Reference No. 14572
Scanned Date:

DEVELOPMENT AGREEMENT

AMONG

COBB COUNTY, GEORGIA
COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY
(COLLECTIVELY, "COUNTY PARTIES")

AND

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.
BRED CO., LLC
BRAVES STADIUM COMPANY, LLC
BRAVES CONSTRUCTION COMPANY, LLC
(COLLECTIVELY, "BRAVES PARTIES")

DATED MAY 27, 2014

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of May 27, 2014 (the "**Effective Date**") by and among **COBB COUNTY**, a political subdivision of the State of Georgia (the "**County**"), the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a public authority existing under the laws of the State of Georgia (the "**Authority**", with County and Authority being collectively referred to as the "**County Parties**"); and **ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.**, a Georgia corporation ("**ANLBC**"), **BRED CO., LLC**, a Georgia limited liability company ("**BRED**"), **BRAVES STADIUM COMPANY, LLC**, a Delaware limited liability company authorized to do business in the State of Georgia ("**BSC**"), and **BRAVES CONSTRUCTION COMPANY, LLC** ("**BCC**"), a Delaware limited liability company authorized to do business in the State of Georgia (ANLBC, BRED, BSC, and BCC being collectively referred to as the "**Braves Parties**").

Recitals

A. WHEREAS, ANLBC is the owner and operator of the Atlanta Braves ("**Team**"), a Major League Baseball ("**MLB**") franchise;

B. WHEREAS, ANLBC and the County Parties executed that certain Memorandum of Understanding ("**MOU**") dated November 26, 2013, pursuant to which, among other things, ANLBC and the County Parties agreed to finance, design, develop and construct a new multi-purpose sports, entertainment and recreation facility (the "**Stadium**") and associated Authority-owned parking areas located on the Site (the "**Authority Parking Areas**") for the benefit of the County Parties, ANLBC, the citizens of Cobb County, metropolitan Atlanta and the State of Georgia;

C. WHEREAS, in addition to the opening of the Stadium on or before the start of the Team's 2017 MLB regular season, ANLBC intends to develop a mixed-use retail, entertainment, residential, hospitality and office district (the "**Retail and Entertainment District**") adjacent to the Stadium and certain privately owned parking areas and the County believes the development of such Retail and Entertainment District and Private Stadium Parking Areas to be in the best interests of the citizens of Cobb County and consistent with the vision of the Blueprint Cumberland II Master Plan and is in the statutory purpose of the Authority;

D. WHEREAS, BRED has purchased the Site and will convey the Stadium Site to the Authority subject to the Permitted Encumbrances, inclusive of the Master Declaration;

E. WHEREAS, contemporaneously with the execution of this Agreement, BSC and the County Parties are entering into the Stadium Operating Agreement and other Definitive Documents in connection with the ongoing operation, management and use of the Stadium and Authority Parking Areas;

F. WHEREAS, this Agreement is executed to provide for the design, construction, financing and completion of the Stadium Project and Private Stadium Parking Areas; and

G. WHEREAS, contemporaneously with the execution of this Agreement, ANLBC has delivered an Assurance Agreement to County in connection with certain payment and performance obligations as described therein.

Statement of Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County Parties and the Braves Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. In addition to any other terms which are expressly defined in this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter, shall have the meaning ascribed thereto by this Article 1, which shall be applicable to both the singular and plural of the terms so defined:

"**Affiliate**" of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The terms "control", "controlled by", or "under common control" mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"**AGL**" shall mean Atlanta Gas Light Company.

"**AGL Pipeline Documents**" shall mean those certain documents entered into or to be entered into between AGL and certain third parties in connection with the location, construction and operation of gas pipelines and related facilities located or to be located on portions of the Site, including, without limitation, the documents listed on **Schedule 1.1** to this Agreement.

"**Agreement**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**ANLBC**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**ANLBC Beneficial Rights**" shall mean the term set forth in Section 6.8.4 of this Agreement.

"**ANLBC Contribution**" shall mean no less than Two Hundred Thirty Million Dollars ($230,000,000). The ANLBC Contribution shall automatically be increased by the interest accrued in the ANLBC Contribution Account relating to the ANLBC Contribution. The ANLBC Contribution may be increased by all or a portion of the ANLBC Discretionary Amount if and only if ANLBC elects, in its sole discretion, to contribute all or a portion of the ANLBC Discretionary Amount to the ANLBC Contribution. The ANLBC Contribution may be made by one or more of the Braves Parties.

"**ANLBC Contribution Account**" shall mean the account by that name created and held by the Bond Trustee within the Construction Fund under the Trust Indenture, provided that the ANLBC Contribution Account shall not be a part of the trust estate held under the Trust Indenture as security for the Bonds.

"**ANLBC Contribution Portion**" shall mean the term set forth in Section 6.1.1 of this Agreement.

"**ANLBC Discretionary Amount**" shall mean up to Fifty Million Dollars ($50,000,000) which may be contributed (or not contributed) in ANLBC's sole and absolute discretion. The ANLBC Discretionary Amount may be contributed or not contributed by one or more of the Braves Parties in its sole and absolute discretion.

"**ANLBC Representative**" shall mean a person designated by the Braves Parties by written notice to the Authority and the County.

"**ANLBC Stadium Property**" shall mean the term set forth in Section 6.8.2 of this Agreement.

"**ANLBC Stadium Property Schedule**" shall mean the term defined as set forth in Section 6.8.3 of this Agreement; the ANLBC Stadium Property Schedule is attached hereto as **Exhibit G**.

"**Applicable Law**" shall mean any and all laws (including all statutory enactments and common law), constitutions, treaties, statutes, codes, ordinances, charters, resolutions, orders, rules, regulations, guidelines, orders, standards, governmental approvals, authorizations, or other directives or requirements of any Governmental Authority enacted, adopted, promulgated, entered, implemented, ordered or issued and in force or deemed applicable by or under the authority of any Governmental Authority.

"**Approved Entitlements**" shall mean the term set forth in Section 2.4.2 of this Agreement.

"**Architect**" shall mean Populous, Inc. or any approved successor thereto as may be approved by ANLBC and the County.

"**Architect Agreement**" shall mean that certain Architectural Services Agreement by and between BCC and Architect, as the same may be amended, modified or supplemented from time to time.

"**Assurance Agreement**" shall mean an agreement of even date herewith entered into by the County Parties and ANLBC providing for a guaranty of payment and performance by ANLBC.

"**Authority**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**Authority Intergovernmental Agreement**" shall mean the Intergovernmental Agreement between the County and the Authority entered into in connection with the Stadium Project and the Bonds, as the same may be supplemented or amended from time to time in accordance with its terms.

"**Authority Parking Areas**" shall mean the term set forth in the recitals to this Agreement.

"**Authority Stadium Property**" shall mean the term set forth in Section 6.8.1 of this Agreement.

"**BCC**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**Board of Commissioners**" shall mean the Cobb County Board of Commissioners.

"**Bond Documents**" shall mean the Trust Indenture and the other documents utilized in connection with the issuance of the Bonds.

"**Bond Proceeds Account**" shall mean the trust account by that name created and held by the Bond Trustee within the Construction Fund under the Trust Indenture.

"**Bond Transaction**" shall mean the issuance of the Bonds and the matters related to the Bonds so long as they remain outstanding and until the discharge of the Trust Indenture.

"**Bond Trustee**" **or** "**Trustee**" shall mean U.S. Bank National Association in its capacity as trustee for the Bonds under the Trust Indenture or any substitute or successor appointed in accordance with the Indenture.

"**Bonds**" shall mean collectively the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Bonds (Cobb County Coliseum Project), Series 2014, to be issued by the Authority pursuant to the Trust Indenture to finance, in part, the acquisition, construction and equipping of the Stadium Project, capitalized interest during the construction period, the costs of issuance of the Bonds and certain other costs related to the Bonds or the Stadium Project approved by the County, which Bonds will be issued in an original aggregate principal amount sufficient to deposit $368,000,000 of Bond proceeds into the Bond Proceeds Account within the Construction Fund, and any refunding bonds of the Authority issued pursuant to the Indenture with County Board Approval to refund, in whole or in part, the Bonds.

"**Braves Default**" shall mean the term set forth in Section 10.1 of this Agreement.

"**Braves Parties**" shall mean the term set forth in the opening paragraph of this Agreement.

"**BRED**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**BSC**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**Business Day**" shall mean any day other than a Saturday, Sunday, or any federal holiday. If any period expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

"**CA Agreement**" shall mean that certain construction administration agreement (previously referenced in the MOU as the "CM Agreement") by and among the County and BCC pursuant to which BCC shall act as the construction administrator for the Stadium Project.

"**Capital Maintenance and Repairs**" shall mean the term set forth in the Stadium Operating Agreement.

"**Capital Maintenance Fund**" shall mean the term set forth in the Stadium Operating Agreement.

"**Change Order**" shall mean the term set forth in the Stadium Construction Management Agreement.

"**CID**" shall mean the Cumberland Community Improvement District.

"**CID Contribution**" shall mean a contribution or contributions from the CID in a minimum aggregate amount of Ten Million Dollars ($10,000,000) for deposit into the CID Contribution Account within the Construction Fund under the Trust Indenture in accordance with the CID Intergovernmental Agreement..

"**CID Contribution Account**" shall mean the trust account by that name created and held by the Bond Trustee within the Construction Fund under the Trust Indenture.

"**CID Intergovernmental Agreement**" shall mean the Intergovernmental Agreement between the County and the CID with respect to the CID Contribution.

"**CM at Risk**" shall mean the Construction Manager at Risk retained by the County and managed pursuant to a guaranteed maximum price contract for the construction of the Stadium Project as contemplated by the CA Agreement.

"**CM at Risk Guaranty**" shall mean the guaranty by ANLBC in favor of the CM at Risk provided pursuant to Section 2.5(c) of the CA Agreement.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of succeeding law).

"**Colonial**" shall mean Colonial Pipeline Company.

"**Colonial Pipeline Documents**" shall mean those certain documents entered into or to be entered into between Colonial and certain third parties in connection with the location, construction and operation of gas pipelines and related facilities located or to be located

on portions of the Site, including, without limitation, the documents listed on **Schedule 1.1** of this Agreement.

"**Competitive MLB Facility**" shall mean, when comparing the design, construction, maintenance and Improvements of the Stadium, MLB ballparks of reasonably comparable size, age and features, constructed or materially renovated between 2004 and the date of this Agreement, including, without limitation, Busch Stadium, Citi Field, Citizens Bank Ballpark, Marlins Park, Nationals Park, Petco Park, Target Field, and Yankee Stadium.

"**Completion Date**" shall mean the date that is the earlier of (a) the date on which BSC has commenced occupancy of the general office space and the clubhouse offices within the Stadium pursuant to the Stadium Operating Agreement, or (b) the date on which the following have occurred: (i) Architect or CM at Risk has issued to the County Parties, a certificate of substantial completion certifying that the Stadium, Authority Parking Areas and Public Infrastructure are essentially and satisfactorily complete in accordance with the Stadium Construction Documents, such that the Stadium is ready for opening to the general public and full occupancy or use by BSC subject to the completion of minor punchlist items that do not materially affect the use or occupancy of the Stadium; and (ii) a temporary certificate of occupancy and all other licenses required for the opening and full operation of the Stadium have been issued been issued by the County and other applicable Governmental Authorities.

"**Construction Administrator**" or "**CA**" shall mean BCC (which term shall have the same meaning as the "Construction Manager" as described at Section 3(b) of the MOU).

"**Construction Fund**" shall mean the trust fund by that name created and held by the Bond Trustee under the Trust Indenture.

"**Construction Fund Requisition**" shall mean a written requisition substantially in the form of the "Construction Fund Requisition" attached to the Trust Indenture as an Exhibit and signed and approved by the parties identified in the Trust Indenture requesting disbursement of money from the Construction Fund in accordance with the Trust Indenture.

"**Contract Documents**" shall mean the Stadium Construction Management Agreement, the Architect Agreement, the Stadium Construction Documents, and any other equivalent construction contract documents and modifications thereto which are entered into to complete the Stadium.

"**Cost Overrun(s)**" shall mean that amount which is equal to the difference between (a) the Final GMP set forth in the GMP Amendment under the Stadium Construction Management Agreement and (b) the actual cost of the CM at Risk to perform and complete the Work pursuant to the Stadium Construction Management Agreement (but specifically excluding the following: (i) any amounts for which the CM at Risk is responsible in accordance with the Stadium Construction Management Agreement; (ii) any costs caused by the negligent acts or omissions of the County arising under the CA

Agreement (expressly excluding from this (ii) negligent acts or omissions that the County would not be responsible for under Applicable Law); (iii) any costs caused by the breach of the CA Agreement by the County that causes a compensable delay to the progress of the Work of the CM at Risk under the Stadium Construction Management Agreement; and (iv) any costs included in any executed Change Order expressly requested by the County).

"**Cost Savings**" shall mean the amount equal to the difference between the Stadium Project Budget and the total actual cost to complete the Work.

"**County**" shall mean the County of Cobb, State of Georgia.

"**County Board Approval**" shall mean the approval or consent of the County's Board of Commissioners as evidenced by (a) minutes of the Board of Commissioners and/or (b) a written document(s) executed by the Chairman or Vice Chairman of the Board of Commissioners or another duly authorized official of the County, as applicable, pursuant to authorization from the Board of Commissioners.

"**County Code**" shall mean the term set forth in Section 2.2.1 of this Agreement.

"**County Contribution**" shall mean the proceeds of the Bonds deposited into the Bond Proceeds Account within the Construction Fund under the Trust Indenture, the CID Contribution, the Transportation Improvement Contribution and any other funds which may be made available for the Stadium Project. In no event shall any portion of the County Contribution be used or include funds for the Improvement or alteration of any privately-owned property.

"**County Default**" shall mean the term set forth in Section 10.2 of this Agreement.

"**County Parcels**" shall mean the term set forth in Section 2.7.1 of this Agreement.

"**County Parties**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**County Project Manager**" shall mean a party to be designated by the County and tasked with certain owner's representative duties on behalf of the County in connection with the administration of the Stadium Construction Management Agreement.

