

**STADIUM LICENSE AND MANAGEMENT AGREEMENT**

by and between

**GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY,**  
as Licensors,

and

**ATLANTA FALCONS STADIUM COMPANY, LLC,**  
as Licensee

Successor Facility to the Georgia Dome  
Atlanta, Georgia

Dated as of May 18, 2015

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## APPENDICES AND EXHIBITS

### APPENDICES:

APPENDIX A      Glossary of Defined Terms and Rules as to Usage

### EXHIBITS:

EXHIBIT A-1	Legal Description of Stadium Site
EXHIBIT A-2	Outline of Stadium Site and Georgia Dome Site
EXHIBIT B	Pre-Opening/Construction Period/Capital Improvements Approval Rights
EXHIBIT C	Post-Opening/Operational Period Approval Rights
EXHIBIT D	Project Documents
EXHIBIT E	Form of Assignment and Assumption Agreement

## STADIUM LICENSE AND MANAGEMENT AGREEMENT

This STADIUM LICENSE AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of May 18, 2015 (the "Effective Date"), by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY, an instrumentality of the State of Georgia and a public corporation ("Licensor" or the "GWCCA"), and ATLANTA FALCONS STADIUM COMPANY, LLC, a Georgia limited liability company ("Licensee" or "StadCo"). Licensee and Licensor are referred to herein collectively as the "Parties" and individually as a "Party."

### WITNESSETH:

WHEREAS, the Atlanta Falcons Football Club, LLC, a Georgia limited liability company (the "Club"), currently owns and operates the Atlanta Falcons franchise issued by the NFL (the "Team").

WHEREAS, Licensee has been formed as an entity under common control with the Club for the purpose of developing and operating the Stadium, and the Club will agree, as provided herein, to guarantee all obligations of Licensee with respect hereto and the other Project Documents.

WHEREAS, Licensor, Licensee, the Club and 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"), have entered into a Transaction Agreement dated as of February 5, 2014, as the same may be amended, supplemented, modified, renewed or extended from time to time (the "Transaction Agreement"), setting forth certain agreements regarding the financing, construction, development and operation of a new operable roof, state-of-the-art multi-purpose stadium (the "Stadium"), including acquisition and preparation of the Stadium Site.

WHEREAS, Licensor, Licensee, and the Club have previously entered into that certain Project Development and Funding Agreement dated as of February 5, 2014, as the same may be amended, supplemented, modified, renewed or extended from time to time (the "Project Development Agreement"), regarding the terms and conditions for acquisition of the Stadium Site, on and off-site design, financing, development, construction, equipping and furnishing of the Stadium on the Stadium Site and all related amenities, all as set forth in the Project Development Agreement.

WHEREAS, Licensor and Licensee intend to construct the Stadium on certain real property owned or controlled by Licensor, located on the GWCCA Campus in Atlanta, Georgia, as more fully described on Exhibit A-1 attached hereto and made a part hereof and depicted on Exhibit A-2 attached hereto and made a part hereof (the "Site"; the Site, together with other rights, interests, easements, privileges and appurtenances associated therewith, collectively being the "Stadium Site"). For the avoidance of doubt, neither the Site nor the Stadium Site will include the New Parking Decks or the land underlying the New Parking Decks.

WHEREAS, Licensor desires to license and grant a right of entry to Licensee, and Licensee desires to accept said license and right of entry from Licensor to use, operate and

manage, the Stadium, certain tangible personal property and equipment comprising a Component or portion thereof or otherwise located on or in the Stadium Site as set forth in this Agreement, and all intangible property and other rights associated with the ownership, use or enjoyment of the Stadium as set forth in this Agreement and the other Project Documents, all upon the terms and conditions set forth in this Agreement and, as applicable, the other Project Documents.

## **AGREEMENTS**

For and in consideration of the respective covenants and agreements of Licensor and Licensee set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor and Licensee, and intending to be legally bound hereby, Licensor and Licensee do hereby agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS:** **REPRESENTATIVES OF LICENSOR AND LICENSEE**

Section 1.1 Definitions and Usage. Unless the context requires otherwise, capitalized terms used in this 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 applicable to this Agreement.

Section 1.2 Licensor Representative. On or before thirty (30) days after the Effective Date, Licensor shall designate one or more individuals to be the Licensor Representative (each, a "Licensor Representative" and collectively, the "Licensor Representatives") and provide Licensee with written notice of the identity of the individual(s) so designated. Licensor shall have the right, from time to time, to change any or all of the Persons who are the Licensor Representatives by giving Licensee written notice thereof. With respect to any action, decision or determination that is to be taken or made by Licensor under this Agreement, each Licensor Representative may take such action or make such decision or determination or shall notify Licensee in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any consent, approval, decision or determination hereunder by a Licensor Representative shall be binding on Licensor; provided, however, that the Licensor Representative shall not have the right to terminate this Agreement. Licensee and other Persons dealing with any one Person who is a Licensor Representative shall be entitled to rely conclusively on the power and authority of such Person to bind Licensor without any obligation to ascertain that such Person has complied with any requirements, and execution of any instrument or document by such Person, other than an agreement to terminate this Agreement, shall be conclusive evidence of such power and authority.

Section 1.3 Licensee Representative. On or before thirty (30) days after the Effective Date, Licensee shall designate one or more individuals to serve as the Licensee Representative (each, a "Licensee Representative" and collectively, the "Licensee Representatives") and provide Licensor with written notice of the individual(s) so designated. Licensee shall have the right,

from time to time, to change any or all of the individuals who are the Licensee Representatives by giving Licensor written notice thereof. With respect to any action, decision or determination that is to be taken or made by Licensee under this Agreement, each Licensee Representative may take such action or make such decision or determination or shall notify Licensor in writing of the Person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such Person(s) for response or action. Any consent, approval, decision or determination hereunder by a Licensee Representative shall be binding on Licensee; provided, however, that the Licensee Representative shall not have the right to terminate this Agreement. Licensor and other Persons dealing with any one Person who is a Licensee Representative shall be entitled to rely conclusively on the power and authority of such Person to bind Licensee without any obligation to ascertain that such Person has complied with any requirements, and execution of any instrument or document by such Person, other than an agreement to terminate this Agreement, shall be conclusive evidence of such power and authority.

## **ARTICLE 2**

### **GRANT OF LICENSE AND USUFRUCT**

Section 2.1 Grant. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, Licensor has licensed, and does hereby license exclusively unto Licensee, and Licensee does hereby license from Licensor, the following:

(a) The Stadium, including, without limitation, the Stadium Site, all of the improvements to be constructed thereon or otherwise located on or under the Stadium Site, including, but not limited to, the Components, and all other improvements, additions, and alterations, constructed, provided or added thereto from time to time (collectively, the “Stadium Improvements”), and all rights, interests, privileges, easements, and appurtenances thereto;

(b) All furniture, fixtures, equipment, furnishings, machinery, installations and all other Components and personal property owned by, or leased to, Licensor that are from time to time located on or in the Stadium, together with all additions, alterations and replacements thereof (whether replaced by either Licensor or Licensee), but excluding any personal property owned by Licensee or any of its Space Users, licensees or invitees that may from time to time be brought onto the Stadium Site other than substitute Personalty as set out in Section 12.1.2 hereof (collectively, the “FF&E” and, together with the Stadium, the Stadium Site, the Stadium Improvements and all appurtenant easements, collectively the “Premises”);

(c) Subject to the limitations set forth in this Agreement and the Project Documents, the exclusive right to use and occupy the Premises and uninterrupted access to and egress from the Premises; and

(d) All of Licensors's Intangible Property Rights described in the Intellectual Property License Agreement.

Section 2.2 Usufruct. This Agreement grants to Licensee a usufruct to use and occupy the Premises upon the terms and conditions set forth herein, and creates the relationship of licensor and licensee only. No estate or other property interest shall pass from Licensor to Licensee; nor shall any tenancy be deemed to be created hereby. Licensee's interest in this Agreement is not subject to levy or sale.

Section 2.3 Right of Occupancy; Covenant of Quiet Enjoyment.

2.3.1 Right of Occupancy. On the Commencement Date, Licensor shall deliver to Licensee the exclusive right to use and occupy the Premises free of all tenancies and parties in possession of the Premises (other than those arising by, through or under Licensee), said use and occupancy being subject only to those rights created by virtue of (i) Mechanic's Liens and other Encumbrances and rights arising by, through or under Licensee, (ii) the rights of Licensor under this Agreement and under the other Project Documents to the extent consented to by Licensee therein, (iii) the easements and other encumbrances or restrictions of record, (iv) Governmental Rule; and (v) the terms and conditions of this Agreement (items (i), (ii), (iii), (iv) and (v), collectively, the "Permitted Encumbrances").

2.3.2 Covenant of Quiet Enjoyment. Licensor covenants that Licensee, upon paying the License Fee and upon keeping, observing and performing the terms, covenants and conditions of this Agreement to be kept, observed and performed by Licensee, shall and may quietly and peaceably, occupy, use, and enjoy the Premises as a usufruct during the Term without disturbance or interference by or from Licensor, or any other Person claiming by, through or under Licensor but not otherwise (other than Persons claiming by, through or under Licensee), subject only to (a) Encumbrances arising by, through or under Licensee, (b) rights of Space Users arising by, through or under Licensee and (c) the Permitted Encumbrances.

Section 2.4 License Priority. Licensor warrants and covenants to Licensee that this Agreement and Licensee's license interest in, and right of entry to and usufruct in, and other rights to, the Premises (collectively, Licensee's "License Interest") and Licensor's Intangible Property Rights arising under this Agreement shall be senior and prior to any Encumbrance (other than the Permitted Encumbrances) created or arising in connection with the acquisition, development, construction, financing or ownership of the Premises or any portion thereof or otherwise, and, except for the rights contained in the Permitted Encumbrances and/or as otherwise set forth herein, that no third party shall have any right, title or interest in the Premises adverse to Licensee's License Interest to the Premises. Licensor shall provide from time to time such evidence as Licensee reasonably requests to confirm that there are no Encumbrances, other than Permitted Encumbrances, affecting the Premises that are superior to Licensee's License Interest. The foregoing does not extend to any Liens arising by, through or under Licensee or its agents acting in such capacity.

Section 2.5 Short Form License and Usufruct. Contemporaneously with the execution of this Agreement, the Parties shall execute and deliver a Short Form of License and Usufruct to which will be attached a description of the Premises and which may be recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia.

Section 2.6 Restrictions on Air Rights and Subsurface Rights. Except as necessary to construct and operate the Stadium and appurtenances thereto, Licensee is not granted any air rights over or subsurface rights under the Stadium Site. Except as permitted by the Site Coordination Agreement, Licensors will not develop, permit any development of, or interfere in any way with any of the air rights or air space above the Stadium Site or any of the subsurface rights and space below the Stadium Site without the prior written consent of Licensee.

### **ARTICLE 3**

#### **CONSTRUCTION OF THE STADIUM**

Section 3.1 Project Development Agreement. Licensors shall complete, or cause to be completed, as and when required under the Project Development Agreement, the acquisition and delivery of the Stadium Site and any other obligations of Licensors under the Project Development Agreement. Licensee shall complete, or cause to be completed, as and when required under the Project Development Agreement, the construction of the Stadium and any other work that may be required under the Project Development Agreement.

Section 3.2 Condition of the Stadium Site; Disclaimer of Representations and Warranties. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE PROJECT DEVELOPMENT AGREEMENT, AS BETWEEN LICENSEE AND LICENSOR:

(a) NEITHER LICENSOR NOR ANY RELATED PARTY OF LICENSOR MAKES OR HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AND LICENSOR HEREBY DISCLAIMS AND LICENSEE WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING (i) THE PHYSICAL CONDITION OF THE STADIUM SITE (INCLUDING THE GEOLOGY OR THE CONDITION OF THE SOILS OR OF ANY AQUIFER UNDERLYING THE STADIUM SITE AND ANY ARCHEOLOGICAL OR HISTORICAL ASPECT OF THE STADIUM SITE), (ii) THE SUITABILITY OF THE STADIUM SITE OR ITS FITNESS FOR A PARTICULAR PURPOSE AS TO ANY USES OR ACTIVITIES WHICH LICENSEE MAY MAKE THEREOF OR CONDUCT THEREON AT ANY TIME DURING THE TERM, (iii) THE LAND USE REGULATIONS APPLICABLE TO THE STADIUM SITE OR THE COMPLIANCE THEREOF WITH ANY GOVERNMENTAL RULE, (iv) THE FEASIBILITY OF THE STADIUM IMPROVEMENTS WORK, (v) THE EXISTENCE OF ANY HAZARDOUS MATERIALS OR ENVIRONMENTAL CLAIMS, (vi) THE CONSTRUCTION OF THE STADIUM IMPROVEMENTS OR ANY OTHER IMPROVEMENTS ON THE

STADIUM SITE OR (vii) ANY OTHER MATTER RELATING TO THE STADIUM IMPROVEMENTS OR ANY OTHER IMPROVEMENTS AT ANY TIME CONSTRUCTED OR TO BE CONSTRUCTED ON THE STADIUM SITE;

(b) NO REVIEW, APPROVAL OR OTHER ACTION BY LICENSOR UNDER THIS AGREEMENT OR THE PROJECT DEVELOPMENT AGREEMENT SHALL BE DEEMED OR CONSTRUED TO BE SUCH A REPRESENTATION OR WARRANTY;

(c) AS OF THE EFFECTIVE DATE OF THE PROJECT DEVELOPMENT AGREEMENT, LICENSEE SHALL HAVE BEEN AFFORDED FULL OPPORTUNITY TO INSPECT, AND LICENSEE SHALL HAVE INSPECTED AND HAD FULL OPPORTUNITY TO BECOME FAMILIAR WITH, THE CONDITION OF THE STADIUM SITE, THE BOUNDARIES THEREOF, ALL TITLE MATTERS AND LAND USE REGULATIONS APPLICABLE THERETO AND OTHER MATTERS RELATING TO THE DEVELOPMENT THEREOF; AND

(d) LICENSEE'S ACCEPTANCE OF THE STADIUM SITE ON THE EFFECTIVE DATE OF THE PROJECT DEVELOPMENT AGREEMENT WILL BE STRICTLY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS INCLUDING THE ENVIRONMENTAL CONDITION OF THE STADIUM SITE.

Section 3.3 Licensee Risks. EXCEPT WITH RESPECT TO ANY BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY LICENSOR IN THIS AGREEMENT OR THE PROJECT DEVELOPMENT AGREEMENT, LICENSEE AGREES THAT, AS BETWEEN LICENSOR AND LICENSEE, LICENSOR SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE FOLLOWING (COLLECTIVELY, THE "LICENSEE'S RISKS"):

(a) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION SUPPLIED BY ANY PERSON, INCLUDING THE ENVIRONMENTAL REPORTS;

(b) THE CONDITION, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN, OPERATION OR VALUE OF THE STADIUM SITE;

(c) THE COMPLIANCE OF THE STADIUM SITE OR ANY OTHER PROPERTY OF LICENSOR WITH ANY APPLICABLE LAND USE REGULATIONS OR ANY GOVERNMENTAL RULE;

(d) THE FEASIBILITY OF THE STADIUM, STADIUM IMPROVEMENTS WORK OR ANY ADDITIONAL WORK;



(e) THE EXISTENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS OR ENVIRONMENTAL CLAIMS;

(f) THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE STADIUM SITE OR ANY ADJACENT PROPERTY; AND

(g) ANY OTHER MATTER RELATING TO ANY STADIUM IMPROVEMENTS OR ANY ADDITIONAL IMPROVEMENTS.

#### **ARTICLE 4**

##### **TERM**

Section 4.1 Term. The term of this Agreement (the "Term") shall commence on the date of the Final Closing (the "Commencement Date") and shall expire on February 28, 2047 (as such date may be extended for any NFL home playoff games for the Team or any renewal term described below) or any date of early termination as provided herein; provided that if the Stadium does not open on or before the Team's first home game of the 2017 NFL Season, the expiration date will occur on February 28 (as extended for any NFL home playoff games for the Team) of such year subsequent to 2047 as results in the Team playing thirty (30) full seasons in the Stadium (the "Scheduled Expiration Date") unless sooner terminated pursuant to Article 14, Article 15 or Article 17, in which event the date of early termination shall be the date on which this Agreement is terminated pursuant to Article 14, Article 15 or Article 17 (the Scheduled Expiration Date, as it may be so accelerated or may be extended as hereinafter provided, being the "Expiration Date"). If no Licensee Default then exists, Licensee, will have the option to renew this Agreement (and extend the Club Stadium License Agreement) for three (3) successive renewal terms of five (5) years each, each of which renewal terms shall be upon all the same terms and conditions as set forth herein except for the reduction of the number of renewal options as a result of each such exercise. If Licensee decides to exercise a renewal option, then Licensee must provide written notice to Licensor of such election at least two (2) years prior to the expiration of the initial term or any applicable renewal term. If this Agreement is renewed, then the Club Stadium License Agreement will automatically be renewed for the same renewal period as this Agreement and the Non-Relocation Agreement will automatically be extended for the same period of time as this Agreement. Licensor and Licensee will not have any early termination rights except as otherwise provided in this Agreement and the other Project Documents.

#### **ARTICLE 5**

##### **LICENSE FEE**

Section 5.1 Licensee Fee.

(a) Licensee shall pay to Licensor, without any right of offset, reduction or abatement (except as provided in this Agreement), as full consideration for all of the estates, interests, rights and powers assigned and

licensed to Licensee pursuant to this Agreement, a license fee of \$2,500,000 per annum for each year during the Term (commencing with the year the first License Fee Installment is due), escalated by 2% annually each year thereafter (the "License Fee"). One half of the License Fee due in each year will be paid by Licensee on May 1 of each year that the License Fee is due, and the remaining one half of the License Fee due in each year will be paid by Licensee on December 1 of each year that the License Fee is due (individually, a "Semi-Annual Installment," and collectively, the "License Fee Installments"). The initial License Fee Installment shall be due on May 1, 2017; provided that if the Final Completion of the Stadium has not occurred prior to May 1, 2017, then the initial License Fee Installment shall be due on the first day of the first month following the Substantial Completion Date. Licensee shall pay sixty (60) License Fee Installments during the full initial term and ten (10) License Fee Installments during each full renewal term.

(b) If Licensee fails to pay any License Fee Installment when due, Licensee will be responsible for a late payment fee equal to the Default Rate of the installment of the License Fee for each month that such payment is not timely paid until such payment is paid to reimburse the Licensor for administrative costs it incurs resulting from such late payment.

## **ARTICLE 6**

### **OCCUPANCY; REVENUES**

Section 6.1 Permitted Uses. During the Term, Licensee and Licensee's Affiliates shall have the exclusive right (but not the obligation) to use and occupy the Premises for only the following purposes (collectively, the "Permitted Uses") without the prior written consent of Licensor, subject to the terms of this Agreement:

(a) The operation of the Team or any other professional or amateur sports team, including, without limitation, the playing, exhibition, presentation and broadcasting (or other transmission) of Home Games and activities related thereto, including, without limitation, training, practices and exhibitions, promotional activities and events, community and public relations, Maintenance and operation of the Stadium and Stadium Improvements, the exhibition, broadcasting, advertising, and other marketing of games and other events, ticket sales, fantasy camps and any and all other activities which, from time to time, are customarily conducted by or are related to the operation of the business of a professional sports team;

(b) Except as prohibited in the Project Documents, the entry into use or license agreements for, or the exhibition, presentation and broadcasting (or other transmission) of, other amateur or professional sporting events, exhibitions and tournaments, musical performances, theater performances, other forms of

entertainment, public ceremonies, fairs, markets, shows or other public or private exhibitions, and all activities incidental to any of the foregoing;

- (c) Restaurants, clubs and bars (including brew pubs and sports bars);
- (d) Sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in sports and entertainment facilities;
- (e) Operation of a museum or hall of fame open to the public;
- (f) Conducting public tours of the Stadium and the Premises;
- (g) Parking in any parking facilities located on the Stadium Site;
- (h) Retail uses, including such uses located in the Stadium, along the street level of the Stadium Site and in kiosks, carts and similar movable or temporary retail facilities;
- (i) Museum and educational uses;
- (j) Conducting day-to-day business operations, including front office and football operations, in Licensee's office space within the Stadium by Licensee, Affiliates of Licensee and any of their Space Users, sublicensees, licensees, and concessionaires;
- (k) Training and practice facilities;
- (l) Studio and related facilities for radio, television and other broadcast and entertainment media within the Premises, including support and production facilities, transmission equipment, antennas and other transceivers and related facilities and equipment primarily for the broadcast or other transmission of games and other events taking place within the Premises or elsewhere;
- (m) Right to broadcast, disseminate, reproduce and/or transmit by telephone, movies, radio, television, tape, disk, cassette, cable, satellite, dish, direct beam, pay television broadcasts, internet distributions, or any or other method of reproduction and/or otherwise, any part of or all of the Home Games, StadCo Events, all other permitted events and all activities incidental thereto, including pre-game, half-time and post-game features and/or events and any and all visual or oral communications relating thereto;
- (n) Except as limited by and in compliance with the Site Coordination Agreement, staging and hosting of the Georgia Dome Legacy Events, the GWCCA Events, the Atlanta Bid Events, the StadCo Events and all activities incidental thereto;

(o) Storage of maintenance equipment and supplies used in connection with the operation of the Premises or all other Permitted Uses;

(p) Maintenance, repairs and other work permitted or required pursuant to the terms of this Agreement;

(q) Advertising and marketing displays for the Team or third parties, including naming right displays but subject to the provisions of the Site Coordination Agreement regarding ambush marketing; and

(r) Other lawful use that is reasonably related or incidental to any of the foregoing or not inconsistent with any of the foregoing and that are not Prohibited Uses.

Any of the Permitted Uses may be conducted directly by Licensee or any Licensee Affiliate or indirectly through other Persons pursuant to use, license, concession, advertising, service, Maintenance, operating or other agreements by, through or under Licensee in accordance herewith.

Section 6.2 Prohibited Uses. Without the prior written consent of Licensor, Licensee shall not use, or permit the use of, the Premises for any purpose not included in the Permitted Uses, including any of the following (collectively, the “Prohibited Uses”):

(a) Any use that creates, causes, maintains or permits any material public or private nuisance in, on or about the Premises; provided, however, in no event will Licensor be entitled to assert that a Permitted Use held in compliance with applicable Governmental Rule constitutes a public or private nuisance;

(b) Any use or purpose that violates in any material respect any material Governmental Rule;

(c) Any retail uses, including in kiosks, carts, and similar movable or temporary retail facilities, outside the footprint of the Stadium and within the boundaries of the Georgia Dome site (as shown on Exhibit A-2) on days when there is not a StadCo Event, without the prior written consent of the Licensor;

(d) An “Adult Business” as defined in Sec. 16-29.001 of the Atlanta Zoning Ordinance as of the date of this Agreement; provided, however, that the Parties acknowledge that Licensor, as an instrumentality of the State of Georgia, is not subject to regulation by the City;

(e) Use or allow the Premises to be used for the sale or commercial display of any lewd, offensive or immoral sign or advertisement, including any sign or advertisement that promotes lewd, offensive or immoral activities, including sexually immoral activities;

(f) Use or allow the Premises to be used for the sale of paraphernalia or other equipment or apparatus which is used primarily in connection with the taking or use of illegal drugs;

(g) Use or permit the Premises to be used for a shooting gallery, target range, vehicle repair facility, commercial car wash facility, warehouse (but any area for the storage of goods intended to be sold or used in connection with Licensee's or its Affiliates' operations permitted hereunder shall not be deemed to be a warehouse), convalescent care facility or mortuary, or use or permit the Premises to be used for any assembly, manufacture, distillation, refining, smelting or other industrial operation or use;

(h) Use or permit the use of the Premises as a casino (or other establishment in which gambling is permitted or games of chance are operated), a gentlemen's club (or other establishment that allows full or partial nudity), a massage parlor (provided that massage services may be offered by a licensed massage therapist as a part of a health, beauty or fitness operation) or a tanning parlor; provided, however, (i) the Parties acknowledge that gambling is not sponsored or promoted by Licensee or its Affiliates or sanctioned by Licensor but may be conducted by patrons at Home Games and StadCo Events and any such gambling by Patrons is not a violation of this restriction and (ii) the foregoing restriction shall not prohibit gambling or games of chance operated by the Georgia Lottery or other Governmental Authorities; and

(i) Any event or use prohibited by the Site Coordination Agreement or other Project Documents.

The provisions of this Section 6.2 shall inure to the benefit of, and be enforceable by, Licensor. No other Person, including any invitee, patron or guest of the Premises, shall have any right to enforce the prohibitions as to the Prohibited Uses.

### Section 6.3 Compliance With Governmental Rule.

6.3.1 Licensee shall, throughout the Term, within the time periods permitted by applicable Governmental Rule, comply or cause compliance with all Governmental Rules applicable to (i) the construction, operation, maintenance and repair of the Premises, including, but not limited to, any Governmental Rule applicable to the manner of use or the Maintenance, repair or condition of the Premises, or (ii) any activities or operations conducted by Licensee or any Affiliates of Licensee in or about the Premises. Any Use Agreement entered into by Licensee shall require the other party to comply with applicable Governmental Rule. Licensee shall, however, have the right to contest the validity or application of any Governmental Rule, and if Licensee promptly contests a Governmental Rule, then Licensee may postpone compliance until the final determination of such contest, provided that such contest is prosecuted with due diligence, except that Licensee shall not so postpone compliance therewith in such a manner as to, or if doing so would, impair the structural integrity of the Premises, subject

Licensor to any claims, actions, liability, damages or prosecution for a criminal act, or cause the Premises to be condemned or vacated. If a Lien is imposed on the Premises by reason of such postponement of compliance, Licensee shall furnish Licensor (upon request) with Adequate Security against any loss by reason of such Lien and shall institute proceedings to, or otherwise, stay the foreclosure of any such Lien against the Premises.

