
NON-RELOCATION AGREEMENT

by and between

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

THE ATLANTA DEVELOPMENT AUTHORITY,

d/b/a Invest Atlanta,

and

ATLANTA FALCONS FOOTBALL CLUB, LLC
as the Club

Successor Facility to the Georgia Dome
Atlanta, Georgia

Dated as of May 18, 2015

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE 1 DEFINED TERMS	2
Section 1.1. Definitions and Usage	2
ARTICLE 2 COVENANT TO PLAY	2
Section 2.1. Commitment to the Georgia Dome	2
Section 2.2. Commitment to the Stadium	3
Section 2.3. NFL Labor Disputes	4
ARTICLE 3 NON-RELOCATION	4
Section 3.1. Relocation of Club	4
Section 3.2. Prohibited Actions	4
Section 3.3. Third Party Negotiations	4
ARTICLE 4 DEFAULTS AND REMEDIES FOR A CLUB DEFAULT	5
Section 4.1. Club Default	5
Section 4.2. GWCCA Remedies	5
Section 4.3. Invest Atlanta Remedies	6
Section 4.4. Declaratory or Injunctive Relief	6
Section 4.5. Liquidated Damages	8
Section 4.6. Termination	8
Section 4.7. Cumulative Remedies	9
ARTICLE 5 ASSIGNMENT	10
Section 5.1. Sale of Franchise	10
Section 5.2. Permitted Transfers	11
Section 5.3. Release of The Club	11
ARTICLE 6 GENERAL PROVISIONS	11
Section 6.1. Representations	11
Section 6.2. Consent of National Football League	14
Section 6.3. Incorporation of Appendices and Schedules	14
Section 6.4. Notices	14
Section 6.5. Severability	15
Section 6.6. Entire Agreement; Amendment and Waiver	15
Section 6.7. Table of Contents Headings	15
Section 6.8. Parties in Interest; Limitation on Rights of Others	15
Section 6.9. Counterparts	16
Section 6.10. Governing Law	16
Section 6.11. Court Proceedings	16
Section 6.12. Obligation to Defend Validity of Agreement	16
Section 6.13. Limitation of Liability	16
Section 6.14. Payment on Business Days	17
Section 6.15. Time of the Essence	17
Section 6.16. Delays or Omissions	17
Section 6.17. Interpretation	17
Section 6.18. Reliance	17

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 6.19. No Assignment.....	18
Section 6.20. Club Covenants.....	18
Section 6.21. Independent Consideration	18
Section 6.22. Interest on Overdue Obligations and Post-Judgment Interest.....	18

APPENDICES:

APPENDIX A	Glossary of Defined Terms and Rules as to Usage
APPENDIX B	Addresses for Notices
APPENDIX C	Liquidated Damages

NON-RELOCATION AGREEMENT

This NON-RELOCATION AGREEMENT (this "Non-Relocation Agreement") is entered into as of May 18, 2015 (the "Effective Date"), by and among GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY, an instrumentality of the State of Georgia and a public corporation (the "GWCCA"), THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, a body corporate and politic of the State of Georgia duly created and existing under the laws of said State ("Invest Atlanta"), and ATLANTA FALCONS FOOTBALL CLUB, LLC, a Georgia limited liability company (the "Club"). The GWCCA, Invest Atlanta and the Club are sometimes referred to herein individually, as a "Party", and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Club is the holder of the National Football League (the "NFL") franchise for the City of Atlanta, Georgia, and currently owns and operates the Atlanta Falcons (the "Team").

WHEREAS, the project known as the "Successor Facility to the Georgia Dome" includes the design, development, construction, and furnishing of a new operable roof, state-of-the-art multi-purpose stadium (the "Stadium") and the license and use thereof by an Affiliate of the Club pursuant to the Stadium License Agreement.

WHEREAS, Atlanta Falcons Stadium Company, LLC, a Georgia limited liability company ("StadCo"), has been formed as an entity under common control with the Club for the purpose of developing and operating the Stadium pursuant to the Stadium License Agreement and the other Project Documents.

WHEREAS, the GWCCA, the Club, StadCo and Invest Atlanta have entered into a Transaction Agreement dated as of February 5, 2014 (the "Transaction Agreement"), setting forth certain agreements regarding the financing, construction, development and operation of the Stadium, including acquisition and preparation of the Stadium Site.

WHEREAS, the City of Atlanta (the "City") has extended the levy and collection of an excise tax at a rate of seven percent on the furnishing of public accommodations within its corporate limits (the "Hotel Motel Tax") as authorized under O.C.G.A. Section 48-13-51(a)(5)(B) for purposes, in part, of securing the issuance of revenue bonds by Invest Atlanta for funding the Stadium (the "H/MT Revenue Bonds").

WHEREAS, the GWCCA, Invest Atlanta, and the City have expended and contemplate continuing to expend public funds in connection with the Stadium, and such public entities therefore each have a significant interest in assuring that the Club cause the Team to play its Home Games at the Stadium upon completion of construction thereof.

WHEREAS, as an inducement to the GWCCA and Invest Atlanta to grant the Club and StadCo the rights bargained for under the Stadium License Agreement and the other Project Documents, the Club has agreed to enter into this Non-Relocation Agreement upon the terms and conditions set forth herein.

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the GWCCA, Invest Atlanta and the Club do hereby agree as follows:

ARTICLE 1

DEFINED TERMS

Section 1.1. Definitions and Usage. Unless the context shall otherwise require, capitalized terms used in this Non-Relocation Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Appendix A, which also contains rules as to usage that shall be applicable herein.

ARTICLE 2

COVENANT TO PLAY

Section 2.1. Commitment to the Georgia Dome.

2.1.1. Covenant to Play in Georgia Dome. Pursuant to this Non-Relocation Agreement and the terms and conditions of the Georgia Dome License Agreement, the Team shall play, and the Club hereby covenants to cause the Team to play, all of its Home Games in the Georgia Dome throughout the period of time (the "Georgia Dome Non-Relocation Period") that commences upon the Effective Date and ends upon the earlier to occur of (x) the Opening Date of the Stadium, or (y) the termination of this Non-Relocation Agreement pursuant to Section 4.6. Notwithstanding the foregoing, at the request of the GWCCA, the Club may (but shall not be obligated to) cause the Team to play Home Games in other locations from time to time and the playing of such Home Games at other locations shall not constitute a violation of the covenant set forth in this Section 2.1.1, nor shall Home Games so played outside the Georgia Dome reduce the number of Home Games that may be played outside the Georgia Dome pursuant to the preceding provisions of this Section 2.1.1.