"**County Representative**" shall mean a party to be designated in writing by the County by written notice to the ANLBC Representative.

"**Damages**" shall mean any loss, liability, claim, damage (excluding incidental and consequential damages), cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"**Default Notice**" shall mean written notice delivered from any of the Braves Parties to the appropriate County Party (or vice versa) and which notice identifies a default hereunder by the receiving party.

"**Definitive Documents**" shall mean, collectively, the following documents: this Agreement, Assurance Agreement, Bond Documents, CA Agreement, CM at Risk Guaranty, Contract Documents, Intergovernmental Agreements, MOU, Non-Relocation Agreement, and Stadium Operating Agreement, and such other documents and agreements as the Parties may agree in writing are necessary to implement the intent of any of the foregoing documents.

"**Development Parcels**" shall mean all portions of the Site other than the Stadium Site, as more particularly depicted on the title survey at **Exhibit A** attached to this Agreement.

"**Development Standards**" shall mean the Cobb County Development Standards as adopted by the Cobb County Community Development Agency and contained in the Official Code of Cobb County, Georgia, together with any amendments thereof.

"**Dispute**" shall mean the term set forth in Section 10.8 of this Agreement.

"**Dispute Notice**" shall mean the term set forth in Section 10.8.1 of this Agreement.

"**Effective Date**" shall mean the term set forth in the introductory paragraph of this Agreement.

"**Enabling Work**" shall mean the Work required to prepare the Stadium Site for construction and to achieve completion of the Stadium Project in accordance with the Stadium Project Budget and the time line set forth in the Project Milestone Schedule, specifically including, without limitation, engineering, design, and other professional services and any Work in connection with the Public Infrastructure.

"**Entitlement Documents**" shall mean the term set forth in Section 2.4.2 of this Agreement.

"**Estoppel Requesting Party**" shall mean the term set forth in Section 12.2 of this Agreement.

"**Estoppel Responding Party**" shall mean the term set forth in Section 12.2 of this Agreement.

"**Final GMP**" shall mean the absolute not-to-exceed limit, or guaranteed maximum price, for the cost of the Work for the Stadium Project as agreed to by the County and the CM at Risk pursuant to the Stadium Construction Management Agreement.

"**Force Majeure**" shall mean acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude

any governmental action or inaction with respect to the granting or withholding of any governmental approvals or Permits needed for the Stadium Project or Private Stadium Parking Areas within the control of the County taken in contravention of Applicable Law), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"**Funding Date**" shall mean the date of the closing of the Bond Transaction.

"**GMP Amendment**" shall mean the amendment to this Stadium Construction Management Agreement establishing the Final GMP.

"**Governmental Authority(ies)**" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Stadium Project, Stadium Site, Private Stadium Parking Areas, or Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Stadium Project, Stadium Site, Private Stadium Parking Areas, or Site.

"**Impact Fees**" shall mean the term set forth in Section 2.5 of this Agreement.

"**Improvements**" shall mean all physical construction, development or improvement of any part or component of the Stadium Project, but excluding Capital Maintenance and Repairs.

"**Intergovernmental Agreements**" shall mean, collectively, the Authority Intergovernmental Agreement, the CID Intergovernmental Agreement, and any other Definitive Document to which at least two (2) of the County, the Authority, or the CID are parties, which will collectively allow the County Parties to meet their obligations under this Agreement.

"**Loss**" shall mean the term set forth in Section 11.3 of this Agreement.

"**Major League Baseball**" or "**MLB**" or "**Office of the Commissioner**" or "**Office of the Commissioner of Baseball**" shall mean, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing, or any successor association or entity and which engages in professional baseball in a manner comparable to Major League Baseball.

"**Master Declaration**" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions setting forth certain covenants, conditions and restrictions that will apply to the Site, to be recorded in the official County land records prior to the conveyance of the Stadium Site and Authority Parking Areas to the Authority.

"**Material Design Elements**" shall mean the exterior materials and general appearance of the Stadium, life safety issues, issues relating to public access, use and transportation and other similar design elements.

"**Mixed-Use Project**" shall mean the planning, development, design and construction of the Development Parcels into the Retail and Entertainment District and Private Stadium Parking Area.

"**MOU**" shall mean the term set forth in the recitals of this Agreement.

"**Non-Relocation Agreement**" shall mean the term set forth in the Stadium Operating Agreement.

"**Parties**" shall mean the Authority, the County, ANLBC, BCC, BSC, and BRED.

"**Party**" shall mean any party to this Agreement.

"**Permits**" shall mean any permit, license or approval to be issued by any Person, including, but not limited to, required permits for the Stadium Project or Private Stadium Parking Areas including, without limitations, any applicable permits specified in the Development Standards.

"**Permitted Encumbrances**" shall mean encumbrances that are listed in **Exhibit B** to this Agreement as well as additional encumbrances to be placed of record following the date of this Agreement, as may be approved by the County Parties, including, but not limited to, the Master Declaration, the AGL Pipeline Documents and the Colonial Pipeline Documents.

"**Permitted MLB Membership Transfer**" shall mean the term set forth in the Stadium Operating Agreement.

"**Person**" or "**Persons**" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"**Private Stadium Parking Areas**" shall mean certain parking areas other than the Authority Parking Areas made available for Stadium events, of not less than six thousand (6,000) spaces, to be owned, leased and/or managed by BRED and/or its designee, which parking areas will be paid for by the ANLBC Contribution, and for which BRED and/or other Braves Parties or their Affiliates shall be entitled to receive all revenues.

"**Program Manager**" shall mean Jones Lang LaSalle or other entity designated by BCC as set forth in the CA Agreement.

"**Project Milestone Schedule**" shall mean the schedule of Stadium Project and Private Stadium Parking Areas activities developed by BCC and updated as set forth in the CA Agreement.

"**Public Infrastructure**" shall mean such property, facilities and Improvements that facilitate the development and use of the Stadium, the Stadium Site and the Authority Parking Areas, which may include, without limitation (a) property and Improvements for drainage, sewage, and pipeline relocation; (b) roadway, transportation, pedestrian, walkway, skyway and other Improvements including directional signage; (c) curbing, gutters, and lot striping; (d) transportation Improvements to facilitate public access to the Stadium, Stadium Site and Authority Parking Areas; and (e) lighting, landscaping and utilities.

"**Public Infrastructure Work**" shall mean the design, construction, and installation of the Public Infrastructure, as described in and required by the Contract Documents.

"**Retail and Entertainment District**" shall mean the term set forth in the recitals to this Agreement.

"**Site**" shall mean, collectively, the Stadium Site and the Development Parcels, as legally described on **Exhibit D** of this Agreement and as depicted on **Exhibit E** of this Agreement.

"**Stadium**" shall mean the multipurpose stadium to be constructed on the Stadium Site suitable for MLB baseball and a broad range of other civic, community, recreational, athletic, educational, and cultural activities, which stadium is to be used and operated by the Braves Parties pursuant to the Stadium Operating Agreement. Wherever the term "Coliseum" is used in the Bond Documents or other Definitive Documents, such term shall refer to "Stadium".

"**Stadium Construction Documents**" shall mean the drawings, specifications, and other design documents prepared by the Architect and its subconsultants under the Architect Agreement setting forth in detail the requirements for the Work by the CM at Risk for the Stadium Project.

"**Stadium Construction Management Agreement**" shall mean the written agreement between the County and the CM at Risk for the performance of the Work.

"**Stadium Costs**" shall mean all costs and expenses incurred or to be incurred in connection with the development, design, construction and completion of the Stadium Project pursuant to the Stadium Project Budget.

"**Stadium Design Documents**" shall mean drawings, specifications, and other design documents prepared by the Architect for the Stadium Project, leading to the preparation of the Stadium Construction Documents, and which are consistent with the Stadium Program Documents.

"**Stadium Operating Agreement**" shall mean that certain Stadium Operating Agreement of even date of this Agreement by and between BSC and the County Parties.

"**Stadium Program Documents**" shall mean the drawings, specifications and Stadium Project criteria set forth as **Schedule 1.2** of this Agreement.

"**Stadium Project**" shall mean the design, construction and financing of the Stadium, Stadium Site, Authority Parking Areas, and Public Infrastructure for the Stadium Site.

"**Stadium Project Accounts**" shall mean, collectively, the Bond Proceeds Account, CID Contribution Account, and ANLBC Contribution Account within the Construction Fund created under the Trust Indenture.

"**Stadium Project Advanced Funds**" shall mean those funds that the Braves Parties have advanced or may hereafter advance expenditures constituting Stadium Costs prior to the Funding Date, in accordance with this Agreement, including, without limitation, the Enabling Work.

"**Stadium Project Budget**" shall mean the total sources and uses of funds for the Stadium Costs, as well as the Private Stadium Parking Areas that will be paid for by the ANLBC Contribution, as set forth on **Exhibit C** of this Agreement.

"**Stadium Site**" shall mean that portion of the Site, as depicted on **Exhibit F** of this Agreement, which will be transferred to the Authority in accordance with the terms of this Agreement, which tract may be modified in accordance with Section 2.1.3 of this Agreement.

"**Stadium Site ESA**" shall mean the term set forth in Section 2.1.4 of this Agreement.

"**Team**" shall mean the term set forth in the recitals to this Agreement.

"**Term**" shall mean the term set forth in the Stadium Operating Agreement unless earlier terminated in accordance with Section 10.9 of this Agreement.

"**Transfer**" shall mean the term set forth in Section 9.1 of this Agreement.

"**Transferee**" shall mean the term set forth in Section 9.1 of this Agreement.

"**Transportation Improvement Contribution**" shall mean certain transportation improvements made or to be made by the County costing a minimum aggregate amount of Fourteen Million Dollars ($14,000,000) as more particularly described in Article 7 of this Agreement.

"**Trust Indenture**" shall mean the Trust Indenture between the Authority and the Trustee pursuant to which the Bonds (including any refunding Bonds) shall be issued, as the same may be supplemented or amended from time to time in accordance with its terms.

"**Work**" shall mean the construction and other services required by Stadium Construction Documents for the Stadium Project.

1.2 Recitals; Attachments. The recitals set forth above are true and correct; the recitals, schedules, exhibits and appendices to this Agreement are an integral part hereof and are incorporated herein by this reference.

1.3 Interpretation. Derivative uses of defined terms used herein (including plural and singular forms thereof) shall have meanings correlative with such defined terms.

1.3.1 Appendices, articles, sections, schedules and exhibits referenced in this agreement are internal references within this Agreement unless otherwise specified.

1.3.2 The term "**including**" is not limiting and means "including without limitation".

1.3.3 In the computation of periods of time from a specified date to a later specified date, the word "**from**" means "from and including", the words "**to**" and "**until**" each mean "to but excluding", and the word "**through**" means "to and including".

1.3.4 Unless otherwise expressly provided herein, (i) references herein to agreements (including this Agreement), other contractual instruments and organizational documents shall be deemed to include all subsequent amendments and other modifications thereto and replacements thereof, but only to the extent such amendments and other modifications and replacements are not prohibited by the terms of this Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such statute or regulation.

ARTICLE 2
DELIVERY OF PROPERTY, ZONING AND ENTITLEMENTS

2.1 Delivery of Stadium Site.

2.1.1 The Parties acknowledge that they have agreed upon the preliminary depiction of the Stadium Site attached hereto as **Exhibit F**, and the Parties further acknowledge that such exhibit merely represents a proposed location for the Stadium and Authority Parking Areas and is subject to change based on factors including, without limitation, on-site conditions, the Contract Documents and the locations of the pipeline easements to be relocated pursuant to the AGL Pipeline Documents and the Colonial Pipeline Documents. The Parties hereto agree that BRED shall convey to the Authority on the Funding Date, by limited warranty deed, legal title to the Stadium Site free and clear of all encumbrances other than the Permitted Encumbrances and granting the County Parties reasonable right of access to the Stadium Site. The Parties acknowledge that the facilities and property rights acquired or to be acquired by the Authority from BRED will be acquired with only those representations or warranties contained in the limited warranty deed conveyed by BRED.

2.1.2 On the date that BRED conveys the Stadium Site to the Authority, an ALTA owner's policy of title insurance (or binder as the Authority may elect) shall be issued to the Authority in an amount equal to the value of the land comprising the Stadium Site as described in the Stadium Project Budget plus the amount of any Improvements located or to be located thereon (with the actual amount to be determined upon receipt of a final survey of the Stadium Site) insuring title to the Stadium Site as being vested in the Authority and subject only to the Permitted Exceptions issued by a title company and underwriter reasonably acceptable to the Authority.

2.1.3 It is the understanding of the Parties that the final Stadium Site shall consist of the footprint of the Stadium and any Authority Parking Areas with dimensions to be determined by BRED, it being understood that a Site-specific plan may be approved which may allow for certain buildings to have no setback from the Stadium. The Authority agrees that following the conveyance of the Stadium Site to the Authority on the Funding Date, the Authority shall, subject to County zoning laws and other applicable regulations, enter into such land swaps, boundary line adjustments, plat modifications or other transactions with BRED and other Braves Parties as the Braves Parties deem reasonably necessary and appropriate to accurately document the final size and location of the Stadium Site as determined by the Braves Parties, with the right of the County Parties to review and provide comments in connection therewith. Such transactions shall be approved in writing by County Parties for adjustments increasing or reducing the total size of the Stadium Site by more than ten percent (10%), which approval shall not be unreasonably withheld, delayed or conditioned.

2.1.4 Not less than thirty (30) days prior to the conveyance of title to the Stadium Site to the Authority, the Braves Parties shall deliver to the County Parties a Phase I environmental site assessment with an effective date not more than one hundred eighty (180) days prior to the date on which title to the Stadium Site is to be conveyed to the Authority (the "**Stadium Site ESA**") covering the Stadium Site, which Stadium Site ESA shall be in form and content acceptable to the County Parties and containing no recognized environmental conditions, by Kimley-Horn and Associates, on which the County Parties shall be entitled to rely. The Stadium Site ESA shall satisfy ASTM 1527-13, the U.S. Environmental Protection Agency's "all appropriate inquiries" rule, and any other requirement necessary to entitle the Authority to qualify for the "bona fide purchaser" defense under CERCLA and/or similar defenses or protections under Applicable Law.