6.3.2 Licensor shall, throughout the Term, within the time periods permitted by applicable Governmental Rules, comply or cause compliance with all Governmental Rule applicable to (i) the ownership of the GWCCA Campus or (ii) any activities or operations conducted by Licensor or any Affiliates of Licensor in or about the GWCCA Campus. Licensor shall, however, have the right to contest the validity or application of any Governmental Rule, and if Licensor promptly contests a Governmental Rule, then Licensor may postpone compliance until the final determination of such contest, provided that such contest is prosecuted with diligence, except that Licensor shall not so postpone compliance therewith in such a manner as to, or if doing so would subject Licensee to any claims, actions, liability, damages or prosecution for a criminal act.

Section 6.4 Operational Rights of Licensee; Revenues. Subject only to the provisions of this Agreement and the Project Documents, Licensee shall have full and exclusive control of the management and operation of the Premises and responsibility for all food and beverage concessions, sponsorship rights, advertising and parking on the Premises. Without limiting the generality of the foregoing (and subject to the Project Documents), Licensee shall own all revenues of any source generated on or from the Premises or the operation or management thereof, including without limitation all sublease and other rental or license fees, all revenues derived from the sale of Seat Rights, all parking fees, all revenues derived from the sale of programs, novelties and concessions, all sponsorship revenues and facility naming revenues, all radio, television, cablecast, pay television and any other broadcasting revenues of any type whatsoever, irrespective of method of transmission or whether derived from the sale of broadcasting rights, broadcast advertising or other sources of revenue relating to broadcasting, and all advertising and Signage revenues of any type whatsoever, including all revenues from the sale of advertising and Signage on scoreboards and in all other places on or about the Premises.

Section 6.5 Seat Rights.

6.5.1 Pursuant and subject to the PSL Marketing Agreement, between Licensor and Licensee, Licensee shall have the exclusive right (on behalf of Licensor) to sell PSLs to purchase future tickets for certain premium and general seating for events in the Stadium.

6.5.2 During the Term, Licensee shall have the exclusive rights, subject to the Site Coordination Agreement, (i) to sell future tickets for reserved seats, club seats, and luxury suites and (ii) to sell individual tickets and other passes (including general admission) for any seats or standing room in the Stadium (together with the PSLs, collectively the "Seat Rights"). Subject to the terms of the PSL Marketing Agreement, Licensee shall have the exclusive right to collect, receive and retain all gross income and

revenues and other consideration of whatever kind or nature realized by, from or in connection with such future sale or other distribution of such Seat Rights. Licensor will reasonably cooperate with Licensee to assist in selling Seat Rights to the extent requested by Licensee. In such event, Licensee shall reimburse Licensor for the reasonable out-of-pocket costs, if any, incurred by Licensor in connection with granting such assistance. The rights and obligations of the Parties with respect to the PSLs will be as set forth in the PSL Marketing Agreement.

## **ARTICLE 7**

### **MANAGEMENT, OPERATIONS, ROUTINE MAINTENANCE AND CAPITAL WORK**

#### **Section 7.1     Stadium Management and Operations.**

(a) During the Term, the Stadium shall be managed by Licensee or an Affiliate of Licensee or by an unrelated manager having experience in the operation and management of one or more NFL stadiums and selected as provided in Section 7.2(a). Licensee shall manage and operate the Stadium, or cause the Stadium to be managed and operated, as a multi-purpose stadium in compliance with Governmental Rule subject to the provisions of Sections 6.1, 6.2 and 6.3, and in a manner consistent with the manner and standards by which Comparable NFL Facilities are managed and operated, and shall perform Maintenance and Capital Work necessary to Maintain the Stadium in a manner comparable to that in which Comparable NFL Facilities are Maintained. Licensor and Licensee shall, prior to the earlier of the Completion Date or the Opening Date, develop appropriate quality operating standards for the Stadium (“QOS”), giving due consideration to the relevant standards imposed by the International Organization for Standardization (“ISO”) and the Occupational Safety and Health Administration (“OSHA”) and the standards used by Comparable NFL Facilities. Licensor and Licensee shall agree to the QOS as soon as reasonably practicable after Licensee’s operating team is selected but in no event later than twelve (12) months prior to the scheduled opening of the Stadium. Licensor will have the right to review and approve all material operating procedure(s) according to the approval procedures set forth in Article 20 hereof. The obligations of Licensee set forth in this Section 7.1(a) and Section 7.4.1 are hereafter referred to as the “Management Covenant.”

(b) If at any time any service provided by the Licensee’s staff or outsourced service providers is deficient so as to impact the quality standard customarily provided at the Georgia Dome with respect to a Georgia Dome Legacy Event, GWCCA Event or Atlanta Bid Event, Licensor will notify Licensee, and Licensee will immediately take all reasonable steps to correct any such deficiency. If Licensor concludes that the deficiency cannot or will not be corrected by Licensee to Licensor’s reasonable satisfaction, Licensor will have the right to substitute its own staff or other third party providers to remedy the deficiency. The cost of such substitution will be the responsibility of Licensee,

although Licensee may (at its sole cost and responsibility) seek contribution towards such cost from any third party venue manager and/or the vendor for which substitution was necessitated. No exercise by Licensor of its right to substitute its own staff or other third party providers to remedy a deficiency shall operate as a waiver, discharge or invalidation of any other right, power or remedy available to Licensor on account of such Licensee deficiency, nor shall any single or partial exercise of any such right of substitution preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

## Section 7.2 Third Party Venue Management.

(a) In the event Licensee proposes to hire a third party venue management firm to manage the Stadium (in whole or in part), such third party venue management firm will have a national reputation and representative experience with facilities similar to the Stadium, and will in any event be subject to the Licensor's approval. In addition, if Licensee proposes to manage such operations on an in-house basis, the initial organizational structure (and if there is a material subsequent change to the initial organizational structure, for example, a change that may adversely affect the delivery of customer service, including, without limitation with respect to a Georgia Dome Legacy Event, GWCCA Event or Atlanta Bid Event, or Licensee's compliance with the QOS), then such change of such in-house management will in any event be subject to Licensor approval. The scope of services provided by any such third party management firm or in-house management must be approved by the Licensor.

(i) Subject to Governmental Rule, Licensee and/or any third party venue management firm hired by Licensee will give certain preferential hiring rights to existing employees of the Licensor pursuant to a process mutually agreed to by the Licensor and Licensee.

(ii) In case of a material breach, Licensee and Licensor will have step-in rights with respect to any third party venue management firm.

(b) The process by which Georgia Dome Legacy Events, GWCCA Events, Atlanta Bid Events and StadCo Events are to be booked, operated and managed at the Stadium is set forth in the Site Coordination Agreement.

Section 7.3 Security. At all times during the Term and on a twenty-four (24) hour basis, Licensee shall provide, at its sole cost and expense security and security personnel for the Premises necessary to satisfy the QOS and at least equal to that of Comparable NFL Facilities. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, HOWEVER, LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT LICENSOR DOES NOT MAKE, AND LICENSEE HEREBY WAIVES, ANY GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SECURITY AT THE STADIUM OR THE STADIUM SITE OR THAT ANY SECURITY MEASURES WILL BE TAKEN BY LICENSOR OR WILL PREVENT OCCURRENCES**



OR CONSEQUENCES OF CRIMINAL ACTIVITY, IT BEING HEREBY ACKNOWLEDGED AND AGREED BY LICENSEE THAT LICENSOR HAS NOT AGREED TO PROVIDE ANY SECURITY SERVICES OR MEASURES AT THE STADIUM OR THE STADIUM SITE, AND THAT NEITHER LICENSOR NOR ANY OTHER LICENSOR-RELATED PARTY SHALL BE LIABLE TO LICENSEE IN ANY EVENT FOR, AND LICENSEE HEREBY RELEASES LICENSOR AND ALL LICENSOR-RELATED PARTIES FROM ANY RESPONSIBILITY FOR, LOSSES DUE TO THEFT OR BURGLARY OR FOR DAMAGE OR INJURY DONE BY UNAUTHORIZED PERSONS IN THE STADIUM OR THE STADIUM SITE, OR IN CONNECTION WITH ANY SUCH SECURITY MATTERS (INCLUDING WITHOUT LIMITATION ANY DAMAGE OR INJURY RESULTING FROM A CRIMINAL OR TERRORIST ATTACK).

Section 7.4 Maintenance and Repairs.

7.4.1 Licensee shall, throughout the Term, do the following:

(a) Keep and Maintain the Stadium, in "First Class Condition", which means that the facilities, operational capabilities, systems, finishes and amenities of the Stadium are at least equal to that of Comparable NFL Facilities, taking into account the age of the facility and normal wear and tear. All work on the Stadium will be performed in a good and workmanlike manner, and with reasonable efforts to preserve the aesthetic look of the Stadium and to maintain a utility, appearance and comfort level of First Class Condition;

(b) Promptly make, or cause to be made, all necessary repairs, interior and exterior, structural and non-structural, to the Premises, including those which constitute Capital Repairs, to keep them clean, in good working repair, order and condition in accordance with the QOS and in compliance with all Governmental Rule. Licensee will submit to Licensor for its review and prior approval all Service Contracts and Equipment Leases. Licensee and Licensor will each either be direct parties to such agreements or have fully acknowledged rights (as appropriate and applicable) as a third party beneficiary; and

(c) Perform all alterations, upgrades, improvements, renovations or refurbishments to the Stadium Improvements and FF&E, including Capital Repairs, necessary to keep them in a condition consistent with the standards of Comparable NFL Facilities.

7.4.2 The necessity for and adequacy of Maintenance and Repair Work pursuant to Section 7.4.1 shall be measured by the QOS and shall be performed or caused to be performed in accordance with the terms of this Agreement.

7.4.3 Following the Commencement Date, Licensor shall not be required to furnish any services or facilities in or to the Premises except as provided in the Site Coordination Agreement or to perform any maintenance, repair or alterations in or to the Premises, and Licensee hereby assumes the full and sole responsibility for the condition,

operation, security, repair, replacement, maintenance and management of the Premises during the Term.

#### 7.4.4 Budgets.

(a) Subject to Governmental Rule and Licensor's general procurement policy and procedures, Licensee will submit to Licensor each year after the Substantial Completion Date, by January 15, a proposed maintenance plan and capital improvement plan for the Premises for Licensee's following fiscal year. Licensor will notify Licensee within twenty-five (25) Business Days of receipt if it objects to any of the proposed capital expenditures and the specific reasons for the objection, which must be reasonable under the circumstances. In case of an objection, the Licensor and Licensee will work together in good faith to finalize the plan within twenty (20) Business Days following receipt of such objection. Licensee will not commence work on any improvement to which Licensor has objected until the objection is resolved to the satisfaction of both Licensor and Licensee. Once approved, Licensee will be required to complete all work contemplated by such plan on a basis substantially consistent with the timetable in the proposed plan, except to the extent affected by Force Majeure.

(b) Licensee will also submit to Licensor each year after the Substantial Completion Date, by January 15, a rolling five-year forecast for projected Capital Work. Such submission is for information only and will not constitute authorization for Licensee to undertake any such cost or investment earlier than as approved through the annual process described above.

(c) For any Capital Repairs or Capital Work, Licensee shall submit in advance to Licensor for prior approval the plans and specifications for such Capital Repairs or Capital Work and (if and as applicable) identification of the architect and contractor for such Capital Repairs or Capital Work, except that Capital Repairs or Capital Work less than \$100,000 per individual project and Capital Repairs or Capital Work in the aggregate less than \$1,000,000 per calendar year, do not require the approval of Licensor.

(d) Licensee will submit to Licensor at least thirty (30) days prior to the commencement of each fiscal year of the Stadium Licensee's budget of operating expenses expected to be incurred by Licensee during such fiscal year (for any fiscal year, the "Submitted Expense Budget"). Licensor will review the Submitted Expense Budget and will promptly notify Licensee if there are any costs or expenses in the Submitted Expense Budget that Licensor does not deem to be necessary for the operation of the Stadium. Licensor's review of the Submitted Expense Budget will not limit in any way Licensor's rights under this Agreement with respect to any failure of Licensee to maintain the Stadium in accordance with the QOS or as otherwise required by this Agreement. Licensee may supplement or amend any year's Submitted Expense Budget; provided that Licensor shall have the right to review any such supplements or amendments for

costs or expenses that Licensor does not deem necessary for the operation of the Stadium.

7.4.5 Subject to Section 12.2, in the event of an Emergency only, Licensor may, at its option, and in addition to any other remedies that may be available to it under this Agreement, enter, or cause its authorized representatives to enter, the Premises and perform any Maintenance and Repair Work that Licensee has failed to perform in accordance with the terms of this Agreement, such Maintenance and Repair Work and such entry to be as reasonably necessary to address such Emergency. Licensee shall, within thirty (30) days following Licensor's demand, pay and reimburse Licensor for the reasonable costs of such Maintenance and Repair Work. This Section 7.4.5 shall in no way affect or alter Licensee's obligations for Maintenance and Repair Work under Section 7.4.1, Section 7.4.2 and Section 7.4.3, and shall not impose or be construed to impose upon Licensor any obligation for such Maintenance and Repair Work inconsistent with the provisions of this Agreement. Licensor will cause any Maintenance and Repair Work performed by or on behalf of Licensee pursuant to this Section 7.4.5 to be prosecuted with due diligence and completed with reasonable dispatch and to be constructed in a good and workmanlike manner in accordance with standard construction practice of improvements similar to the Improvements in question. Licensor may access the Refurbishment and Maintenance Reserve Account, the O&M Expense Account, the Surplus Account and/or the Other Events Staging Expense Account for any reimbursement of costs incurred pursuant to this Section 7.4.5 to the extent necessary should Licensor undertake any Capital Repairs that are otherwise Licensee's responsibility under this Agreement.

7.4.6 Subject to all of the provisions and limitations set forth in this Section 7.4.6, from time to time during the Term, Licensee may obtain funds available in the Refurbishment and Maintenance Reserve Account, the O&M Expense Account or the Surplus Account, but only for the purpose of paying or reimbursing itself for Maintenance and Repair Work. To obtain funds for the purpose of paying or reimbursing Licensee for Maintenance and Repair Work, a Licensee Representative must execute and deliver to Licensor a certificate ("Certificate") requesting that Licensor withdraw an amount from the Refurbishment and Maintenance Reserve Account, the O&M Expense Account or the Surplus Account to either (i) reimburse Licensee for Maintenance Expense incurred by Licensee as described in the Certificate or (ii) disburse all or a portion of such amount to the third Persons specified in the Certificate to pay those third Persons for Maintenance Expense for which Licensee has liability. Each Certificate shall include (w) a statement that the particular Maintenance Expense covered by the Certificate (1) is for Maintenance and Repair Work that has been or will be completed in compliance with the terms of this Agreement, and (2) has not been previously reimbursed or paid out of the Refurbishment and Maintenance Reserve Account, the O&M Expense Account, the Surplus Account or the Other Events Staging Expense Account as of the date of the Certificate and (x) such invoices, purchase orders, bills of sale or other documents that reasonably evidence Licensee's incurrence of such expenses and completion or undertaking to complete such Maintenance and Repair Work. Absent manifest error, upon receipt of a Certificate, the Licensor shall promptly (and in

no event more than five (5) Business Days after receipt of such Certificate) withdraw from the Refurbishment and Maintenance Reserve Account, the O&M Expense Account or the Surplus Account, as applicable, the amount specified in such Certificate, or as much may be available in the Refurbishment and Maintenance Reserve Account, the O&M Expense Account or the Surplus Account, as applicable, if less, and disburse such amount to (y) Licensee to reimburse Licensee for the amount of Maintenance Expense incurred by Licensee as specified in such Certificate or (z) the third Persons specified in such Certificate to pay such third Persons the amounts specified in such Certificate. If any Certificate submitted by Licensee under this Section 7.4.6 does not include documents that reasonably evidence Licensee's completion of the Maintenance and Repair Work covered by such Certificate, Licensee shall provide Licensor with such documents within thirty (30) days after the completion of such Maintenance and Repair Work.

7.4.7 Within ninety (90) days after the end of each License Year, Licensee will deliver to Licensor a certificate executed by the chief financial officer of Licensee certifying that, to the best knowledge and belief of the chief financial officer of Licensee, the money disbursed from the Refurbishment and Maintenance Reserve Account, the O&M Expense Account, the Surplus Account and the Other Events Staging Expense Account during Licensee's prior fiscal year was used for expenses set forth in that year's Submitted Expense Budget or was otherwise approved by Licensor. Licensor may, at any time within ninety (90) days after receipt of such certificate, notify Licensee in writing of Licensor's desire, at Licensor's expense (except as provided below), to engage a nationally or regionally recognized firm of independent certified public accountants or other accounting firm acceptable to Licensor to verify the accuracy of such certificate. Such accountant's compensation shall not be contingency based. Such accountants' review shall be limited to the portion of Licensee's books and records that are necessary to verify the accuracy of such certificate. Licensor shall direct such accountants to (i) deliver their report (which shall be addressed to Licensor and Licensee) to Licensor and Licensee within a reasonable time period and in no event later than sixty (60) days after Licensee has granted such accountants access to its relevant books and records, (ii) advise Licensor and Licensee in such report whether any withdrawal or transfer from the Refurbishment and Maintenance Reserve Account, the O&M Expense Account, the Surplus Account and the Other Events Staging Expense Account during such License Year was in error, and if so, describe any such error in reasonable detail and (iii) determine the amount required to be deposited by Licensee in the Refurbishment and Maintenance Reserve Account, the O&M Expense Account, the Surplus Account and the Other Events Staging Expense Account (or, if so applicable, the amount by which the excess of Capital Expenses over the aggregate withdrawals made by or transfers to Licensee, as described above, shall be reduced), if any, to correct such error. Within ten (10) days after delivery of such accountants' report, Licensee shall deposit such amount (or, if applicable, deliver to Licensor notice that the excess of Maintenance Expense over the aggregate withdrawals made by or transfers to Licensee, as described above, has been reduced by such amount). If the amount finally determined to be owed by Licensee varies by five percent (5%) or more of the amount audited, Licensee shall reimburse Licensor for the reasonable costs of such accountants' review. The accountants engaged

by Licensor for the above purposes (i) shall not be considered to be agents, representatives or independent contractors of Licensee and (ii) shall agree for the benefit of Licensee, to maintain the confidentiality of all of Licensee's books and records and the results of its audit, except as required by any Governmental Rule.

#### Section 7.5 Capital Work.

7.5.1 Subject to Section 7.4 and subject to Governmental Rule (including any GWCCA policies that are generally applicable to the entire GWCCA Campus), Licensee shall be responsible and will manage all processes for all Capital Work (subject to inspection by Licensor). Licensee will be required to fund all Capital Work costs necessary to satisfy the QOS or that are otherwise approved by Licensee and Licensor in excess of then-available reserves in the Renewal and Extension Account and the Surplus Account.

7.5.2 To obtain funds for the purpose of paying or reimbursing Licensee for Capital Work, a Licensee Representative must execute and deliver to Licensor a Certificate requesting that Licensor withdraw an amount from the Renewal and Extension Account or the Surplus Account to either (i) reimburse Licensee for Capital Expense incurred by Licensee as described in the Certificate or (ii) disburse all or a portion of such amount to the third Persons specified in the Certificate to pay those third Persons for Capital Expense for which Licensee has liability. Each Certificate shall include (w) a statement that the particular Capital Expense covered by the Certificate (1) is for Capital Work, (2) has been approved by Licensor or is Capital Expense that is not subject to Licensor's prior approval rights as described in Section 7.5.3 and (3) has not been previously reimbursed or paid out of the Renewal and Extension Account or the Surplus Account as of the date of the Certificate and (x) such invoices, purchase orders, bills of sale or other documents that reasonably evidence Licensee's incurrence of such expenses and completion or undertaking to complete such Capital Work. Absent manifest error, upon receipt of a Certificate, the Licensor shall promptly (and in no event more than five (5) Business Days after receipt of such Certificate) withdraw from the Renewal and Extension Account or the Surplus Account, as applicable the amount specified in such Certificate, or as much may be available in the Renewal and Extension Account or the Surplus Account if less, and disburse such amount to (y) Licensee to reimburse Licensee for the amount of Capital Expense incurred by Licensee as specified in such Certificate or (z) the third Persons specified in such Certificate to pay such third Persons the amounts specified in such Certificate. If any Certificate submitted by Licensee under this Section 7.5.2 does not include documents that reasonably evidence Licensee's completion of the Capital Work covered by such Certificate, Licensee shall provide Licensor with such documents within thirty (30) days after the completion of such Capital Work.

7.5.3 Approval by Licensor is not required for Capital Work (whether to be paid from the Renewal and Extension Account or the Surplus Account or from Licensee resources) less than: (a) \$100,000 per individual project or (b) \$1,000,000 per calendar year in the aggregate.

7.5.4 Licensor may access the Renewal and Extension Account and/or the Surplus Account for any reimbursement of costs incurred pursuant to this Section 7.5 to the extent necessary should Licensor ever undertake any Capital Work pursuant to Licensor's Self Help Right set forth in Section 17.2(b) that is otherwise Licensee's responsibility under this Agreement as a result of Licensee's failure to perform its obligations under this Agreement.

Section 7.6 Disclaimer. NO REVIEW OR APPROVAL BY LICENSOR OF (a) PLANS AND SPECIFICATIONS FOR MAINTENANCE AND/OR CAPITAL WORK OR (b) LICENSEE'S PROPOSED OPERATIONAL PROCEDURES OR MANAGEMENT FOR THE STADIUM, THE QOS, SECURITY PROCEDURES OR ANY OTHER ASPECT OF LICENSEE'S OPERATIONS SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS AND SPECIFICATIONS, PROCEDURES OR STANDARDS WILL RESULT IN A PROPERLY DESIGNED STRUCTURE OR ADEQUATELY OPERATED STADIUM, BE DEEMED COMPLIANCE BY LICENSEE WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR SATISFY ANY LEGAL REQUIREMENTS NOR BE DEEMED APPROVAL THEREOF FROM THE STANDPOINT OF SAFETY, WHETHER STRUCTURAL OR OTHERWISE, OR COMPLIANCE WITH BUILDING CODES OR OTHER GOVERNMENTAL RULE OR OTHER REQUIREMENT OF THIS AGREEMENT.

## **ARTICLE 8**

### **ACCOUNTS**

Section 8.1 Accounts. Licensor shall establish and maintain the Refurbishment and Maintenance Reserve Account, the Renewal and Extension Account, the Other Events Staging Expense Account, the O&M Expense Account and the Surplus Account (singularly, an "Account" and, collectively, the "Accounts") in accordance with the terms and conditions of the Project Documents.

Section 8.2 Deposits to Accounts. Licensor shall deposit, or cause to be deposited, if and when received by Licensor or by the GWCCA Custodian (as defined in the Invest Atlanta Rights and Funding Agreement) from the City for such purpose from the imposition of the H/MT (as defined in the Invest Atlanta Rights and Funding Agreement), the aggregate amount required to be deposited to the Accounts each License Year. Subject to the provisions of Article 14 and Article 15 hereof and the other Project Documents, the Accounts may only be used to pay the costs for which such Account was established and may not be pledged, mortgaged, encumbered or otherwise used as security for any Debt. The Accounts shall be invested at the direction of Licensor only in Permitted Investments and all earnings and interest thereon shall accrue to the respective Account and shall be available as part of such Account.

Section 8.3 Use of Accounts. The Accounts shall be utilized only as set out in this Agreement and the other Project Documents. If and to the extent Licensor is required to consent to any amendment to the Trust Indenture (as defined in the Transaction Agreement) which affects the Accounts or Licensee's use of the Accounts, Licensor will not amend nor consent to

such amendment of the Trust Indenture without the prior written approval of Licensee (which approval shall not be unreasonably withheld, delayed or conditioned).

## **ARTICLE 9**

### **ADDITIONAL ENVIRONMENTAL PROVISIONS**

Section 9.1 No Hazardous Materials. Licensee shall not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Premises by Licensee or its Sublicensees and shall use commercially reasonable efforts to prevent Licensee's and its Sublicensees' invitees and guests from generating, using, releasing, storing or disposing of any Hazardous Materials in or about the Premises; provided, however that Licensee and its Sublicensees may generate, use, release, store and dispose of (such disposal off the Stadium Site and the GWCCA Campus) reasonable quantities of Hazardous Materials as may be required for Licensee to operate and perform the construction and operation of the Stadium permitted under this Agreement from the Premises pursuant to the terms of this Agreement so long as such Hazardous Materials are commonly generated, used, released, stored or disposed of by Reasonable and Prudent Operators in similar circumstances and generated, used, released, stored or disposed in compliance with Environmental Laws. For the avoidance of doubt, in no event shall the terms of this Section 9.1 limit Licensee's obligations set forth in this Agreement or the other Project Documents.

Section 9.2 Notice of Environmental Event. During the Term, Licensee shall give Licensor immediate oral and follow-up written notice within seventy-two (72) hours of any actual Environmental Event (except in the event of an Emergency, in which event Licensor may, at its option, without notice enter, or cause its authorized representatives to enter, the Premises and address and remedy the Environmental Event, and such entry to be as reasonably necessary to address such Emergency). Licensee shall perform all remedial work with respect thereto in accordance with all Environmental Laws to the reasonable satisfaction of the applicable Governmental Authority. Upon any Environmental Event on the Stadium Site not arising from willful misconduct or gross negligence of Licensor or any of its licensees (other than Licensee) or representatives, in addition to all other rights available to Licensor under this Agreement, at law or in equity, Licensor shall have the right, but not the obligation, at its option (i) to require Licensee, at its sole cost and expense, to address and remedy such Environmental Event, in which event Licensor shall have the right to approve (which approval shall not be unreasonably withheld so long as such remedial work is in compliance with Environmental Laws) any actions taken by Licensee to address and remedy the Environmental Event, or (ii) if Licensee has failed to commence action to address and remedy the Environmental Event within a reasonable time after notice is given to Licensor, and such failure continues for thirty (30) days after written notice thereof from Licensor to Licensee, Licensor shall have the right, but not the obligation, at its option to perform, at Licensee's sole cost and expense, any action necessary to address and remedy the same for the purpose of complying with applicable Environmental Law. If Licensor addresses and remedies an Environmental Event (without notice in the event of an Emergency or after notice), Licensee shall pay the costs thereof to Licensor, within twenty (20) days after written demand therefor.