2.1.2. Untenability of Georgia Dome. Notwithstanding the provisions of Section 2.1.1 to the contrary, if a Georgia Dome Untenable Condition shall exist at any time during the Georgia Dome Non-Relocation Period, then the Club shall be entitled to make arrangements for alternate sites and the Team shall be entitled to play its Home Games at such alternate sites during the period of time that any such Georgia Dome Untenable Condition shall exist and for such additional period as any such arrangement entered into by the Club in good faith based upon its reasonable expectation regarding the duration of the Georgia Dome Untenable Condition shall continue in effect. The Club will take any action required of it under Section 12.2 of the Georgia Dome License Agreement to mitigate and overcome any Georgia Dome Untenable Condition. Additionally, the Club shall use reasonable efforts to locate and use alternate sites, to the extent available, which are located within the boundaries of the Local Area for Home Games played outside of the Georgia Dome pursuant to

this Section 2.1.2; however, “reasonable efforts” shall not include an obligation on the Club to suffer any material economic or scheduling disadvantages (when comparing available venues in the Local Area other than the Georgia Dome to those available venues outside the Local Area) as a result thereof. In the event that Home Games are played outside the Georgia Dome during the Georgia Dome Non-Relocation Period due to a purported or disputed Georgia Dome Untenantable Condition, then such events shall not constitute a violation of Section 2.1.1 if there is, or was, a good faith dispute over the existence of a Georgia Dome Untenantable Condition.

Section 2.2. Commitment to the Stadium.

2.2.1. Covenant to Play in the Stadium. The Team shall play, and the Club hereby covenants to cause the Team to play, all of its Home Games in the Stadium during the period of time commencing on the Opening Date and continuing throughout the remainder of the Term (including any renewal periods exercised by StadCo pursuant to the Stadium License Agreement and the Club pursuant to the Club Sublicense) (the “Non-Relocation Term”). Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, up to one (1) of its Home Games outside the Stadium during each NFL Season at neutral or other sites as requested by the NFL; provided that such exempt Home Game shall not include any home playoff game; provided further that the foregoing covenant shall not prevent or prohibit the Team from playing in any Super Bowl outside the Stadium in which the Team is designated the “Home” team and that any such Super Bowl shall not reduce the number of Home Games that may be played outside the Stadium pursuant to this Section 2.2.1. The right to play one (1) Home Game outside the Stadium as provided in this Section 2.2.1 shall be non-cumulative and any unused portion shall expire at the end of each NFL Season. Notwithstanding the foregoing, at the request of the GWCCA, the Club may (but shall not be obligated to) cause the Team to play Home Games in other locations from time to time and the playing of such Home Games at other locations shall not constitute a violation of the covenant set forth in this Section 2.2.1, nor shall Home Games so played outside the Stadium reduce the number of Home Games that may be played outside the Stadium pursuant to the preceding provisions of this Section 2.2.1.

2.2.2. Untenantability of Stadium. Notwithstanding the provisions of Section 2.2.1 to the contrary, if, at any time during the Term, a Stadium Untenantable Condition shall exist, then the Club shall be entitled to make arrangements for alternate sites and the Team shall be entitled to play its Home Games at such alternate sites during the period of time that any such Stadium Untenantable Condition shall exist and for such additional period as any such arrangement entered into by the Club in good faith based upon its reasonable expectation regarding the duration of the Stadium Untenantable Condition shall continue in effect. The Club and the GWCCA shall use commercially reasonable and diligent efforts to mitigate and overcome such Stadium Untenantable Condition to the extent such is not the result of the failure of StadCo or the GWCCA, respectively, to fulfill its obligations under the Stadium License Agreement. Additionally, the Club shall use reasonable efforts to locate and use alternate sites, to the extent available, which are located within the boundaries of the Local Area for Home Games played outside of the Stadium pursuant to this Section 2.2.2; provided, however, (i) the use thereof is, in the good faith reasonably exercised judgment of StadCo, economically feasible and approved by the NFL for such use and (ii) “reasonable efforts” shall not include an obligation on the Club to suffer any material economic or scheduling disadvantage (when comparing available venues in

the Local Area other than the Stadium to those available venues outside the Local Area) as a result thereof. In the event that Home Games are played outside the Stadium during the period described in Section 2.2.1 due to a purported or disputed Stadium Untenantable Condition, then such events shall not constitute a violation of Section 2.2.1 if there is, or was, a good faith dispute over the existence of a Stadium Untenantable Condition.

Section 2.3. NFL Labor Disputes.

(a) Notwithstanding the provisions of Section 2.1.1 or Section 2.2.1 to the contrary, if during the Non-Relocation Term there occurs, from time to time, an NFL Labor Dispute, then during the pendency thereof, the Club shall not be obligated to play any Home Games at the Georgia Dome or the Stadium that have been cancelled by the NFL as a result of such NFL Labor Dispute; provided, that any replacement or substitute Home Games played during the period of any such NFL Labor Dispute must be played in the Georgia Dome or the Stadium, subject to the terms of Section 2.1.2 and Section 2.2.2 hereof as the case may be.

(b) During the Georgia Dome Non-Relocation Period, none of the provisions set forth in Section 2.3(a) above shall delay or otherwise extend the time for payment of any monetary obligations due and payable by either Party under the terms of the Georgia Dome License Agreement.

ARTICLE 3

NON-RELOCATION

Section 3.1. Relocation of Club.

(a) During the Non-Relocation Term (including any renewal periods exercised by StadCo pursuant to the Stadium License Agreement and the Club pursuant to the Club Sublicense), the Club shall not relocate the Team or the Home Territory of the Team outside the boundaries of the Local Area.

(b) Without limiting or impairing the obligations of Article 2 hereof, in the event the Team is in violation of Article 2 then such action shall be deemed to be a relocation of the Home Territory of the Team which shall constitute a default under Section 3.1(a).

Section 3.2. Prohibited Actions. Subject to the provisions of Section 3.3 below, during the Non-Relocation Term, the Club shall not apply for or seek approval from the NFL for the relocation of the Team or the Home Territory of the Team outside the Local Area.