2.2 Zoning.

2.2.1 The Braves Parties have submitted requests to rezone certain portions of the Site as "RRC" for a Regional Retail and Entertainment District (or similar zoning classification as circumstances may warrant), which may include, but are not limited to, those portions of the Site identified as Tracts 5, 6, 7, 8, 17, 18, 19, 20, 21, 22, 23, 24, H, L, R and the "Sign Tract", as such tracts are legally described on the survey attached as **Exhibit A** of this Agreement. The Authority acknowledges the submittal of said proposed rezoning and covenants and agrees to provide reasonable cooperation to the Braves Parties as they seek such rezoning or variance or as the Braves Parties pursue an amendment to the Cobb County Zoning Ordinances as may be necessary to change or modify the zoning and/or land use restrictions to all or any portion of the Site as the Braves Parties deem appropriate in order to facilitate the development of the Site as contemplated hereby. Nothing contained in this Agreement shall be deemed to be "contract zoning", nor shall this Agreement obligate the County (or any officer, agent, department, commission or similar component of the County) (i) to approve any rezoning or to grant any other land use approval or any other municipal approval or (ii) to approve any development plan or to issue any building or construction Permits for any plan or construction that is not in conformity with Applicable Law, including, without limitation, the Cobb County Code of Ordinances (the "**County Code**").

2.2.2 This Agreement does not require that any particular land use be implemented at any particular location of the Site. The Braves Parties shall have the right, subject to such site plan approval process as is agreed to by County in accordance with an approved zoning document and the Development Standards, to implement any allowable land use on, or establish any allowable covenants, conditions or restrictions on or with respect to any portion of the Site other than the Stadium Site as may be desired by the Braves Parties.

2.3 Pipeline Relocation. The Parties acknowledge certain existing easement rights over portions of the Stadium Site and other portions of the Site in favor of AGL and Colonial respectively. In order to facilitate and maximize the development and use of the Stadium Site and the Site generally, certain of the Braves Parties have entered into or intend to enter into the AGL Pipeline Documents and the Colonial Pipeline Documents respectively. Any costs associated with such pipeline relocation as may be warranted shall be deemed to be Enabling Work and, to the extent funded by the Braves Parties, shall be deemed Stadium Project Advanced Funds. The Authority agrees to take title to the Stadium Site simultaneously upon the Funding Date, subject to the AGL Pipeline Documents and the Colonial Pipeline Documents to the extent it has not already done so, and to enter into additional documents necessary in connection with the relocation or location of the AGL Pipelines or Colonial Pipelines located on that portion of the Development Parcel(s) which will constitute the Stadium Site, and to take any other actions as may be reasonably necessary to ensure the proper and timely relocation of such pipelines, which actions shall be undertaken at no cost to the Authority. Recognizing that the pipeline relocation costs are included in the Stadium Project Budget, the Authority shall not be responsible for any pipeline relocation costs outside of the Stadium Project Budget.

2.4 Utilities.

2.4.1 To the extent permitted by Applicable Law, County agrees to assist in facilitating the availability of utilities to the Site and the relocation of any existing utility easements affecting the Site to permit the Stadium Project and Private Stadium Parking Areas to be developed in accordance with the Approved Entitlements. All costs of any such relocations shall be included in the Stadium Project Budget. If and to the extent that any utilities required for the development of the Stadium Project and Private Stadium Parking Areas are now or hereafter provided by County (e.g. water, sewer and reclaimed water), and subject to Applicable Law and applicable governmental regulations and orders, County agrees to make reasonable efforts to ensure that adequate quantities of such utilities are available to service the Stadium Project and Private Stadium Parking Areas when completed. County Parties will cooperate with BCC (at the Braves Parties' sole cost and expense) to assist BCC in obtaining the approval of third party property owners and utility providers to the relocation of easements that affect the Site and which benefit such parties.

2.4.2 The Braves Parties and the County Parties shall initiate such applications and procedures as are legally required in order to procure for the Site, as soon as is reasonable, all required development of regional impact, zoning, rezoning, Permits, road approvals, utility approvals, landscape approvals and other required entitlements (collectively the "**Entitlement Documents**") in order to allow the Braves Parties to develop, design, and construct the Stadium Project, Private Stadium Parking Areas, and the Mixed-Use Project, subject to specific site plans that may be approved by the County Parties from time to time in accordance with the final

Entitlement Documents as may be approved by the County Parties (collectively, the "**Approved Entitlements**"). Consistent with current practices, the County will take such actions as are reasonably necessary and required pursuant to the County Code and applicable development standards to assist in the development of the Site by the Braves Parties in accordance with the Approved Entitlements and the Entitlement Documents.

2.4.3 Subject to zoning approval, the Entitlement Documents will permit a mix of land uses within each development parcel and the Improvements constructed thereon (e.g. hotel, retail, office, commercial, residential, indoor/outdoor theater and entertainment uses may all be accommodated in one building or on one Development Parcel, as same may be further subdivided).

2.5 Permits, Impact Fees and Connection Fees. The Braves Parties shall pay any and all Permit, development impact or connection fees (collectively, "**Impact Fees**") assessed or imposed by the County in connection with the demolition, construction and operation of any Improvements on or to be located on the Development Parcels; provided that such Impact Fees shall be no greater than Impact Fees charged for other similar land uses in other portions of County.

2.6 Subdivision of Site. The County agrees to provide reasonable cooperation and assistance to the Braves Parties regarding the subdivision of the Site in accordance with the Approved Entitlements and the subdivision plat required to convey the Stadium Site to the Authority.

2.7 Signage.

2.7.1 Signage on County Parcels. The County, subject to Applicable Law, agrees to provide the Braves Parties with reasonable cooperation to ensure that any County-owned or County-controlled real property within the Site, adjacent to the Site, or within a one (1) mile radius from the boundary of any portion of the Site (such property, collectively, the "**County Parcels**"): (i) will not be sold, leased or licensed to any party or parties who are directly competitive with the Braves Parties or any advertiser, sponsor, rights holder, marketing partner or promotional partner of the Braves Parties; and (ii) will not impair the use of the Stadium in any way including, without limitation, the play of baseball games at the Stadium. In either instance, the County may include appropriate restrictive covenants in any lease or license of any such County Parcel regarding such restrictions. The County expressly reserves the right to use the County Parcels for County purposes or events.

2.7.2 Off-Site Directional Signage. Prior to the Completion Date and in order to facilitate safe and orderly access to the Stadium, the County shall coordinate the design, manufacture and installation of off-site directional signage for the Stadium, Stadium Site and Authority Parking Areas with the number, location, design and content comparable to signage installed by the County for other large entertainment venues. The County shall maintain, update and pay all costs for such signage only to the extent it pays for similar signage for other large entertainment venues, except that the County shall have no obligation to pay any costs associated with a change of the Stadium Name following the Completion Date.

2.7.3 Exemption. The County acknowledges that the Stadium Site and the Authority Parking Areas are facilities owned by a government agency or board of authority and are accordingly exempt from the County zoning requirements.

2.8 Prohibition of Peddling on County Parcels. The County agrees to prohibit at all times, in accordance with Applicable Law, any sales on County owned or controlled properties within a one (1) mile radius of the Site by a peddler or itinerant vendor other than any Person expressly authorized by the County, which authorization shall include appropriate restrictive covenants agreeable to the Parties in any lease or license of any such property regarding such restrictions.

2.9 Other Governmental Assistance.

2.9.1 To the extent permitted by Applicable Law, the County shall accept and process all proper and complete applications for rezoning, consents, approvals and Permits necessary to allow for the following: (i) the timely amendment to existing zoning ordinances or the rezoning of all or a portion of the Development Parcels as requested by the Braves Parties, (ii) the timely permitting consistent with existing practice, and (iii) the construction of the Stadium Project and Private Stadium Parking Areas in accordance with the County Code and Development Standards to allow for the undelayed completion of the Stadium Project and Private Stadium Parking Areas, and shall assist the Braves Parties with other local, state and federal governmental entities in seeking to cause the Stadium Project and Private Stadium Parking Areas to receive the maximum available assistance of such governmental entities to support the key public benefits of the Stadium Project and Private Stadium Parking Areas, including, without limitation, transportation Improvements for pedestrian, bicycle, vehicular, and transportation methods of access to and from the Site, and employment and economic development.

2.9.2 The County agrees to process and act upon all Permit applications associated with the Stadium Project and Private Stadium Parking Areas in a timely manner consistent with its practice and Applicable Law.

2.9.3 The County will use its reasonable efforts to assist the Braves Parties in any dealings with the Federal Aviation Administration regarding Dobbins Air Reserve Base and Cobb County Airport – McCollum Field, including, without limitation, obtaining clearance letters as may be warranted or required.

2.9.4 The County agrees to grant to one or more of the Braves Parties any necessary rights-of-entry and egress onto, into, through and across County-owned property (subject to any rights of any tenants thereto) as may be reasonably necessary for the development of the Stadium Project and Private Stadium Parking Areas.

2.9.5 The County shall construct and shall maintain or cause to be maintained all necessary traffic controls and streetscape, lighting and landscaping on County owned or County-controlled property within the Site or adjacent thereto, in order to ensure ongoing safe and efficient pedestrian and vehicular access to the Site, which Improvements shall be subject to Article 7 of this Agreement.

2.9.6 The County shall assist in determining which entity shall be responsible for issuing the various Permits and approvals required to be obtained by the Braves Parties and their successors, to develop, improve and operate the Stadium Project and Private Stadium Parking Areas with the goal of eliminating duplication of permitting requirements to the extent permitted by Applicable Law.

2.9.7 No moratorium, ordinance, resolution or other land use regulation or limitation adopted by the County which would affect the rate, timing or sequencing of the development of the Stadium Project or Private Stadium Parking Areas respectively, shall apply to or govern the development of the Site unless such County action is generally applied to other comparable mixed-use projects located or to be located within the County.

2.9.8 In light of the consideration herein, the Braves Parties agree not to seek or consent to annexation into another governmental jurisdiction for the duration of this Agreement or the other Definitive Documents.

2.9.9 The County hereby confirms that, to the best of its knowledge following due inquiry, there are no current violations of the County's current "Policy on Procurement and Contract Management" pursuant to the County Code relating to the Stadium Project and Private Stadium Parking Areas. The County shall provide timely communication to ensure that the Contract Documents fully comply with said procurement policy and other relevant policies.

2.9.10 The Braves Parties agree to have an engineer or code consultant prepare all Fire Marshall's plans required in connection with the Stadium Project and Private Stadium Parking Areas for approval by the Fire Marshall.

2.10 Retail and Entertainment District. The Braves Parties intend to cause the development and construction of the Retail and Entertainment District simultaneously with the development and construction of the Stadium. As of the date of this Agreement, the Braves Parties have expended in excess of $31,000,000 on the acquisition of land and on preliminary planning solely for the Retail and Entertainment District. On May 1, 2014 BRED filed a zoning application for the proposed Retail and Entertainment District with the Cobb County Community Development Agency. BRED's zoning application reflected a proposed development of approximately 500,000 square feet of retail/entertainment, 100,000 square feet of multi-use facility, 630,000 square feet of office space, one (1) or more hotels with up to a combined total of 450 keys/occupant rooms and 600 residential units. The Braves Parties will use commercially reasonable efforts to cause the development and construction of the Retail and Entertainment District to occur.

ARTICLE 3
STADIUM PROJECT REPRESENTATIVES

3.1 ANLBC Representative. The Braves Parties have designated the ANLBC Representative as their agent and representative authorized to act on behalf of the Braves Parties with respect to the Stadium Project as it pertains to matters between the Braves Parties and the County Parties. The Braves Parties reserve the right to change their representative, and the Braves Parties shall notify each of the County Parties in writing prior to such change. The

ANLBC Representative shall be the Braves Parties' exclusive representative to the Parties insofar as this Agreement is concerned. All instructions from the Braves Parties to the County Parties relating to this Agreement shall be issued or made in writing through the ANLBC Representative. All communications and submittals from the County Parties to the Braves Parties with respect to matters covered by this Agreement shall be issued or made through the ANLBC Representative, unless the Braves Parties or the ANLBC Representative shall otherwise direct in writing.

3.2 County Representative. The County shall designate and maintain at all times hereunder the County Representative, which County Representative shall serve as the County's representative under this Agreement with respect to the Stadium Project as it pertains to matters between the Braves Parties and the County Parties, except where otherwise provided herein, where County Board Approval is denoted or reserved herein, where otherwise required by County Board Action after the date hereof, or where otherwise required by Applicable Law. The County shall notify the Braves Parties in writing as to the County Representative initially designated. The County reserves the right to change its representative, and the County shall notify the Braves Parties in writing of each such change. All instructions from the County Parties relating to this Agreement shall be issued or made in writing through the County Representative unless the County or the County Representative shall otherwise direct in writing. All communications and submittals from the Parties to the County with respect to matters covered by this Agreement shall be issued or made through the County Representative, unless the County or the County Representative shall otherwise direct in writing, provided, however, that all communications and submittals to the County shall be sent in accordance with Section 12.3 hereof and copies of all communications and submittals to the County shall be sent to each County official set forth in Section 12.3 hereof.

ARTICLE 4
STADIUM DESIGN

4.1 Architect Selection and Responsibility. The County Parties hereby approve the Architect for the Stadium Project. BCC has entered into the Architect Agreement with the Architect for the Stadium Project, and the County Parties have each been named as third party beneficiaries in the Architect Agreement. BCC shall not look to the County Parties for payment of the Architect's fees, insurance, and such fees and costs shall constitute a portion of the ANLBC Contribution to the Stadium Project Budget. The Braves Parties shall be responsible to enforce all obligations of the Architect under the terms of the Architect Agreement for and on behalf of the County Parties. The Braves Parties shall review the Stadium Construction Management Agreement and shall ensure that it is coordinated with the Architect Agreement.

