed under oath personally and on behalf of the Subconsultant.

Notary Public

My commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

SCHEDULE H-8

SUBCONSULTANT'S FINAL, UNCONDITIONAL CLAIM WAIVER AND RELEASE UPON FINAL PAYMENT

(To be provided by Subconsultants at Final Payment)

STATE OF GEORGIA
COUNTY OF FULTON

The undersigned, _____ ("Subconsultant"), has been engaged under an agreement with _____ ("Architect") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as the _____ project, together with all improvements and appurtenances attendant thereto ("Project"), which is located in the City of Atlanta, County of Fulton, State of Georgia, and is owned by Geo L. Smith II Georgia World Congress Center Authority ("Property Owner") and is more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Subconsultant has been paid in full for all labor, services, equipment and material furnished to the Project, and Subconsultant hereby waives and releases any and all claims, demands, actions, causes of action or other rights against _____ ("Developer"), Property Owner and Architect, at law, in contract, tort, equity or otherwise (except those concerning lien or bond rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Subconsultants' Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form), and any and all rights Subconsultant has, may have had or may have in the future arising out of Subconsultant's performance of work on the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Subconsultant at the time of execution of this Waiver and Release.

The Subconsultant further represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Sub-subconsultants, employees, laborers, materialmen and subcontractors employed by the Subconsultant;
- Labor, materials, equipment and supplies furnished by others to the Subconsultant; and
- Sales and use taxes, social security taxes, income tax withholding, unemployment insurance, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

This Waiver and Release is freely and voluntarily given and the Subconsultant acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release and that it is fully informed with respect to the legal effect of this Waiver and Release. The Subconsultant understands, agrees and acknowledges that, upon the execution of this document, this document waives rights unconditionally and is fully enforceable to extinguish all claims (except those concerning lien rights which are separately waived pursuant to O.C.G.A. §44-14-366 (1999) by the Subconsultant's Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form) of the Subconsultant. The Subconsultant understands that the failure to complete correctly any of the blank spaces in this document shall not invalidate the document so long as the subject matter of this Waiver and Release may reasonably be determined.

FOR SUBCONSULTANT:

Applicable to invoice no(s). All *

*If all, print "all."

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the above-referenced Subconsultant and that this document was signed under oath personally and on behalf of the Subconsultant.

Notary Public

My Commission Expires: _____

EXHIBIT I

DEVELOPER PROVIDED INFORMATION

Developer shall engage surveying services, geotechnical engineering services and independent testing services as it deems reasonable and appropriate in support of the Project. As information from these services is provided to Architect, this information will be listed on this Exhibit I.

EXHIBIT J

SUBCONSULTANT INSURANCE LIMITS

[To be provided]