Section 9.3 Environmental Audit. The QOS adopted for the Stadium will require Licensee, and Licensor, at its sole cost and expense, upon five (5) business days advance notice to Licensee, shall have the right, but not the obligation to, conduct periodic non-invasive environmental audits of the Premises and Licensee's compliance with Environmental Laws with respect thereto; provided, however, that Licensor shall not conduct such audit more than once in any calendar year unless Licensor has reason to believe an Environmental Event has occurred. If, as a result of such audit, any Governmental Authority requires testing or other action with respect to the Premises and: (i) Licensee fails to perform such testing or other action and (ii) Licensor incurs expenses in complying with such requirement, then Licensee shall pay to Licensor the reasonable costs therefor within twenty (20) days after written demand therefor.

Section 9.4 Licensee Release. **WITHOUT LIMITING LICENSEE'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, OBLIGATIONS, COSTS AND/OR EXPENSES THAT LICENSEE MAY HAVE WITH RESPECT TO THE PREMISES AND RESULTING FROM, ARISING UNDER OR RELATED TO ANY ENVIRONMENTAL EVENT WITHIN THE SCOPE OF LICENSEE'S REMEDIAL WORK, INCLUDING ANY SUCH CLAIM UNDER ANY ENVIRONMENTAL LAWS, WHETHER UNDER ANY THEORY OF STRICT LIABILITY OR THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C.A. § 9601, ET. SEQ., AND GEORGIA COMPREHENSIVE SOLID WASTE MANAGEMENT ACT, O.C.G.A. §§ 12-8-20 THROUGH 12-8-41, GEORGIA HAZARDOUS WASTE MANAGEMENT ACT, O.C.G.A. §§ 12-8-60 THROUGH 12-8-83, AND GEORGIA HAZARDOUS SITE RESPONSE ACT, O.C.G.A. §§ 12-8-90 THROUGH 12-8-97.**

## ARTICLE 10

### TAXES AND IMPOSITIONS

Section 10.1 Property Taxes. No estate, tenancy or other real property interest is conveyed to Licensee, and Licensee is granted the License Interest only in the Premises. The ownership of the Premises, and of all estates and real property interests therein, will remain in Licensor, and the Premises will therefore be exempt from Property Taxes under the Georgia Constitution, the Georgia Tax Code and other Government Rule.

Section 10.2 Payment of Impositions. To the extent Taxes have been validly assessed, throughout the Term, Licensee shall pay, or cause to be paid, any Impositions with respect to the Premises directly to the taxing authority or other payee therefor. Such payment shall be completed prior to the date on which such Imposition would become delinquent, subject to Section 10.3 or Section 10.4. If any Imposition legally may be paid in installments prior to delinquency, whether or not interest shall accrue on the unpaid balance thereof, Licensee shall have the option to pay such installments or portions thereof as shall be properly allocated to periods within the Term. Licensee shall be obligated to provide evidence of the payment of Impositions only when specifically requested to do so by Licensor, at any time and from time to



time, and then only as to Impositions that have been paid, are payable or for which notice for the payment thereof has been received within the twenty-four (24) months prior to the date of Licensors request.

### Section 10.3 Tax Exemptions.

(a) Licensee may take reasonable steps to establish and maintain any tax exemptions. Licensee is authorized to assert, insist upon, continue, and restate the position that gives rise to such exemptions in any agency, forum, or court having jurisdiction and at which the question may arise or be presented. In the event of any proposed or actual change in the Georgia Constitution, the Georgia Tax Code, and other Governmental Rule, that threatens to alter the Property Tax status of the Premises, Licensors shall, at Licensees sole cost and expense, reasonably cooperate with Licensees efforts to maintain all possible Property Tax exemptions available to such property. Licensors will not take any act or make any declaration that is inconsistent with the statements in Section 10.1 and will take any actions reasonably requested by Licensee to support such position.

(b) Notwithstanding anything to the contrary, if Licensors undertakes any action (i) requested by Licensee under this Section 10.3 or (ii) that is to be performed at Licensees cost or expense as provided for in this Agreement, then Licensee shall pay all third-party costs, including outside attorneys fees and expenses, reasonably incurred by Licensors, or, within thirty (30) days after written demand therefor, reimburse such costs to Licensors. Notwithstanding the foregoing, Licensors shall be responsible for its own internal administrative expenses associated with any action under this Article 10.

### Section 10.4 Licensees Right to Contest Impositions.

10.4.1 Notice. Licensee shall have the right in its own name, and at its sole cost and expense, to contest the validity or amount, in whole or in part, of any Impositions, by appropriate proceedings timely instituted in accordance with any protest procedures permitted by applicable Governmental Authority (a "Tax Proceeding"); provided Licensee at all times effectively stays or prevents any non-judicial or judicial sale of any part of the Premises or the License created by this Agreement or any interest of Licensors in any of the foregoing, by reason of non-payment of any Impositions. Further, Licensee shall, incident to any such Tax Proceeding, provide such bond or other security as may be required by the applicable Governmental Authority, if any.

10.4.2 Payment. Upon the entry of any determination, ruling or judgment in any Tax Proceedings, it shall be the obligation of Licensee to pay the amount of such Imposition or part thereof as is finally determined in such Tax Proceedings, the payment of which may have been deferred during the prosecution thereof, together with any Claims, costs, fees, interest, penalties, charges or other liabilities in connection therewith. Nothing herein contained, however, shall be construed so as to allow such Imposition to remain unpaid for such length of time as shall permit the Premises or the License Estate,

or any part thereof, to be sold or taken by any Governmental Authority for the non-payment of any Imposition. Upon request, Licensee shall promptly furnish Licensor with copies of all notices, filings and pleadings in all such Tax Proceedings. If Licensor chooses to participate in any such Tax Proceedings, Licensor shall have the right, at its expense, to participate therein; provided Licensor takes no action that would be adverse to Licensee in any such Tax Proceeding where Licensee seeks to reduce its obligation to pay Impositions.

10.4.3 Reduction of Assessed Valuation. Licensee at its expense may, if it shall so desire, endeavor at any time or times to obtain a reduction in assessed valuation of Licensee's interest in the Premises for the purpose of reducing Impositions thereon. Licensee shall be authorized to collect any tax refund payable as a result of any proceeding Licensee may institute for any such reduction in assessed value and any such tax refund shall be the property of Licensee (unless the same was paid by Licensor and not reimbursed by Licensee).

10.4.4 Joinder of Licensor. To the extent such cooperation is required by applicable Governmental Authority for such Tax Proceeding, Licensor shall cooperate in any such Tax Proceeding as reasonably requested by Licensee, at Licensee's sole cost and expense, whether or not Licensor is joined pursuant thereto, and Licensor agrees to take no position inconsistent with Section 10.1 above in any such Tax Proceeding where Licensee seeks to reduce its obligation to pay Impositions. Notwithstanding the foregoing, Licensor's participation in any such Tax Proceeding will be determined by the Attorney General of the State of Georgia.

10.4.5 Prima Facie Evidence. The certificate, advice, bill or statement issued or given by any Governmental Authority authorized by law to issue the same or to receive payment of an Imposition shall be prima facie evidence of the existence, non-payment or amount of such Imposition.

10.4.6 End of Term Impositions. All Impositions levied for the fiscal year or tax year in which the Scheduled Expiration Date or an Expiration Date occurs shall be paid by Licensee.

Section 10.5 Ownership for Tax Purposes. The Stadium and the Stadium Site (other than easements) shall be owned solely by Licensor and no other Person shall have any ownership interest therein. Except for any equipment, fixtures, furniture or other personal property that remain the property of Licensee pursuant to this Agreement, all improvements, materials and equipment provided by Licensee, or on its behalf, that become a part of the Stadium shall, upon being added thereto or incorporated therein, be and become the property of Licensor. Licensee Depreciable Assets shall be owned solely for income tax purposes by the Person who paid for or provided said assets. Such Person shall retain the sole beneficial and depreciable interest for income tax purposes (to the extent of its investment) in all such items. Neither Licensor nor any other Person aside from such Person who retains the beneficial and depreciable interest pursuant to this Section 10.5 shall have the right to take depreciation deductions with respect to such items, or claim any other right to income tax benefits arising from Licensee Depreciable Assets.

For purposes of identifying the items in which Licensee or any other Person holds such an interest, Licensee may cause a nationally recognized accounting, appraisal or valuation firm to prepare a cost segregation study, valuation report, or other schedule (which shall be final and binding on Licensors and Licensee absent manifest error) detailing the assets that such Person paid for or provided, and allocating such Person's investment among such items.

## **ARTICLE 11**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 11.1 Policies Required.**

11.1.1 Policies Required by Licensee During the Operating Term. All insurance coverage obtained by Licensee for the Premises must comport with (i) the State of Georgia Department of Administrative Services ("DOAS") requirements and (ii) a level that is no less than that which is customarily required for Comparable NFL Facilities. Subject to the foregoing, commencing upon the Commencement of Operations (unless otherwise provided below), and at all times during the remainder of the Term and continuing thereafter until Licensee has fulfilled all of its obligations under Article 18 hereof (unless otherwise provided below), Licensee shall, at its sole cost and expense, obtain, keep and maintain, or cause to be obtained, kept and maintained, the following insurance policies:

(a) *Commercial General Liability Policy.* A commercial general liability insurance policy ("Licensee's GL Policy"), written on an occurrence basis and limited to the Premises, naming Licensee as the named insured (with the effect that Licensee and its employees are covered) and Licensors as additional insured, affording protection against liability arising out of personal injury, bodily injury and death or property damage occurring in, upon or about the Premises or resulting from, or in connection with, the construction, use, operation or occupancy of the Premises and containing provisions for severability of interests. Licensee's GL Policy must specifically include: liquor liability (including host liquor liability) coverage; premises and operations coverage with explosion, collapse and underground exclusions deleted, if applicable; owners' and contractors' protective coverage; blanket contractual coverage; personal injury and advertising injury coverage; broad form property damage coverage (including fire legal); incidental medical malpractice liability coverage; broad form contractual liability coverage; products liability/completed operations coverage for a period of five (5) years after Final Completion (as defined in the Project Development Agreement) of all Improvements; independent contractors coverage; cross liability endorsement and hoists and elevators or escalators coverage, if exposure exists. Licensee's GL Policy shall be in such amount and such policy limits so that (i) the coverage, deductibles and limits meet the Insurance Standard and are adequate to maintain Licensee's Excess/Umbrella Policies without gaps in coverage between Licensee's GL Policy and Licensee's Excess/Umbrella Policies (but not less than \$1,000,000 each occurrence,

\$1,000,000 personal and advertising injury, \$3,000,000 completed operations aggregate, \$2,000,000 general aggregate and \$1,000,000 fire legal liability) and (ii) the deductible or self-insured retention not to exceed \$250,000 per loss, or higher retention as meets the Insurance Standard.

(b) *Auto Policy.* A business automobile liability insurance policy covering all vehicles, whether owned, non-owned and hired or borrowed vehicles, used in connection with the construction, maintenance or operation of the Premises, naming Licensee as the insured and Licensors as additional insured, affording protection against liability for bodily injury and death or for property damage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence or its equivalent and with a deductible or self-insured retention not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per loss, or such higher retention as meets the Insurance Standard.

(c) *Workers' Compensation Policy.* A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by Governmental Rule, providing statutory coverage under the laws of the State of Georgia for all Persons employed by Licensee in connection with the Premises and employers liability insurance policy (collectively, the "Licensee's Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit) and with each deductible not exceeding One Million and No/100 Dollars (\$1,000,000.00) per loss, or such higher deductible as meets the Insurance Standard. Licensee's Workers Compensation Policy must include a specific waiver of subrogation in favor of the Licensors and the following extensions of coverage: Other States endorsement; voluntary compensation, if exposure exists; United States Longshoreman's and Harbor Worker's Act, if exposure exists; and Jones Act, if exposure exists.

(d) *Excess/Umbrella Policies.* An excess or umbrella liability insurance policy or policies ("Licensee's Excess/Umbrella Policy"), written on an occurrence basis, in an amount not less than (i) One Hundred Million and No/100 Dollars (\$100,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death or property damage liability combined, and (ii) One Hundred Million and No/100 Dollars (\$100,000,000.00) per occurrence and in the aggregate for hazard and casualty coverage, such policies to be written on an excess basis above the coverages required hereinabove (specifically listing such underlying policies, including Commercial General Liability, Business Auto and Employer's Liability) and following the form of such underlying policies. The Parties acknowledge that certain special events (such as the Super Bowl) may

require an excess or umbrella liability insurance policy with coverage amounts that exceed the coverage amounts set forth above.

(e) *Business Interruption Policy.* A business interruption insurance policy (the "Licensee's Business Interruption Policy") that is in an amount that meets the Insurance Standard and is sufficient to cover for a period of twelve (12) months (i) the License Fee payable under this Agreement; (ii) all parking revenues payable to the Licensors under the Project Documents; and (iii) all operating expenses and amounts due under the license agreements for the Georgia Dome Legacy Events, the GWCCA Events and the Atlanta Bid Events. The Licensee's Business Interruption Policy shall name the Licensee as the insured and contain a deductible that meets the Insurance Standard. There shall be an agreed amount clause or a waiver of co-insurance or equivalent.

(f) *Commercial Crime Policy.* A commercial crime insurance policy in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) per loss and in the aggregate insuring against employee dishonesty, forgery or alteration, robbery (inside and outside) and computer fraud, naming Licensee as the insured and Licensors as joint loss payee as their interest may appear.

(g) *Special Policies for Contractor Engaged in Pollution or Hazardous Materials Related Activities.* At any time during the Term, if any other of Licensee's contractors and/or subcontractors is to remove and/or dispose of any Hazardous Materials from in, upon or about the Premises, then prior to the commencement of such removal and disposal, and at all times during such removal and disposal through completion thereof, Licensee shall require such contractors and/or subcontractors to obtain, keep and maintain, as a minimum, a pollution or environmental impairment liability insurance policy written on a claims made basis, that names, except with respect to Errors and Omissions coverage, Licensee and Licensors as additional insureds, insuring against liability for bodily injury and death or for property damage occurring in, upon or about the Premises as a result of the clean-up, removal and disposal of any Hazardous Materials in an amount that satisfies the Insurance Standard, but in no event less than (i) Errors and Omissions coverage of One Million and No/100 Dollars (\$1,000,000.00) per loss and in the aggregate insuring against environmental errors and omissions for Licensee's environmental consultants and (ii) Contractor's Pollution Liability coverage of Two Million and No/100 Dollars (\$2,000,000.00) per loss and in the aggregate for Licensee's environmental contractors and/or subcontractors covering the removal and/or disposal of any Hazardous Material and for a period of three (3) years following the completion of such work. Any Contractor's Pollution Liability policy should also include coverage for transit and the use of non-owned disposal sites. If Licensee should elect to use one party for both environmental consulting and remediation services, both coverage requirements describe above shall apply. All of Licensee's consultants, contractors and/or subcontractors shall also be required to provide evidence of Commercial General Liability Insurance (minimum \$1,000,000 each

occurrence and \$2,000,000 in the aggregate and naming Licensor and Licensee as Additional Insureds), Georgia statutory workers' compensation insurance, employer's liability insurance with limits of at least \$500,000 Bodily Injury by Accident for each Accident, \$500,000 Bodily Injury by Disease – Policy Limit and \$500,000 Bodily Injury by Disease – Each Employee, and Business Automobile Liability Insurance for use of Owned, Hired and Non-Owned vehicles. The Additional Insured endorsements relating to the Contractor's Pollution Liability and Commercial General Liability coverages will apply on a "Primary and Non-Contributory" basis.

(h) *Employment Practices Liability Policy.* An employment practices liability insurance policy in an amount not less than Ten Million and No/100 Dollars (\$10,000,000.00) per claim and in the aggregate, naming Licensee as the insured, with a deductible or self-insured retention that meets the Insurance Standard, and affording protection against liability arising out of, and indemnification for, claims or losses incurred from wrongful employment-related acts or practices by Licensee regarding employment practices, resulting from, or in connection with its employment of Persons for the construction, use, operation or occupancy of the Premises.

(i) *Pollution Legal Liability Policy.* A pollution legal liability insurance policy in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence and in the aggregate. The policy will cover all operations on the Premises in relation to bodily injury, property damage and clean-up costs associated with new or existing pollution conditions. The policy will provide coverage for events relating to the transit and disposal of Hazardous Materials and non-owned disposal sites. The deductible or self-insured retention will meet the Insurance Standard. The policy will name the Licensee as the named insured and the Licensor as an additional insured.

(j) *Additional Insurance.* In addition to all insurance policies and coverage required above in this Section 11.1, Licensee covenants, at its sole cost and expense, commencing upon the Commencement of Operations and at all times necessary during the Term and through the date Licensee has fulfilled its obligations under Article 18, to obtain, keep and maintain or cause to be obtained, kept and maintained, all other additional insurance policies on the Premises, as they exist at all times or from time to time (i) as required by Governmental Rule and/or (ii) as may be reasonably required to meet the Insurance Standard. Such other and additional insurance policies shall name Licensor as loss payee or as additional insured in a manner consistent with their being named loss payees or additional insured in the policies required above in this Subsection 11.1.1 and shall comply with all other requirements set forth in Section 11.1.

11.1.2 Adjustments in Policies. Without limiting the other provisions of this Agreement with respect to policy limits and coverage, Licensee covenants and agrees that upon request, and in no event more often than once every five (5) years during the Term,

Licensee will review the policies that it is required to carry pursuant to the terms of this Agreement to insure that same meet the Insurance Standard. Upon completion of such analysis and review, Licensee shall deliver a Notice to Licensor which has been certified by a Licensee Representative of Licensee stating the results of such analysis and review and any adjustments to the policy limits, deductibles and coverages so as to meet the Insurance Standard.

11.1.3 Property Insurance Policy. Commencing upon the Commencement of Operations, and at all times during the Term, Licensor shall obtain, keep, and maintain an "All Risk" property insurance policy (the "All Risk Property Insurance Policy") that meets the Insurance Standard and that provides for coverage of the Stadium Improvements and FF&E against loss or damage due to Insured Casualty Risks covered by insurance generally available on commercially reasonable terms from time to time available in the City. Licensee shall reimburse Licensor for the cost of the annual premiums, as charged by the DOAS, for the All Risk Property Insurance Policy and for any deductible paid by Licensor. The All Risk Property Insurance Policy shall name Licensor as the first named insured and Licensee as an additional insured, as their respective interests may appear, for a sum (with appropriate sub-limits) and with a deductible that meets the Insurance Standard (but initially not exceeding One Million Dollars (\$1,000,000) per occurrence). The Parties will work together in good faith in going to market to obtain the All Risk Property Insurance Policy and to agree upon the appropriate policy that would satisfy this Section 11.1.3.

11.1.4 Terrorism Insurance Policy. Commencing upon the Commencement of Operations, and at all times during the Term, to the extent obtainable on commercially reasonable terms, Licensee shall obtain, keep and maintain a terrorism insurance policy (the "Terrorism Insurance Policy") providing coverage for Certified and Non-Certified Terrorism. The terms, conditions and exclusions of coverage should be consistent with the standard T3 Terrorism form or better, and the amounts of coverage will meet the Insurance Standard. Coverage provided under the Terrorism Insurance Policy should be blanket and no coinsurance shall apply.

11.1.5 Policies Required for Capital Work - Builder's All-Risk Policy. If the reasonably anticipated total cost of any item of Capital Work to be performed by Licensee including initial construction of the Stadium Improvements (calculated so as to include, but not be limited to, all sums payable under any Capital Work construction contracts related thereto) is equal to or exceeds One Million Dollars (\$1,000,000) and such Capital Work is not covered during the course of construction by the All Risk Property Insurance Policy described in Subsection 11.1.3, then before the commencement of any Capital Work, and at all times during the performance of such Capital Work, Licensee shall obtain, keep and maintain, or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "Builder's All-Risk Policies") affording coverage of such Capital Work, whether permanent or temporary, and all Insured Materials and Equipment related thereto against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Atlanta, Fulton County, Georgia. Coverage shall also include,

as obtainable on commercially reasonable terms, Demolition and removal of debris (including from Demolition occasioned by condemnation and any other enforcement of Government Rule); inland transit; automatic reinstatement of sum insured; and change of Governmental Rule relating to construction, repair, or Demolition. The Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable replacement cost of the Capital Work, using a completed value form (with permission to occupy upon substantial completion of work or occupancy), naming Licensee as the insured and Licensor as an additional insured, as their respective interests may appear, and the deductible thereunder shall meet the Insurance Standard (including in the case of Demolition and debris removal coverage). The cost of any such Builder's All Risk Policies shall be considered a cost of the Capital Work and shall be funded in the manner provided for under Article 8.

Section 11.2 Surety Bonds. Prior to the commencement of any item of Capital Work (other than routine Maintenance and Repair Work) costing in excess of Twenty Five Million Dollars (\$25,000,000) and at all times during the performance of such Capital Work, Licensee shall obtain, keep and maintain, or shall require the Capital Work contractor to obtain, keep and maintain, such performance and payment bonds as are required by applicable Governmental Rule or, if not required by applicable Governmental Rule, as meet the Insurance Standard, which may include payment and performance bonds or other appropriate security and will be furnished by the Capital Work contractor or its subcontractors to the extent required by Licensee or applicable law and will name Licensor as a joint or co-obligee thereunder.

Section 11.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in Section 11.1 (except that the Licensee's GL Policy shall have a general aggregate limit that shall be site-specific to the Premises) may be obtained, kept and maintained through a blanket or master policy insuring other entities (such as the general partner(s) of Licensee, Affiliates of Licensee or the general partner(s) thereof), provided that (a) such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Agreement and (b) the protection afforded under such blanket or master policy or excess/umbrella policies shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises. If any excess or umbrella liability insurance coverage required pursuant hereto is subject to an aggregate annual limit and is maintained through the blanket or master policy, and if such aggregate annual limit is impaired as a result of claims actually paid by more than fifty percent (50%), the Party who carries such policy hereunder shall immediately give notice thereof to the other Party and, within ninety (90) days after discovery of such impairment, to the fullest extent reasonably possible, shall cause such limit to be restored by purchasing additional coverage if higher excess limits have not been purchased.

Section 11.4 Failure to Maintain. If at any time and for any reason Licensee fails to provide, maintain, keep in force and effect, or deliver to Licensor (as and when required hereunder) proof of any of the insurance required under this Article 11 and such failure continues for thirty (30) days after notice thereof from Licensor to Licensee, Licensor may, but shall have no obligation to, procure single interest insurance for such risks covering the Licensee (or, if no



more expensive, the insurance required by this Agreement), and Licensee shall, within sixty (60) days following the Licensor's demand and notice, pay and reimburse Licensor for the reasonable out-of-pocket cost incurred by Licensor therefor.

Section 11.5 Additional Policy Requirements.

11.5.1 Approval of Insurers; Certificate and Other Requirements.

(a) All insurance policies required to be carried by Licensee or parties performing work on its behalf pursuant to the terms of this Agreement shall be effected under valid policies issued by insurers authorized to do business in the State of Georgia and which have an AM Best Company, Inc. rating of "A" or better and a financial size category of not less than "X". If AM Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect shall be used, or if AM Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Agreement, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time shall be used. Licensee may utilize insurers with lower ratings with the prior written approval of Licensor.

(b) When allowed by the insurance carrier, each and every insurance policy required to be carried by or on behalf of either Party pursuant to this Agreement shall provide by way of an endorsement (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the other Party shall have received Notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for Notice of cancellation due to non-payment of premiums) such Notice is to be sent to the other Party not less than thirty (30) days (or the maximum period of days permitted under Governmental Rule, if less than thirty (30) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of either Party pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the Notice shall be sent to the other Party on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation. In circumstances where the carrier will not allow such Notice to be made to the other Party, the Party carrying the insurance will be required to provide a copy of the Notice of cancellation, non-renewal or material reduction in coverage to the other Party within forty-eight (48) hours receipt from the insurance carrier.

(c) Except as otherwise provided for herein, each and every insurance policy required to be carried by either Party pursuant to this Agreement shall

provide that the policy is primary and that any other insurance of any insured or additional insured thereunder with respect to matters covered by such insurance policy shall be excess and non-contributing. Each and every policy required to be carried hereunder shall also provide for waivers of subrogation by endorsement or other means, which waivers of subrogation shall be effective as to any Party and any Affiliate of any Party.

(d) Licensee shall require all subcontractors performing any of the Capital Work to carry insurance naming Licensor as an additional insured and otherwise complying with the requirements of Section 11.1 of this Agreement; provided, however, the amount and type of such subcontractor's insurance must be commensurate with the amount and type of the subcontract, but in no case less than what would be required by a Reasonable and Prudent Developer or a Reasonable and Prudent Operator, as applicable.

(e) Licensee shall use commercially reasonable efforts (at its cost) to comply in all material respects with all rules, orders, regulations and requirements of the National Fire Protection Association (NFPA) and the lead property underwriter of the All Risk Property Insurance Policy.

11.5.2 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained, Licensee shall deliver to Licensor evidence reasonably acceptable to Licensor showing that such insurance is in full force and effect. Such evidence shall include certificates of insurance (on the ACORD form) issued by a Licensee Representative of the issuer of such policies, or in the alternative, a Licensee Representative of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon and confirmation that the required premiums have been paid and, in the case of Licensee only, along with a similar certificate executed by a Licensee Representative of Licensee. By no later than one hundred twenty (120) days after the effective date of any insurance policy required under this Agreement, Licensee shall provide Licensor with a copy of such insurance policy. Further, Licensee agrees to promptly deliver Notice to Licensor of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

11.5.3 Licensor as Additional Insured under Liability Insurance of Sublicensees. Licensee shall require that any Sublicensees name Licensor as an additional insured under their respective policies of liability insurance required to be carried under any Use Agreement.