4.2 Review and Approval of Stadium Program Documents and Stadium Construction Documents.

4.2.1 Stadium Program Documents. The Parties hereby approve of the Stadium Program Documents prepared by the Architect or any other party on behalf of the Braves Parties listed hereto on **Schedule 1.2**. The Stadium Program Documents establish the baseline programmatic and qualitative design standards from which, and consistent with which, BCC, in consultation with ANLBC and the County, shall cause the Architect to prepare the Stadium

Design Documents. BCC, in consultation with ANLBC and the County, shall further cause the Architect to prepare the Stadium Design Documents such that the Stadium is designed to be a Competitive MLB Facility.

4.2.2 Stadium Design Documents.

(a) BCC shall provide reasonable notice to the County Project Manager of design meetings between BCC and the Architect for the Stadium and Authority Parking Areas, and the County Project Manager and County Representative may attend all such meetings.

(b) ANLBC, acting through BCC, shall cause the Architect to prepare the Stadium Design Documents in accordance with the Stadium Program Documents, and submit the same to ANLBC, BCC and the County Project Manager within the time frames, and at such stages of the design, as set forth in the Project Milestone Schedule. The County Project Manager and County Representative shall have the right to review and comment on the Material Design Elements of the Stadium Design Documents on behalf of the County Parties; provided, however, in no event shall any such review or comment relieve any Braves Party from any obligation under the Definitive Documents.

(c) ANLBC, acting through BCC, shall have final approval rights with respect to the Stadium Design Documents, except for the County's right to exercise non-delegable governmental functions of the County as required by Applicable Law; provided, however, notwithstanding the foregoing, the Material Design Elements of the Stadium Construction Documents shall be acceptable to both parties, and such approval will not be unreasonably withheld, conditioned or delayed.

(d) ANLBC, acting through BCC, shall cause the Architect to prepare Stadium Construction Documents in accordance with the Stadium Program Documents and Stadium Design Documents and submit the same to ANLBC, BCC and the County Project Manager within the time frame set forth in the Project Milestone Schedule. The County Project Manager shall timely review and be afforded an opportunity to comment on the Stadium Construction Documents on behalf of the County. The ANLBC Representative and the County Project Manager shall promptly meet and confer regarding the County Project Manager's comments in connection with the Stadium Construction Documents.

(e) Notwithstanding anything to the contrary in this Agreement, any review, comment, acceptance or approval by ANLBC, BCC, or the County Project Manager shall not be construed to relieve the Architect of the responsibility for the adequacy, fitness, completeness, suitability, and correctness of any of the Stadium Design Documents or Stadium Construction Documents, nor shall it be construed to relieve the Architect from ensuring that such documents comply with all Applicable Law.

ARTICLE 5
CONSTRUCTION

5.1 CA Appointment. The County Parties authorize and consent to the appointment of BCC as the Construction Administrator in connection with all aspects of managing the

construction and development of the Stadium Project. The Braves Parties shall, or shall cause BCC to, manage, administer, supervise, and coordinate the planning, design and construction of the Stadium Project in accordance with the Definitive Documents.

5.2 Construction Administrator and Program Manager Duties and Responsibilities. The respective duties and responsibilities of BCC as Construction Administrator, and of the Program Manager, are each as more particularly set forth in the CA Agreement. BCC, as Construction Administrator pursuant to the CA Agreement, will not perform actual construction of the Work or otherwise provide construction labor or building materials for the Stadium Project.

5.3 Selection of CM at Risk. The County issued an RFP for selection of the CM at Risk. Having concluded the selection process in accordance with the County's Procurement Process, the Parties shall select the CM at Risk to perform the Work pursuant to the RFP. The form of the Stadium Construction Management Agreement is attached as an exhibit to the RFP. The County acknowledges and agrees that ANLBC has the right to approve the form of Stadium Construction Management Agreement and the CM at Risk, such approval not to be unreasonably withheld, conditioned or delayed.

5.4 Establishment of a GMP. As further set forth in the CA Agreement, BCC shall cause the Architect to prepare and submit to BCC, ANLBC, and the County, Stadium Design Documents that will enable the CM at Risk to prepare and submit a proposed, Final GMP pursuant to the Stadium Construction Management Agreement. The County Board agrees to promptly execute the GMP Amendment to the Stadium Construction Management Agreement in accordance with the Stadium Project Budget.

5.5 Lists of Contractors and Subcontractors. Upon request of the County, the Braves Parties shall promptly furnish to the County correct lists of all contractors and subcontractors employed in connection with the performance of the Work, and true and correct copies of all executed contracts, subcontracts and purchase orders therefor.

5.6 Permits. Except to the extent that the Braves Parties are unable to do so due to the County's or the Authority's failure to perform its obligations under this Agreement, the CM at Risk shall be required to comply with and keep in effect all Permits and other approvals obtained from any Governmental Authorities, regardless of the procurer of such Permits, that relate to performance of the Work and completion of the Stadium Project.

5.7 Insurance.

5.7.1 Insurance. The Parties shall obtain insurance as required by the CA Agreement or as may be mutually agreed by the Parties, with the cost of such insurance for the Parties to be included within the Stadium Project Budget. The County and the Authority acknowledge that the Braves Parties reserve the right to utilize an "owner or contractor controlled" insurance program. Any such "owner or contractor controlled" insurance program shall, at a minimum, include general liability insurance. The program may cover, at a minimum, the Parties, the Construction Administrator, enrolled contractors, trade contractors, and subcontractors of every tier, and enrolled consultants (as approved by the Braves Parties)

involved in the Stadium Project. The Braves Parties shall also place and maintain an owner protective professional indemnity policy and a pollution liability policy as agreed among the Parties. The Braves Parties shall also place and maintain builder's risk insurance for the Stadium as further defined in Section 5.7.3. The limits of liability for the various insurance coverages and other details of the owner or contractor controlled insurance program are described in the General Conditions of the Contract for Construction attached to the CA Agreement, a copy of which each Party has reviewed and approved.

5.7.2 Delay in Completion Date. The Parties acknowledge that, under various circumstances, the Braves Parties may be entitled to payments as compensation for construction delays or payments to cover certain costs of acceleration pursuant to the builder's risk policy or the "owner or contractor controlled" insurance program if such is implemented by the Braves Parties with respect to the Stadium Project or pursuant to other insurance policies that may be maintained by the Braves Parties to cover the costs of delays in construction or construction acceleration costs. The County Parties agree that completion of the Stadium and the Authority Parking Areas on time is of great importance to the Braves Parties and that the Braves Parties will suffer substantial damages in the event the Stadium and the Authority Parking are not completed on time. As such, the Parties agree that the Stadium Construction Management Agreement with the CM at Risk shall contain a provision that if the Stadium and the Authority Parking Areas are not completed on or before March 1, 2017, the CM at Risk agrees to compensate the Braves Parties through late delivery liquidated damages in an amount acceptable to the Braves Parties and to be set forth in the Stadium Construction Management Agreement for each home game for which the Stadium is not available for the Team to play its home games, and to compensate other Parties through other liquidated damages as deemed appropriate by the Parties and set forth in the Stadium Construction Management Agreement.

5.7.3 Risks of Damage or Destruction Prior to Completion. The Parties acknowledge that the Braves Parties shall obtain, as a part of the Stadium Project Budget, a builder's risk policy for the Stadium Project, which provides coverage for direct physical loss or damage resulting from an insured peril at the Stadium Project or to personal property that is at the Stadium, in storage or in transit. The maximum deductible under such builder's risk policy shall be $250,000. Payment of any deductible resulting from an insured peril under the insurance shall be a Stadium Cost. This coverage may include sublimits for delay in completion (including gross earnings and soft costs) and for other perils such as terrorism, wind, flood, and earthquake, if covered by such policy. The policy shall be an "all risk" or "special form" policy. The Braves Parties, the County, the CM at Risk and the Authority shall cooperate with each other and jointly adjust and settle any loss insured under the builder's risk insurance. The proceeds of any recovery under such builder's risk policy shall be paid to BCC for the benefit of the insured parties under such builder's risk policy, as their respective interests may appear. BCC shall apply the proceeds of any recovery under such builder's risk policy of property insurance for physical loss or damage (but excluding recovery of soft costs as described in Section 5.2(a)(i)(ii) of the CA Agreement) toward restoration of the damage giving rise to such proceeds and shall, to the extent received by BCC, pay all other proceeds to the insured party entitled to such proceeds. The Braves Parties shall not be liable or otherwise financially responsible for any loss or damage caused by the County Parties that is not covered by the builder's risk insurance. The County Parties shall not be liable or otherwise financially

responsible for any loss or damage caused by the Braves Parties that is not covered by the builder's risk insurance.

ARTICLE 6
FINANCING AND FUNDING OF THE PROJECT

6.1 Funding Plan.

6.1.1 The following provisions shall apply with respect to the funding of the Stadium Project:

(a) A portion of the Stadium Project shall be funded by the proceeds of the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Bonds (Cobb County Coliseum Project), Series 2014 (as more fully defined in the Trust Indenture, the "**Bonds**") to be deposited into the Bond Proceeds Account in the amount of Three Hundred Sixty Eight Million Dollars ($368,000,000) on the Funding Date, together with investment earnings on such Bond proceeds.

(b) A portion of the Stadium Project shall be funded by the CID Contribution, to be paid by the CID to the Bond Trustee in four (4) equal annual installments, with the first such installment to be paid to the Bond Trustee on the Funding Date and the annual installments payable thereafter on or before December 31, 2014 provided that the Funding Date has occurred, December 31, 2015, December 31, 2016, and December 31, 2017, each such installment to be deposited by the Bond Trustee into the CID Contribution Account, together with investment earnings thereon.

(c) Following the expenditure of all County Bond proceeds deposited into the Bond Proceeds Account, together with the investment earnings thereon, all CID Contribution Funds deposited into the CID Contribution Account, together with investment earnings thereon, 100% of each Construction Fund Requisition and all remaining costs of the Stadium Project shall be paid by ANLBC Contribution Funds, except where such costs arise out of negligent actions or omissions of the Authority or the County, or any change order requested by the County.

(d) The balance of the Stadium Project (other than amounts to be funded pursuant to subparagraph (e) below) shall be funded by the ANLBC Contribution to be contributed by ANLBC and paid to the Bond Trustee for deposit into the ANLBC Contribution Account in the amounts and at the times required in order to fully fund that portion of any Construction Fund Requisition identified in such Construction Fund Requisition as the amount to be funded by the ANLBC Contribution (the "**ANLBC Contribution Portion**"), as further provided in Section 6.1.4; as provided in the Trust Indenture, the ANLBC Contribution Account, any money held therein from time to time and any investment earnings thereon shall not constitute a part of the Trust Estate securing the Bonds. Notwithstanding the above, the timing and order of ANLBC Contribution advanced will not determine the ultimate application of contributions to particular asset classes.

(e) In addition, the County will contribute certain transportation improvements benefitting the Stadium Project to be funded by the Transportation Improvement Contribution.

The Parties have elected to pursue issuance of the Bonds as the most appropriate financing method; provided, however, that nothing herein shall preclude the Parties from pursuing other financing or funding options as necessary or appropriate, as authorized by Applicable Law.

6.1.2 The Bond Trustee shall not fund a Construction Fund Requisition that contemplates a portion thereof being paid with ANLBC Contribution funds until it has received such funds in the amount required by such Construction Fund Requisition.

6.1.3 Pursuant to the Assurance Agreement, ANLBC shall guarantee that the ANLBC Contribution funds will be paid to the Bond Trustee in such amounts and at such times required in order to timely and fully fund the ANLBC Contribution Portion contemplated for any Construction Fund Requisition in accordance with the Trust Indenture.

6.1.4 Pursuant to the CA Agreement and the Stadium Construction Management Agreement, the CM at Risk shall prepare all Applications for Payment, and the Construction Administrator and the Program Manager shall review and approve all Applications for Payment. Pursuant to the CA Agreement, the Construction Administrator shall provide copies of all Applications for Payment to the County Project Manager for review and approval, and shall assemble all Applications for Payment, and upon the County Project Manager's approval thereof, coordinate the inclusion thereof into each Construction Fund Requisition.

6.1.5 Pursuant to the Trust Indenture, each Construction Fund Requisition shall be in substantially the form attached as an exhibit to the Trust Indenture, shall be prepared and submitted by the Construction Administrator in accordance with the CA Agreement, and shall be approved and signed by the Construction Administrator, the County Representative, and ANLBC. Specifically and without limitation, the Construction Administrator, following review and consultation with the County Project Manager, shall determine and identify in each Construction Fund Requisition (i) the amount of any portion thereof to be paid by funds in the CID Contribution Account within the Construction Fund, and (ii) the amount of any portion thereof to be paid by Bond proceeds in the Bond Proceeds Account within the Construction Fund, and (iii) any remaining balance, which shall constitute the ANLBC Contribution Portion and be funded by ANLBC Contribution funds paid to the Bond Trustee for deposit into the ANLBC Contribution Account. Each Construction Fund Requisition shall include itemized schedules attached thereto itemizing and identifying the Stadium Costs to be paid by CID Contribution funds, by Bond proceeds, and by ANLBC Contribution funds respectively, all in accordance with the CA Agreement. Funds in the amount of the ANLBC Contribution Portion, if any, of such Construction Fund Requisition shall be paid to the Bond Trustee by ANLBC in immediately available federal funds no later than three (3) Business Days after the Bond Trustee's receipt of such Construction Fund Requisition.

6.1.6 Pursuant to the Trust Indenture, Construction Fund Requisitions may be presented to the Bond Trustee for payment no more frequently than monthly (unless otherwise

agreed to by the Parties in writing) and shall be paid by the Bond Trustee within three (3) Business Days of the Bond Trustee's receipt thereof.