Section 3.3. Third Party Negotiations. Notwithstanding any terms of Section 3.2 to the contrary, during (x) the period of time that is five (5) years prior to the Scheduled Expiration Date (as defined in the Stadium License Agreement), (y) any renewal periods exercised by StadCo pursuant to the Stadium License Agreement or (z) the existence of a "Licensor Default" (as defined in the Stadium License Agreement), or a "GWCCA Default" (as defined in the Project Development and Funding Agreement), then and only then the Club may, after giving

prior written notice to the GWCCA in the case of clause (z) above, enter into negotiations or agreements with third parties, and/or seek the approval of the NFL, concerning the relocation of the Team or the Home Territory of the Team outside the boundaries of the Local Area, but (i) any such relocation shall be effective only upon the expiration or earlier termination of the Stadium License Agreement and (ii) for the remainder of the Non-Relocation Term, the Club shall remain, and any such third party agreements requiring the approval of the NFL shall be, subject to all other provisions of this Non-Relocation Agreement including, without limitation, Section 2.2.1 above. The Parties hereby agree that the Club will not be in violation of the terms of this Section 3.3 if the Club responds to requests inquiring as to the possibility of relocating the Home Territory of the Team outside of the Local Area in an informal manner without negotiations with regard to the terms of any such relocation. The foregoing notwithstanding, the Club shall not be in breach of this Section 3.3 in the event that the purpose of any such negotiation or agreement with third parties is for the purpose of (i) exercising the Club's rights under Article 2 in connection with the playing of one (1) Home Game in any NFL Season outside of the Local Area as provided for therein or (ii) exercising the Club's rights under Section 2.2.2.

ARTICLE 4

DEFAULTS AND REMEDIES FOR A CLUB DEFAULT

Section 4.1. Club Default. The occurrence of any of the following shall be a "Club Default":

(a) Failure of the Club to keep, observe, or perform any of the terms, covenants, or agreements contained in Sections 2.2 or 3.1 of this Non-Relocation Agreement notwithstanding the existence of any "Licensee Default" under the Stadium License Agreement or a "Club Default" or "StadCo Default" under the Project Development and Funding Agreement; or

(b) Any material representation or warranty confirmed or made in this Non-Relocation Agreement by the Club shall be found to have been incorrect in any material respect when made or deemed to have been made and the same is not remedied within thirty (30) days after the GWCCA and/or Invest Atlanta gives notice to the Club thereof; or

(c) The (i) filing by the Club of a voluntary petition in bankruptcy; or (ii) adjudication of the Club as a bankrupt; or (iii) filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of, the Club under the United States Bankruptcy Code or any other similar state or federal law dealing with creditor's rights generally unless within sixty (60) days after such filing the Club causes such proceeding or appointment to be stayed or discharged; or (iv) appointment of a receiver, trustee or other similar official for the Club or its property.

Section 4.2. GWCCA Remedies. Upon the occurrence of any Club Default, the GWCCA may, in its sole discretion, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Non-Relocation Agreement:

(a) So long as the GWCCA has not terminated the Stadium License Agreement, or terminated the right of StadCo to possession of the Stadium under the Stadium License Agreement, or recovered liquidated damages pursuant to Section 4.5 hereunder, the GWCCA may seek and obtain injunctive or declaratory relief pursuant to Section 4.4 hereof including, without limitation, specific performance;

(b) So long as neither the GWCCA nor Invest Atlanta has obtained injunctive or declaratory relief pursuant to Section 4.4 hereunder, the GWCCA may recover liquidated damages pursuant to Section 4.5 hereof but only in the event of a Club Default under Section 3.1 hereof; and

(c) Except as to a violation of Section 3.1 hereof or as otherwise set forth in this Section 4.2 or Section 4.4, the GWCCA may exercise any and all other remedies available to the GWCCA at law or in equity.

Section 4.3. Invest Atlanta Remedies. Upon the occurrence of any Club Default, Invest Atlanta may, in its sole discretion, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Non-Relocation Agreement:

(a) So long as the GWCCA has not terminated the Stadium License Agreement, terminated the right of StadCo to possession of the Stadium under the Stadium License Agreement or, together with Invest Atlanta, recovered liquidated damages pursuant to Section 4.5 hereunder, Invest Atlanta may seek and obtain injunctive or declaratory relief pursuant to Section 4.4 hereof including, without limitation, specific performance;

(b) So long as neither the GWCCA nor Invest Atlanta has obtained injunctive or declaratory relief pursuant to Section 4.4 hereunder, Invest Atlanta may recover liquidated damages pursuant to Section 4.5 hereof but only in the event of a violation of Section 3.1 hereof; and

(c) Except as to a violation of Section 3.1 hereof or as otherwise set forth in this Section 4.2 or Section 4.4, Invest Atlanta may exercise any and all other remedies available to Invest Atlanta at law or in equity.

The GWCCA and Invest Atlanta will cooperate in good faith in order to coordinate the pursuit of remedies under this Non-Relocation Agreement; provided that nothing herein shall limit either the GWCCA or Invest Atlanta from pursuing remedies available to it.

Section 4.4. Declaratory or Injunctive Relief.

(a) So long as the GWCCA has not terminated the Stadium License Agreement, terminated StadCo's right to possession of the Stadium under the Stadium License Agreement or, together with Invest Atlanta, obtained liquidated damages under Section 4.5 hereunder (if the GWCCA or Invest Atlanta have chosen to pursue any of such remedies), any Party shall be entitled to seek injunctive relief prohibiting or mandating action by any other Party in accordance with this Non-Relocation Agreement,

or declaratory relief with respect to any matter under this Non-Relocation Agreement. In addition, the Club (i) recognizes that the GWCCA owns the Stadium, certain taxes have been imposed by the City, certain debt has been incurred by the GWCCA in order to permit the playing of Home Games in the Georgia Dome during the Georgia Dome Non-Relocation Period and certain bonds have been issued by Invest Atlanta in order to permit the playing of Home Games in the Stadium during the Non-Relocation Term, all as provided in Article 2, and (ii) acknowledges and agrees that monetary damages could not be calculated to compensate the GWCCA or Invest Atlanta for any breach by the Club of the covenants and agreements contained in this Non-Relocation Agreement. Accordingly, the Club agrees that (A) the GWCCA and/or Invest Atlanta may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of the Club contained in this Non-Relocation Agreement without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (B) the administration of an order for injunctive relief would not be impractical and, in the event of any breach by the Club of any covenant, duty or obligation contained in this Non-Relocation Agreement, the balance of hardships would weigh in favor of entry of injunctive relief, (C) the GWCCA and/or Invest Atlanta may enforce any such covenant, duty or obligation of the Club contained in this Non-Relocation Agreement through specific performance if so awarded pursuant to any dispute resolution proceedings, and (D) the GWCCA and/or Invest Atlanta may seek injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Non-Relocation Agreement on an interim basis pending the outcome of any dispute resolution of the applicable dispute or controversy pursuant to any dispute resolution proceedings. The Parties hereby agree and irrevocably stipulate that the rights of the GWCCA and/or Invest Atlanta to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Club.