Section 11.6 General Obligations with Respect to Policies. The Licensee hereby agrees as follows:

(a) To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept and maintained pursuant to this Agreement;

(b) To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

(c) To ensure that all Casualty Proceeds are paid to the Party entitled to receive same pursuant to the terms of this Agreement, including Article 14;

(d) Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to become void, voidable, unenforceable, suspended or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part;

(e) Promptly deliver Notice to Licensor of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder;

(f) Promptly deliver Notice to Licensor after the receipt of written notice of any material Action or Proceeding or material claim against Licensee and provide Licensor with a quarterly report of all such Actions and Proceedings and claims against Licensee and the basis for such Actions and Proceedings and claims; and

(g) Licensee shall reimburse Licensor for any premium costs (or fees in lieu thereof) imposed on Licensor by DOAS with respect to the Premises for any insurance premiums Licensor is required to maintain under Governmental Rule for the Premises, and Licensee shall also reimburse Licensor for any funds that may be paid by the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund and all other self-insured funds established and maintained by the DOAS and which are paid in respect to any damage or loss (including costs and expenses) covered by Licensee's indemnification obligations under this Agreement (including, without limitation, in relation to personal injuries, property damage and/or other claims arising out of or resulting from the performance of this Agreement or due to acts or omissions of Licensee thereunder).

Section 11.7 Proceeds of Insurance. Without limiting Licensee's obligations under Article 14 with respect to Casualty Repair Work, the proceeds paid under any insurance policies required by Subsection 11.1.1 and Subsection 11.1.3 and Subsection 11.1.4 shall be payable to:

(a) In the case of policies required by Subsection 11.1.3, Licensor directly, in the case of any particular insured Casualty resulting in damage to the Improvements involving a reasonably estimated cost of repair equal to or less than One Million Dollars (\$1,000,000), which Insurance Proceeds shall be received by Licensor in trust for the purpose of paying the cost of restoration as required by Section 14.2;

(b) In the case of policies required by Subsections 11.1.3 and 11.1.4, the Stadium Fund Custodian for deposit into the Insurance Fund in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of repair in excess of One Million Dollars (\$1,000,000), which Insurance Proceeds are to be held and disbursed pursuant to, and under the conditions set forth, in Section 14.2;

(c) In the case of policies required by Section 11.1.1, Licensee directly; or

(d) With respect to Insurance Proceeds payable after any termination of this Agreement, to Licensor; provided, however, if this Agreement is terminated in accordance with Article 14 hereof, then the Insurance Proceeds shall be paid and distributed in accordance with Section 14.3.2 hereof.

In each of the circumstances described in the preceding subparagraph (b) or (d) of this Section 11.7, (i) the Insurance Account shall be established and maintained for the sole purpose of serving as a segregated fund for the Insurance Proceeds (the "Insurance Fund") and (ii) the Insurance Proceeds deposited into the Insurance Fund under this Agreement shall be held and disbursed, all in accordance with this Article 11 and Article 14. All funds in the Insurance Fund shall be held in escrow by the Stadium Fund Custodian for application in accordance with the terms of this Agreement, and the Stadium Fund Custodian shall account to Licensor and Licensee for the same on a monthly basis. The funds in the Insurance Fund shall be invested only in Permitted Investments as directed by Licensee and all earnings and interest thereon shall accrue to the Insurance Fund and shall be available as part of the Insurance Fund. Neither Licensor nor Licensee shall create, incur, assume or permit to exist any Lien on the Insurance Fund or any proceeds thereof.

#### Section 11.8 Indemnification.

**11.8.1 Licensee's Agreement to Indemnify. SUBJECT TO (i) SUBSECTIONS 11.8.2 AND 11.8.3 HEREOF AND (ii) THE TERMS OF ANY AGREEMENT ENTERED INTO BETWEEN LICENSOR AND LICENSEE IN CONNECTION WITH ANY EVENT HELD AT THE STADIUM, AND TO THE FULLEST EXTENT PERMITTED BY GOVERNMENTAL RULE, LICENSEE HEREBY AGREES AND COVENANTS TO INDEMNIFY, DEFEND (SUBJECT TO THE GWCCA DEFENSE LIMITATIONS AND RIGHTS SET FORTH IN THIS SECTION 11.8) AND HOLD HARMLESS LICENSOR AND OTHER LICENSOR INDEMNITEES FROM AND AGAINST ANY AND ALL THIRD**

PARTY CLAIMS TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF (a) ANY USE, OCCUPANCY OR OPERATION OF THE PREMISES (INCLUDING WITHOUT LIMITATION MAINTENANCE, REPAIRS AND CAPITAL WORK) BY OR ON BEHALF OF LICENSEE OR ANY AFFILIATE, SUBLICENSEE, INVITEE OR GUEST OF LICENSEE (OTHER THAN LICENSOR (OR ANY OTHER USER OF THE PREMISES DURING A GWCCA EVENT)) DURING THE TERM, OR DURING ANY PERIOD OF TIME, IF ANY, BEFORE OR AFTER THE TERM THAT LICENSEE MAY HAVE HAD POSSESSION OF THE PREMISES, INCLUDING ANY ACCESS PRIOR TO THE COMMENCEMENT DATE, (b) ANY BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY LICENSEE, (c) ANY ENVIRONMENTAL EVENT WHICH IS REQUIRED TO BE REMEDIED BY LICENSEE, OR (d) THE NEGLIGENCE OR WILLFUL ACT OF LICENSEE OR LICENSEE'S RELATED PARTIES, OR GUARANTOR OR GUARANTOR'S RELATED PARTIES IN CONNECTION WITH THE USE, OCCUPANCY OR OPERATION (INCLUDING WITHOUT LIMITATION MAINTENANCE, REPAIRS AND CAPITAL WORK) OF THE PREMISES. THE FOREGOING INDEMNITY INCLUDES LICENSEE'S AGREEMENT TO PAY ALL REASONABLE COSTS AND EXPENSES OF DEFENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY LICENSOR AND ANY OTHER LICENSOR INDEMNITEE AS PROVIDED BELOW. THIS INDEMNITY SHALL APPLY TO ANY LIABILITIES IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. ALTHOUGH LICENSEE HAS CAUSED LICENSOR TO BE NAMED AS LOSS PAYEE OR ADDITIONAL INSURED UNDER LICENSEE'S INSURANCE POLICIES, LICENSEE'S LIABILITY UNDER THIS INDEMNIFICATION PROVISION SHALL NOT BE LIMITED TO THE LIABILITY LIMITS SET FORTH IN SUCH POLICIES.

11.8.2 Licensee's Exclusions. Notwithstanding the provisions of Subsection 11.8.1, Licensee shall not be liable for and shall not be required to indemnify, defend or hold harmless Licensor or any other Licensor Indemnitee with respect to any third party claim or for any costs, expenses, liabilities, losses, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a Person or any damage to property (including loss of use) or other third party claim to the extent caused by the gross negligence or willful act of Licensor or any other Licensor Indemnitee, or their respective employees, officers, directors, contractors, agents or invitees;

(b) Licensor's violation of any provisions of this Agreement or Licensor's or any other Licensor Indemnitee's violation of any applicable Governmental Rule or any insurance policies now or hereafter in effect and applicable to Licensor;

(c) Any claim against Licensor or any other Licensor Indemnitee under any contract to which they are a party;

(d) Any Environmental Event caused by Licensor, any other Licensor Indemnitee, or any of their respective licensees or sublicensees with respect to a GWCCA Event, Georgia Dome Legacy Event or Special Event and any employees, officers, directors, contractors or agents of Licensor or such licensee or sublicensee;

(e) Any damage to the Improvements to the extent caused by the gross negligence or willful act of Licensor, any other Licensor Indemnitee or their respective contractors, employees, officers, directors or agents;

(f) The operation of the Georgia Dome; or

(g) Any injury to or death of a Person or any damage to property (including loss of use) occurring off the Stadium Site except to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors, employees, officers, directors or agents.

#### 11.8.3 Legal Defense; GWCCA Defense Limitations and Rights.

(a) If Licensor or any other Licensor Indemnitee receives notice of any Action or Proceeding of any matter for which indemnification may be claimed under Subsection 11.8.1 above (a "Claim"), Licensor, or such other Licensor Indemnitee as applicable, shall, within twenty (20) days following service of process or other written notification of such claim (or within such shorter time as may be necessary to give Licensee a reasonable opportunity to respond to such service process or notice of claim), and within twenty (20) days after any other such notice, notify Licensee in writing thereof together with a statement of such information respecting such matter as Licensor, or such other Licensor Indemnitee as applicable, then has; provided, however, the failure to notify Licensee shall not relieve Licensee from any liability which it may have to Licensor, or such other Licensor Indemnitee as applicable, except and solely to the extent that such failure or delay in notification shall have adversely affected Licensee's ability to defend against, settle or satisfy any such Claim.

(b) Not later than fifteen (15) days after receipt by Licensee of written notice from Licensor or any other Licensor Indemnitee of any claims, demands, actions or causes of action asserted against Licensor or such Licensor Indemnitee for which Licensee 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, Licensee shall affirm in writing by notice to Licensors or such Licensors Indemnitees that Licensee will indemnify, hold harmless and, if applicable, defend (subject to the GWCCA Defense Limitations and Rights described below) Licensors or such Licensors Indemnitees with respect to the Claim, and Licensee shall, at Licensee's own cost and expense, assume on behalf of Licensors and the Licensors Indemnitees and conduct in good faith the defense thereof with counsel selected by Licensee and reasonably satisfactory to Licensors or such Licensors Indemnitees; provided, however, that in all such cases where Licensors 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 Licensee at the Attorney General's sole and absolute discretion) shall be the only party authorized to represent the interests of Licensors in any legal matter in which Licensors is a party or may be liable for payments or damages (whether by court decision, settlement or otherwise) (referred to herein as the "GWCCA Defense Limitations and Rights"); provided further, that in all such cases where Licensors or any other Licensors Indemnitee is a named or becomes a named or indispensable party to any such proceeding or action, Licensors, or such Licensors Indemnitee as applicable, 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 Licensee and Licensors or any other Licensors Indemnitee, and Licensors, or such other Licensors Indemnitee, 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 Licensee, Licensors, or such other Licensors Indemnitee, shall have the separate right to be represented by separate counsel to participate in the defense of such Action or Proceeding on its own behalf, at the expense of Licensee (but not more than one law firm in total for Licensors and the Licensors Indemnitees). For all purposes hereof and for purposes of clarification, any and all reasonable legal costs and expenses incurred or allocated by Licensors that relate to matters covered by Licensee's indemnification, hold harmless and, if applicable, defense rights shall, in all cases, be timely reimbursed by Licensee. Failure to timely pay such reimbursable legal costs and expenses to or on behalf of Licensors 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 Licensee to perform fully in accordance with the defense obligations under this Section 11.8.3, Licensors or any such other Licensors Indemnitee may, at its option, and without relieving Licensee of its obligations hereunder, so perform, but all damages so incurred by Licensors or such other Licensors Indemnitee in that event shall be reimbursed by Licensee to Licensors or such other Licensors Indemnitee.

(c) Licensors, or such other Licensors Indemnitees as applicable, shall, at no cost or expense to Licensors or such other Licensors Indemnitees, cooperate with Licensees and shall provide Licensees with such information and assistance as Licensees shall reasonably request in connection with such action or claim. The obligations of Licensees shall not extend to any loss, damage and expense of whatever kind and nature (including all related costs and expenses) to the extent the same results from the taking by Licensors, or such other Licensors Indemnitees, of any action (unless required by law or applicable legal process) which prejudices the successful defense of the action or claim, without, in any such case, the prior written consent of Licensees (such consent not to be required in a case where Licensees has not assumed the defense of the action or claim). Licensors, or such other Licensors Indemnitees, agrees to afford Licensees and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including Governmental Authorities (provided, however, that as long as Licensees receives at least five (5) business days advance notice of any such conference it shall be deemed that Licensees and its counsel were afforded the opportunity to be present at, and to participate therein) asserting any claim or action against Licensors or such other Licensors Indemnitees covered by the indemnity contained in this Section 11.8 or conferences with representatives of or counsel for such Person. Licensees shall have the right to settle, compromise or pay any Claim being defended by Licensees without Licensors's consent so long as such settlement or compromise does not cause Licensors to incur any present or future costs, expense, obligation or liability of any kind or nature, or require any admission or action or forbearance from action by Licensors. Neither Licensors nor any Licensors Indemnitee may settle any Claim for which Licensees would have any liability under this Section 11.8 without the prior written consent of Licensees.

11.8.4 Survival. The indemnities contained in this Section 11.8 shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to the expiration or earlier termination of this Agreement.

11.8.5 Failure to Defend. It is understood and agreed by Licensees that if Licensors or any other Licensors Indemnitee is made a defendant in any Claim for which it is entitled to be indemnified pursuant to this Agreement, and Licensees fails or refuses to assume the defense thereof (subject to the GWCCA Defense Limitations and Rights set forth in this Section 11.8), after having received notice by Licensors or any other Licensors Indemnitee of its obligation hereunder to do so, Licensors or said Licensors Indemnitee may compromise or settle or defend any such Claim, and Licensees shall be bound and obligated to reimburse Licensors and/or said Licensors Indemnitee for the amount expended by Licensors and/or Licensors Indemnitee in settling and compromising any such Claim, or for the amount expended by Licensors and/or any Licensors Indemnitee in paying any judgment rendered therein, together with all reasonable attorneys' fees incurred by Licensors and/or any Licensors Indemnitee for defense or settlement of such Claim. Any judgment rendered against Licensors and/or any Licensors Indemnitee or amount expended by Licensors and/or any Licensors Indemnitee in compromising or settling such Claim shall



be conclusive as determining the amount for which Licensee is liable to reimburse Licenser and/or any Licenser Indemnatee hereunder. To the extent that Licenser and/or any Licenser Indemnatee has the right to, and in fact does, assume the defense of such Claim, Licenser and/or each other Licenser Indemnatee shall have the right, at its expense, to employ independent legal counsel in connection with any Claim (but not more than one law firm in total for Licenser and the Licenser Indemnatees), and Licensee shall cooperate with such counsel in all reasonable respects at no cost to Licenser or any Licenser Indemnatee.

## **ARTICLE 12**

### **OWNERSHIP OF PREMISES; SALE OR DISPOSAL; ACCESS**

#### 12.1.1 Title to the Premises.

(a) Ownership. During construction of the Improvements and after the Commencement Date and throughout the Term, the Improvements, which will consist of all construction materials and consumables provided by Licensee, will be deemed conditionally donated to Licenser and title to all of such Improvements shall be and remain in Licenser for and during the Term, so long as such Improvements remain on the Premises. Licenser's acceptance of such donation is made solely as the licenser hereunder and not as a developer or operator of the Improvements, and such acceptance shall in no way be deemed, interpreted or construed to modify, reduce or compromise in any manner whatsoever Licensee's rights and obligations set forth in this Agreement or relieve Licensee from any such obligations, including the insurance requirements set forth in this License. Further, Licenser makes no representation or warranty whatsoever as to the tax consequences of donations contemplated by the terms of this Section 12.1.1. Licenser's rights and powers with respect to the Improvements are subject to the terms and limitations of this Agreement. Notwithstanding anything herein to the contrary, Licensee shall retain title to the personal Property located in the Premises and, to the extent provided in Section 18.2, shall upon the Scheduled Expiration Date remove and retain title to any or all personal Property located in the Premises.

(b) In the event of casualty to any material portion of the Improvements during the Term, the grant of Ownership of the Improvements contained in Section 12.1.1(a) is contingent upon Licenser's making the Insurance Proceeds available to Licensee as required by Section 14.2 for the reconstruction of the Improvements. In the event Licenser elects to forgo reconstruction of the Improvements during the last thirty-six (36) months of the Term pursuant to Section 14.3.1, Licenser shall pay Licensee that percentage of the Insurance Proceeds which is determined as provided in Section 14.3.2 below. All payments made to or for the benefit of Licensee hereunder are intended and shall, for all purposes, be construed, as a return of the cost or value, as the case may be, of the Improvements.

12.1.2 Sale or Disposal of Equipment or Other Personal Property. Subject to compliance with Licensor's disposal process and after giving written notice to Licensor of its intended disposition, Licensee shall have the right, at any time and from time to time, to cause Licensor to sell or dispose of any Physically Obsolete or Functionally Obsolete equipment, fixtures, machinery, furniture, furnishings and other personal Property that constitutes a part of the Premises (collectively, "Personalty") and deposit the proceeds thereof into the Refurbishment and Maintenance Reserve Account; provided, however, that if such Personalty is necessary to operate the Premises in accordance with the requirements of Section 7.1, Licensee shall, as reasonably necessary, substitute for the same other Personalty, not necessarily of the same character but of substantially the same quality and capable of performing the same function as that performed by the Personalty disposed of, and of good quality and suitable for its intended purpose. Title to any such substitute Personalty shall vest in Licensor as set forth in Subsection 12.1.1. Licensee shall also provide Licensor an inventory of all replacement Personalty within ten (10) Business Days after installation of such replacement Personalty.

Section 12.2 Access to the Premises for Licensor. Licensee shall permit Licensor or its authorized representatives to enter the Premises at reasonable times during Business Hours, and provided that no Stadium Event is then being conducted during the evening between 5:00 p.m. through 10:00 p.m. or on Saturday or Sunday between 10:00 a.m. through 8:00 p.m., in all events upon reasonable notice (except as otherwise set forth below) under the applicable circumstances for the purposes of: (a) inspection; (b) exhibition of the Premises to event promoters or sponsors of Georgia Dome Legacy Events, GWCCA Events or Atlanta Bid Events; (c) exhibition of the Premises to others during the last thirty-six (36) months of the Term; or (d) compliance with the terms and conditions of the other Project Documents; provided, however, that any such entry by Licensor shall be conducted in such a manner as to minimize interference with the business being conducted in the Premises. In addition, Licensee shall permit Licensor or its authorized representatives to enter the Premises in any circumstance in which Licensor in good faith believes that an Emergency exists. In these circumstances, (x) Licensor's activities on the Premises shall be limited to taking reasonable action in order to safeguard lives, property or the environment and (y) within thirty (30) days following Licensor's written request, which request must include reasonable detail and documentation supporting the costs and expenses incurred by Licensor, Licensee shall pay and reimburse Licensor for the reasonable costs and expenses incurred by Licensor as a result of any such reasonable actions taken by Licensor that Licensee otherwise was obligated to take under this Agreement.

## **ARTICLE 13**

### **SERVICE CONTRACTS, EQUIPMENT LEASES AND OTHER CONTRACTS**

The Parties covenant and agree that each shall cooperate with the other in the enforcement of all Service Contracts and Equipment Leases and shall promptly notify the other in writing of any default under any Service Contracts or Equipment Leases and of the remedy or course of action sought by it in response to such default; provided, however, that Licensee shall control the enforcement of any such Service Contracts and Equipment Leases during the Term.

Licensee shall use commercially reasonable efforts to enforce the obligations that arise under any Service Contracts or Equipment Leases during the Term. Licensee agrees that all Service Contracts and Equipment Leases shall contain the following provisions: (i) a provision requiring that the contractor or vendor comply with all Governmental Rules in performing its services under any Service Contract or Equipment Lease; (ii) a provision by which the contractor or vendor acknowledges and agrees that the Licensor (and its successors and permitted assigns) be an express third party beneficiary (without any obligations) of each such Contract or Lease with the full right to enforce all obligations and duties of the contractor or vendor thereunder against any such party; (iii) a provision that requires that the contractor or vendor maintain insurance with respect to its performance and work under any such Service Contracts and Equipment Leases at levels, scope of coverage and otherwise consistent with the QOS requirements of this Agreement for contracts and leases of such type, which insurance shall name Licensor as an additional insured, along with Licensee; and (iv) a provision providing for customary indemnification for the acts or omissions of any such contractor or vendor which indemnification shall name Licensor (and its successors and permitted assigns) as an additional indemnitee thereunder. Licensee agrees that it will not amend, modify, terminate, cancel, release or surrender any Service Contracts or Equipment Leases without the consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Licensee shall have the right to terminate any Equipment Leases or Service Contracts so long as, contemporaneously with such termination, Licensee enters into replacement leases or contracts, as the case may be, with substitute or alternate providers for substantially the same or better goods or services, in which case such replacement leases or contracts shall constitute Equipment Leases and Service Contracts for all purposes under this Agreement.

## **ARTICLE 14**

### **CASUALTY DAMAGE**

Section 14.1 Damage or Destruction. If, at any time during the Term, there is any Casualty to the Stadium Improvements or FF&E (collectively, the “Improvements”) or any part thereof, then Licensee shall (i) use commercially reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property and, promptly thereafter, remediate any hazard and restore the Improvements to a safe condition, whether by repair or by Demolition, removal of debris and screening from public view and (ii) subject to Section 14.3 and Licensee’s access to the Insurance Proceeds, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to Excusable Licensee Delay) to repair, restore, replace or rebuild the Improvements as nearly as practicable to a condition that is at least substantially equivalent to that existing immediately before the damage or destruction and in accordance with the terms of this Agreement, and in compliance with the Material Design Elements (as set forth in the Project Development Agreement) taking into account the passage of time and the NFL Rules and Regulations and sufficient to continue to host all Stadium Events. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other Property and all professional fees in connection therewith, remediation of hazards and restoration of the Improvements to a safe condition or any Demolition and debris removal required are sometimes referred to in this Agreement as the

“Casualty Repair Work.” With respect to any Casualty Repair Work exceeding cost of Twenty-Five Million Dollars (\$25,000,000), Licensors shall have the right to (i) approve the general contractor and lead architect, if any, selected by Licensee to perform the Casualty Repair Work, (ii) approve the terms of the contracts with the general contractor and lead architect, if any, selected by Licensee to perform the Casualty Repair Work, (iii) approve all contracts requiring payment greater than Fifteen Million Dollars (\$15,000,000) recommended by Licensee to be entered into by Licensee for the Casualty Repair Work and (iv) engage (at Licensors’ expense) an independent construction representative to review, on the same basis as the Construction Representative provided for in the Project Development Agreement, the Casualty Repair Work. To the extent any Casualty Repair Work is not performed by Licensee’s employees, such Casualty Repair Work must be performed on an arm’s-length, bona fide basis by Persons who are not Affiliates of Licensee and on commercially reasonable terms given the totality of the then- existing circumstances.

#### Section 14.2 Insurance Proceeds.

14.2.1 Requirements for Disbursement. Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Improvements (herein sometimes referred to as the “Insurance Proceeds”) shall be paid and delivered to the Persons specified in Section 11.7. Except as provided in Subsection 14.2.3 and Subsection 14.2.4 below, the Insurance Fund shall be applied to the payment of the costs of the Casualty Repair Work and shall be paid out to or for the account of Licensee, as applicable, from time to time as the Casualty Repair Work progresses. The Stadium Fund Custodian shall make disbursements of Insurance Proceeds out of the Insurance Fund upon the request of Licensee when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a Licensee Representative of Licensee, and, to the extent an architect, engineer or construction manager is reasonably required to be retained with respect to the nature of the Casualty Repair Work being performed, by a qualified architect, engineer or construction manager in charge of the Casualty Repair Work selected by Licensee subject to applicable Governmental Rule as such relates to procurement matters, setting forth the following:

(a) That the Casualty Repair Work is in compliance with the Material Design Elements as set forth in the Project Development Agreement and that there has been no change in any Material Design Element that has not been approved in writing by Licensors; and

(b) That except for the amount stated in the certificate to be due (and/or except for statutory or contractual retainage not yet due and payable), there is no outstanding indebtedness for such Casualty Repair Work known to the Persons signing such certificate, after due inquiry, to then be due to Persons being paid.

Insurance Proceeds disbursed to Licensee from the Insurance Fund shall be held by Licensee in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by

Licensee to such Casualty Repair Work or otherwise in accordance with the terms of this Section 14.2.

14.2.2 Disbursements for Work Performed. Upon compliance with Subsection 14.2.1, the Stadium Fund Custodian shall, out of the Insurance Fund, pay or cause to be paid to Licensee, or to the Persons named in the certificate, the respective amounts stated therein to have been paid by Licensee or to be due to such Persons, as the case may be. All sums so paid to Licensee (other than by way of reimbursement to Licensee for sums theretofore paid by Licensee) shall be held by Licensee in trust for the purpose of paying the cost of the Casualty Repair Work. The distribution of funds out of the Insurance Fund for Casualty Repair Work shall not in and of itself constitute or be deemed to constitute (a) an approval or acceptance by Licensor of the relevant Casualty Repair Work with respect to the Material Design Elements or (b) a representation or indemnity by Licensor to Licensee or any other Person against any deficiency or defects in such Casualty Repair Work or against any breach of contract.

14.2.3 Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) deposited in the Insurance Fund exceed the entire cost of the Casualty Repair Work, Licensor shall deposit the amount of any excess proceeds into the Refurbishment and Maintenance Reserve Account and thereupon such proceeds shall constitute part of the Refurbishment and Maintenance Reserve Account, but only after Licensor has been furnished with reasonably satisfactory evidence that all Casualty Repair Work has been completed and paid for and that no Mechanic's Liens exist or may arise in connection with the Casualty Repair Work.

14.2.4 Uninsured Losses/Policy Deductibles. Subject to Section 14.3 and the indemnification obligations under Section 11.8, as Casualty Repair Work progresses during the Term, Licensee shall be obligated to pay for all costs and expenses of any such Casualty Repair Work that are not covered by Insurance Proceeds or for which Insurance Proceeds are inadequate (such amounts being included within the term "Casualty Expenses").

### Section 14.3 Termination.

14.3.1 Damage or Destruction in Last 36 Months. If, during the last thirty-six (36) months of the Term, the Premises shall be materially damaged or destroyed and Licensor elects not to authorize the use of the Insurance Proceeds to construct new replacement improvements, provided, however, that such damage or destruction is not caused by the negligence or willful misconduct of Licensee, its Affiliates or their agents, employees or contractors, then this Agreement shall terminate as a result of the damage or destruction as of the end of the calendar month in which notice is delivered to Licensee of Licensor's election to not authorize the construction of replacement improvements. Licensee will pay (i) to Licensor all of the License Fee Installments which would otherwise have been payable up to the effective date of such termination, pro-rated on a per diem basis and (ii) to the Stadium Fund Custodian, for disbursement in accordance with Section 14.3.2, the amount of the then existing unsatisfied deductible under the All

Risk Property Insurance Policy. Upon the service of such notice and the making of such payments within the foregoing time period, this Agreement shall cease and terminate on the date specified in such notice and Licensee shall have no obligation to perform any Casualty Repair Work or pay any Casualty Expenses with respect to such Casualty.