6.2 Audit Rights. Each Party shall have the right to audit the Stadium Project Accounts and all expenditures paid therefrom, upon reasonable notice, at its own expense and under commercially reasonable arrangements approved by the Bond Trustee, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties and the Bond Trustee shall reasonably cooperate with the assigned auditors (internal or external) in connection with each such audit, including by providing access to such auditors to all relevant records in each of their possession and control under the aforesaid commercially reasonable arrangements approved by the Bond Trustee. The Party conducting the audit shall provide a complete copy of the audit report to all other Parties and the Bond Trustee promptly following receipt of such report. For the avoidance of doubt, the Party conducting the audit shall bear the costs incurred by it and any costs incurred by the Bond Trustee in connection with such audit rights, which costs shall not be deemed to be Stadium Costs. Notwithstanding the foregoing, the County and ANLBC may agree to jointly retain an external, independent auditor, in which event the cost of the joint auditor shall be deemed to be a Stadium Cost.

6.3 Construction Fund. The Stadium Project Accounts comprising the Construction Fund will each be established and maintained by the Bond Trustee in accordance with the Trust Indenture. Pursuant to the Trust Indenture, funds in each such Account shall be invested in accordance the Trust Indenture, and investment earnings shall be retained in the respective Account and shall be expended therefrom in accordance with the Trust Indenture. Pursuant to the Trust Indenture, the ANLBC Contribution Account, any money held therein from time to time and any investment earnings thereon shall not constitute a part of the Trust Estate securing the Bonds.

6.4 Stadium Project Advanced Funds. The Parties acknowledge that the Braves Parties have already expended, and may in the future expend, Stadium Project Advanced Funds. The Braves Parties shall receive reimbursement on the Funding Date of the Stadium Project Advanced Funds contained in a Construction Fund Requisition prepared in accordance with the CA Agreement and submitted to the Bond Trustee in accordance with the Trust Indenture. Following the Funding Date, invoices shall be paid by a Construction Fund Requisition prepared in accordance with the CA Agreement and submitted to the Bond Trustee in accordance with the Trust Indenture. Any invoices paid directly by the Braves Parties for items contained in the Stadium Project Budget but not submitted for reimbursement shall be deemed a part of the ANLBC Contribution.

6.5 Cost Overruns. The Braves Parties shall be responsible for payment of any Cost Overrun, which payment shall be made upon demand by the County or at such earlier time as may be necessary to ensure the payment or performance, as the case may be, of the subject task or expense itemized in the Stadium Project Budget within the applicable, timeframe contained in the Stadium Construction Documents, including the Project Milestone Schedule. So long as the Braves Parties are diligently proceeding to complete the Stadium in accordance with the Contract Documents (including the Project Milestone Schedule), the County shall not incur costs for which the County shall not be liable or to obligate the Braves Parties to incur costs without the prior written approval of the Braves Parties.

6.6 Cost Savings. If the actual Stadium Costs are less than the Stadium Project Budget, Cost Savings may be used for other mutually agreed upon Improvements to the Stadium or to acquire and install mutually agreed upon furniture, fixtures and equipment or advanced electronic equipment or technological services at or in connection with the Stadium, or in the absence of such mutual agreement shall be transferred to the Capital Maintenance Fund as described in the Stadium Operating Agreement.

6.7 Sales Tax Exemption. The County and the Authority shall cooperate with the Braves Parties to utilize any sales tax exemptions for materials and equipment available pursuant to Applicable Law. The County or the Authority (as applicable) shall execute and deliver all documents and certificates as necessary to assure that the Stadium Project is eligible to take full advantage of any available sales tax exemptions for materials and equipment.

6.8 Ownership of Stadium Project, Stadium Operating Agreement and Public Infrastructure.

6.8.1 Ownership of Stadium Project.

(a) The Braves Parties acknowledge and agree that the Stadium Site together with all real property constructed, installed and placed on the site, including the Stadium, the Authority Parking Areas, the Public Infrastructure, and all items permanently affixed thereto (collectively, the "**Authority Stadium Property**"), and all right, title and interest thereto and therein, shall be the property of and owned by the Authority, subject, however, to a license to use the Authority Stadium Property as is conferred to the Braves Parties pursuant to the Stadium Operating Agreement. In furtherance thereof, the Braves Parties will execute and deliver to the Authority a bill of sale for the Authority Stadium Property in form and substance reasonably acceptable to the Parties, subject to the Braves Parties' rights in the Authority Stadium Property pursuant to the Stadium Operating Agreement and other Definitive Documents. The Authority agrees that the Braves Parties shall retain all tax benefits with respect to the Authority Stadium Property as set forth at Section 6.8.4 below.

(b) The Authority hereby agrees that it will not create or enter into any liens, operating agreements, management contracts, use agreements, leases, liens, deeds to secure debt or security deeds relating to the Stadium or the Stadium Site without the prior written approval of the County and the Braves Parties.

6.8.2 ANLBC Stadium Property. The Parties acknowledge and agree that (i) portions of the ANLBC Contribution and payments under the Stadium Construction Management Agreement shall be used to construct or provide (or cause to be constructed or provided) certain specific Improvements, fixtures, furnishings, equipment, other Code Section 1245 personal property to be placed in or upon the Stadium and related property, and other tangible property (collectively, the "**ANLBC Stadium Property**"), and (ii) the Braves Parties shall retain the sole legal and beneficial ownership of the ANLBC Stadium Property to the extent that the capital cost of such ANLBC Stadium Property shall not include the costs of Public Infrastructure. The Braves Parties will have the right to remove the ANLBC Stadium Property which is legally and beneficially owned by any of the Braves Parties at its or their discretion, subject to the Braves Parties' responsibility to pay for the reasonable costs of removal and

restoration of all areas affected by such removal to a safe and reasonably reusable condition. If the removal of a specific item of the ANLBC Stadium Property will result in the Stadium (or any material component thereof) not being susceptible to use in its normal and customary manner as a multi-use sports facility, then the Braves Parties shall have no right to remove that item of ANLBC Stadium Property.

6.8.3 ANLBC Stadium Property Schedule. For purposes of identifying the ANLBC Stadium Property and the ANLBC's Beneficial Rights (as defined below) therein, a schedule identifying the items constituting the ANLBC Stadium Property and allocating the Braves Parties' investment among the items forming the ANLBC Stadium Property as the Braves Parties shall elect (the "**ANLBC Stadium Property Schedule**") is set forth on **Exhibit G** hereto. Following the Completion Date, the Braves Parties shall deliver to the County Parties an updated, revised and final ANLBC Stadium Property Schedule, which shall be reviewed by ANLBC's accounting, appraisal or valuation firm pursuant to Section 6.8.4 below. The ANLBC Stadium Property Schedule shall be final and binding on the Parties absent manifest error. If either of the County Parties deliver to the Braves Parties a written objection and the basis thereof to the ANLBC Stadium Property Schedule within ten (10) Business Days of receipt by the Authority, then the Parties shall negotiate in good faith to finalize a mutually acceptable ANLBC Stadium Property Schedule.

6.8.4 ANLBC Depreciable Interest in ANLBC Stadium Property and Improvements. The Parties acknowledge and agree that, notwithstanding the Authority's legal ownership of the Authority Stadium Property, (i) the Braves Parties shall have the sole beneficial and depreciable interest in all of the ANLBC Stadium Property for income tax purposes, whether temporary or permanent and (ii) for all income tax purposes, neither the Authority nor any other Person shall have the right to take depreciation deductions with respect to the ANLBC Stadium Property or claim any other right to tax benefits arising from the ANLBC Stadium Property, such depreciation deductions and any other tax credits, deductions, and benefits (collectively, "**ANLBC Beneficial Rights**") being exclusively reserved to the Braves Parties unless assigned by any of the Braves Parties, in whole or in part, to one or more third Persons (including, without limitation, to Affiliates). In addition, while the Braves Parties shall have no legal or beneficial ownership in and to any of the Authority Stadium Property, the Braves Parties shall have (1) a license to use the Authority Stadium Property as created by and arising from the Stadium Operating Agreement and (2) a depreciable interest for tax purposes in, though no legal ownership of, all Improvements to the Authority Stadium Property paid for or otherwise funded by the Braves Parties. Neither the Braves Parties' ownership of, nor the ANLBC Beneficial Rights in, the ANLBC Stadium Property shall in any way affect, limit, modify or change in any way the rights, obligations and responsibilities of the Parties, as more particularly set forth in this Agreement. For purposes of identifying the items subject to ANLBC Beneficial Rights, following the Completion Date, the Braves Parties shall cause a nationally recognized accounting, appraisal or valuation firm to prepare a schedule determining ANLBC's Beneficial Rights with respect to the ANLBC Stadium Property, and the Improvements to the Stadium paid for or otherwise funded by the Braves Parties and shall deliver a copy of such schedule to the County Parties.

6.9 Braves Parties Use of Related Entities. The County Parties hereby acknowledge, agree, and approve that (i) any of the obligations of any of the Braves Parties

under this Agreement may be performed by any of the Braves Parties, a related entity of any of the Braves Parties, or a third party with common beneficial or equity ownership with any of the Braves Parties (including trusts or other entities established for the benefit of one or more members of the Braves Parties' ownership) and (ii) the Braves Parties, a related entity of the Braves Parties or a third party with common beneficial or equity ownership with the Braves Parties (including trusts or other entities established for the benefit of one or more members of the Braves Parties' ownership) may receive revenues to which the Braves Parties are entitled under this Agreement; provided, however, the Braves Parties shall remain jointly and severally liable to the County Parties for the failure of any such assignee to perform any duty, comply with any obligation or contractual requirement under this Agreement, or pay any liability that is assigned to a related entity of the Braves Parties or a third party as described above.

6.10 Stadium Project Budget. The Parties hereby approve the Stadium Project Budget. Except for the ANLBC Discretionary Amount, any other increase or decrease in the Stadium Project Budget shall require the prior written consent of the Parties.

ARTICLE 7
TRANSPORTATION AND INFRASTRUCTURE AGREEMENT

7.1 Transportation Improvements and Safety Plan.

7.1.1 As contemplated in the MOU, the Braves Parties and the County will work in good faith with each other to facilitate the planning and implementation of Improvements and connections to existing and future public transportation to improve, to the fullest extent possible, convenient and safe access to and from the Stadium Site and the Retail and Entertainment District. Each Party to this Agreement will also use their respective best efforts in pursuing sources of federal and state funding to assist in planning, creating and maintaining such Improvements and connections; provided, however that neither the Braves Parties nor County will have any funding obligations in connection therewith. The County shall seek to cause to be completed, in a timely manner, the projects described in the Transportation and Infrastructure Plan attached hereto as **Exhibit H** and/or such other projects as the Parties may agree upon from time to time subject to funding availability. The County shall provide the Braves Parties with monthly status updates regarding the projects described in the Transportation and Infrastructure Plan. The County understands and acknowledges that the pedestrian/transit bridge and passenger circulator described in the Transportation and Infrastructure Plan are desirable to maximize the operational efficiency of the Stadium and ensure safe access to and from the Stadium and shall provide the Braves Parties with a reasonable opportunity to review and provide comments regarding any plans in connection with their construction or implementation. The proposed pedestrian/transit bridge and passenger circulator would serve multiple locations and destinations in the area and would properly be a County-controlled and governed facility and operation.

7.1.2 The County shall use its best efforts, to the extent budgeted and permitted by Applicable Law and in accordance with all applicable requirements, to modify and move any existing roadways, as may be necessary to accommodate access to the Stadium Site and the Authority Parking. Any such changes shall be considered to be a portion of the Transportation

Improvement Contribution. No portion of the County Contribution shall be utilized for any private roadways to be located on any portion of the Site.

7.1.3 The Parties agree to provide a safety plan to manage and coordinate ingress and egress into, from and around the Stadium Site and the Authority Parking Areas for all Stadium Events.

7.2 Public Infrastructure Work. The Public Infrastructure Work required for the Stadium Site shall include, without limitation storm water management, water, gas and electric lines and roads located on the Site.

7.3 Work to be Funded with CID Contribution. The CID Intergovernmental Agreement shall provide Improvements to be funded by the CID Contribution.

7.4 Levies and Assessments. The County agrees that the Site will not be subjected to levies or assessments for off-site transportation or other Improvements unless the burden of any such levies or assessments falls equitably on lands other than the Site within the County.

7.5 Offsite Improvements. If any of the Braves Parties is ever required by County to construct transportation Improvements or other facilities on lands not owned by the Braves Parties, then County shall provide or cause to be provided, as a condition precedent to the performance of such obligations, the real property rights and interests necessary for the construction of such Improvements or facilities.

7.6 Stadium Event Clean Up. The costs associated with clean up and trash collection related to events at the Stadium Site shall be allocated as provided for in the Stadium Operating Agreement.

ARTICLE 8
REPRESENTATIONS

8.1 Representations by the Braves Parties. As of the date hereof, each of the Braves Parties make the following representations to the County Parties:

8.1.1 Each Braves Party is duly organized in its state of formation or incorporation, is validly existing under the Laws of its state of formation, is authorized to conduct business in the State of Georgia, and has the power and authority to enter into and perform this Agreement.

8.1.2 This Agreement has been duly authorized, executed and delivered by the Braves Parties and constitutes the legal, valid and binding obligation of each of the Braves Parties enforceable in accordance with its terms.

8.1.3 Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, the organizational documents of any of the Braves Parties, any judgment, decree, order, contract or agreement by which any of the Braves Parties may be bound, or any Legal Requirement applicable to any of the Braves Parties.

8.1.4 Except for the Braves Parties' engagement of an insurance broker as well as Jones Lang LaSalle in connection with the assemblage and acquisition of the Development Parcels, the Braves Parties have not enlisted the services of a broker or other commissionable agent, or taken any actions which could give rise to a commission, in connection with the transactions contemplated by this Agreement, that will not be paid for in full at or in connection with the closing of the acquisition of the Development Parcels by the Braves Parties.

8.1.5 None of the Braves Parties have received any written notice with respect to any Braves Default or fact or circumstance which, with the giving of notice, the passage of time beyond any applicable cure period, or both, could become a Braves Default.

8.1.6 No representation or warranty of the Braves Parties in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

8.1.7 There is no known pending action, proceeding or investigation pending which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

8.2 Representations by County. As of the date of this Agreement, the County Parties make the following representations to the Braves Parties:

8.2.1 The County has the power and authority to enter into and perform this Agreement.

8.2.2 This Agreement has been duly authorized, executed and delivered by County and constitutes the legal, valid and binding obligation of the County enforceable in accordance with its terms.