(b) The Club waives any right it may have to object to or to raise a defense to any actual or requested award of the remedy of specific performance in any action brought by or on behalf of the GWCCA and/or Invest Atlanta in respect of a material breach or threatened breach by the Club of this Non-Relocation Agreement except (x) alleged unclean hands of the GWCCA and/or Invest Atlanta or laches in the commencement of the proceedings and (y) the defense that there has in fact not been a material breach or threatened breach by the Club of this Non-Relocation Agreement.

(c) Notwithstanding the foregoing to the contrary, the GWCCA and Invest Atlanta agree that they must first seek injunctive or declaratory relief pursuant to this Section 4.4 hereof (including specific performance) prior to instituting a suit for liquidated damages. In the event that the remedy of injunctive relief pursuant to this Section 4.4 (including specific performance) is not granted by a court of competent jurisdiction, then the GWCCA and Invest Atlanta shall have the right to pursue any and all other remedies available under this Non-Relocation Agreement including any and all remedies available at law or in equity.

Section 4.5. Liquidated Damages.

(a) Although neither the GWCCA nor Invest Atlanta has any right to operate the Team, the Parties recognize, agree, and stipulate that the financial, civic, and social benefits to the GWCCA and Invest Atlanta from the presence of the Team and the playing of its Home Games in the Local Area are great, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that benefit from the presence of the Team in the Local Area. Accordingly, the magnitude of the damages that would result from a Club Default under Section 3.1 hereof would be very significant in size but difficult to quantify including, without limitation, damages to the reputation and finances of the GWCCA and Invest Atlanta. Therefore, the Parties agree that, so long as no injunctive or declaratory relief has been obtained, in the event of a Club Default under Section 3.1 hereof, including, without limitation, any such breach arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, the GWCCA and Invest Atlanta will be entitled to recover from the Club the aggregate sums set forth on Appendix C (the "Liquidated Damages"), which are stipulated by the Club to be reasonable estimated damages in the event of a Club Default under Section 3.1 hereof, as reasonable liquidated damages and not as a penalty. The payment of any Liquidated Damages will be allocated as follows:

(i) first, an amount will be allocated to Invest Atlanta (or in the event that Invest Atlanta ceases to exist or operate, to its assignee) equal to the amount of the then unpaid principal and interest outstanding on the H/MT Revenue Bonds; and

(ii) second, the remaining portion will be allocated eighty percent (80%) to the GWCCA (or in the event that the GWCCA ceases to exist or operate, to its assignee) and twenty percent (20%) to Invest Atlanta (or in the event that Invest Atlanta ceases to exist or operate, to its assignee).

(b) The Parties hereby acknowledge that they have negotiated the Liquidated Damages in an attempt to make a good faith effort in quantifying the amount of damages suffered by the GWCCA and Invest Atlanta due to a Club Default under Section 3.1 hereof despite the difficulty in making such determination. Accordingly, in the event the GWCCA or Invest Atlanta collect the Liquidated Damages, then the GWCCA and Invest Atlanta hereby waive any right to collect, seek or claim any additional monetary damages, including without limitation, any lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary, or punitive damages.

Section 4.6. Termination.

(a) This Non-Relocation Agreement shall terminate, subject to the terms of the next succeeding sentence below, upon the earlier of: (1) the expiration or earlier termination of the Non-Relocation Term; (2) the mutual agreement of each of the Parties; (3) the payment by the Club of liquidated damages in accordance with Section 4.5 if such liquidated damages are sought by the GWCCA pursuant to the terms of this Non-

Relocation Agreement; or (4) the termination of the Project Development and Funding Agreement or the Stadium License Agreement. Upon such termination, all obligations of the Parties under this Non-Relocation Agreement automatically shall terminate; provided that (x) termination of this Non-Relocation Agreement shall not alter any existing claim of any Party for breaches of this Non-Relocation Agreement occurring prior to such termination, (y) if this Non-Relocation Agreement terminates as a result of a termination of the Stadium License Agreement due to a "Licensee Default" thereunder, the GWCCA shall be entitled to recover, as if this Non-Relocation Agreement had continued in effect and had not been terminated, liquidated damages in accordance with Section 4.5 hereof (subject to the limitations set forth in Section 17.4 of the Stadium License Agreement) if there has been a Club Default under Section 3.1 hereof prior to the date of termination hereof and (z) the obligations of the Parties hereto with respect thereto shall survive termination.

(b) The Club shall have the right to terminate this Non-Relocation Agreement: (1) upon the occurrence of a "GWCCA Default" as defined in the Project Development and Funding Agreement; or (2) upon the occurrence of a "Licensor Default" as defined in the Stadium License Agreement.

Section 4.7. Cumulative Remedies. Except as expressly set out in this Non-Relocation Agreement, each right or remedy of the Parties provided for in this Non-Relocation Agreement shall be cumulative of and shall be in addition to every other right or remedy of the Parties provided for in this Non-Relocation Agreement, and the exercise or the beginning of the exercise by the Parties of any one or more of the rights or remedies provided for in this Non-Relocation Agreement shall not preclude the simultaneous or later exercise by the Parties of any or all other rights or remedies provided for in this Non-Relocation Agreement or any other Project Document or hereafter existing at law or in equity, by statute or otherwise.

Section 4.8. NFL Requirements.

4.8.1. GWCCA. It is acknowledged, understood and agreed that, so long as the letter agreement, dated as of May 18, 2015, by and among, inter alia, the NFL, the GWCCA, StadCo, the Club and the other parties thereto (as the same may hereafter be amended, the "GWCCA NFL Letter Agreement"; all capitalized terms used in this Section 4.8.1 and not defined in this Non-Relocation Agreement are defined in the GWCCA NFL Letter Agreement) is in effect and notwithstanding anything in this document or any other NSP Document to the contrary, (a) the exercise by the GWCCA of remedies under any NSP Document will be made in accordance with the terms and provisions of the GWCCA NFL Letter Agreement, the terms, conditions and provisions of which each of the parties to any NSP Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the GWCCA NFL Letter Agreement and the terms of any NSP Document (including without limitation this document/agreement), the terms of the GWCCA NFL Letter Agreement will control.