14.3.2 Application of Proceeds. If this Agreement is terminated pursuant to the provisions of Subsection 14.3.1, the Insurance Proceeds, if any, payable in respect of the damage or destruction shall be payable to, and held and distributed by, the Stadium Fund Custodian as set out in this Section 14.3.2. The Stadium Fund Custodian shall distribute such Insurance Proceeds and the deductible received from Licensee under Subsection 14.3.1 as follows and in the following order of priority: (a) first, to pay Demolition costs and costs to remediate any hazards, (b) second, to Licensee to return to Licensee the value of the grant not satisfied by the condition contained in Subsection 12.1.1(b) (which will equal Licensee's aggregate investment in the Premises minus any portion thereof that has been depreciated under GAAP on StadCo's financial statements); and (c) third, any balance to Licensors.

Section 14.4 Survival. The provisions contained in this Article 14 shall survive expiration or earlier termination of this Agreement, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of this Agreement.

## **ARTICLE 15**

### **CONDEMNATION**

#### Section 15.1 Condemnation of Substantially All of the Improvements.

15.1.1 Termination Rights. If, at any time during the Term, title to the whole of the Premises or Substantially All of the Improvements is taken in any Condemnation Action (or conveyed in lieu of any such Condemnation Action), other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, then Licensee may, at its option, terminate this Agreement and all other Project Documents by (i) serving upon Licensors notice setting forth Licensee's election to terminate this Agreement and all other Project Documents as a result of such Condemnation Action as of the end of the calendar month in which such notice is delivered to Licensors and (ii) paying to Licensors, concurrently with the service of such notice, all the License Fee Installments which would otherwise have been payable up to the effective date of such termination.

15.1.2 Condemnation Awards. All Condemnation Awards payable as a result of or in connection with any taking of the whole of the Premises or Substantially All of the Improvements shall be paid and distributed in accordance with the provisions of Section 15.3, notwithstanding the division of the Condemnation Award by a court or condemning authority in a Condemnation Action.

15.1.3 Definition of Substantially All of the Improvements. For purposes of this Article 15, “Substantially All of the Improvements” shall be deemed to have been taken if, by reason of the taking of title to or possession of the Premises or any portion thereof, by one or more Condemnation Actions, an Untenantable Condition exists, or is reasonably expected to exist, for longer than one (1) year. The determination of whether the Premises can be rebuilt, repaired and/or reconfigured in order to remedy such Untenantable Condition within such time shall be made within sixty (60) days of the date of such taking (or conveyance) by an independent architect mutually selected by Licensor and Licensee.

Section 15.2 Condemnation of Part.

15.2.1 Condemnation Repair Work. In the event of (i) a Condemnation Action affecting less than the whole of the Premises or Substantially All of the Improvements or (ii) a Condemnation Action affecting the whole of the Premises or Substantially All of the Improvements and Licensee does not exercise its option to terminate this Agreement pursuant to Section 15.1.1, the Term shall not be reduced or affected in any way, and Licensee shall, with reasonable diligence (subject to Excusable Licensee Delay), commence and thereafter proceed to repair, alter and restore the remaining part of the Premises to substantially its former condition to the extent feasible and necessary so as to cause the same to constitute a complete sports and entertainment stadium complex usable for its intended purposes and in accordance with the Material Design Elements pursuant to the Project Development Agreement, to the extent practicable and permitted by applicable Governmental Rule and in compliance with NFL Rules and Regulations and sufficient to continue to host all Stadium Events. Such repairs, alterations or restoration, including temporary repairs for the protection of Persons or Property pending the substantial completion of any part thereof, are sometimes referred to in this Article 15 as the “Condemnation Repair Work.” With respect to any Condemnation Repair Work exceeding cost of Twenty-Five Million Dollars (\$25,000,000), Licensor shall have the right to (i) approve the general contractor and lead architect, if any, selected by Licensee to perform the Condemnation Repair Work, (ii) approve the terms of the contracts with the general contractor and lead architect, if any, selected by Licensee to perform the Condemnation Repair Work, (iii) approve all contracts requiring payment greater than Fifteen Million Dollars (\$15,000,000) recommended by Licensee to be entered into by Licensee for the Condemnation Repair Work and (iv) engage (at Licensor’s expense) an independent construction representative to review, on the same basis as the Construction Representative provided for in the Project Development Agreement, the Condemnation Repair Work.

15.2.2 Condemnation Awards.

(a) All Condemnation Awards payable as a result of or in connection with (i) a Condemnation Action affecting less than the whole of the Premises or Substantially All of the Improvements or (ii) a Condemnation Action affecting the whole of the Premises or Substantially All of the Improvements and Licensee does not exercise its option to terminate this Agreement pursuant to Section

15.1.1 shall be paid and distributed in accordance with the provisions of Section 15.3, notwithstanding the division of the Condemnation Award by a court or condemning authority in a Condemnation Action.

(b) Licensee shall be entitled to payment, disbursement, reimbursement or contribution toward the costs of Condemnation Repair Work ("Condemnation Expenses") from the proceeds of any Condemnation Awards, pursuant to Section 15.3.

(c) Amounts paid to Licensee for Condemnation Expenses pursuant to Section 15.3 shall be held by Licensee in trust for the purpose of paying such Condemnation Expenses and shall be applied by Licensee to any such Condemnation Expenses or otherwise in accordance with the terms of Section 15.3. All Condemnation Expenses in excess of the proceeds of any Condemnation Award shall be paid by Licensee.

#### Section 15.3 Application of Condemnation Award.

15.3.1 Condemnation of Substantially All of the Improvements. If Licensee exercises its option to terminate this Agreement pursuant to Section 15.1.1, any Condemnation Award (including all compensation for the damages, if any, to any parts of the Premises not so taken, that is, damages to any remainder) shall be paid and applied in the following order of priority: (a) first, to pay the amount of outstanding principal and accrued interest then due under any Debt incurred by Licensee or any of its Affiliates to finance construction of or improvements to the Stadium; (b) second, to compensate Licensee for Licensor's inability to satisfy the conditions of the grant contained in Subsection 12.1.1(b) (which amount will be equal to Licensee's aggregate investment in the Premises minus any portion thereof that has been depreciated under GAAP on StadCo's financial statements); and (c) third, any balance to Licensor. Any portion of the Condemnation Award payable to Licensee (including amounts Licensee is entitled to receive pursuant to Section 15.5 for the value of Licensee's separate Property taken or damaged or for any damage to, or relocation costs of, Licensee's business) shall be paid to Licensee provided Licensee shall not be entitled to a Condemnation Award for the value of its License.

15.3.2 Condemnation of Part. In the event of (i) a Condemnation Action affecting less than the whole of the Premises or Substantially All of the Improvements or (ii) a Condemnation Action affecting the whole of the Premises or Substantially All of the Improvements and Licensee does not exercise its option to terminate this Agreement pursuant to Section 15.1.1, any Condemnation Award (including all compensation for the damages, if any, to any parts of the Premises not so taken, that is, damages to any remainder) shall be paid and applied in the following order of priority: (a) payment of all Condemnation Expenses and (b) paying any remainder to the Refurbishment and Maintenance Reserve Account.



Section 15.4 Temporary Taking. If the whole or any part of the Premises or the License shall be taken in Condemnation Actions for a temporary use or occupancy that does not exceed one (1) year, the Term shall not be reduced, extended or affected in any way, but any License Fee or other amounts payable by Licensee under this Agreement during any such time shall be reduced as provided in this Section 15.4. Except to the extent that Licensee is prevented from doing so pursuant to the terms of the order of the condemning authority and/or because it is not practical as a result of the temporary taking, Licensee shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Agreement as though such temporary taking had not occurred. Notwithstanding the foregoing, Licensee shall not be obligated to pay any License Fee Installments that would otherwise be due during the period of such temporary taking unless, and only to the extent that, Licensee receives any Condemnation Award for such taking. Except as set forth in the preceding sentence, in the event of any such temporary taking, Licensee shall be entitled to receive the entire amount of any Condemnation Award made for such taking whether the award is paid by way of damages, rent, license fee or otherwise (less any Condemnation Expenses paid by Licensor), provided that if the period of temporary use or occupancy extends beyond the Scheduled Expiration Date or earlier termination of this Agreement, Licensee shall then be entitled to receive only that portion of any Condemnation Award (whether paid by way of damages, rent, license fee or otherwise) that is allocable to the period of time from the date of such condemnation to the Scheduled Expiration Date or earlier termination of this Agreement, and Licensor shall be entitled to receive the balance of the Condemnation Award.

Section 15.5 Condemnation Proceedings. Notwithstanding any termination of this Agreement, (i) Licensee and Licensor each shall have the right, at its own expense, to appear in any Condemnation Action and to participate in any and all hearings, trials and appeals therein and (ii) subject to the other provisions of this Article 15, Licensee shall have the right in any Condemnation Action to assert a separate claim for, and receive all, condemnation awards for Licensee's personal Property taken or damaged as a result of such Condemnation Action, and any damage to, or relocation costs of, Licensee's business as a result of such Condemnation Action. Upon the commencement of any Condemnation Action during the Term, (i) Licensor shall undertake all commercially reasonable efforts to defend against, and maximize the Condemnation Award from, any such Condemnation Action, (ii) Licensor shall not accept or agree to any conveyance in lieu of any condemnation or taking without the prior consent of Licensee, which consent shall not be unreasonably withheld, delayed or conditioned, and (iii) Licensor and Licensee shall cooperate with each other in any such Condemnation Action and provide each other with such information and assistance as each shall reasonably request in connection with such Condemnation Action.

Section 15.6 Notice of Condemnation. If Licensor or Licensee receives notice of any proposed or pending Condemnation Action affecting the Premises during the Term, the Party receiving such notice shall promptly notify the other Party thereof.

Section 15.7 Condemnation by the Licensor. The provisions of this Article 15 for the allocation of any Condemnation Awards are not intended to be, and shall not be construed or interpreted as, any limitation on or liquidation of any claims or damages (as to either amount or

type of damages) of Licensee against Licensor in the event of a condemnation by Licensor of any portion or all of the License or any other right, title or interest of Licensee under this Agreement.

Section 15.8 Survival. The provisions contained in this Article 15 shall survive the expiration or earlier termination of this Agreement, but only insofar as such provisions relate to any Condemnation Actions or Condemnation Awards that arose prior to the expiration or earlier termination of this Agreement.

## **ARTICLE 16**

### **ASSIGNMENT; SUBLETTING; SALE OF FRANCHISE**

Section 16.1 Assignments of Licensee's Interest; Sublicensing. Licensee and/or the Club (as applicable) shall not assign or transfer this Agreement or any of the Project Documents to which the Licensee or the Club is a party (or any rights, title or interests of Licensee and/or the Club in, to and under same), directly or indirectly, by operation of law or otherwise ("Transfer"), without first obtaining the written consent of Licensor pursuant to this Article 16, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensor's consent to the following Transfers (each a "Permitted Transfer") shall be deemed already to have been obtained under this Agreement and all of the Project Documents for:

(a) Assignments in connection with a sale of the Club's NFL franchise and related assets that is approved by the NFL, and where the new owner (i) assumes all obligations under this Agreement, the Club Stadium License Agreement and all related agreements (including the Project Documents) pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement attached as Exhibit E or, if not substantially in such form, then in a form approved by Licensor, 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 new owner or its Affiliate under this Agreement and/or (ii) guarantees all obligations of its Affiliate(s) under the Project Documents pursuant to a guarantee in substantially the same form as the Guaranty Agreement and where the Affiliate(s) assume the obligations under the Project Documents as provided above; provided, however, that the Licensor shall have the right to approve any assignment by Licensee or the Club if, during the seven (7) year period immediately preceding such assignment, the new owner or any Controlling Person of the new owner has been convicted in a federal or state felony criminal proceeding of a crime of moral turpitude, unless the same shall have been subsequently reversed, vacated, annulled or otherwise rendered of no effect under applicable Governmental Rule; provided, however that a suspension, a suspended sentence, a pardon, or deferred adjudication shall not be considered to render any such conviction of no effect;

(b) Any Use Agreement entered into by Licensee or the Club in the ordinary course of its operations and purposes relating to the provision of

concessions (or the sale of goods) at the Stadium and that support the operations of the Stadium; or

(c) Any assignment, transfer, mortgage, pledge or encumbrance of any of Licensee's receivables, accounts or revenue streams from the Stadium, provided the same is subject to the terms of and subordinate to this Agreement and the other Project Documents.

Section 16.2 Release of Licensee. In case of any assignment permitted pursuant to Section 16.1(a), Licensee and the Club (on and after the effective date of such assignment) will be relieved of all obligations under this Agreement and the Project Documents, which will be fully assumed by the new owner or its Affiliate(s) pursuant to an instrument of assignment and assumption substantially in the form of the Assignment and Assumption Agreement attached hereto as Exhibit E or in a form approved by Licensor, which approval shall not be unreasonably withheld and shall be limited to the question of whether such instrument, when duly executed, will accomplish its intended purpose of binding the new owner or its Affiliate(s) under this Agreement (the "Assignment and Assumption Agreement").

Section 16.3 Change in Control. The Licensor will not have approval rights over any change in control of Licensee or the Club so long as (i) the NFL has approved such change in control and (ii) no Controlling Person of the new owner or its Affiliates during the seven (7) year period immediately preceding such change in control, has been convicted in a federal or state felony criminal proceeding of a crime of moral turpitude, unless the same shall have been subsequently reversed, vacated, annulled or otherwise rendered of no effect under applicable Governmental Rule; provided, however that a suspension, a suspended sentence, a pardon, or deferred adjudication shall not be considered to render any such conviction of no effect.

Section 16.4 Use Agreements. Nothing contained in this Agreement shall prevent or restrict Licensee from granting the use of or granting occupancy rights to (or subletting) portions of the Premises from time to time to Space Users under Use Agreements, in accordance with the terms of this Agreement, provided that each Use Agreement shall be subject and subordinate to this Agreement and to the rights of Licensor hereunder and shall expressly so state. Notwithstanding any such Use Agreements, Licensee shall remain liable for the performance of all of its covenants and agreements under this Agreement.

Section 16.5 Assignment. Except as expressly provided herein, this Agreement may not be assigned, whether by operation of law or otherwise, without the prior written consent of the other Party; provided that (i) Licensor may assign its rights, obligations and interests under this 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 Licensor hereunder and thereunder without the consent of Licensee, so long as notice of said assignment is provided to StadCo not less than thirty (30) Business Days prior to such assignment and the assignee expressly assumes all of Licensor's rights, obligations and interests under this Agreement and the other Project Documents and (ii) Licensee may assign its rights, obligations and interests under this Agreement as provided in Section 16.1. However, nothing in

this Section 16.5 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.

## **ARTICLE 17**

### **DEFAULTS AND REMEDIES**

#### **Section 17.1 Events of Default.**

17.1.1 Licensee Default. The occurrence of any of the following shall be an “Event of Default” by Licensee or a “Licensee Default”:

(a) The failure of Licensee to pay the License Fee when due and payable under this Agreement if such failure continues for more than ten (10) days after Licenser gives written notice to Licensee that such amount was not paid when due; provided, however, that Licenser will not be required to send more than two (2) such notices of non-payment of the License Fee during the Term, and after Licenser has provided such notice twice, no further notices shall be required for the remainder of the Term;

(b) The failure of Licensee to pay any payments due to Licenser (other than the License Fee) when due and payable under this Agreement or any other Project Document if such failure continues for more than thirty (30) days after Licenser gives written notice to Licensee that such amount was not paid when due; provided, however, that Licenser will not be required to send more than two such notices in any consecutive twelve (12) month period (and after Licenser has provided such notice twice during any consecutive twelve (12) month period, no further notices shall be required for the remainder of such consecutive twelve (12) month period;

(c) If Licensee defaults under or otherwise fails to comply with Article 16 of this Agreement and the same remains uncured for more than thirty (30) days after Licenser gives written notice to Licensee of such default or failure to comply;

(d) If any default by the Team or Licensee that gives Licenser a right to terminate the Non-Relocation Agreement shall have occurred under the Non-Relocation Agreement and the same remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Non-Relocation Agreement;

(e) The material breach of any of the terms, covenants or agreements contained in the Site Coordination Agreement by Licensee if (i) such failure is not remedied by Licensee within thirty (30) days after written notice from Licenser of such default or (ii) in the case of any such default that cannot with due diligence and good faith be cured within thirty (30) days, Licensee fails to commence to

cure such default within thirty (30) days after written notice from Licensor of such default or Licensee fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Licensee is required to cure such default shall be extended for an additional thirty (30) days; provided, however, that Licensor will not be required to send more than three (3) such notices of the same kind of default during the Term, and after Licensor has provided such notice on three occasions, no further notices shall be required for the remainder of the Term;

(f) The failure of Licensee to keep, observe or perform any of the material terms, covenants or agreements contained in this Agreement to be kept, performed or observed by Licensee (other than those referred to in clauses (a), (b) or (c) above) if (i) such failure is not remedied by Licensee within thirty (30) days after written notice from Licensor of such default or (ii) in the case of any such default that cannot with due diligence and good faith be cured within thirty (30) days, Licensee fails to commence to cure such default within thirty (30) days after written notice from Licensor of such default or Licensee fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Licensee is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith;

(g) If any default by any Guarantor under the Club Guaranty Agreement shall have occurred and remain uncured after the elapse of the applicable notice and cure period, if any, provided for under the terms of the Guaranty;

(h) The: (1) filing by Licensee or Guarantor of a voluntary petition in bankruptcy; (2) adjudication of Licensee or Guarantor as a bankrupt; (3) approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of Licensee or Guarantor under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (4) Licensee's or Guarantor's assets are levied upon by virtue of a writ of court of competent jurisdiction; (5) insolvency of Licensee or Guarantor; (6) assignment by Licensee or Guarantor of all or substantially of their assets for the benefit of creditors; (7) initiation of procedures for involuntary dissolution of Licensee or Guarantor, unless within ninety (90) days after such filing, Licensee or Guarantor causes such filing to be stayed or discharged; (8) Licensee or Guarantor ceases to do business other than as a result of an internal reorganization

and the respective obligations of Licensee or Guarantor are properly transferred to a successor entity as provided herein or (9) appointment of a receiver, trustee or other similar official for Licensee or Guarantor, or Licensee's or Guarantor's property, unless within ninety (90) days after such appointment, Licensee or Guarantor causes such appointment to be stayed or discharged; or

(i) The material breach of any representation or warranty made in this Agreement by Licensee and such breach is not remedied within thirty (30) days after Licenser gives notice to Licensee of such breach.

17.1.2 Licenser Default. The occurrence of the following shall be an "Event of Default" by Licenser or a "Licenser Default":

(a) the failure of Licenser to keep, observe or perform any of the material terms, covenants or agreements contained in this Agreement on Licenser's part to be kept, performed or observed if (i) such failure is not remedied by Licenser within thirty (30) days after written notice from Licensee of such default or (ii) in the case of any such default that cannot with due diligence and in good faith be cured within thirty (30) days, Licenser fails to commence to cure such default within thirty (30) days after written notice from Licensee of such default or Licenser fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Licenser is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith;

(b) the material breach of any representation or warranty made in this Agreement by Licenser and such breach is not remedied within thirty (30) days after Licensee gives notice to Licenser of such breach; or

(c) if any default by Licenser that gives Licensee a right to terminate the Non-Relocation Agreement shall have occurred under the Non-Relocation Agreement and the same remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the Non-Relocation Agreement.

Section 17.2 Licenser's Remedies. Upon the occurrence of any Licensee Default, Licenser may, in its sole discretion, pursue any one or more of the following remedies after delivery of Notice to Licensee:

(a) In the case of a Licensee Default pursuant to Subsections 17.1.1(a), (d) or (e) only (and in the case of Subsection 17.1.1(a), only if Licenser has provided a second notice of nonpayment more than ten (10) days after the first and the License Fee Installments remain unpaid ten (10) days following the

second notice), Licensor may (but under no circumstance shall be obligated to) terminate this Agreement subject and pursuant to Section 17.4 and upon such termination Licensor may forthwith reenter and repossess the Premises by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind (except as otherwise set forth herein) and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of (i) the reasonable cost of recovering the Premises, (ii) the reasonable cost of removing and storing Licensee's personal Property or any other occupant's Property, (iii) the unpaid License Fees and any other sums accrued hereunder at the date of termination and (iv) a sum equal to the amount, if any, by which the present value of the total License Fees which would have accrued to Licensor under this Agreement for the remainder of the Term, if the terms of this Agreement had been fully complied with by Licensee, exceeds the present value of the total fair market rental value of the Premises for the balance of the Term. If Licensor shall elect to terminate this Agreement, Licensor shall at once have all the rights of reentry upon the Premises, without becoming liable for damages or guilty of trespass;

(b) Licensor may (but under no circumstance shall be obligated to) enter upon the Premises and do whatever Licensee is obligated to do under the terms of this Agreement (such right of Licensor, herein called "Licensor's Self Help Right"), including taking all reasonable steps necessary to maintain and preserve the Stadium Improvements; and Licensee agrees to reimburse Licensor on demand for any reasonable expenses that Licensor may incur in effecting compliance with Licensee's obligations under this Agreement (other than expenses of actually operating a business as opposed to Maintenance, repair and restoration). No action taken by Licensor under this Section 17.2(b) shall relieve Licensee from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations; or

(c) Licensor may exercise any and all other remedies available to Licensor at law or in equity (to the extent not otherwise specified or listed in this Section 17.2), but subject to any limitations thereon set forth in this Agreement.

(d) In the event of a termination of this Agreement due to a Licensee Default prior to completion of the Stadium Improvements and the demolition of the Georgia Dome, Licensor shall be entitled to: (i) at its option, to cause Licensee to demolish (with all debris removed) the Stadium Improvements then existing on the Premises to the condition existing as of the Commencement Date or to cause Licensee to pay to Licensor (regardless of whether the Stadium Improvements are to be demolished) the reasonable cost to cause the Stadium Improvements then existing on the Premises to be demolished (with all debris removed) and to be returned to the condition thereof existing as the Commencement Date, (ii) to recover from Licensee the reasonable cost of recovering possession of the Premises and (iii) to recover from Licensee the cost

of removing and storing any of Licensee's personal Property or any other occupant's property left on the Premises after reentry.

If Licensee does not reimburse Licenser for such reasonable costs and expenses resulting from the exercise of Licenser's Self Help Right within thirty (30) days after demand, then Licenser may withdraw and retain funds for such reimbursement from the Refurbishment and Maintenance Reserve Account, Renewal and Extension Account or the O&M Expense Account in each case, only to the extent such reasonable costs and expenses are of a nature that would have been permitted to be paid out of the applicable fund had Licensee incurred such expense directly.

Section 17.3 Licensee's Remedies. Upon the occurrence of any Licenser Default, Licensee may, as its sole and exclusive remedies, exercise the following remedies:

(a) Licensee may enforce performance of this Agreement;

(b) Licensee may abate payment of any License Fee Installment due for so long as any such default remains uncured (to the extent of any monetary damages incurred as set forth in this Agreement), provided that such Licenser Default remains uncured for an additional ten (10) Business Days after written notice from Licensee of its intent to abate or in the case of any such default that cannot with due diligence and in good faith be cured within ten (10) Business Days, Licenser fails to commence to cure such default within ten (10) Business Days after written notice from Licensee of its intent to abate or Licenser fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; and

(c) Licensee may exercise any and all other remedies available to Licensee at law or in equity (to the extent not otherwise specified or listed in this Section 17.3), but subject to any limitations thereon set forth in this Agreement.

#### Section 17.4 Termination.

(a) Final Notice. Upon the occurrence of a Licensee Default as described in Subsections 17.1.1(a), (d) or (e) or a Licenser Default pursuant to Subsection 17.1.2(a), Licenser or Licensee, as applicable, must give to Licensee or Licenser, as applicable, a notice (a "Final Notice") of Licenser's or Licensee's, as applicable, intention to terminate this Agreement after the expiration of a period of thirty (30) days from the date such Final Notice is delivered unless the Event of Default is cured, and upon expiration of such thirty (30)-day period, if the Event of Default is not cured, this Agreement shall terminate without liability to Licenser or Licensee, as applicable. If, however, within such thirty (30)-day period Licensee or Licenser, as applicable, cures such Event of Default, then this Agreement shall not terminate by reason of such Final



Notice. Notwithstanding the foregoing, if there is an Action or Proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30)-day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such Action or Proceeding.

(b) Substantial Completion Date. Additionally, if the Substantial Completion Date does not occur on or before the deadline of June 30, 2019, specified in the Project Development Agreement, Licensor shall have the option to terminate this Agreement in accordance with the Project Development Agreement. Additional termination rights are set forth in Subsection 15.1.1 of this Agreement.

(c) Limitations on Licensor's Recovery of Damages. Notwithstanding anything contained in this Agreement to the contrary, Licensor's right to recover damages or deduct costs under this Agreement (including under Section 17.2(a)) if the termination of the License or the termination of Licensee's right of occupancy is due to a Licensee Default under Section 17.1.1(d) shall be limited as follows: (i) if such Licensee Default is caused by the party who assumed the Licensee's and the Team's obligations under the Non-Relocation Agreement pursuant to the terms of this Agreement and the Non-Relocation Agreement and such party is not an Affiliate of Licensee, Licensor shall not be entitled to recover any damages from Licensee or deduct any costs under this Agreement or otherwise, and (ii) if such Licensee Default is caused by Licensee or an Affiliate of Licensee, Licensee shall be entitled to assert in any Actions or Proceedings that the damages recovered by Licensor under the Non-Relocation Agreement sufficiently compensate Licensor for its damages and/or costs incurred under this Agreement and that Licensor did not make reasonable efforts to reduce to a minimum or mitigate the effect of such Licensee Default on this Agreement.

(d) Limitations with respect to Non-Relocation Agreement. Notwithstanding anything contained in this Agreement or the Non-Relocation Agreement to the contrary, (i) if Licensor elects to terminate this Agreement or Licensee's right to occupancy of the Premises, Licensor shall not be entitled to seek or obtain injunctive relief under the Non-Relocation Agreement to enforce Article 2 or Article 3 of the Non-Relocation Agreement, and (ii) if Licensor is seeking or obtains injunctive relief under the Non-Relocation Agreement to enforce Article 2 or Article 3 of the Non-Relocation Agreement, Licensor shall not be entitled to terminate this Agreement or Licensee's right to occupancy of the Premises.