8.2.3 Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which County is bound or any Legal Requirement applicable to County.

8.2.4 There is no known pending action, proceeding or investigation which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

8.2.5 Except for an insurance broker, the County has not enlisted the services of a broker or other commissionable agent, or taken any actions which could give rise to a commission, in connection with the transactions contemplated by this Agreement.

8.2.6 No representation or warranty of the County in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

8.3 Representations by Authority. As of the date of this Agreement, the Authority makes the following representations to the Braves Parties:

8.3.1 The Authority has the power and authority to enter into and perform this Agreement.

8.3.2 This Agreement has been duly authorized, executed and delivered by Authority and constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

8.3.3 Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the Authority is bound or any Legal Requirement applicable to the Authority.

8.3.4 There is no known pending proceeding or investigation which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

8.3.5 The Authority has not enlisted the services of a broker or other commissionable agent, or taken any actions which could give rise to a commission, in connection with the transactions contemplated by this Agreement.

8.3.6 No representation or warranty of the Authority in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

ARTICLE 9
ASSIGNMENT AND COOPERATION

9.1 Assignment.

9.1.1 The County Parties may not assign their respective rights or obligations hereunder without the prior written consent of ANLBC, which consent shall be in ANLBC's sole discretion.

9.1.2 Except as provided in Section 9.1.3 below, the Braves Parties shall not be entitled to transfer or assign any of their respective obligations hereunder (a "**Transfer**") without the prior written consent of the County Parties, which consent shall be in their sole discretion and may be conditioned upon the applicable Braves Party or Braves Parties remaining liable under this Agreement if the County Parties are not reasonably satisfied with the creditworthiness of any proposed transferee ("**Transferee**").

9.1.3 The Braves Parties may, without the prior written consent of the County Parties, enter into a Permitted MLB Membership Transfer upon receipt of MLB Approval, provided that (i) such Transferee assumes, in a writing reasonably satisfactory to the County Parties, all of the obligations of the Braves Parties under this Agreement (unless such acquisition

is in the form of a stock acquisition and the Braves Parties remain Parties to this Agreement), and (ii) such Transferee assumes all of the other obligations of the Braves Parties under the other Definitive Documents. The Braves Parties shall provide the County Parties written evidence of MLB Approval of the Transferee within three (3) Business Days after the Braves Parties' receipt thereof.

9.1.4 For the avoidance of doubt, notwithstanding anything contained in this Agreement to the contrary, the Parties confirm that the Braves Parties shall have the right, subject to the terms and provisions of this Agreement, without the consent of the County Parties and without any such action being considered a Transfer, in connection with the exercise and performance of the rights provided herein, to sell or grant to Persons (whether on a long-term or short-term, or continuing or periodic basis), licenses, usage or similar rights described in this Agreement. In addition, a change of control of the Braves Parties pursuant to which such Braves Parties remain parties to this Agreement shall not be considered a Transfer hereunder.

9.2 Cooperation.

9.2.1 Within ten (10) Business Days after receipt of written notice from the Braves Representative and, subject to any limitations of its authority under Applicable Law and subject to the provisions of this Agreement, each of the County Parties shall consent to, execute and deliver to the Braves Representative for the benefit of the Braves Parties any suitable applications or evidence of the County Parties' authority required by any governmental or other body claiming jurisdiction in connection with any matters to be undertaken in accordance with this Agreement.

9.2.2 A Party, upon reasonable request of the other Party, shall execute and deliver, or cause to be executed and delivered, any further documents and take any further actions as may be reasonably necessary or expedient to consummate the transactions provided for in, and to carry out the purpose and intent of this Agreement.

9.2.3 Consistent with existing practice, the County shall, to the extent legally permissible, assist the Braves Parties in connection with all required zoning ordinance and/or land use ordinance amendments, land use, zoning, rezoning, use Permits, road approvals, utility approvals, landscape approvals, liquor licenses and such other Permits and approvals as may be necessary to permit the Braves Parties to develop and utilize the Site and develop the Stadium Project in accordance with the Approved Entitlements and the Master Declaration, including participation in meetings and hearings with other governmental entities, as and to the extent permissible.

9.2.4 The Parties shall work cooperatively to ensure that the entirety of the Stadium Project receives municipal services, including police and security, fire prevention, emergency medical, street cleaning/trash removal and other similar services as required by Applicable Law.

9.3 Master Declaration.

9.3.1 The Master Declaration shall establish mutually beneficial restrictions under a general plan of improvement for the benefit of the Stadium Site and the Development

Parcels, and which shall establish certain procedures for the development, administration, maintenance and preservation of the Development Parcels in order to establish a successful Mixed-Use Project that successfully integrates with the Stadium Project and remains flexible for future development. The Master Declaration shall additionally include, among other things, for utility, access and other required easements as may be reasonably necessary for the development, construction and operation of the Stadium. Prior to the recordation of the Master Declaration, the County Parties shall have the right to approve provisions of the Master Declaration that benefit or burden the Stadium Site, which approvals shall not to be unreasonably withheld, delayed or conditioned. The Authority agrees to take title to the Stadium Site subject to the Permitted Encumbrances and to cooperate with the Braves Parties in connection with the exercise of the rights reserved to the Braves Parties thereunder.

9.4 Consent of Parties. Whenever in this Agreement the consent or approval of a Party is required, such consent or approval:

9.4.1 shall be made in the case of the County Parties by the County Representative acting either jointly or severally on behalf of the County and the Authority to the extent authorized, except for approvals or consents specifically requiring County Board Approval or consent under (i) this Agreement, (ii) any other agreement relating to the Stadium Project, or (iii) pursuant to Applicable Law;

9.4.2 shall not be unreasonably or arbitrarily withheld, conditioned or delayed unless specifically provided to the contrary in this Agreement or permitted pursuant to Applicable Law;

9.4.3 shall not be effective unless it is in writing; and

9.4.4 shall apply only to the specific act or transaction so approved or consented to and shall not relieve the other Parties of the obligation of obtaining the consenting Party's prior written consent or approval to any future similar act or transaction.

ARTICLE 10
DEFAULT AND REMEDIES

10.1 Braves Default. Any one or more of the following shall, if not cured within ten (10) Business Days for defaults of a monetary nature and thirty (30) days for defaults of a non-monetary nature (subject to extension as provided at Section 10.3 below) following the Braves Parties' receipt of a Default Notice, constitute a "**Braves Default**":

10.1.1 Default by the Braves Parties in the due and punctual payment, performance or observance of any material obligation of the Braves Parties under this Agreement as to which either of the County Parties has given a written Default Notice to the Braves Parties, which default the Braves Parties do not cure within the period of time specified for cure in such Default Notice;

10.1.2 Any representation or warranty made by the Braves Parties in this Agreement is false or misleading in any material respect as of the time made; or

10.1.3 Any report, certificate or other document furnished by the Braves Parties to County pursuant to this Agreement is intentionally false or misleading in any material respect as of the time furnished.

10.2 County Default. Any one or more of the following shall, if not cured within ten (10) Business Days for defaults of a monetary nature and thirty (30) days for defaults of a non-monetary nature (subject to extension as provided at Section 10.3 of this Agreement) following the County Parties' receipt of a Default Notice, constitute a "**County Default**":

10.2.1 Default by the County in the due and punctual payment, performance or observance of any material obligation of either of the County Parties under this Agreement as to which the Braves Parties have given a Default Notice to the County Parties, which default the County Party or County Parties do not cure within the period of time specified for cure in such Default Notice;

10.2.2 Any representation or warranty made by the County in this Agreement is false or misleading in any material respect as of the time made; or

10.2.3 Any report, certificate or other document furnished by the County to the Braves Parties pursuant to this Agreement is intentionally false or misleading in any material respect as of the time furnished.

10.3 Additional Time to Cure Defaults. In the event that a defaulting Party hereunder is unable to cure a default curable other than by payment of money within thirty (30) days as provided at Sections 10.1 or 10.2 of this Agreement because such default is not reasonably capable of being cured within such thirty (30) day period as a result of a Force Majeure or otherwise, the non-performing Party shall have an additional, reasonable period of time to cure such default not to exceed an additional ninety (90) days if such non-performing Party promptly commences to cure within such thirty (30) day period and diligently pursues such cure thereafter to its completion.

10.4 Default Notices to Braves Parties. At any time as of which there exists a Braves Default by any of the Braves Parties in connection with the due and punctual payment, performance or observance of any obligation of any of such Braves Parties under this Agreement, the County Parties shall give the Braves Parties a Default Notice.

10.5 Remedies for Braves Default. If a Braves Default exists that is not cured following expiration of the cure period described in the Default Notice, the County Parties may, but shall not be obligated to, as its sole remedy for the Braves Default: (a) recover from the Braves Parties any sums of money that are due and payable by such Braves Parties to the County or the Authority under this Agreement including Damages available pursuant to Applicable Law; or (b) commence an action for specific performance or other equitable relief against the Braves Parties with respect to the defaulted obligations. Each of the Braves Parties has agreed to be jointly and severally liable for any obligations of any of the Braves Parties hereunder.

10.6 Default Notices to County. At any time as of which there exists a County Default by either the County or the Authority in connection with the due and punctual payment,

performance or observance of any obligation of either the County or the Authority under this Agreement, the Braves Parties shall give the County Parties a Default Notice.

10.7 Remedies for County Parties Default. At any time as of which a County Default exists, the Braves Parties may, but shall not be obligated to, as its sole remedy for a County Default: (a) recover from the County or the Authority any sums of money that are due and payable by the County or the Authority to the Braves Parties under this Agreement including Damages available pursuant to Applicable Law; or (b) commence an action for specific performance or other equitable relief against the County or the Authority as applicable with respect to the defaulted obligations.

10.8 Dispute Resolution. Where this Agreement provides that a specific dispute arising under this Agreement (a "**Dispute**") is subject to the provisions of this paragraph, such Dispute shall be resolved as follows:

10.8.1 The Party claiming a dispute shall promptly send notification of such Dispute (the "**Dispute Notice**") to the other Party hereto, which Dispute Notice shall include, at a minimum, a description of the Dispute, the basis for the Dispute and the contractual provision or provisions violated by the Dispute. With respect to any Dispute, the ANLBC Representative and the County Representative and their counsel, or their respective designees, upon the request of either Party, shall meet as soon as conveniently possible, but in no case later than ten (10) days following receipt of the Dispute Notice, to attempt to resolve such Dispute. Prior to any meetings between the Parties, said Parties shall exchange relevant information that will assist the Parties in resolving their Dispute.

10.8.2 If, after the meeting between the ANLBC Representative and the County Representative as set forth in Section 10.8.1, such Parties determine that the Dispute cannot be resolved on mutually satisfactory terms, then either Party may deliver to the other Party a notice of private mediation and the Parties shall promptly discuss the selection of a mutually acceptable mediator. If, within ten (10) business days after the meeting of the ANLBC Representative and the County Representative, the Parties are unable to agree upon a mediator, the Parties shall submit the Dispute to non-binding mediation administered jointly by the Parties with JAMS Mediation, whereupon the Parties shall be obligated to follow the mediation procedures promulgated by JAMS Mediation with respect to the selection of mediators and the mediation process. Any mediation pursuant to this Section 10.8.2 shall commence within forty-five (45) calendar days after selection of the mediator. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Dispute. The Parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third parties arising out of or relating to the mediation provided for in this Section 10.8.2. Notwithstanding anything in the above to the contrary, if a Dispute has not been resolved, then either Party may elect to proceed pursuant to Section 10.8.4 below. Mediation shall be a condition precedent to any litigation.

10.8.3 For the duration of any Dispute, each Party shall continue to perform as required under this Agreement notwithstanding the existence of such Dispute. In the event of a

Dispute involving the payment of money, the Parties shall make any required payments, excepting only such amount as may be disputed.

10.8.4 If a Dispute has not been settled or resolved within seventy-five (75) calendar days after the Dispute Notice, then either Party shall further notify the other Party of its intent to pursue litigation in connection with the Dispute, whereupon either Party may then commence litigation in the Superior Court of Cobb County, Georgia.

10.9 Right to Terminate by Braves Parties. The Braves Parties shall have the unilateral right, in their sole and absolute discretion, to terminate this Agreement at any time following December 31, 2014 in the event that the Funding Date has not yet occurred.

ARTICLE 11
INDEMNIFICATION AND EXCULPATION

11.1 No Liability. In no event shall the County Parties have any liability in connection with the demolition, environmental remediation and/or construction of any Improvements at the Stadium Project as a result of or arising from any approvals relating thereto given or withheld (or the right to give or withhold such approvals) pursuant to this Agreement, or as a result of or arising from any other right or non-delegable governmental duty to review, comment on or evaluate any plans, drawings, specifications or other documents in connection with the construction or operation of the Stadium Project. In no event shall any such review, approval, comment or evaluation by the County Parties relieve the Braves Parties of (a) any liability or responsibility under this Agreement, it being understood and agreed that the Braves Parties are at all times ultimately relying on the Braves Parties' skill, knowledge and professional training and experience in preparing (or causing the preparation of) any plans, drawings, specifications or other documents or (b) the responsibility of the Braves Parties to comply with all Applicable Laws.

11.2 Sovereign Rights of the County. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity (to the extent not otherwise waived) or any individual's qualified good faith or official immunities.