4.8.2. Invest Atlanta. It is acknowledged, understood and agreed that, so long as the letter agreement, dated as of May 18, 2015, by and among, inter alia, the NFL, Invest Atlanta, StadCo, the Club and the other parties thereto (as the same may hereafter be amended, the "IA

NFL Letter Agreement"; all capitalized terms used in this Section 4.8.2 and not defined in this Non-Relocation Agreement are defined in the IA NFL Letter Agreement) is in effect and notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by Invest Atlanta of remedies under any Operative Document will be made in accordance with the terms and provisions of the IA NFL Letter Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the IA NFL Letter Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the IA NFL Letter Agreement will control.

ARTICLE 5

ASSIGNMENT

Section 5.1. Sale of Franchise. The Club agrees that an essential part of the consideration to the GWCCA and Invest Atlanta under this Non-Relocation Agreement is (i) the obligation to cause the Team to play in the Georgia Dome (except as otherwise provided herein), as provided in Section 2.1 above, (ii) the obligation to cause the Team to play in the Stadium (except as otherwise provided herein), as provided in Section 2.2 above, (iii) the prohibition of relocating the Club, as provided in Section 3.1(a) above, and (iv) the requirement that the Person (whether one or more) who from time to time holds the Franchise comply, in all other respects, with the applicable terms and provisions of this Non-Relocation Agreement. Accordingly, the Club covenants and agrees that, without the prior written approval of the GWCCA and Invest Atlanta, the Club shall not transfer, sell or assign (each a "Club Transfer") the Franchise in any manner except upon compliance with each of the following conditions:

(a) The transfer of the Franchise is approved in accordance with the applicable National Football League Rules and Regulations;

(b) During the seven (7) years preceding the date of the Club Transfer, the assignee of the Franchise (the "Club Transferee") or any Person who is a Controlling Person of the Club Transferee as of the date of the Club Transfer shall not have been convicted in a federal or state felony criminal proceeding (including a conviction entered on a plea of nolo contendere) of a crime of moral turpitude, unless the same shall have been subsequently reversed, vacated, annulled or otherwise rendered of no effect under applicable Governmental Rule; provided, however that a suspension, a suspended sentence, a pardon, or deferred adjudication shall not be considered to render any such conviction of no effect;

(c) The Club Transferee or its Affiliate shall have assumed responsibility for the performance of all of the obligations of the Club under this Non-Relocation Agreement arising on and after the date of the Club Transfer pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement attached to the Stadium License Agreement or, if not substantially in such form, then in a form approved by the GWCCA and Invest Atlanta, which approval shall not be unreasonably withheld, delayed or conditioned, and shall be limited to the question

of whether such instrument, when duly executed, will accomplish its intended purpose of binding the Club Transferee or its Affiliate under this Non-Relocation Agreement; and

(d) In all instances, from and after such assignment, the Club Transferee or its Affiliate must also be the successor licensee under the Stadium License Agreement, the successor sublicensee under the Club Sublicense, and the successors to StadCo and the Club under all the Project Documents, in each case with respect to obligations arising on or after the date of the Club Transfer.

Section 5.2. Permitted Transfers. Notwithstanding anything in this Non-Relocation Agreement to the contrary, the GWCCA and Invest Atlanta will not have approval rights over any of the following (each, a “Permitted Transfer”):

(a) Any Club Transfer effected in accordance with Section 5.1;

(b) Any assignment, transfer, mortgage, pledge, encumbrance or Lien in or on the Franchise or any assignment, transfer, mortgage, pledge, encumbrance or Lien in or on any of the Club’s or StadCo’s trade fixtures, equipment, personal property, receivables, accounts, contract rights, general intangibles, tangible and intangible assets, or any revenue streams derived from any source whatsoever or the Franchise, provided the same is subject to a written intercreditor agreement entered into among the parties hereto and any senior lender(s) on terms mutually satisfactory to each of such parties; or

(c) Any direct or indirect transfer of any membership interests in the Club.

Section 5.3. Release of The Club. No Club Transfer shall relieve the Club from any of its obligations under this Non-Relocation Agreement except that the Club shall be relieved from any obligations arising under this Non-Relocation Agreement after the date of a Club Transfer if, and only if, both of the following occur:

(a) The Club has notified GWCCA and Invest Atlanta of the name and address of the Club Transferee and the Controlling Person, if any, of such Club Transferee in advance of the Club Transfer; and

(b) Such Club Transfer is a Permitted Transfer described in Section 5.2.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Representations.

6.1.1. The Club’s Representations. The Club hereby represents and warrants to the GWCCA and Invest Atlanta, as of the Effective Date, as follows:

(a) The Club is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite limited

liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

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

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

(d) The Club is the sole record and beneficial owner of the Team. The Club is, subject to the terms of its Franchise Agreement, a member in good standing of the NFL and is in compliance with its Franchise Agreement and all applicable National Football League Rules and Regulations which are relevant to the transactions contemplated herein.

(e) To the best knowledge of the Club, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the Club that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein or (excluding any publicly known action, suit, claim, proceeding or investigation of national significance against the NFL or all of its member clubs) that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs, or prospects of the Club, financially or otherwise or the ability of the Club to fulfill its obligations under this Non-Relocation Agreement.

(f) Arthur M. Blank, or Persons controlled by Arthur M. Blank is/are, directly or indirectly, the Controlling Person of the Club.

(g) The NFL has taken all necessary action under the National Football League Rules and Regulations to approve, and has approved, this Non-Relocation Agreement.

(h) The Club has delivered to the GWCCA and Invest Atlanta a true, complete, and accurate copy of such material portion of the National Football League Rules and Regulations that does or could affect the terms of this Non-Relocation Agreement.