(e) Limitations with Respect to Site Coordination Agreement. Any Final Notice given by Licensor with respect to a Licensee Default under Section 17.1.1(e) must include Licensor's reasonable opinion (which shall not be binding for purposes of this Agreement) as to the actions that Licensee needs to take in order to cure the Licensee Default.

Section 17.5 Cumulative Remedies. Except as otherwise provided in this Agreement, each right or remedy of Licensor and Licensee provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of Licensor or Licensee provided for in this Agreement, and, except as otherwise provided in this Agreement, the exercise or the beginning of the exercise by Licensor or Licensee of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by Licensor or Licensee of any or all other rights or remedies provided for in this Agreement.

Section 17.6 Declaratory or Injunctive Relief. In addition to the remedies set forth in this Article 17, the Parties shall be entitled to seek injunctive relief prohibiting (rather than mandating) action by the other Party for any Event of Default of the other Party or declaratory relief with respect to any matter under this Agreement for which such remedy is available hereunder, at law or in equity.

Section 17.7 Interest on Overdue Obligations. If any sum due hereunder is not paid by the due date thereof, the Party owing such obligation to the other Party shall pay to the other Party 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 through and until the date paid. Any payment of such interest at the Default Rate pursuant to this 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 or arbitration award obtained by one Party against the other Party in any Action or Proceeding arising out of a default by such other Party under this Agreement shall bear interest thereafter at the Default Rate until paid.

Section 17.8 No Waivers.

17.8.1 General. No failure or delay of any Party in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this 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 on 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 insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

17.8.2 No Accord and Satisfaction. Without limiting the generality of Subsection 17.8.1 above, the receipt by Licensor of any License Fee Installment with knowledge of a breach by Licensee of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach (other than as to the License Fee Installment received). The payment by Licensee of the License Fee Installment, with knowledge of a breach by Licensor of any covenant, obligation or agreement under this Agreement shall not be deemed or construed to be a waiver of such

breach. No acceptance by Licensor or Licensee of a lesser sum than then due shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. Licensor and Licensee may accept a check, wire transfer or other payment without prejudice to its right to recover the balance of such installment or pursue any other remedy provided in this Agreement.

17.8.3 No Waiver of Termination Notice. Without limiting the effect of Subsection 17.7.1 above, the receipt by Licensor of any License Fee Installment paid by Licensee after the termination in any manner of the Term, or after the giving by Licensor of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Agreement, reinstate, continue or extend the Term, or destroy, or in any manner impair the efficacy of, any such notice of termination as may have been given hereunder by Licensor to Licensee prior to the receipt of any such License Fee Installment or other consideration, unless so agreed to in writing and executed by Licensor. Neither acceptance of the keys or other access device(s) nor any other act or thing done by Licensor or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing executed by Licensor accepting or agreeing to accept such a surrender.

Section 17.9 Effect of Termination. If Licensor or Licensee elects to terminate this Agreement pursuant to Section 14.3, Section 15.1.1 or Section 17.4 of this Agreement, this Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination of this Agreement shall not alter the then-existing claims, if any, of either Party for breaches of this Agreement occurring prior to such termination, and the obligations of the Parties with respect thereto shall survive termination.

Section 17.10 Attorneys' Fees. If either Party places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for any default by the other Party, in the hands of an attorney who institutes an Action or Proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party in such Action or Proceeding shall pay to the prevailing Party therein such prevailing Party's reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

Section 17.11 Other Limitations. TO THE EXTENT PERMITTED BY GOVERNMENTAL RULE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR

OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATES OR RELATED PARTIES, INCLUDING CLAIMS OF THE OTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS.

## **ARTICLE 18**

### **SURRENDER OF POSSESSION; HOLDING OVER**

Section 18.1 Surrender of Possession. Licensee shall, on or before the Expiration Date, peaceably and quietly leave, surrender and yield to Licensors, in the condition in which the same are required to be maintained by Licensee under this Agreement: (i) the Premises, free of sublicenses or Use Agreements and in a reasonably clean condition and free of debris, except for ordinary wear and tear and the effects of aging and except as otherwise provided in Article 14 and Article 15; (ii) the FF&E installed, affixed, attached or supplied by Licensors pursuant to the Project Development Agreement, any FF&E paid for by Licensors or paid for out of the Accounts or the Insurance Fund and all replacements of and substitutions therefor; (iii) all remaining spare parts on hand for the Premises; (iv) all manuals, drawings, plans and tools for the Premises then in Licensee's possession; (v) all keys and/or other access devices for the Premises; and (vi) any other property that is used by Licensee for the use, occupancy or Maintenance of the Premises, but excluding, in each case, items Licensee is entitled to remove pursuant to Section 18.2 below. Upon the Scheduled Expiration Date, Licensee shall assign to Licensors all of Licensee's right, title and interest in and to any Maintenance and Warranty Contracts, Service Contracts and Equipment Leases, subject to Licensee's rights with respect to any claims pending thereunder.

Section 18.2 Removal of Personal Property. Licensee shall have the right, but shall not be obligated, to remove any or all trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and floor maintenance equipment), furnishings and other personal Property that is not part of the Premises (as provided in Subsection 12.1.1 and 12.1.2 hereof) within sixty (60) days after the Scheduled Expiration Date; provided, that if Licensee elects to remove some or all of said items, Licensee shall promptly repair any damage to the Premises caused by such removal. At its option, Licensors may either retain or dispose of, without accountability, any such trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and floor maintenance equipment), furnishings and other personal Property of Licensee that is not part of the Premises and that remains in the Premises sixty (60) days after the Scheduled Expiration Date in any manner Licensors determines to be necessary, desirable or appropriate.

#### Section 18.3 Holding Over.

18.3.1 After Scheduled Expiration Date. In the case of any holding over or possession by Licensee after the Scheduled Expiration Date without the consent of Licensors, Licensee shall be a licensee from month to month and shall pay Licensors a license fee at one hundred twenty-five percent (125%) of the License Fee (the "Hold Over Payment") (which shall be prorated for any partial License Year based on the number of days during the holdover period compared to 366) in effect for the period

immediately preceding the Scheduled Expiration Date. Further, if Licensee shall hold over beyond both the Scheduled Expiration Date and any date for surrender of the Premises set forth in Licensors' written demand for possession thereof given following the Scheduled Expiration Date, Licensee shall reimburse Licensors for all actual reasonable expenses and losses (other than losses that are specifically excluded pursuant to Section 17.10) incurred by Licensors by reason of Licensors' inability to deliver possession of the Premises free and clear of the possession of Licensee to a successor licensee on a delivery date occurring not earlier than ninety (90) days after the Scheduled Expiration Date, together with interest on such expenses and losses from the date such expenses are incurred until reimbursed by Licensee, together with Licensors' reasonable attorneys' fees, charges and costs; provided, however, that, notwithstanding the foregoing, Licensee will only be responsible for damages that may be incurred by Licensors after Licensee receives written notification of such damages from Licensors at least ninety (90) days in advance. The acceptance of License Fee under this Section 18.3 by Licensors shall not constitute an extension of the Term or afford Licensee any right to possession of the Premises beyond any date through which such Hold Over Payments have been paid by Licensee and accepted by Licensors. Such Hold Over Payments shall be due to Licensors for the period of such holding over, whether or not Licensors is seeking to evict Licensee; and, unless Licensors otherwise then agrees in writing, such holding over shall be, and shall be deemed and construed to be, without the consent of Licensors, whether or not Licensors has accepted any sum due pursuant to this Section 18.3.

18.3.2 Prior to Scheduled Expiration Date. If for any reason the Expiration Date shall occur prior to the Scheduled Expiration Date, Licensee shall be entitled to hold over and remain in possession of the Premises through a date following the Expiration Date to be specified by written notice from Licensee to Licensors; provided, however, that such date shall not be more than one (1) month following the end of the remainder of the then applicable NFL Season being played at the time of the Expiration Date and provided that such notice is given to Licensors within ten (10) days after the Expiration Date. During such period of holding over, Licensee shall pay Licensors a license fee as follows: (a) if the Expiration Date occurred as the result of a Licensee Default, at one hundred fifty percent (150%) of the License Fee (which shall be prorated for any partial License Year based on the number of days during the holdover period compared to 366) in effect for the period immediately preceding the Expiration Date, (b) if the Expiration Date occurred as the result of a Licensors Default, the License Fee, without mark-up, shall be due, and (c) if the Expiration Date occurred for any other reason, in the same amount as the License Fee (which shall be prorated for any partial License Year based on the number of days during the holdover period compared to 366) in effect for the period immediately preceding the Expiration Date. Such holdover license fee (if any) shall be paid monthly, in advance, on a pro rata basis and the failure of Licensee to make such payment shall entitle Licensors to immediately terminate Licensee's right to holdover by giving Licensee written notice thereof.

Section 18.4 Survival. The provisions contained in this Article 18 shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 19

[Intentionally Omitted]

## ARTICLE 20

### TIME; DELAY; APPROVALS AND CONSENTS

Section 20.1 Time. Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence in this Agreement. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, if the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

#### Section 20.2 Delays and Effect of Delays.

20.2.1 Excusable Licensee Delay. Any deadline or obligation imposed on Licensee pursuant to this Agreement (other than the obligation to pay the License Fee Installments) shall be adjusted as appropriate to reflect the delay in the achievement thereof by the appropriate Excusable Licensee Delay Period resulting from each occurrence of Excusable Licensee Delay, but only to the extent Licensee complies with its obligations under Subsection 20.2.3 with respect to such Excusable Licensee Delay.

20.2.2 Excusable Licensor Delay. Any deadline or obligation imposed on Licensor pursuant to this Agreement shall be adjusted as appropriate to reflect the delay in achievement thereof by the appropriate Excusable Licensor Delay Period resulting from each occurrence of Excusable Licensor Delay, but only to the extent Licensor complies with its obligations under Subsection 20.2.3 with respect to such Excusable Licensor Delay.

20.2.3 Continued Performance; Mitigation; Exceptions. Upon the occurrence of any Licensee Delay or Licensor Delay, the Parties shall endeavor to continue to perform their respective obligations under this Agreement so far as reasonably practicable. Toward that end, the Parties hereby agree that (a) they shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of the event or circumstance giving rise to any Licensee Delay or Licensor Delay and (b) they shall use their best efforts to ensure resumption of performance of their obligations under this Agreement after the occurrence of the event or circumstance giving rise to any Excusable Licensee Delay or Excusable Licensor Delay. The applicable Party shall use and continue to use all commercially reasonable efforts to prevent, avoid, overcome and minimize any

Licensee Delay or Licensors Delay. Neither any Licensee Delay nor any Licensors Delay shall excuse, or constitute a basis for, failure or refusal by either Party to pay any amount required to be paid in accordance with this Agreement.

Section 20.3 Approvals and Consents; Standards for Review.

20.3.1 Review and Approvals or Consent Rights. The provisions of this Section 20.3 shall apply to all instances in which this Agreement provides for Licensors or Licensee to exercise Review and Approval or Consent Rights, and Exhibit B and Exhibit C shall also apply with respect to Licensors exercise of Review and Approval or Consent Rights; provided, however, that if the time period specified in this Section 20.3 for exercising Review and Approval or Consent Rights conflicts with any express provision in this Agreement (specifically, the procedure for Licensors exercise of its approval rights as set out in Exhibit B and Exhibit C) regarding the time period for exercising particular Review and Approval or Consent Rights, then the provisions of such other provision shall control. As used herein, the term "Review and Approval or Consent Rights" shall include, without limiting the generality of that term, all instances in which one Party or its representative (the "Submitting Party") is permitted or required to submit to the other Party or its representative (the "Reviewing Party") any document, notice or determination of the Submitting Party with respect to which the Reviewing Party has a right or duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge. Unless this Agreement specifically provides that the Review and Approval or Consent Rights may be exercised in the sole and absolute discretion (or a similar standard) of the Reviewing Party, then in connection with exercising its Review and Approval or Consent Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission or determination.

20.3.2 No Implied Approval or Consent. Whenever used in this Agreement, the terms "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent unless expressly provided for in the applicable provision.

## **ARTICLE 21**

### **REPRESENTATIONS AND WARRANTIES**

Section 21.1 Licensees Representations and Warranties. As an inducement to Licensors to enter into this Agreement, Licensee hereby represents and warrants to Licensors, as of the Commencement Date, as follows:

21.1.1 Authority. The individual executing and delivering this Agreement on behalf of Licensee has all requisite power and authority to execute and deliver this Agreement and to bind Licensee hereunder.

21.1.2 Entity. Licensee 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.

21.1.3 Authority; Execution; Delivery & Validity. Licensee has full limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Licensee, the performance by Licensee 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 Licensee. This Agreement has been duly executed and delivered by Licensee and, subject to the due execution and delivery of same by Licensor, constitutes the valid and binding agreement of Licensee, enforceable against Licensee 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.

21.1.4 No Conflict. The execution, delivery and performance of this 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 Licensee, (ii) any judgment, decree or order of any governmental entity to which Licensee is a party or by which Licensee or any of its properties is bound or (iii) any law applicable to Licensee 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 Licensee to consummate the transactions contemplated hereby.

21.1.5 No Further Consents Required. All proceedings required to be taken by or on behalf of Licensee to authorize Licensee to execute and deliver this Agreement and to perform the covenants, obligations and agreements of Licensee hereunder have been duly taken. No consent to the execution and delivery of this Agreement by Licensee or the performance by Licensee of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consent that already has been given or for which the failure to obtain will not have a material adverse effect on the financial ability of Licensee to perform its obligations under this Agreement.



21.1.6 No Actions or Proceedings. To the best knowledge of Licensee, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Licensee which questions the validity of this Agreement or the transactions contemplated herein or (excluding any publicly known actions, suits, claims, proceedings or investigations of known 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 Licensee, financially or otherwise or the ability of Licensee to fulfill its obligations under this Agreement.

21.1.7 Relationship of Licensee and the Club. Licensee is an Affiliate of the Club and during the Term will remain an Affiliate of the Club.

21.1.8 Approval by NFL. The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Agreement.

Section 21.2 Licensor's Representations. As an inducement to Licensee to enter into this Agreement, Licensor hereby represents and warrants to Licensee, as of the Commencement Date, as follows:

21.2.1 Authority. The individual executing and delivering this Agreement on behalf of Licensor has all requisite power and authority to execute and deliver this Agreement and to bind Licensor hereunder.

21.2.2 Entity. Licensor is a an instrumentality of the State of Georgia and a public corporation duly formed and validly existing, duly organized, 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.

21.2.3 Authority; Execution; Delivery & Validity. Licensor has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Licensor, the performance by Licensor 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 Licensor. This Agreement has been duly executed and delivered by Licensor and, subject to the due execution and delivery of same by Licensee, constitutes the valid and binding agreement of Licensor, enforceable against Licensor 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.

21.2.4 No Conflict. The execution, delivery and performance of this 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 Licensor, (ii) any judgment, decree or order of any governmental entity to which Licensor is a party or by which Licensor or any of its properties is bound or (iii) any law applicable to Licensor 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 Licensor to consummate the transactions contemplated hereby.

21.2.5 No Further Consents Required. All governmental proceedings required to be taken by or on behalf of Licensor to authorize Licensor to make and deliver this Agreement and to perform the covenants, obligations and agreements of Licensor hereunder have been duly taken. No consent to the execution or delivery of this Agreement by Licensor or the performance by Licensor of its covenants, obligations and agreements hereunder is required from any board of directors or other governing board, member, creditor, judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consent that already has been given or for which the failure to obtain will not have a material adverse effect on the financial ability of Licensor to perform its obligations under this Agreement.

21.2.6 No Actions or Proceedings. To the best knowledge of Licensor, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the Licensor that questions the validity of this Agreement or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs or prospects of Licensor, financially or otherwise.

## **ARTICLE 22**

### **MISCELLANEOUS PROVISIONS**

Section 22.1 No Broker's Fees or Commissions. Each Party hereby represents to the other Party that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

Section 22.2 Relationship of the Parties. The relationship of Licensee and Licensor under this Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no partnership, joint venture or other business relationship is otherwise established or intended hereby between Licensee and Licensor other than that of Licensor and Licensee and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other for any purpose whatsoever. Except as is otherwise specifically and expressly set forth herein, (a) no Party will in any way assume any of the liability of the other for acts of the other or obligations of the other Party and (b) each Party will be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 22.3 No Third Party Beneficiaries. All rights and obligations of each Party, express or implied, shall be only for the benefit of StadCo and the GWCCA and their respective successors and permitted assigns (as expressly permitted in this Agreement), and such agreements shall not inure to the benefit of any other person, whomever, it being the intention of the undersigned Parties that no other person shall be or be deemed to be a third party beneficiary of this Agreement.

Section 22.4 Notices. All notices, consents, directions, approvals, instructions, requests and other communications and all payments, as applicable, given to a Party under this Agreement shall be given in writing to such Party at the address set forth below or at any other address as such Party designates by written notice to the other Party in accordance with this Section 22.4 and may be (i) sent by first-class mail, postage prepaid certified or registered with return receipt requested, (ii) delivered personally by reputable private courier services, (iii) sent by electronic mail or (iv) sent by telecopy (with electronic confirmation of such notice from the principal addressee) to the Party entitled thereto. Any notice shall be deemed to be duly given or made (w) two (2) Business Days after being deposited in an official U.S. mail depository, (x) when received if delivered or couriered unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day, (y) upon telephonic confirmation of receipt from the Party's principal addressee if sent by electronic mail, or (z) in the case of telecopy (with electronic confirmation of such notice from the principal addressee), when received, so long as it was received during normal Business Hours of the receiving Party on a Business Day or otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party shall have the right at any time and from time to time to specify additional or other parties ("Additional Addressees") to whom notice thereunder must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such Additional Addressee; provided, however, that no Party shall have the right to designate more than two (2) such Additional Addressees. The notice addresses for the Parties shall be as follows:

Notice to Licensor 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 Licensor 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

Notice to Licensee 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

and

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

Section 22.5 Severability. If any term or provision of this 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 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 Agreement shall be valid and enforceable to the fullest extent permitted by Governmental Rule and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Governmental Rule, the Parties to this Agreement hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 22.6 Incorporation of Appendices and Exhibits. All Appendices and Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 22.7 Table of Contents; Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 22.8 Limitation on Rights of Others. Except as otherwise provided below, nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their respective permitted successors and assigns, but not including any invitee, patron or guest of a Party) 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. No Person shall be a third-party beneficiary of this Agreement or have the right to enforce this Agreement or any provision thereof.

Section 22.9 Method and Timing of Payment. All amounts required to be paid by any Party to the other Party under this Agreement shall be paid in such freely transferable coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by wire transfer or other acceptable method of payment, of immediately available federal funds, to the account to be specified by the Stadium Fund Custodian pursuant to a written notice or, to such other account located in the United States as such Party may specify by notice to the other Parties, as applicable. If any payment under this 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 22.10 Consultants. Licensor shall have the right, at its sole cost and expense (except as provided in the Project Development Agreement), to employ such consultants as Licensor may deem necessary to assist in the review of any and all plans, specifications, reports, agreements, applications, bonds, statements and other documents and information to be supplied to Licensor by Licensee under this Agreement and/or the other Project Documents and to perform any inspection rights on behalf of Licensor. Licensee covenants and agrees to reasonably cooperate with such consultants in the same manner as Licensee is required to cooperate with Licensor pursuant to the terms of this Agreement

Section 22.11 Maintenance of Rights of Way, Easements and Licenses. Subject to the terms of the Site Coordination Agreement, Licensor will use its reasonable best efforts to maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises reasonably necessary for the use of the Stadium from time to time. Licensor will not, without the prior approval of Licensee, initiate, join in or consent to any variance, private restrictive covenant or other public or private restriction as to the use of the Stadium Improvements or any portion thereof, or any declaration, plat or other document having the effect of subjecting the Stadium Improvements to the condominium or cooperative form of ownership. Licensee shall, however, comply with all restrictive covenants that may at any time affect the Stadium Improvements, including without limitation ordinances and other public or private restrictions relating to the use of the Stadium Improvements.

Section 22.12 Compliance with Anti-Forfeiture Laws. Licensee will not commit, permit or suffer to exist any act or omission affording any Governmental Authority the right of forfeiture against the Stadium Improvements or any part thereof. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of any Action or Proceedings against Licensee or all or any part of the Premises or the Stadium Improvements, under any Governmental Rule for which forfeiture of the Premises or the Stadium Improvements or any part thereof is a potential result, shall, at the election of Licensor, constitute an event that Licensor may remedy pursuant to Section 17.2(b).

Section 22.13 Counterparts. This 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 Agreement. All signatures need not be on the same counterpart.

Section 22.14 Governing Law. THIS 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 22.15 Venue for Actions. No litigation by either Party may be brought against the other Party except in the Superior Court of Fulton County, State of Georgia (as stipulated by Georgia law (ACGA 10-9-11 with respect to Licensor).

Section 22.16 Obligation to Defend Validity of Agreement. If litigation is filed by a third party against Licensee or the GWCCA in an effort to enjoin such Party's performance of this 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 Agreement. The 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 22.17 Successors and Permitted Assigns. The provisions hereof will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 22.18 Time of the Essence. Subject to the provisions hereof, the Parties recognize and agree that time is of the essence in performing under this Agreement. Accordingly, the Parties hereby agree that they shall act expeditiously and in good faith to perform their respective obligations under this Agreement as and when required under this Agreement, each Party recognizing that it is to the Parties' mutual benefit that their respective obligations under this Agreement be performed timely.

Section 22.19 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 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. All remedies either under this Agreement or by law or otherwise afforded to the Parties will be cumulative and not alternative.

Section 22.20 Limitation of Liability.

(a) The respective liability of any Party or the Club hereunder shall be recoverable only from the respective assets of such Party or the Club and shall not extend to the assets of individual partners, members or shareholders of such Party or the Club. No present, past or future partner, member or shareholder of any Party or the Club shall have any individual liability for the satisfaction of any obligations or liabilities of such Party or the Club under this Agreement, all such individual liability, if any, being expressly waived and released by the Parties and the Club.

(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.

Section 22.21 Titles and Subtitles. The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 22.22 Interpretation. When used in this 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 Agreement represent the result of negotiations between Licensor and Licensee, each of which were represented and/or had the opportunity to be represented by independent counsel and neither of which has acted under compulsion or duress; consequently, the normal rule of construction that any ambiguity be resolved against the drafting party will not apply to the interpretation of this Agreement or of any exhibits, addenda or amendments hereto.

Section 22.23 Antidiscrimination Clause. In accordance with applicable Governmental Rule, Licensor and Licensee shall not discriminate on the basis of race, sex, religion, national or ethnic origin, age or disability in connection with the construction, operation, maintenance and repair of the Stadium.

Section 22.24 No Reliance. Each Party has entered into this 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 the other Party or any advisor of the other Party except as set forth expressly in this Agreement. Each Party is entering into this Agreement freely and voluntarily and each desires to be bound by this Agreement. Each Party has been fully informed of the terms, conditions and effects of this Agreement.


Section 22.25 Entire Agreement, Amendment and Waiver. This Agreement and the other Project Documents together constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof and thereof, including this Section 22.25, may be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

*[Execution Pages Follow]*



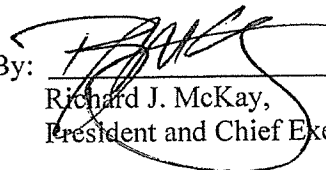
IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of  
the Effective Date.

**GEO. L. SMITH II GEORGIA WORLD  
CONGRESS CENTER AUTHORITY**, an  
instrumentality of the State of Georgia and a  
public corporation

By:   
J. Frank Poe,  
Executive Director

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

**ATLANTA FALCONS STADIUM  
COMPANY, LLC,**  
a Georgia limited liability company

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

## **APPENDIX A**

### **GLOSSARY OF DEFINED TERMS**

#### **AND RULES AS TO USAGE**

##### **Glossary of Defined Terms**

“Acceptable Bank” means any U.S. or domestic bank selected by Licensor and reasonably acceptable to Licensee, whose long-term debt securities (or, if such U.S. or domestic bank does not have any publicly traded, long-term debt securities, whose holding company’s long-term debt securities) are rated “A” or better by Standard & Poor’s Rating Group or “A2” or better by Moody’s Investors’ Service.

“Account” and “Accounts” shall have the meaning given to them in Section 8.1 of this Agreement.

“Actions or Proceedings” means any lawsuit, proceeding, arbitration or other alternative resolution process, Governmental Authority investigation hearing, audit, appeal, administrative proceeding or judicial proceeding.

“Additional Addressees” shall have the meaning given to it in Section 22.4 of this Agreement.

“Adequate Security” means a surety bond or letter of credit in an amount and containing terms reasonably acceptable to Licensor or Licensee, as applicable.

“Affiliate” of any Person means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such Person. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly or indirectly, of the power either to (i) vote fifty-one percent (51%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (ii) direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender. Licensee’s Affiliates include, but are not limited to, the Team. The Parties hereby agree that (i) the City, the County, and the State are not Affiliates of Licensor and (ii) the NFL and NFL teams other than the Team are not Affiliates of Licensee.

“Agreement” shall have the meaning given to it in the preamble of this Agreement.

“All Risk Property Insurance Policy” shall have the meaning given to it in Section 11.1.3 of this Agreement.

“Assignment and Assumption Agreement” shall have the meaning given to it in Section 16.2 of this Agreement.

"Atlanta Bid Events" shall have the meaning given to it in the Site Coordination Agreement.

"Attorney General" shall have the meaning given to it in Section 11.8.3 of this Agreement.

"Builder's All-Risk Policies" shall have the meaning given to it Section 11.1.5 of this Agreement.

"Business Day" shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required or authorized to close in Atlanta, Georgia.

"Business Hours" means 9:00 a.m. through 5:00 p.m. on Business Days.

"Capital Expense(s)" means all expenses incurred with respect to Capital Work.

"Capital Leases," as applied to any Person, means any lease of any Property by such Person as Licensee which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on the balance sheet of such Person.