11.3 Braves Parties' Indemnification Obligations. To the fullest extent permitted by Applicable Law, the Braves Parties shall, jointly and severally, indemnify, defend and hold harmless the County Parties, the County Parties' elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, agents and volunteers from and against any and all claims, suits, actions, debts, Damages, losses, obligations, judgments, charges, and fees and expenses, of any nature whatsoever ("**Loss**") to the extent caused by, resulting from or arising out of (i) any negligent action, inaction, omission or intentional misconduct by BSC; (ii) any conduct or activities of any of the Braves Parties that violate any applicable state or local law, rule, regulation or ordinance; or (iii) any breach by any of the Braves Parties of any of their respective obligations, representations or warranties contained in this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist pursuant to this Agreement. The provisions of this Section 11.3 shall survive the Term of this Agreement to the extent of any Loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

11.4 County Indemnification Obligations. To the fullest extent permitted by Applicable Law, the County shall indemnify, and hold harmless the Braves Parties, lenders, Affiliates, officers, employees, representatives, consultants, agents, and MLB from and against any and all Loss to the extent caused by, resulting from or arising out of (i) any negligent action, inaction, omission or intentional misconduct by the County Parties (expressly excluding from this (i) negligent acts or omissions that the County would not be responsible for under Applicable Law); (ii) any costs caused by the negligent acts or omissions that the County Parties would not be responsible for under Applicable Law); or (iii) any breach by the County Parties of any of its obligations, representations or warranties contained in this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist pursuant to this Agreement. The provisions of this Section 11.4 shall survive the Term of this Agreement to the extent of any Loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

11.5 Limitation of Liability. Except for the indemnification obligations of each Party listed above for Losses by third parties, and, except to the extent covered by insurance, in no event shall any Party be liable for incidental, special, consequential or punitive Damages suffered by a Party and each Party shall in all events seek to mitigate its Damages to the extent required by law.

ARTICLE 12
GENERAL PROVISIONS

12.1 Representatives. During the Term of this Agreement, each Party shall designate, by written notice to the other Parties from time to time, a representative who shall act as such Party's representative for coordination of design and construction matters and who shall have authority to render ordinary day-to-day decisions and furnish information contemplated to be made or furnished by such Party under this Agreement.

12.2 Estoppel Certificates. Each Party (an "**Estoppel Responding Party**") shall, from time to time, within ten (10) Business Days after written request by another Party (an "**Estoppel Requesting Party**"), execute and deliver to the Estoppel Requesting Party and/or such third party designated by the Estoppel Requesting Party, a statement in writing certifying (a) that (except as may be otherwise specified by the Estoppel Responding Party) (i) this Agreement is in full force and effect and unmodified, (ii) the Estoppel Responding Party is not in default in the performance or observance of its obligations under this Agreement, and (iii) to the Estoppel Responding Party's actual knowledge, the Estoppel Requesting Party is not in default in the performance or observance of the Estoppel Requesting Party's obligations under this Agreement, and (b) as to such other factual matters as the Estoppel Requesting Party may reasonably request about this Agreement, the status of any matter relevant to this Agreement, or the performance or observance of the provisions of this Agreement.

12.3 Notices. Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by electronic mail (provided that any notice sent by electronic mail shall simultaneously be sent via personal delivery, overnight courier or certified mail as provided herein), one (1) Business Day after being sent by a reputable overnight courier, or three (3) Business Days after being mailed by certified

mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other Party hereto):

To Braves Parties:	Executive Vice President, Business Operations Atlanta National League Baseball Club, Inc. 755 Hank Aaron Drive Atlanta, GA 30315
With a copy to:	General Counsel Atlanta National League Baseball Club, Inc. 755 Hank Aaron Drive Atlanta, GA 30315 Maxine Hicks, Esq. DLA Piper LLP One Atlantic Center 1201 West Peachtree Street, Suite 2800 Atlanta, GA 30309-3450
To County:	Chairman, Cobb County Board of Commissioners 100 Cherokee Street, Suite 300 Marietta, GA 30090
With a copy to:	Clerk Cobb County Board of Commissioners 100 Cherokee Street, Suite 300 Marietta, GA 30090 Cobb County Manager County Manager's Office 100 Cherokee Street, Suite 300 Marietta, GA 30090 Cobb County Attorney County Attorney's Office 100 Cherokee Street, Suite 350 Marietta, GA 30090 Finance Director/Comptroller Office of Finance & Economic Development 100 Cherokee Street, Suite 400 Marietta, GA 30090
To Authority:	General Manager & CEO Cobb-Marietta Coliseum & Exhibit Hall Authority Two Galleria Parkway Atlanta, GA 30339

12.4 Relationship of the Parties. The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent contractors. Each of the Parties acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

12.5 Governing Law. The laws of the State of Georgia shall govern as to the interpretation, validity and effect of this Agreement, without regard to such state's choice of law principles.

12.6 Jurisdiction. This Agreement shall be construed and enforced in accordance with the Laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement and the Parties irrevocably waive, to the fullest extent permitted by Law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

12.7 Obligation to Defend Validity of Agreement. If litigation is filed by a third party against one or more Parties to this Agreement, the Party or Parties who are named as parties in such action will take all reasonable steps to support and defend the validity of this Agreement and the Definitive Documents. Any Party may intervene in any such matter in which a Party has been named as a defendant. Each Party will be responsible for their own legal fees and related costs in connection with any such litigation.

12.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by Law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed herein.

12.9 Diligent Performance. With respect to any duty or obligation imposed on a Party by this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance.

12.10 Time of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

12.11 Entirety of Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, correspondence, arrangements and understandings relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any Party which has not been embodied in this Agreement, and no Party shall be bound

by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. This Agreement may be amended or modified only by a written instrument signed by the Parties.

12.12 Successors and Assigns. Subject to the limitations on assignability set forth herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12.13 Captions. The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement or used in construing or interpreting any provision hereof.

12.14 No Waiver. No waiver of any condition or covenant of this Agreement to be satisfied or performed by a Party shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of a Party, except a written waiver signed by such Party, shall be construed to be a waiver of any condition or covenant to be performed by another Party.

12.15 Construction. No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

12.16 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

12.17 Third Party Beneficiaries. There are no third party beneficiaries, express or implied, of this Agreement.

12.18 Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors, and assigns, and shall remain in effect for the duration of the Term, unless earlier terminated by the Parties. To this end all representations, warranties, covenants, indemnities, agreements, and obligations of the parties to this indenture shall survive the transfer of the Stadium Site or any portion thereof except as otherwise indicated herein or specifically agreed to in writing by both parties. None of the representations, warranties, covenants, indemnities, agreements or obligations in this agreement or in any of the agreements between the parties hereto as to the Stadium Project shall merge with the transfer of title to the Stadium Site or any portion thereof.

12.19 Further Assurances and Corrective Instruments. The Parties each agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may be reasonably required for carrying out the intentions of the Parties or facilitating the performance of this Agreement provided that the rights of the Braves Parties to construct the Stadium Project are not impaired thereby.

12.20 Good Faith. In exercising its rights and fulfilling its obligations under this Agreement, each of the Parties agrees to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good

faith, diligent or other similar efforts, such Party shall not be required to, unless there is a specific obligation hereunder to do so, expend any funds, or grant any other consideration of any kind, in the performance of such undertaking. Each Party further acknowledges that the obligation of any Party to act in good faith, undertake good faith, act diligently or undertake other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith, unless the achievement of the result or results intended are specifically required hereunder.

12.21 E-Verification. The Braves Parties each acknowledge and agree that they are aware of O.C.G.A. §13-10-91 and related statutes regarding the e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States and that each of the Braves Parties will, if and when applicable, fully comply with any applicable statutory requirements regarding verification of employment and impose a similar requirement in any appropriate contract to which any Braves Party may be a party. Any current forms, notices, disclosures or affidavits required by the County in connection with such verification shall be attached as an exhibit to the CA Agreement and the Stadium Construction Management Agreement. The County shall provide the Braves Parties with revised versions of any such forms, notices, disclosures or affidavits promptly following their issuance.

12.22 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §200d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and all other provisions of Federal law, the Braves Parties agree that, during the performance of this Agreement, the Braves Parties, for themselves, their respective assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Braves Parties agree to comply with all applicable implementing regulations and shall include the provisions of this Section 12.22 in every subcontract for services contemplated under this Agreement.

12.23 No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers or on the part of any of the Braves Parties' board members, officers, or employees.

12.24 Limited, Non-Recourse Obligation of the Authority. Notwithstanding any other provision of this Agreement to the contrary, the Authority shall incur no pecuniary liability under this Agreement, and no recourse shall be had against, and the Authority shall in no way be obligated to expend, any funds of the Authority other than those funds made available to it by the County and the Braves Parties pursuant to the provisions of the Definitive Documents, in performance of its obligations hereunder. Without limiting the generality of the foregoing, no recourse shall be had by any party hereto against the Authority's revenues and assets (other than the Stadium Project) and the amounts received by the Authority from any other source whatsoever, including without limitation amounts received from the County pursuant to other

intergovernmental agreements not relating to the Stadium Project (whether or not specifically pledged or allocated to secure the Bonds).

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY PARTIES

COBB COUNTY, GEORGIA

By: _____
Timothy D. Lee, Chairman
Cobb County Board of Commissioners

Sworn to and subscribed before me this
29 day of May, 2014.

_____
Notary Public

My Commission Expires:
2-28-15

(NOTARIAL SEAL)

KAREN L. KING NOTARY PUBLIC BARTOW COUNTY, GEORGIA EXP. FEB. 28, 2015

Attest: _____
County Clerk

SEAL

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
5-27-14

Approved as to form:

By: _____
County Attorney's Office

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

COUNTY PARTIES

Sworn to and subscribed before me this
___ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

COBB COUNTY, GEORGIA

By: _____
Timothy D. Lee, Chairman
Cobb County Board of Commissioners

Sworn to and subscribed before me this
___ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

Attest: _____
County Clerk

Sworn to and subscribed before me this
27th day of May, 2014.

Alice B. Mabry
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

ALICE B. MABRY NOTARY PUBLIC FULTON COUNTY, GA EXP. Jan. 22, 2018

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

By: Jerry W. Nix
Jerry Nix
Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Sworn to and subscribed before me this
29 day of May, 2014.

Ellen McGonagil
Notary Public

My Commission Expires:

ELLEN MCGONAGIL
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires January 30, 2015
(NOTARIAL SEAL)

By: Earl E. Smith
Earl E. Smith
Past Chairman

Sworn to and subscribed before me this
28 day of May, 2014.

Ellen McGonagil
Notary Public

My Commission Expires:

ELLEN MCGONAGIL
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires January 30, 2015
(NOTARIAL SEAL)

By: Johnny Gresham
Johnny Gresham
Secretary

BRAVES PARTIES

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC., a Georgia corporation

Sworn to and subscribed before me this
___ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

By: _____
Terence F. McGuirk,
Chairman & CEO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Sworn to and subscribed before me this
___ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

By: _____
Earl E. Smith
Past Chairman

Sworn to and subscribed before me this
___ day of _____, 2014.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

By: _____
Johnny Gresham
Secretary

BRAVES PARTIES

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC., a Georgia corporation

Sworn to and subscribed before me this
21st day of May, 2014.

Eve Porter
Notary Public

My Commission Expires:
Oct. 22, 2016

(NOTARIAL SEAL)

By: Terence F McGuirk
Terence F. McGuirk,
Chairman & CEO

EVE PORTER NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA OCT. 22, 2016

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BRED CO., LLC, a Georgia limited liability company

Sworn to and subscribed before me this 27th day of May, 2014.

Notary Public

My Commission Expires: Oct. 22, 2016

(NOTARIAL SEAL)

By: Atlanta National League Baseball Club, Inc., a Georgia corporation, its sole Member

Name: Terence F McGuirk

Title: CEO

BRAVES STADIUM COMPANY, LLC, a Delaware limited liability company

Sworn to and subscribed before me this 27th day of May, 2014.

Notary Public

My Commission Expires: Oct. 22, 2016

(NOTARIAL SEAL)

By: Braves Holdings, LLC, a Delaware limited liability company, its sole Member

Name: Terence F McGuirk

Title: CEO

BRAVES CONSTRUCTION COMPANY, LLC, a Delaware limited liability company

Sworn to and subscribed before me this 27th day of May, 2014.

Notary Public

My Commission Expires: Oct. 22, 2016

(NOTARIAL SEAL)

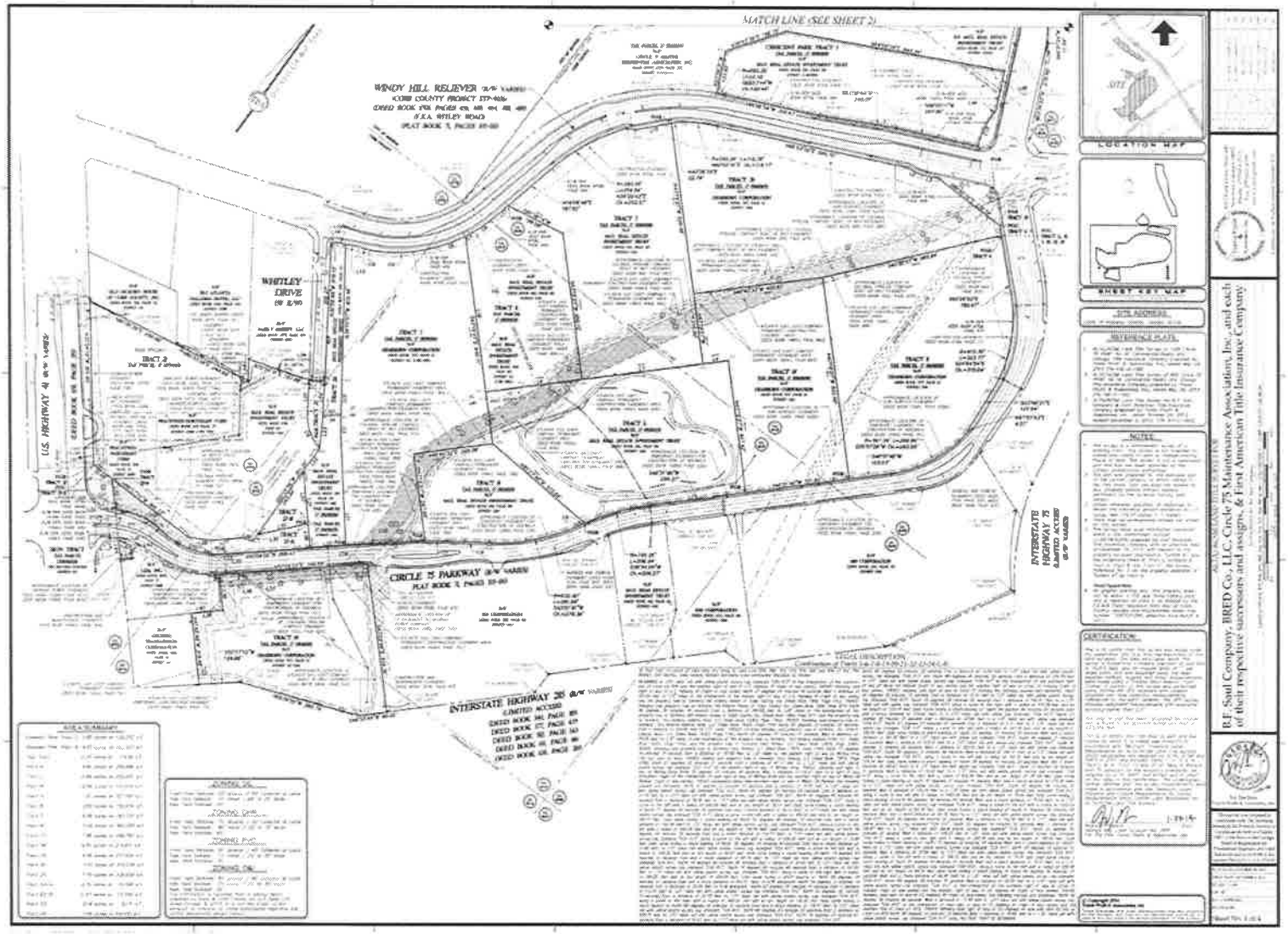
By: Braves Holdings, LLC, a Delaware limited liability company, its sole Member