6.1.2. GWCCA Representations. The GWCCA represents and warrants to Invest Atlanta and the Club as follows:

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

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

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

6.1.3. Invest Atlanta Representations. Invest Atlanta represents and warrants to the GWCCA and the Club as follows:

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

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

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

Section 6.2. Consent of National Football League. Any amendment to this Non-Relocation Agreement shall be subject to and made in accordance with National Football League Rules and Regulations, to the extent applicable, all as the same now exist or may be amended or adopted in the future. Any such amendment to this Non-Relocation Agreement that requires the consent of the National Football League is prohibited and shall be null and void unless all applicable consents are obtained in advance, and any such consent may be withheld at the sole and absolute discretion of the National Football League.

Section 6.3. Incorporation of Appendices and Schedules. All Appendices attached to this Non-Relocation Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 6.4. Notices. Subject to Section 6.11 below, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Non-Relocation Agreement shall be given in writing to such Party and shall be (a) mailed by first-class mail, postage prepaid certified or registered with return receipt requested, or delivered by a

reputable independent courier service, and will be deemed given two (2) business days after being deposited in an official U.S. mail depository (if mailed) or when received at the addresses of the Parties set forth in Appendix B to this Non-Relocation Agreement (if couriered), or at such other address as such Party shall designate by no less than five (5) days prior written notice to the other Parties to this Non-Relocation Agreement or (b) sent by electronic mail and will be deemed given upon telephonic confirmation of receipt from the Party's principal addressee set forth on Appendix B to this Non-Relocation Agreement.

Section 6.5. Severability. If any term or provision of this Non-Relocation Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Non-Relocation Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Non-Relocation Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.6. Entire Agreement; Amendment and Waiver. This Non-Relocation Agreement and the other Project Documents constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof supersedes all prior written and oral agreements and understandings with respect to such subject matter. There are no unwritten or oral agreements among the Parties. Neither this Non-Relocation Agreement nor any of the terms hereof including, without limitation, this Section 6.6, may be terminated, amended, supplemented, waived or modified orally or by conduct of the Parties, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under this Non-Relocation Agreement, or (ii) in insisting upon the strict performance by any other Party of such other Party's covenants, obligations or agreements under this Non-Relocation Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence upon strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or instance thereupon or the exercise of any other right, power or remedy, except as may be otherwise specifically and expressly provided herein. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Parties upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 6.7. Table of Contents Headings. The table of contents and headings of the various articles, sections and other subdivisions of this Non-Relocation Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 6.8. Parties in Interest; Limitation on Rights of Others. The terms of this Non-Relocation Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Non-Relocation Agreement, whether

express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

Section 6.9. Counterparts. This Non-Relocation Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Non-Relocation Agreement. All signatures need not be on the same counterpart.

Section 6.10. Governing Law. THIS NON-RELOCATION AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).

Section 6.11. Court Proceedings. Any suit, action or proceeding against any Party arising out of or relating to this Non-Relocation Agreement, any transaction contemplated hereby or any judgment entered by any court in respect of any thereof may only be brought in the Superior Court of Fulton County, State of Georgia, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable law, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for above. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in the Superior Court of Fulton County, State of Georgia, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Parties arising out of or relating to this Non-Relocation Agreement or any transaction contemplated hereby except in the Superior Court of Fulton County, State of Georgia.

Section 6.12. Obligation to Defend Validity of Agreement. If litigation is filed by an unrelated third party against the GWCCA, Invest Atlanta or the Club in an effort to enjoin such Party's performance of this Non-Relocation Agreement, the Parties who are named as parties in such action will take all commercially reasonable steps to support and defend the validity and enforceability of this Non-Relocation Agreement. Any other Party may intervene in any such matter in which a Party has been named as a defendant. Each Party will be responsible for its own attorneys' fees in and costs of such litigation, if any.

Section 6.13. Limitation of Liability.

(a) The respective liability of any Party hereunder shall be recoverable only from the respective assets of such Party and shall not extend to the assets of individual partners, members or shareholders of such Party. No present, past or future partner, member or shareholder of any Party shall have any individual liability for the satisfaction

of any obligations or liabilities of such Party under this Non-Relocation Agreement, all such individual liability, if any, being expressly waived and released by the Parties.

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

(c) No member of the Board of Managers of the Club or any officer of the Club or any member of the Club's staff shall have any individual liability with respect to the transactions contemplated herein except as provided by Governmental Rule.

(d) No member of the Board of Directors of Invest Atlanta or any member of Invest Atlanta's staff shall have any individual liability with respect to the transactions contemplated herein except as provided by Governmental Rule.

Section 6.14. Payment on Business Days. If any payment under this Non-Relocation Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

Section 6.15. Time of the Essence. Times set forth in this Non-Relocation Agreement for the performance of obligations shall be strictly construed, time being of the essence.

Section 6.16. Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any Party upon any breach or default of any other Party under this Non-Relocation Agreement will impair any such right, power or remedy of such Party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

Section 6.17. Interpretation. When used in this Non-Relocation Agreement, the singular includes the plural and the plural the singular, and words used herein importing any particular gender shall include the other non-specified gender. The terms and conditions of this Non-Relocation Agreement represent the result of negotiations between the Parties, each of which were represented and/or had the opportunity to be represented by independent counsel and none of which has acted under compulsion or duress; consequently, the normal rule of construction that any ambiguity be resolved against the drafting party will not apply to the interpretation of this Non-Relocation Agreement or of any exhibits, addenda, appendices or amendments hereto.

Section 6.18. Reliance. Each Party has entered into this Non-Relocation Agreement upon the advice of advisors of their own choosing, and each Party warrants and represents that it is not relying on any statement or advice of or from any other Party or any advisor of any other Party except as set forth expressly in this Non-Relocation Agreement. Each Party is entering into this Non-Relocation Agreement freely and voluntarily and each desires to be bound by this Non-Relocation Agreement. Each Party has been fully informed of the terms, conditions and effects of this Non-Relocation Agreement.

Section 6.19. No Assignment. Except as expressly provided herein, this Non-Relocation Agreement may not be assigned, whether by operation of law or otherwise, without the prior written consent of the other Parties; provided that (i) the GWCCA may assign its rights, obligations and interests under this Non-Relocation Agreement and the other Project Documents, together as a whole, to another agency, department or authority of the State of Georgia that has legal authority to assume the obligations of the GWCCA hereunder and thereunder without the consent of the other Parties, so long as notice of said assignment is provided to the other Parties not less than thirty (30) Business Days prior to such assignment and the assignee expressly assumes all of the GWCCA's rights, obligations and interests under this Non-Relocation Agreement and the other Project Documents and (ii) StadCo and the Club may assign their rights, obligations and interests under this Non-Relocation Agreement as provided in Sections 5.1 and 5.2. However, nothing in this Section 6.19 is intended to restrict in any manner the right or authority of the Georgia Legislature to restructure any state agency, department or authority including the GWCCA.