"Capital Repairs" means the repair, restoration, refurbishment, replacement, alteration, addition or improvement of any equipment, facility, structure, or other Component of the Premises in a manner that extends the useful life, increases the capacity or improves the efficiency of such item.

"Capital Work" means any work (including all design and consulting services (other than legal fees), labor, supplies, materials, equipment and costs of permits and approvals of Governmental Authorities) to perform Capital Repairs or improve, alter, add to or replace any equipment, facility, structure or any other Component of the Premises or which otherwise involves any of the following:

- (a) Replacement of carpeting or other flooring that becomes Physically Obsolete with carpeting or other flooring of similar quality; provided, however, that Capital Work shall not include such replacement more frequently than once every four (4) years other than for defective workmanship or product;
- (b) Replacement of systems that are Physically or Functionally Obsolete;
- (c) Replacement of cracked or disintegrated concrete;
- (d) Replacement of major broken pipes or all or portions of a leaking roof;
- (e) Replacement of seats, whether portable, movable or stationary, that become Physically Obsolete or replacement of seat standards or the concrete into which seats are affixed;

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- (f) General reapplication of protective materials, such as paint or weatherproofing, other than routine spot or touch-up painting;
- (g) Replacement of precast concrete, metals, window components, brick siding or any other skin materials in or on the Stadium that, in all cases, is Physically Obsolete; or
- (h) General sandblasting or chemical cleaning of the exterior of the Stadium; provided, however that Capital Work shall not include such work more frequently than once every three (3) years.

Capital Work shall not include (i) any Maintenance, (ii) any Casualty Repair Work (except for Casualty Repair Work otherwise constituting Capital Work to the extent the Insurance Fund is insufficient to complete such Casualty Repair Work for any reason other than as a result of a Licensee Default under this Agreement) or (iii) any Condemnation Repair Work (except for Condemnation Repair Work otherwise constituting Capital Work to the extent any Condemnation Award is insufficient to complete such Condemnation Repair Work for any reason other than as a result of a Licensee Default under this Agreement).

“Casualty” shall mean fire or any Force Majeure or other sudden, unexpected or unusual cause.

“Casualty Expenses” shall mean all costs and expenses required to be borne by Licensee pursuant to Article 14 of this Agreement.

“Casualty Repair Work” shall have the meaning given to it in Section 14.1 of this Agreement.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as it may be amended from time to time.

“Certificate” shall have the meaning given to it in Section 7.4.6 of this Agreement.

“City” shall mean the City of Atlanta, Georgia.

“Claim” shall have the meaning given to it in Section 11.8.3 of this Agreement.

“Club” shall have the meaning given to it in the recitals of this Agreement.

“Club Stadium License Agreement” means that certain Stadium License Agreement, dated as of the Effective Date, by and between Licensee and the Club, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Commencement Date” shall have the meaning given to it in Section 4.1 of this Agreement.

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“Commencement of Operations” means opening for business to the public and the actual commencement of operation of all elements of the Stadium in accordance with the QOS and the terms of this Stadium License Agreement and all other Project Documents and all Applicable Laws, except such minor elements that do not prevent the Licensee from operating the Stadium as a whole in accordance with the QOS.

“Comparable NFL Facilities” means iconic multipurpose sports stadiums incorporating, at the time of initial construction or material renovation, the latest in environmentally sustainable technology related to design, construction, and ultimate operations in which NFL Teams regularly play their games and that (i) are comparable in size to the Stadium and (ii) were built or materially renovated since 2002 and prior to the date hereof.

“Completion Date” shall mean the date of the Final Completion of the Stadium as defined in the Project Development Agreement.

“Component” shall mean any item of real or tangible personal property that is incorporated into the Stadium or integral to the operation or Maintenance of the Stadium and located in, on or under the Stadium Site in accordance with the standards contemplated by this Agreement, including, but not limited to, all structural members, all mechanical, electrical, plumbing, heating, ventilating, air conditioning, telecommunication, broadcast, video, sound and other equipment (including principal components of each such item of equipment), seats, food and beverage preparation, dispensing or serving equipment, electronic parts, Signage, video replay and display equipment, sound systems and speakers, computers and computer control equipment and all other Stadium furniture, including but not limited to FF&E.

“Condemnation Action” shall mean a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation and an acquisition by any Governmental Authority (or other Person with power of eminent domain) through a private purchase in lieu thereof.

“Condemnation Award” shall mean all sums, amounts or other compensation for the Premises payable to Licensor or Licensee as a result of or in connection with any Condemnation Action.

“Condemnation Expenses” shall have the meaning given to it in Subsection 15.2.1 of this Agreement.

“Condemnation Repair Work” shall have the meaning given to it in Subsection 15.2.2 of this Agreement.

“Controlling Person” of any Person means any individual that directly or indirectly controls such Person. As used in this definition, the term “control” shall mean the possession, directly or indirectly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (ii) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by

contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

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

“CPI Fraction” means, as of any particular date called for under this Agreement, a fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the Commencement Date occurs and the numerator of which is the index value of the Designated Index for the calendar month that is two (2) full calendar months prior to the calendar month in which such date specified under this Agreement occurs. If the CPI Fraction cannot be determined at any particular time because the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one (1) month) is not then known, the CPI Fraction shall be determined using the then most recently reported index value of the Designated Index and, when the index value of the Designated Index for the specified month is known, the CPI Fraction and any calculation based thereon shall be re-determined using the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one (1) month).

“Debt” means for any Person without duplication:

- (a) indebtedness of such Person for borrowed money;
- (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (c) obligations of such Person to pay the deferred purchase price of Property or services (other than accounts payable in the ordinary course of business);
- (d) obligations of such Person as licensee or lessee under Capital Leases;
- (e) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) of such Person to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of another Person of the kinds referred to in clauses (a) through (d) above; and
- (f) indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) secured by any Lien on or in respect of any Property of that Person.

“Default Rate” means an interest rate equal to the prime rate in effect on the date that the applicable underlying payment was required to be made (as reported in The Wall Street Journal) plus two percent (2%).

“Demolition” means to raze the improvements that are part of the Premises (or relevant portion of such improvements), remove any rubble or debris resulting therefrom and cause the Stadium Site to be returned to a safe condition (and “Demolish” and “Demolished” shall have correlative meaning).

“Designated Index” means the United States Consumer Price Index for all Urban Consumers (also known as the CPI-U) for the Atlanta Metropolitan Statistical Area (1982-1984=100), as published monthly (or if the same shall no longer be published monthly, on the most frequent basis available) by the Bureau of Labor Statistics, U.S. Department of Labor (but if such is subject to adjustment later, then the later adjusted index, together with any correlation factor necessary to relate the later adjusted index to the earlier index, as published by the entity publishing the index, shall be used), or if such publication is discontinued, the Designated Index shall then refer to comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, which agency or periodical shall be selected jointly by Licensor and Licensee.

“DOAS” shall have the meaning given to it in Section 11.1.1 of this Agreement.

“Effective Date” shall have the meaning given to it in the preamble of this Agreement.

“Emergency” means any circumstance in which Licensee or Licensor in good faith believes that immediate action is required in order to safeguard lives or safety of any Person, public health, property or the environment.

“Encumbrances” means any defects in, easements, reservations, reverters, covenants, conditions, restrictions, leases, tenancies, encroachments or agreements affecting, or Liens or other encumbrances on, the title to the Premises, whether evidenced by written instrument or otherwise evidenced.

“Environmental Event” means (i) the spill, discharge, leakage, drainage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Materials arising from the construction, operation, maintenance or repair of the Stadium that causes a threat or actual injury to human health, the environment, plant or animal life, (ii) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing and (iii) any claims, demands, actions, causes of actions, remedial and/or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of any of the foregoing.

“Environmental Laws” means any and all federal, state and local statutes, laws (including common law), regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of human health or the environment, or to the handling, storage, use, emissions, discharges, or releases of Hazardous Materials into the environment, including ambient air,



surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment or disposal of any Hazardous Materials, including, but not limited to, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Federal Solid Waste Disposal Act (including, but not limited to, the Resource Conservation and Recovery Act of 1976), CERCLA, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act and the Emergency Planning and Community Right-to-Know Act and any other federal, state or local laws, ordinances, rules, regulations and publications and similar restrictions now or hereafter existing relating to any of the foregoing.

“Equipment Leases” means each such equipment lease for the Premises requiring annual payment greater than \$500,000.

“Event of Default” shall have the meaning given to it in Subsection 17.1.1 and Subsection 17.1.2 of this Agreement.

“Excess/Umbrella Policy” shall mean Licensee’s Excess/Umbrella Policy.

“Excusable Licensee Delay” means any Licensee Delay that is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure by Licensor to perform (or delay by Licensor in performing) any of its material obligations under this Agreement within the time or by the date established by or pursuant to this Agreement for performance thereof, other than on account of Licensee Delay, (iii) negligence or willful misconduct by Licensor, (iv) any direct or indirect action or omission by or attributable to Licensor (including, but not limited to acts or omissions of any Person employed by Licensor or of any agent, contractor or subcontractor of Licensor) that unreasonably interferes with or delays Licensee’s performance of its obligations under this Agreement or (v) any unreasonable delay by Licensor in approving or consenting to any matter that requires the approval or consent of Licensor under this Agreement. Notwithstanding the foregoing, Excusable Licensee Delay shall not include economic hardship or inability to pay Debts or other monetary obligations in a timely manner.

“Excusable Licensee Delay Period” means, with respect to any particular occurrence of an Excusable Licensee Delay, that number of days of delay in the performance by Licensee of its obligations hereunder actually resulting from such occurrence of Excusable Licensee Delay.

“Excusable Licensor Delay” means any Licensor Delay that is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure of Licensee to perform (or delay by Licensee in performing) any of its material obligations under this Agreement within the time or by the date established by or pursuant to this Agreement for performance thereof other than on account of Licensor Delay, (iii) negligence or willful misconduct by Licensee, (iv) any direct or indirect action or omission by or attributable to Licensee (including, but not limited to, acts or omissions of any Person employed by Licensee or any agent, contractor or subcontractor of Licensee) that unreasonably interferes with or delays Licensor’s performance of its obligations under this Agreement or (v) any unreasonable delay by Licensee in approving or consenting to any matter that requires the approval or consent of Licensee under this Agreement.

Notwithstanding the foregoing, Excusable Licensor Delay shall not include economic hardship or inability to pay Debts or other monetary obligations in a timely manner.

“Excusable Licensor Delay Period” means, with respect to any particular occurrence of an Excusable Licensor Delay, that number of days of delay in the performance by Licensor of its obligations under this Agreement actually resulting from such occurrence of the Excusable Licensor Delay.

“Expiration Date” shall have the meaning given to it in Section 4.1 of this Agreement.

“FF&E” shall have the meaning given to it in Section 2.1(b) of this Agreement.

“Final Closing” shall have the meaning given to it in the Transaction Agreement.

“Final Notice” shall have the meaning given to it in Section 17.4 of this Agreement.

“First Class Condition” shall have the meaning given to it in Section 7.4 of this Agreement.

“Force Majeure” means the occurrence of any of the following, for the period of time, if any, that the performance of a Party’s material obligations under this Agreement is actually, materially and reasonably delayed or prevented thereby: acts of God, acts of the public enemy, the confiscation or seizure by any government or public authority (excluding, with respect to obligations of the Licensor, those of the GWCCA), insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes (excluding any strike by NFL players or lock-out by owners of NFL teams), unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, any delays occasioned by proceedings under the Alternative Dispute Resolution Procedures specified in this Agreement, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable’ control of the Party claiming the right to delay performance on account of such occurrence and that, in any event, is not a result of the intentional act, gross negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to Licensor, actions of the GWCCA shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, “Force Majeure” shall not include economic hardship or inability to pay Debts or other monetary obligations in a timely manner.

“Franchise” means the franchise for the Team issued by the NFL.

“Functional Obsolescence” and “Functionally Obsolete” means any equipment, fixture, furnishing, facility, surface, structure or any other Component of the Premises that is not dysfunctional (and thus not Physically Obsolete), but is no longer reasonably optimal for its intended purposes, by reason of (i) material innovations, inventions or improvements in the

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design, manufacture, operation or production of comparable equipment, systems or facilities that render more efficient, more satisfactory or more technologically advanced service or (ii) business patterns or practices (such as methods for selling tickets or admitting patrons to the Stadium) that require the modification or addition of equipment or facilities.

“GAAP” shall mean generally accepted accounting principles applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors, and that are applicable in the circumstances as of the date in question. Accounting principles are applied on a “consistent basis” when the accounting principles observed in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

“Georgia Dome Legacy Events” shall have the meaning given to it in the Site Coordination Agreement.

“Governmental Authority” means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive, or any quasi-governmental authority, agency or entity (or a combination or permutation thereof). For purposes of the use of this term, the GWCCA, in its capacity as Licensor, shall not be considered a Governmental Authority, but in the exercise of its governmental or quasi-governmental powers and authority, the GWCCA shall be considered a Governmental Authority.

“Governmental Rule” means any statute, law, code, ordinance, regulation, permit, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, in each case that is applicable to or binding on the Person or activities to which such term is applied under this Agreement.

“Guarantor” shall mean the Club, or any successor thereto.

“GWCCA” shall have the meaning given to it in preamble of this Agreement.

“GWCCA Campus” shall mean the GWCCA’s streets, buildings and other public infrastructure and facilities.

“GWCCA Defense Limitations and Rights” shall have the meaning given to it in Section 11.8.3 of this Agreement.

“GWCCA Events” shall have the meaning given to it in the Site Coordination Agreement.

“Hazardous Materials” means (i) any substance, emission or material including, but not limited to, asbestos, now or hereafter defined as, listed as or specified in a Governmental Rule as a “regulated substance,” “hazardous substance,” “toxic substance,” “pesticide,” “hazardous waste,” “hazardous material” or any similar or like classification or categorization

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under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (ii) any products or substances containing petroleum, asbestos or polychlorinated biphenyls or (iii) any substance, emission or material determined to be hazardous or harmful to human health or the environment.

“Hold Over Payment” shall have the meaning given to it in Section 18.3.1 of this Agreement.

“Home Games” shall mean any NFL Game in which Licensee or one of Licensee’s Affiliates acts as the host team for its opponent.

“Impositions” means all property Taxes and all possessory interest Taxes, all Taxes on receipts in lieu of, or in addition to, property Taxes, all use and occupancy Taxes, all excises, assessments and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including, without limitation, assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to this Agreement or the Premises, assessed, levied, charged, confirmed or imposed upon or with respect to or become payable out of or become a lien on the License, the Stadium Site or the Premises, or the appurtenances thereto, or for any use or occupation of the Stadium Site or the Premises, or such franchises, licenses and permits as may be appurtenant or related to the use of the Stadium Site or the Premises, this transaction or any documents to which Licensor is a party.

“Improvements” shall have the meaning given to it in Section 14.1 of this Agreement.

“Insurance Account” means a separate depository account maintained by the Stadium Fund Custodian at an Acceptable Bank under the terms of this Agreement for the purpose of holding, applying, investing and transferring the Insurance Fund.

“Insurance Fund” shall have the meaning given to in Section 11.7 of this Agreement.

“Insurance Proceeds” shall have the meaning given to it in Subsection 14.2.1 of this Agreement.

“Insurance Standard” means such insurance policies, coverage amounts, types of coverage, endorsements or deductibles, as applicable, that a Reasonable and Prudent Operator would reasonably be expected to obtain, keep and maintain, or require to be obtained, kept and maintained with respect to the Premises and the ownership, operation and use thereof.

“Insured Casualty Risks” means physical loss or damage from fire, acts of God, lightning, windstorm, hail, flooding, earth movement (including, but not limited to, earthquake, landslide, subsidence and volcanic eruption), collapse, water damage, leakage from fire protection equipment or sprinkler systems, explosion (except steam boiler explosion), smoke, aircraft (including objects falling therefrom), motor vehicles, riot, riot attending a strike, civil commotion, sabotage, terrorism, vandalism, malicious mischief, theft, civil or military authority

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and all other casualties or perils of any kind (including resultant loss or damage arising from faulty materials, workmanship or design) except to the extent insurance against such casualties or perils is from time to time not available on commercially reasonable terms in Atlanta, Georgia.

“Insured Materials and Equipment” means all materials intended for incorporation into the Premises, whether stored on-site or off-site.

“Intangible Property Rights” shall have the meaning given to it in the Intellectual Property License Agreement.

“Intellectual Property License Agreement” means that certain Intellectual Property License Agreement, dated as of the Effective Date, between Licensor and Licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Invest Atlanta” shall have the meaning given to it in the recitals of this Agreement.

“ISO” shall have the meaning given to it in Section 7.1(a) of this Agreement.

“Legal Holiday” means any day, other than a Saturday or Sunday, on which the City’s or County’s administrative offices are closed for business.

“License” means the license in the Premises granted to Licensee under this Agreement and all other rights, titles and interests granted and licensed to Licensee under this Agreement.

“License Fee” shall have the meaning given to it in Section 5.1 of this Agreement.

“License Fee Installments” shall have the meaning given to it in Section 5.1 of this Agreement.

“License Interest” shall have the meaning given to it in Section 2.4 of this Agreement.

“License Year” means each twelve (12) month period commencing on March 1 in any calendar year and ending on the last day of the next succeeding February; provided, however, that (i) if the Commencement Date is subsequent to March 1 of a calendar year, there shall be a partial first License Year from the Commencement Date through the last day of the next succeeding February and (ii) if the License by its terms or otherwise terminates earlier than on the last day in February during a calendar year, there shall be a partial last year ending on the date of such termination and commencing on the first day of March immediately preceding such termination.

“Licensee” shall have the meaning given to it in the preamble of this Agreement.

“Licensee Default” shall have the meaning given to it in Subsection 17.1.1 of this Agreement.

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“Licensee Delay” means any delay by Licensee in achieving any deadlines for performance of its obligations under this Agreement.

“Licensee Depreciable Assets” means any tangible personal property included in or relating to the Stadium or the Stadium Site, whether located within public spaces in the Stadium Site, to the extent paid for or provided by Licensee, the Club, or any of their licensees, users, service providers or Affiliates, regardless of the legal ownership for non-income tax purposes.

“Licensee Representative” and “Licensee Representatives” shall have the meaning given to them in Section 1.3 of this Agreement.

“Licensee’s Business Interruption Policy” shall have the meaning given to it in Section 11.1.1 of this Agreement.

“Licensee’s Excess/Umbrella Policy” shall have the meaning given to it in Subsection 11.1.1 of this Agreement.

“Licensee’s GL Policy” shall have the meaning given to it in Subsection 11.1.1 of this Agreement.

“Licensee’s Workers’ Compensation Policy” shall have the meaning given to it in Subsection 11.1.1 of this Agreement.

“Licensor” shall have the meaning given to it in the preamble of this Agreement.

“Licensor Default” shall have the meaning given to it in Subsection 17.1.2 of this Agreement.

“Licensor Delay” means any delay by Licensor in achieving any deadlines for performance of its obligations under this Agreement.

“Licensor Indemnitees” means Licensor and Licensor’s Affiliates and their respective officers, directors, employees and agents.

“Licensor Representative” and “Licensor Representatives” shall have the meaning given to them in Section 1.2 of this Agreement.

“Licensor’s Self Help Right” shall have the meaning given to it in Section 17.2 of this Agreement.

“Lien” means, with respect to any Property, any mortgage, deed of trust, deed to secure debt, security agreement, claim of lien, lien, pledge, charge or other security interest, and with respect to the Premises, the term Lien shall also include any lien or claim of lien for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens or claims thereof, including, but not limited to, Mechanic’s Liens and claims.

“Maintain” and “Maintenance” and “Maintenance Work” and “Maintenance and Repair Work” means all work (including all labor, supplies, materials and equipment) which is of a routine nature and is not defined in this Agreement as constituting “Capital Work” and is reasonably necessary for the cleaning and routine care of and preventative maintenance and repair for any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, improvements and Components that form any part of the Premises (including, but not limited to, machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator and other seating and access to the Premises) in a manner reasonably consistent with the standards at other Comparable NFL Facilities. Maintenance shall include, but not be limited to, the following (to the extent the same do not constitute “Capital Work” as defined in this Agreement): (i) preventative or routine maintenance (exclusive of replacements or major repairs) that is stipulated in the operating manuals for the Components; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical, roof and structural systems and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Premises, lubrication, and changing air filters and lights; (v) painting of a routine nature, including spot or touchup painting; (vi) cleaning, including restocking, prior to, during and following, and necessary as a direct result of, all Stadium Events; (vii) routine changing of light bulbs, ballasts, fuses and circuit breakers, as they fail in normal use; (viii) groundskeeping services; (ix) changing of light bulbs, ballasts, fuses and circuit breakers, as they burn out; (x) replacement of all light bulbs as maybe or become necessary for proper lighting of the Stadium, both for day games and night games; (xi) all renewals and replacements of equipment parts and components that do not constitute “Capital Work”, as may be necessary to maintain the Stadium and the FF&E consistent with the standards at other Comparable NFL Facilities; and (xii) any other work of a routine nature that is necessary to keep the Premises in a condition consistent with the standards at other Comparable NFL Facilities.

“Maintenance Expense” means all costs and expenses, including without limitation, employee compensation and allocable overhead, incurred or related to the performance of Maintenance and Maintenance Work and Maintenance and Repair Work.

“Master Plans” shall have the meaning given to it in the Project Development Agreement.

“Mechanic’s Lien” shall mean any Lien or claim of Lien, whether choate or inchoate, filed against the interest of Licensor or Licensee in the Premises, or against Licensor or any personal property of Licensor, by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Premises by or on behalf of Licensee.

“Moody’s” means Moody’s Investor Services, Inc.

“New Parking Decks” shall have the meaning given to it in the Site Coordination Agreement.

“NFL” shall mean The National Football League, a not-for-profit association having its chief office currently located at 345 Park Avenue, New York, New York 10017, and any successor thereto.

“NFL Game” means any pre-season, regular season, post-season, World Championship (Super Bowl) or other professional football game played (including any Pro-Bowl Game) under NFL Football Rules and Regulations in which any NFL team is a participant or teams made up of NFL players are participants.

“NFL Management Council” means the not-for-profit association formed by the member clubs of the NFL to act as the representative of such member clubs in the conduct of collective bargaining and other player relations activities of mutual interest to such member clubs.

“NFL Rules and Regulations” mean: the constitution and bylaws of the NFL and the NFL Management Council, including any amendments to such documents and any interpretations of such documents issued from time to time by the NFL Commissioner; all rules, regulations, practices and resolutions of the NFL or the NFL Management Council; any existing or future agreements entered into by the NFL or the NFL Management Council; and such other rules or policies as the NFL, the NFL Management Council or the NFL Commissioner may issue from time to time that are within the issuing party’s jurisdiction.

“NFL Season” shall mean a period of time coextensive with the NFL season as established from time to time under the NFL Rules and Regulations (including post season). NFL Seasons are sometimes herein referred to by the calendar years in which they occur (e.g., “2017-2018 NFL Season”).

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

“O&M Agreement” means that certain Hotel Motel Tax Operation and Maintenance Agreement, dated as of the date hereof, between Licensor and the City, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“O&M Expense Account” shall mean the O&M Expense Account as defined in the O&M Agreement.

“Opening Date” means the date on which the first regular season NFL Game is held at the Stadium.

“Operating Expenses” shall mean all utility, salary, insurance (including premiums and deductibles), management and other operating costs and expenses associated with operation of the Stadium, including the performance of Maintenance and Maintenance Work and Maintenance and Repair Work and payment for all Maintenance Expense.

“OSHA” shall have the meaning given to it in Section 7.1(a) of this Agreement.

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"Other Events Staging Expense Account" shall mean the Other Events Staging and Expense Account as defined in the O&M Agreement.

"Parties" and "Party" shall have the meanings given to them in the preamble of this Agreement.

"Permitted Encumbrances" shall have the meaning given to it in Section 2.3.1 of this Agreement.

"Permitted Investments" means:

- (a) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof and maturing not more than ninety (90) days after such investment;
- (b) Repurchase agreements and reverse repurchase agreements with dealers and banks that carry a rating of A-1/P-1 or higher, are determined by the Treasurer of the State of Georgia to have adequate capital, and that are collateralized by direct obligations of the United States government or obligations unconditionally guaranteed by agencies of the United States government with a market value of at least 102% of the investment, which collateral must be held by a third party custodian and marked to market daily;
- (c) Certificates of Deposit ("CD's") with a term of not more than 90 days, that are secured by a pledge of collateral as required by O.C.G.A. Section 50-17-59 and which, in the case of pledged securities are held by a third party custodian approved by the Treasurer of the State of Georgia, and are marked-to-market at least monthly with depositories required to initially pledge, and thereafter maintain upon notification of any shortfall, collateral having a market value equal to 110% of CD's;
- (d) Commercial paper issued by domestic corporations carrying ratings no lower than P-1 by Moody's and A-1 by Standard & Poor's Corporation;
- (e) Prime bankers acceptances that carry the highest rating assigned to such investments by a nationally recognized rating agency;
- (f) Obligations of corporations rated investment grade or higher by a nationally recognized rating agency; and
- (g) Obligations issued, assumed, or guaranteed by the International Bank for Reconstruction and Development or the International Financial Corporation that are rated A or higher by a nationally recognized rating agency.

Payments under the instruments described in clauses (a) through (g) above, inclusive, may not be linked to any variable other than the principal amount thereof and the fixed or floating interest rate thereon.

“Permitted Transfer” shall have the meaning given to it in Section 16.1 of this Agreement.

“Permitted Uses” shall have the meaning given to it in Section 6.1 of this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

“Personalty” shall have the meaning given to it in Subsection 12.1.2 of this Agreement.

“Physical Obsolescence” and “Physically Obsolete” means any equipment, fixture, furnishing, facility, surface, structure or any other Component of the Premises that does not comply with applicable Governmental Rule or has become dysfunctional due to defects in design, materials or workmanship, ordinary wear and tear or damage. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other Component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or other Component has deteriorated or has been damaged to a degree that cannot be remedied through Maintenance (including replacement necessitated by repeated breakdown or failure of a Component despite Maintenance).

“Premises” shall have the meaning given to it in Section 2.1 of this Agreement. Any reference to the “Premises” shall include any part or portion thereof unless the context otherwise requires.