Section 6.20. Club Covenants. The Club hereby covenants (i) upon request of the GWCCA and Invest Atlanta, which request cannot be made more than once each calendar year, to provide the GWCCA and Invest Atlanta with updated copies of such material portion of the National Football League Rules and Regulations that does or could affect the terms of this Non-Relocation Agreement and (ii) to remain a member in good standing with the National Football League; provided, however, it shall not be a Club Default hereunder if Club fails to remain a member in good standing of the National Football League, but continues to perform its obligations hereunder and under the other Project Documents.

Section 6.21. Independent Consideration. The Parties hereby acknowledge and agree that the rights and obligations contained in this Non-Relocation Agreement are independent obligations for which separate consideration was received. The Club acknowledges that the obligations of the Club pursuant to this Non-Relocation Agreement are independent of its rights and obligations pursuant to the other Project Documents.


Section 6.22. Interest on Overdue Obligations and Post-Judgment Interest. If any sum due hereunder is not paid by the due date thereof, the Party hereto owing such obligation to the other Party or Parties shall pay to the other Party or Parties interest thereon at the Default Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due and to continue to accrue until paid. Any payment of such interest at the Default Rate pursuant to this Non-Relocation Agreement shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment obtained by any Party against any other Party in any action or proceeding arising out of a default by such other Party under this Non-Relocation Agreement shall bear interest thereafter until paid at the Default Rate.

[The Remainder Of This Page Is Intentionally Blank.]

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY

By:

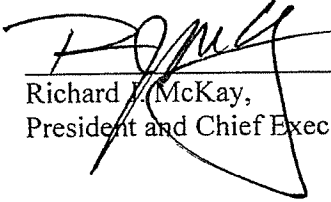


J Frank Poe, Executive Director

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

ATLANTA FALCONS FOOTBALL CLUB, LLC

By:

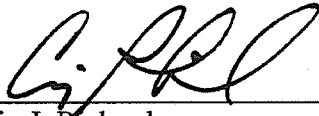


Richard J. McKay,
President and Chief Executive Officer

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

THE ATLANTA DEVELOPMENT AUTHORITY D/B/A
INVEST ATLANTA

By:
CW



Craig J. Richard
President and Chief Executive Officer

APPENDIX A
TO
NON-RELOCATION AGREEMENT

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

“Affiliate” shall have the meaning given to it in the Stadium License Agreement.

“Assignment and Assumption Agreement” shall have the meaning given to it in the Stadium License Agreement.

“Business Day” shall have the meaning given to it in the Stadium License Agreement.

“Casualty” shall have the meaning given to it in the Stadium License Agreement.

“City” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

“Club” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“Club Default” shall have the meaning given to it in Section 4.1 of this Non-Relocation Agreement.

“Club Sublicense” shall have the meaning given to it in the Transaction Agreement.

“Club Transfer” shall have meaning given to it in Section 5.1 of this Non-Relocation Agreement.

“Club Transferee” shall have the meaning given to it in Section 5.1(b) of this Non-Relocation Agreement.

“Condemnation Action” shall have the meaning given to it in the Stadium License Agreement.

“Controlling Person” shall have the meaning given to it in the Stadium License Agreement.

“County” means Fulton County, Georgia, a body corporate and politic under the laws of the State of Georgia.

“Default Rate” shall have the meaning given to it in the Stadium License Agreement.

“Effective Date” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“Franchise” shall have the meaning given to it in the Stadium License Agreement.

“Franchise Agreement” shall mean the Franchise Agreement among the Club, Arthur M. Blank, the 31 Member Teams (as such term is defined therein) of the NFL, and the NFL pursuant to which the Club was granted the Franchise, as such agreement may be modified, supplemented, or amended from time to time to the extent such modification, supplement or amendment is not in conflict with the terms of this Non-Relocation Agreement.

“Georgia Dome License Agreement” shall mean that certain License Agreement by and between the GWCCA and The Five Smiths, Inc., dated July 1, 1990, as amended and as assigned to the Club.

“Georgia Dome Non-Relocation Period” shall have the meaning given to it in Section 2.1.1 of this Non-Relocation Agreement.

“Georgia Dome Untenantable Condition” shall mean the existence of any one of the following conditions, including due to any Condemnation Action or any Casualty, but only to the extent that the same (if not due to any Condemnation Action or any Casualty) is not the direct, proximate result of the Club’s failure to perform its obligations under the Georgia Dome License Agreement:

- (a) the condition of the Georgia Dome is such that the NFL pursuant to National Football League Rules and Regulations prohibits the playing of NFL Home Games at the Georgia Dome; or
- (b) the use or occupancy of the Georgia Dome is not permitted under applicable Governmental Rules or is restricted in any material respect under applicable Governmental Rules, including, but not limited to, denial of access; or
- (c) the use or occupancy of thirty-five percent (35%) or more of any of the seating areas within the Georgia Dome are restricted or unusable or are subject to a material restriction on access.

“Governmental Rule” shall have the meaning given to it in the Stadium License Agreement.

“GWCCA” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“GWCCA Campus” shall have the meaning given to it in the Stadium License Agreement.

“GWCCA Default” shall have the meaning given to it in Section 3.3 of this Non-Relocation Agreement.

“H/MT Revenue Bonds” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

“Home Games” shall have the meaning given to it in the Stadium License Agreement.

“Home Territory” means the area contained within the boundaries of the City and the area contained within the surrounding territory to the extent of (seventy-five (75) miles) in every direction from the exterior corporate limits of the City.

“Hotel Motel Tax” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

“Invest Atlanta” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“Lien” means, with respect to any Property, any mortgage, lien, pledge, charge or security interest.

“Liquidated Damages” shall have the meaning given to it in Section 4.5(a) of this Non-Relocation Agreement.

“Local Area” means the geographical area comprising the combined boundaries of the City and the County, but in no event less than the area comprising the Home Territory.

“National Football League” or “NFL” shall have the meaning given to it in the Stadium License Agreement.

“National Football League Rules and Regulations” shall have the meaning given to it in the Stadium License Agreement.

“NFL Labor Dispute” means any of the following that results in the NFL canceling the Home Game in question: any owners’ lock-out, players’, umpires’, or referees’ strike or other NFL labor disputes.

“NFL Season” shall have the meaning given the term “NFL Football Season” in the Stadium License Agreement.

“Non-Relocation Agreement” means this Non-Relocation Agreement dated as of the Effective Date by and between the GWCCA, Invest Atlanta and the Club, as the same may be amended, supplemented, modified, renewed or extended, from time to time.

“Non-Relocation Term” shall have the meaning given to it in Section 2.2.1 of this Non-Relocation Agreement.

“Opening Date” shall have the meaning given to it in the Stadium License Agreement.

“Parties” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“Party” shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

“Permitted Transfer” shall have the meaning given to it in Section 5.2 of this Non-Relocation Agreement.

“Person” shall have the meaning given to it in the Stadium License Agreement.

“Project Documents” shall have the meaning given to it in the Stadium License Agreement.

“Project Development and Funding Agreement” means that certain Project Agreement and Funding Agreement, dated as of February 5, 2014, by and between the GWCCA, StadCo and the Club, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Property” shall have the meaning given to it in the Stadium License Agreement.

“Public Contribution” shall have the meaning given it in the Project Development and Funding Agreement.

“StadCo” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

“Stadium” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

“Stadium License Agreement” means that certain Stadium License and Management Agreement dated as of the Effective Date (as defined therein) by and between the GWCCA and StadCo, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Stadium Untenantable Condition” shall have the same meaning as the term “Untenantable Condition” under the Stadium License Agreement.

“Team” shall mean the NFL team owned by the Club pursuant to the rights granted to it as a franchisee under the Franchise Agreement.

“Term” shall have the meaning given to it under Section 4.1 of the Stadium License Agreement.

“Transaction Agreement” shall have the meaning given to it in the recitals of this Non-Relocation Agreement.

Rules as to Usage

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

2. "Include", "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

3. "Writing", "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

4. Any agreement, instrument or Governmental Rule defined or referred to above means such agreement or instrument or Governmental Rule as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Governmental Rules) by succession of comparable successor Governmental Rules and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

5. References to a Person are also to its permitted successors and assigns.

6. Any term defined above by reference to any agreement, instrument or Governmental Rule has such meaning whether or not such agreement, instrument or Governmental Rule is in effect.

7. "Hereof", "herein", "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, Section or other subdivision thereof or attachment thereto. References in an instrument to "Article", "Section", "subsection" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to schedules, exhibits or appendices in any agreement or instrument that is governed by this Appendix are to schedules, exhibits or appendices attached to such instrument or agreement.

8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.

9. References to any gender include, unless the context otherwise requires, references to all genders.

10. The word "or" will have the inclusive meaning represented by the phrase "and/or."

11. "Shall" and "will" have equal force and effect.

12. Unless otherwise specified, all references to a specific time of day shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question in Atlanta, Georgia.

13. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

14. The words “unreasonably withheld” shall mean unreasonably withheld, conditioned or delayed.

15. Whenever the context may require, the singular form of nouns, pro-nouns and verbs, shall include the plural, and vice versa.

APPENDIX B
TO
NON-RELOCATION AGREEMENT

ADDRESSES FOR NOTICES

A. **GWCCA**: GEORGIA WORLD CONGRESS CENTER AUTHORITY

Notices: All notices to the GWCCA shall be sent to:

Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attention: Executive Director
Facsimile Number: (404) 223-4011
E-mail: fpoe@gwcc.com

with concurrent copies of all notices to the GWCCA being sent to:

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

Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attn: J. Pargen Robertson, Jr.
Facsimile Number: (404) 223-4011
E-mail: PRObertson@GWCC.com

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

Greenberg Traurig, LLP
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 30305
Attn: Kenneth M. Neighbors
Facsimile Number: (678) 553-2181
E-mail: neighborsk@gtlaw.com

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 1700
Houston, Texas 77002
Attention: Franklin D.R. Jones, Jr.
Facsimile Number: (713) 754-7530
E-mail: jonesf@gtlaw.com

Winstead PC
600 Travis Street, Suite 1100
Houston, Texas 77002
Attn: Denis Clive Braham
Facsimile Number: (713) 650-2400
E-mail: dbraham@winstead.com

B. INVEST ATLANTA: THE ATLANTA DEVELOPMENT AUTHORITY

Notices: All notices to Invest Atlanta shall be sent to:

Invest Atlanta
133 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Craig J. Richard
E-mail: crichard@investatlanta.com

with a concurrent copies to:

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

and

Hunton & Williams LLP
Bank of American Plaza, Suite 4100
600 Peachtree Street
Atlanta, Georgia 30308
Attn: Douglass P. Selby, Esq.
E-mail: dselby@hunton.com

C. THE CLUB: ATLANTA FALCONS FOOTBALL CLUB, LLC

Notices: All notices to the Club shall be sent to:

Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attn: Richard J. McKay
Facsimile Number: (770) 985-2845
E-mail: rmckay@falcons.nfl.com

with a concurrent copy to:

AMB Group, LLC
3223 Howell Mill Road, NW
Atlanta, Georgia 30327
Attn: Michael J. Egan
Facsimile Number: (404) 367-2147
E-mail: megan@ambfo.com

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

King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Attn: Justin M. King
Facsimile Number: (404) 572-5133
E-mail: jking@kslaw.com

Appendix C
Liquidated Damages

<u>Year</u>	<u>Liquidated Damages</u>
2017	\$ 350,000,000
2018	\$ 350,000,000
2019	\$ 300,000,000
2020	\$ 300,000,000
2021	\$ 300,000,000
2022	\$ 300,000,000
2023	\$ 300,000,000
2024	\$ 250,000,000
2025	\$ 250,000,000
2026	\$ 250,000,000
2027	\$ 250,000,000
2028	\$ 250,000,000
2029	\$ 200,000,000
2030	\$ 200,000,000
2031	\$ 200,000,000
2032	\$ 200,000,000
2033	\$ 200,000,000
2034	\$ 150,000,000
2035	\$ 150,000,000
2036	\$ 150,000,000
2037	\$ 150,000,000
2038	\$ 150,000,000
2039	\$ 100,000,000
2040	\$ 100,000,000
2041	\$ 100,000,000
2042	\$ 100,000,000
2043	\$ 100,000,000
2044	\$ 50,000,000
2045	\$ 50,000,000
2046	\$ 50,000,000
2047	\$ 50,000,000

ATL 19604336v2