“Prohibited Uses” shall have the meaning given to it in Section 6.2 of this Agreement.

“Project Development Agreement” shall have the meaning given to it in the recitals of this Agreement.

“Project Documents” means the documents described on Exhibit D attached hereto and made a part hereof, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Property” means any interest or estate in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Property Tax” means a Tax assessed, levied, charged, confirmed or imposed upon, measured by the value of, payable out of or becoming a Lien upon (i) any of the real

property, improvements, Components, appurtenances, leasehold estates, easements, franchises, permits or licenses, or the possession, use or occupancy of any of the foregoing, that are granted, assigned or conveyed to Licensee or used, enjoyed and occupied by Licensee pursuant to this Agreement, (ii) any tangible personal property comprising a part of the Stadium or essential to the operation of the Stadium, as contemplated by the Project Development Agreement, any of the other Project Documents or any plans and specifications prepared pursuant thereto, or (iii) any intangible property or interests in or rights to use intangible property that are granted or licensed to Licensee by Licensor in this Agreement or as contemplated hereby or thereby, including, without limitation, stadium naming rights, broadcast rights, copyrights and advertising rights.

“PSL” shall mean a personal seat license under which Licensee or Licensor (as the case may be) grants to the holder thereof the right to purchase tickets for the type of seat described in the PSL Marketing Agreement.

“PSL Marketing Agreement” means that certain Agreement for Personal Seat License Sales and Related Services, to be entered into by Licensor and Licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“QOS” shall have the meaning given to it in Section 7.1 of this Agreement.

“Reasonable and Prudent Developer” means a developer of projects similar in scope, size and complexity to the Premises seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertakings, exercises that degree of skill, diligence and prudence that would reasonably and ordinarily be expected from a skilled and experienced developer of projects similar to the Stadium complying with every Governmental Rule and engaged in the same type of undertaking.

“Reasonable and Prudent Operator” means an operator of multi-use athletic and entertainment projects similar in scope, size and complexity to the Premises seeking to perform its contractual obligations and in so doing and in the general conduct of its undertakings exercises that degree of skill, diligence and prudence that would reasonably and ordinarily be expected from a skilled and experienced operator of Comparable NFL Facilities complying with every Governmental Rule and engaged in the same type of undertaking.

“Refurbishment and Maintenance Reserve Account” shall mean the Refurbishment and Maintenance Reserve Account as defined in the O&M Agreement.

“Renewal and Extension Account” shall mean the NSP Renewal and Extension Account as defined in the O&M Agreement.

“Review and Approval or Consent Rights” shall have the meaning given to it in Section 20.3.1 of this Agreement.

“Reviewing Party” shall have the meaning given to it in Subsection 20.3.1 of this Agreement.

“Scheduled Expiration Date” has the meaning given to it in Section 4.1 of this Agreement.

“Season” shall mean the regular NFL Season.

“Seat Rights” shall have the meaning given to it in Subsection 6.5.2 of this Agreement.

“Semi-Annual Installment” shall have the meaning given to it in Section 5.1 of this Agreement.

“Service Contracts” means any such service contracts for the Premises requiring annual payment greater than \$500,000.

“Signage” shall mean all signage (permanent or temporary) in or on the Premises, including, without limitation, scoreboards, or other replay screens, banners, displays, time clocks, message centers, advertisements, signs and marquee signs.

“Site” shall have the meaning given to it in the recitals of this Agreement.

“Site Coordination Agreement” means that certain Site Coordination Agreement, dated as of the Effective Date, by and between Licensor and Licensee, as the same may be amended, supplemented, modified, renewed or extended from time to time.

“Space User” means a Person entering into a Use Agreement with Licensee.

“Special Event” has the meaning given to it in the Site Coordination Agreement.

“StadCo” shall have the meaning given to it in the preamble of this Agreement.

“StadCo Events” means all events conducted at the Stadium except for Georgia Dome Legacy Events, GWCCA Events, and Atlanta Bid Events.

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

“Stadium Event” means any event conducted at the Stadium, including without limitation, professional or amateur sporting events or exhibitions, concerts, general audience, family or other targeted audience shows, performances or exhibitions, civic, charitable or political functions or live broadcasts of any of the foregoing, including without limitation StadCo Events, Georgia Dome Legacy Events, GWCCA Events, and Atlanta Bid Events.

“Stadium Fund Custodian” means such Acceptable Bank as shall, from time to time, have custody of the Accounts as provided in this Agreement.

“Stadium Improvements” has the meaning given to it in Section 2.1(a) of this Agreement.

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

“Sublicensee” means a sublicensee, user or concessionaire under or pursuant to a Use Agreement.

“Submitted Expense Budget” shall have the meaning given to it in Section 7.4.4(d) of this Agreement.

“Submitting Party” shall have the meaning given to it in Subsection 20.3.1 of this Agreement.

“Substantial Completion” shall have the meaning given to it in Appendix A to the Project Development Agreement.

“Substantial Completion Deadline” shall have the meaning given to it in Section 5.7(a) of the Project Development Agreement.

“Substantially All of the Improvements” shall have the meaning given to it in Subsection 15.1.3 of this Agreement.

“Surplus Account” shall mean the Surplus Account as defined in the O&M Agreement.

“Tax” or “Taxes” means any general or special, ordinary or extraordinary, tax, Imposition, assessment, levy, usage fee, excise or similar charge, however measured, regardless of the manner of imposition or beneficiary, that is imposed by any Governmental Authority.

“Tax Proceeding” shall have the meaning given to it in Section 10.4.1 of this Agreement.

“Team” shall have the meaning given to it in the recitals of this Agreement.

“Term” shall have the meaning given to it in Section 4.1 of this Agreement.

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

“Transfer” shall have the meaning given to it in Section 16.1 of this Agreement.

“Untenantable Condition” shall mean the existence of any one of the following conditions, including, without limitation, 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 failure of Licensee to perform its obligations as required under this Agreement:

- (a) the condition of the Stadium is such that the NFL Rules and Regulations prohibit the playing of the applicable Home Games at the Stadium;
- (b) the use or occupancy of the Stadium is not permitted under applicable Governmental Rule or is restricted in any material respect under applicable Governmental Rule or as a result of a Condemnation Action, including, but not limited to, denial of access; or
- (c) the use or occupancy of thirty-five percent (25%) or more of any of the seating areas within the Stadium are restricted or unusable or are subject to a material restriction on access.

"Use Agreement" means a use, license, concession, advertising, service, Maintenance, occupancy or other agreement for the conduct of any Permitted Use, the use or occupancy of any space or facilities in the Stadium or the location of any business or commercial operations in or on the Premises or any part thereof, but excluding any license or sublicense of the entire Stadium.

"Workers' Compensation Policy" shall mean Licensee's Workers' Compensation Policy.

## Rules as to Usage

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are 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 Rule) by succession of comparable successor Governmental Rule 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 exhibits or appendices in any agreement or instrument that is governed by this Appendix are to 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. "Shall" and "will" have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in Atlanta, Georgia.

## Appendix A-21

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



**EXHIBIT A-1**

**LEGAL DESCRIPTION OF STADIUM SITE**

*See attached.*

Exhibit A-1

## LEGAL DESCRIPTION

### **TRACT 1:**

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lots 83 and 84 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

**BEGINNING** at an iron pin set at the intersection of the northerly right-of-way line of Mitchell Street (having a variable right-of-way), and the easterly right-of-way line of Northside Drive (having an 88' right-of-way), said point being the **TRUE POINT OF BEGINNING** having a state plane coordinate value of N:1365651.33, E:2224852.69 of the Georgia West Zone NAD83; Thence, continuing along the easterly right-of-way line of Northside Drive (having an 88' right-of-way), in an northerly direction, North 00 degrees 44 minutes 53 seconds East for a distance of 155.45 feet to a mag nail found; Thence, continuing along said right-of-way line North 00 degrees 47 minutes 29 seconds East for a distance of 88.00 feet to an iron pin set; Thence, continuing along said right-of-way line North 00 degrees 39 minutes 35 seconds East, for a distance of 1394.92 feet to an iron pin set; Thence, leaving said right of way line and continuing in an easterly direction South 89 degrees 44 minutes 33 seconds East, for a distance of 778.59 feet to a computed corner; Thence, continuing South 00 degrees 15 minutes 27 seconds West, for a distance of 653.81 feet to a computed corner; Thence, continuing in a easterly direction South 89 degrees 54 minutes 44 seconds East, for a distance of 158.97 feet to an iron pin set; Thence, continuing in a southerly South 00 degrees 05 minutes 16 seconds West, for a distance of 219.53 feet to a right-of-way monument found; Thence, continuing in a easterly direction South 79 degrees 47 minutes 35 seconds East, for a distance of 65.69 feet to a right-of-way monument found. Thence, continuing along a curve to the left having a radius 459.26 feet, bearing southeasterly along a chord bearing of South 42 degrees 51 minutes 08 seconds East, a chord distance of 106.11 feet and an arc length 106.35 feet to a right-of-way monument found; Thence, continuing South 49 degrees 08 minutes 29 seconds East, for a distance of 35.72 feet to an iron pin set; Thence, continuing in a southerly direction South 13 degrees 30 minutes 00 seconds West, for a distance of 373.81 feet to an iron pin set; Thence, continuing in a easterly direction South 76 degrees 30 minutes 00 seconds East, for a distance of 183.61 feet to an iron pin set, said pin being located on the westerly right-of-way line of Elliott Street (having a variable right-of-way); Thence, continuing in a southerly direction along said right of way line South 01 degrees 59 minutes 00 seconds East, for a distance of 72.13 feet to an iron pin set; Thence, continuing along said right-of-way line South 12 degrees 34 minutes 36 seconds West, for a distance of 83.55 feet to an iron pin set; Thence, continuing along said right-of-way line South 00 degrees 25 minutes 01 seconds East, for a distance of 53.99 feet to an iron pin set; Thence, continuing along said right-of-way line South 00 degrees 06 minutes 08 seconds East, for a distance of 73.34 feet to an iron pin set, said pin being located at the intersection of the westerly right-of-way line of Elliot Street (having a variable right-of-way) and the northerly right-of-way line of Mitchell Street (having a variable right-of-way); Thence, continuing in a westerly direction along said right-of-way line of Mitchell Street (having a variable right-of-way)

South 62 degrees 20 minutes 59 seconds West, for a distance of 17.40 feet to an iron pin set; Thence, continuing along said right-of-way line North 88 degrees 19 minutes 25 seconds West, for a distance of 43.53 feet to an iron pin set; Thence, departing said right-of-way line and continuing in a northerly direction North 00 degrees 25 minutes 23 seconds East, for a distance of 115.44 feet to an iron pin set; Thence, continuing in a westerly direction North 88 degrees 06 minutes 08 seconds West, for a distance of 125.00 feet to an iron pin set; Thence, continuing in a southerly direction South 00 degrees 24 minutes 21 seconds West, for a distance of 115.75 feet to an iron pin set, said pin being located on the northerly right-of-way line of Mitchell Street (having a variable right-of-way); Thence, continuing in a westerly direction along said right-of-way line North 89 degrees 30 minutes 11 seconds West, for a distance of 41.86 feet to an iron pin set; Thence, continuing along said right-of-way line along a curve to the right having a radius of 505.00 feet, bearing northwesterly along a chord bearing of North 88 degrees 41 minutes 39 seconds West, a chord distance of 14.25 feet and an arc length of 14.25 feet to an iron pin set; Thence, continuing in a northerly direction along said right-of-way line North 32 degrees 20 minutes 12 seconds West, for a distance of 26.59 feet to a concrete monument found; Thence, continuing in a westerly direction along said right-of-way line South 86 degrees 00 minutes 29 seconds West, for a distance of 83.90 feet to an iron pin set; Thence, continuing along said right-of-way line North 89 degrees 01 minutes 12 seconds West, for a distance of 92.05 feet to an iron pin set; Thence, continuing in a northerly direction along said right-of-way line North 15 degrees 52 minutes 10 seconds West, for a distance of 38.02 feet to an iron pin set; Thence, continuing along said right-of-way line North 48 degrees 00 minutes 01 seconds East, for a distance of 24.75 feet to an iron pin set; Thence, continuing along said right-of-way line North 41 degrees 59 minutes 59 seconds West, for a distance of 82.62 feet to an iron pin set; Thence, continuing in a westerly direction along said right-of-way line South 48 degrees 00 minutes 01 seconds West, a distance of 7.95 feet to an iron pin set; Thence, continuing along said right-of-way line along a curve to the right having a radius of 368.67 feet, bearing southwesterly along a chord bearing of South 69 degrees 29 minutes 25 seconds West, a chord distance of 270.11 and an arc length of 276.55 feet. Thence, continuing along said right-of-way line North 89 degrees 01 minutes 12 seconds West, for a distance of 526.73 feet to an iron pin set, said point being **THE TRUE POINT OF BEGINNING**.

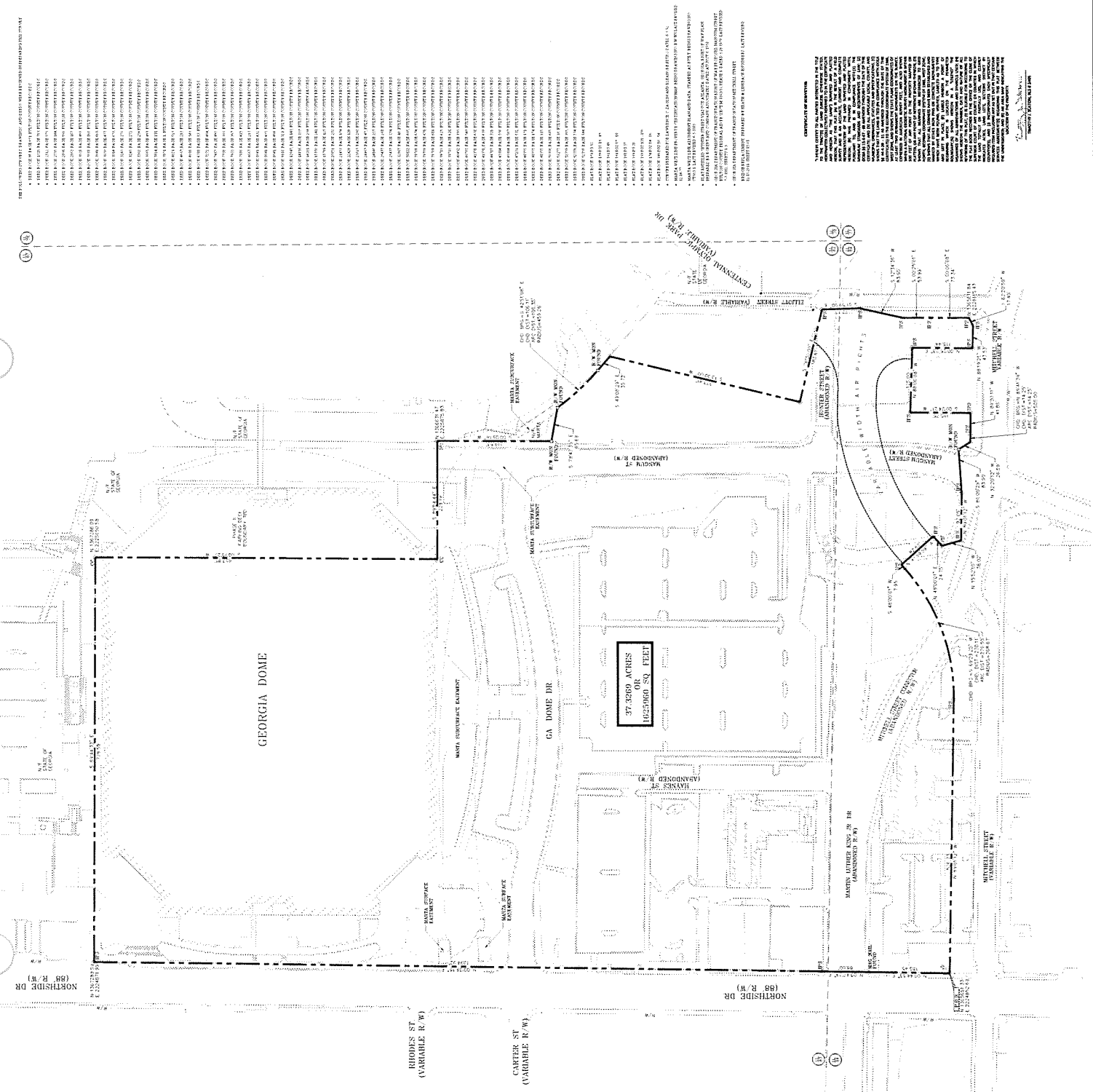
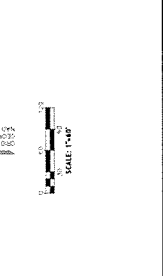
Said parcel contains 1625960 Sq. Feet or 37.3269 Acres.

**EXHIBIT A-2**

**SURVEY OF STADIUM SITE AND GEORGIA DOME SITE**

*See attached.*

Exhibit A-2



## EXHIBIT B

### PRE-OPENING/CONSTRUCTION PERIOD/CAPITAL IMPROVEMENTS APPROVAL RIGHTS

Except where other procedures are specified in the License Agreement and/or in the other applicable Project Documents, to the fullest extent legally permissible, the following procedures will apply with respect to any consent or approval required to be obtained from Licensor under the License Agreement and/or in the other applicable Project Documents prior to opening of the Stadium or with respect to any proposed Capital Work at the Stadium:

- (i) Licensee will deliver to Licensor a written request for approval (the “Pre-Opening Approval Request”), which will include sufficient detail for Licensor to evaluate the subject matter for which approval is requested;
- (ii) if Licensor does not deliver a written objection to Licensee within ten (10) business days following Licensor’s receipt of the Pre-Opening Approval Request from Licensee, the matter will be deemed finally approved; provided that if Licensor’s Board requires additional time to review the Pre-Opening Approval Request then Licensor will notify Licensee prior to the end of such ten (10) business day period, and Licensor will have an additional five (5) business days to review such Pre-Opening Approval Request;
- (iii) if Licensor has an objection, it will deliver to Licensee within the ten (10) business day period (or fifteen (15) business day period, if applicable) Licensor’s reason(s) for its objection, which reason(s) must be objective business reasons, legal or statutory restrictions, public safety or life safety reasons, or other reasons that Licensor reasonably believes will result in such actions having a material adverse effect on the GWCCA Campus, Georgia Dome Legacy Events or Atlanta Bid Events;
- (iv) in case of objection, Licensee will evaluate the stated objections and will either modify its proposal to satisfy the objections or may request a meeting of decision makers from Licensee and Licensor to seek to resolve the disagreement, which meeting will in such event be held within five (5) business days following the Licensor’s receipt of such request;
- (v) all actions of Licensee and Licensor in seeking to reach approval will, except as may otherwise be set forth in the License agreement and/or in the applicable Project Document(s), be taken reasonably and in good faith; and
- (vi) any approval or deemed approval of Licensor will be final and irrevocable with respect to the subject matter of the applicable Pre-Opening Approval Request. If Licensee desires to make a material change with respect to any previously approved Pre-Opening Approval Request, Licensee will be required to again seek the approval of Licensor under the procedures described in this Exhibit B.

Exhibit B-1

## EXHIBIT C

### POST-OPENING/OPERATIONAL PERIODS APPROVAL RIGHTS

Except where other procedures are specified in the License Agreement and/or in the other applicable Project Documents, to the fullest extent legally permissible, the following procedures will apply with respect to any consent or approval required to be obtained from Licensor under the License Agreement and/or in the other applicable Project Documents after opening of the NSP (other than with respect to Capital Work, which is covered by Exhibit B):

- (i) Licensee will deliver to Licensor a written request for approval (the “Post-Opening Approval Request”), which will include sufficient detail for Licensor to evaluate the subject matter for which approval is requested;
- (ii) if Licensor does not deliver a written objection to Licensee within fifteen (15) business days following Licensor’s receipt of the Post-Opening Approval Request from Licensee, the matter will be deemed finally approved; provided that if the Licensor’s Board requires additional time to review the Post-Opening Approval Request then Licensor will notify Licensee, prior to the end of such fifteen (15) business day period, and Licensor will have an additional five (5) business days to review such Post-Opening Approval Request;
- (iii) if Licensor has an objection, it will deliver to Licensee within the fifteen (15) business day period (or twenty (20) business day period, if applicable) Licensor’s reason(s) for its objection, which reason(s) must be objective business reasons, legal or statutory restrictions, public safety or life safety reasons, or other reasons that Licensor reasonably believes will result in such actions having a material adverse effect on the GWCCA Campus, Georgia Dome Legacy Events or Atlanta Bid Events;
- (iv) in case of objection, Licensee will evaluate the stated objections and will either modify its proposal to satisfy the objections or may request a meeting of decision makers from Licensee and Licensor to seek to resolve the disagreement, which meeting will in such event be held within ten (10) business days following the Licensor’s receipt of such request;
- (v) all actions of Licensee and Licensor in seeking to reach approval will, except as may be otherwise set forth herein and/or in the other applicable Project Document(s), be taken reasonably and in good faith; and

any approval or deemed approval of Licensor will be final and irrevocable with respect to the subject matter of the applicable Post-Opening Approval Request. If Licensee desires to make a material change with respect to any previously approved Post-Opening Approval Request, Licensee will be required to again seek the approval of Licensor under the procedures described in this Exhibit C.

Exhibit C-1

**EXHIBIT D**  
**PROJECT DOCUMENTS**

- Project Development Agreement
- Invest Atlanta Rights and Funding Agreement
- PSL Marketing Agreement
- EBO Plan
- Stadium License Agreement
- Site Coordination Agreement
- GWCCA Club Guaranty Agreement
- Invest Atlanta Club Guaranty Agreement
- GWCCA Intellectual Property License Agreement
- Invest Atlanta Intellectual Property License Agreement
- Club Stadium License Agreement
- Non-Relocation Agreement
- Hotel Motel Tax Funding Agreement
- O&M Agreement
- Bond Proceeds Funding and Development Agreement
- Trust Indenture
- Indemnification Agreement



## EXHIBIT E

### FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [ \_\_\_\_\_ ], a \_\_\_\_\_ ] (“Assignor”), has **TRANSFERRED and ASSIGNED**, and by these presents does **TRANSFER and ASSIGN** unto [ \_\_\_\_\_ ], a \_\_\_\_\_ ] (“Assignee”), all of Assignor’s right, title and interest in, to and under the following:

The Stadium License and Management Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and between Atlanta Falcons Stadium Company, LLC, a Georgia limited liability company (“StadCo”), as Licensee, and Geo. L. Smith II Georgia World Congress Center Authority, an instrumentality of the State of Georgia and a public corporation (the “GWCCA”), as Licenser (the “Stadium License Agreement”);

The Non-Relocation Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and between the Club and the GWCCA (the “Non-Relocation Agreement”);

The Project Development Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and between StadCo and the GWCCA (the “Project Development Agreement”); and

The Club Guaranty Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by the Club for the benefit of the GWCCA (the “Club Guaranty Agreement”); and

[Placeholder for other Project Documents].

### ACCEPTANCE AND ASSUMPTION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby (i) agrees to be bound by all of the terms, conditions and provisions of the Stadium License Agreement, the Project Development Agreement, and the Non-Relocation Agreement, and (ii) assumes full responsibility, on and after the Effective Date, for the performance of all the obligations of Assignor under the [Stadium License Agreement, the Project Development Agreement, and the Non-Relocation Agreement] arising on and after the Effective Date.

Exhibit E-1

## ASSIGNEE'S REPRESENTATIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignee hereby represents and warrants to Assignor and the GWCCA, as of the Effective Date, as follows:

(a) Assignee is a [ \_\_\_\_\_ ] duly formed, valid existing, and in good standing under the laws of [ \_\_\_\_\_ ], with all necessary constituent power and authority to carry on its present business and to enter into this Assignment and Assumption Agreement and consummate the transactions herein contemplated;

(b) Neither the execution and delivery of this Assignment and Assumption Agreement by Assignee nor the performance by Assignee of its obligations hereunder or under the [Stadium License Agreement, the Project Development Agreement, or the Non-Relocation Agreement] will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority (as defined in the Stadium License Agreement), any court order to which Assignee is subject, or any provision of any charter or by-laws or constituent documents, as applicable, of Assignee or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other agreement to which Assignee is a party or by which Assignee or its assets are bound, which conflict, breach, default or acceleration would have a material adverse effect on Assignee's ability to perform its obligations under this Assignment and Assumption Agreement;

(c) All proceedings required to be taken by or on behalf of Assignee to authorize Assignee to execute and deliver this Assignment and Assumption Agreement and to perform the covenants, obligations and agreements of Assignee hereunder have been duly taken. No consent to the execution or delivery of this Assignment and Assumption Agreement by Assignee or the performance by Assignee of its covenants, obligations, and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or any other Person (as defined in the Stadium License Agreement), other than any such consent which has already been given or for which the failure to obtain will not have a material adverse effect on the financial ability of Assignee to perform its obligations under this Assignment and Assumption Agreement.

(d) This Assignment and Assumption Agreement constitutes the valid and legally binding obligation of Assignee.

Exhibit E-2

(e) There is no action, suit, claim, proceeding or investigation pending or, to the best knowledge of Assignee, currently threatened against Assignee which questions the validity of this Assignment and Assumption Agreement or the transactions contemplated herein or that is likely to have either individually or in the aggregate a material adverse effect on Assignee, financially or otherwise.

(f) [There is no Controlling Person (as defined in the Stadium License Agreement) of Assignee as of the Effective Date]. [Assignee has satisfied the Controlling Person Requirements (as defined in the Stadium License Agreement)].

Further, Assignee agrees that if any of the express representations or warranties made in this Assignment and Assumption Agreement by Assignee shall be found to have been incorrect in any material respect when made, such circumstances shall constitute a "Licensee Default" under the Stadium License Agreement and a "StadCo Default" under the Project Development Agreement and a "Club Default" under the Non-Relocation Agreement.

EXECUTED by Assignor as of [ \_\_\_\_\_, 20\_\_ ] (the "Effective Date").

ASSIGNOR:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED by Assignee as of the Effective Date.

ASSIGNEE:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Exhibit E-3