Name: Terence F McGuirk

Title: CEO

EXHIBIT A

DEVELOPMENT PARCELS



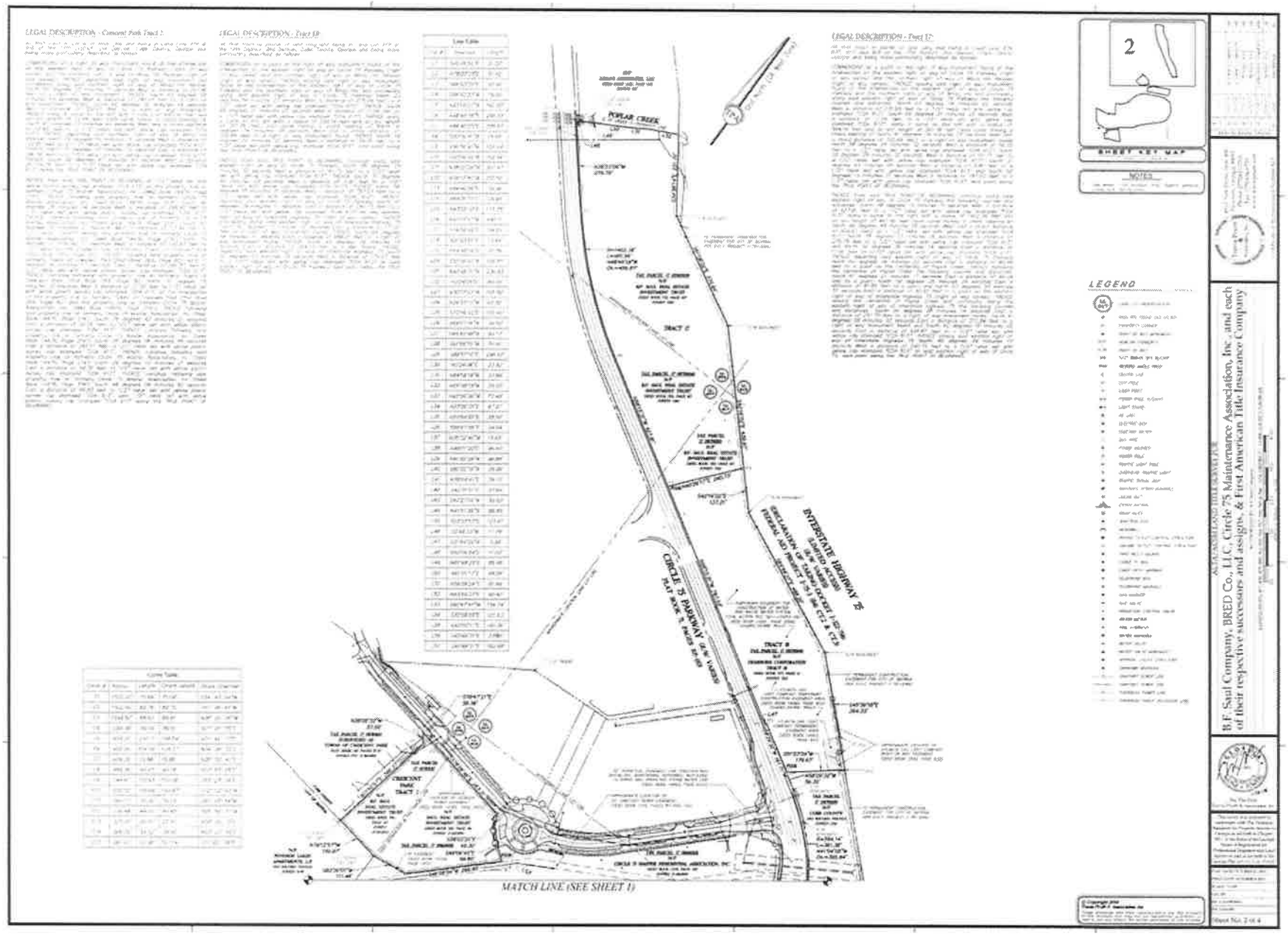

LEGAL DESCRIPTION - Crescent Park Tract 1:
LEGAL DESCRIPTION - Tract D:
LEGAL DESCRIPTION - Tract E:
POPLAR CREEK
INTERSTATE HIGHWAY 75
CIRCLE 75 PARKWAY
TRACT C
TRACT D
TRACT E
CRESCENT PARK TRACT 1
SHEET KEY MAP
NOTES
LEGEND
MATCH LINE (SEE SHEET 1)
B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, & First American Title Insurance Company

EXHIBIT B

PERMITTED ENCUMBRANCES

1. AGL Pipeline Documents

2. Colonial Pipeline Documents

3. Master Declaration

[Beginning of Exceptions for former BFS Tracts]

4. Right of Way Easement from Vaughn and Company to Colonial Pipeline Company, a Delaware corporation, dated March 7, 1974, filed for record August 21, 1974 at 1:15 p.m., recorded in Deed Book 1552, Page 570, Records of Cobb County, Georgia.

5. Easement Agreement by and between B. F. Saul Real Estate Investment Trust, a Georgia corporation and Atlanta Gas Light Company, a Georgia public utility corporation, dated November 4, 1983, filed for record November 17, 1983 at 3:09 p.m., recorded in Deed Book 2942, Page 532, aforesaid Records.

6. Limitation of access rights and easements as contained in that certain Right of Way Deed from B.F. Saul Real Estate Investment Trust to Department of Transportation, dated July 7, 1997, filed for record August 11, 1997 at 4:25 p.m., recorded in Deed Book 10563, Page 300, aforesaid Records.

7. Temporary Construction Easement from B. F. Saul Real Estate Investment Trust to Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 232, aforesaid Records.

8. Limitation of access rights and easements as contained in that certain Right of Way Deed from B. F. Saul Real Estate Investment Trust to Department of Transportation, dated July 7, 1997, filed for record August 11, 1997 at 4:25 p.m., recorded in Deed Book 10563, Page 304, aforesaid Records.

9. Temporary Construction Easement from B. F. Saul Real Estate Investment Trust to Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 220, aforesaid Records.

10. Temporary Construction Easement from B. F. Saul Real Estate Investment Trust to Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 223, aforesaid Records.

11. Temporary Construction Easement from B. F. Saul Real Estate Investment Trust to Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 229, aforesaid Records.

12. Easement Agreement by and between B. F. Saul Real Estate Investment Trust and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 788, aforesaid Records.

13. Easement Agreement by and between B.F. Saul Real Estate Investment Trust and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 806, aforesaid Records.

14. Easement Agreement by and between B. F. Saul Real Estate Investment Trust and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 825, aforesaid Records.

15. Easement Agreement by and between B. F. Saul Real Estate Investment Trust and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 845, aforesaid Records.

[Beginning of Exceptions for former Dearborn Tracts]

16. Right of Way Easement from Vaughn and Company to Colonial Pipeline Company, a Delaware corporation, dated March 7, 1974, filed for record August 21, 1974 at 1:15 p.m., recorded in Deed Book 1552, Page 570, aforesaid Records.

17. Easement Agreement by and between B. F. Saul Real Estate Investment Trust, a Georgia corporation and Atlanta Gas Light Company, a Georgia public utility corporation, dated November 4, 1983, filed for record November 17, 1983 at 3:09 p.m., recorded in Deed Book 2942, Page 532, aforesaid Records.

18. Temporary Construction Easement from Dearborn Corporation to Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 226, aforesaid Records.

19. Temporary Construction Easement by and between Dearborn Corporation and Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 235, aforesaid Records.

20. Temporary Construction Easement by and between Dearborn Corporation and Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 238, aforesaid Records. (Affects Tracts 8 and 19)

21. Temporary Construction Easement by and between Dearborn Corporation and Cobb County, Georgia, dated July 8, 1997, filed for record August 12, 1997 at 10:58 a.m., recorded in Deed Book 10565, Page 241, aforesaid Records.

22. Judgment as entered in that certain Condemnation – Cobb County, Georgia vs. The hereinafter described lands and rights in lands, Dearborn Corporation, et al, being Civil Action File No. 01-1-08675-99, filed for record December 17, 2001 at 3:10 p.m., recorded in Deed Book 13461, Page 6278, aforesaid Records.

23. Judgment as entered in that certain Condemnation – Cobb County, Georgia vs. The hereinafter described lands and rights in lands, Dearborn Corporation, et al, being Civil Action File No. 01-1-08676-99, filed for record December 17, 2001 at 3:10 p.m., recorded in Deed Book 13461, Page 6280, aforesaid Records.

24. Judgment as entered in that certain Condemnation – Cobb County, Georgia vs. The hereinafter described lands and rights in lands, Dearborn Corporation, et al, being Civil Action File No. 01-1-8677-99, filed for record December 17, 2001 at 3:10 p.m., recorded in Deed Book 13461, Page 6282, aforesaid Records.

25. Easement Agreement by and between Dearborn, LLC, a Delaware limited liability company and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 769, aforesaid Records.

26. Easement Agreement by and between Dearborn, LLC, a Delaware limited liability company and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 863, aforesaid Records.

27. Easement Agreement by and between Dearborn, LLC, a Delaware limited liability company and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 879, aforesaid Records.

28. Easement Agreement by and between Dearborn, LLC, a Delaware limited liability company and Atlanta Gas Light Company, a Georgia public utility corporation, dated May 4, 2012, filed for record May 8, 2012 at 4:11 p.m., recorded in Deed Book 14943, Page 896, aforesaid Records.

29. All matters shown on that certain ALTA Survey of the Property, prepared by Travis Pruitt & Associates, Inc., dated October 25, 2013, last revised January 23, 2014.

Liens for ad valorem real estate taxes not yet delinquent.

EXHIBIT C

STADIUM PROJECT BUDGET

Financing Summary (Dollars in Millions)

Project Costs	Budget Total	Comments
Land Acquisition	7.6	Stadium Site, Authority Parking, and Signage of 12.61 acres
Infrastructure	18.0	Storm water management, grading, road
Construction Cost	482.0	Based on approx. 41,500 seats and 1,100,000 square feet.
Pipeline Relocation	11.1	
Ballpark Parking		
Land	7.7	Braves owned parking approx. 12.8 acres
Construction Cost	52.8	
Subtotal Direct Cost:	**579.3**	
Design and Engineering		
Architecture	16.2	
Design Sub-consultants	8.3	
Project Management	.6	
Testing, Inspections, and Commissioning	4.2	
Insurance and Accounting	13.5	
Subtotal Other Cost:	**42.7**	
Total Project Cost:	**622.0**	
Braves Discretionary	**50.0**	May include: Parking, Infrastructure and Transportation
Maximum Stadium Cost:	**672.0**	

Actual allocation of cost subject to final design and costing of project

Source of Funds	Budget Total	Comments
ALNBC Project Funds		
Cash Contribution	230.0	
Braves Discretionary	50.0	
County Contribution - Cumberland Community Improvement District	10.0	
County Contribution - Transportation Improvement	14.0	
County Contribution - Bond Proceeds	368.0	
	672.0	

EXHIBIT D

SITE – LEGAL DESCRIPTION

Perimeter Legal Description of Tracts 5-8, 19-24, L and R:

All that tract or parcel of land lying and being in Land Lots 879, 880, 914, 915, 916, 945 and 946 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the southern line of Land Lot 879 and the eastern right of way of U.S. Highway 41 (right of way varies), THENCE following said right of way of U.S. Highway 41 (right of way varies) North 37 degrees 04 minutes 18 seconds West a distance of 501.60 feet to 1/2" rebar; THENCE North 80 degrees 36 minutes 39 seconds East a distance of 299.98 feet to 3/8" rebar; THENCE North 80 degrees 33 minutes 58 seconds East a distance of 244.69 feet to 1/2" rebar; THENCE North 34 degrees 07 minutes 17 seconds West a distance of 65.55 feet to 3/8" rebar; THENCE North 72 degrees 34 minutes 31 seconds East a distance of 197.88 feet to 1/2" rebar on the western right of way of Whitley Drive (50 foot right of way); THENCE North 57 degrees 00 minutes 01 seconds East a distance of 47.27 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" on the eastern right of way of Whitley drive; THENCE following said right of way of Whitley Drive North 32 degrees 59 minutes 49 seconds West a distance of 416.47 feet to a right of way monument found at the intersection of said right of way of Whitley Drive and the southern right of way of Windy Hill Reliever (right of way varies); THENCE proceeding along said southern right of way of Windy Hill Reliever the following courses and distances: North 21 degrees 03 minutes 01 seconds East a distance of 15.45 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 64 degrees 46 minutes 06 seconds East a distance of 31.78 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 64 degrees 46 minutes 06 seconds East a distance of 39.36 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 290.39 feet and an arc length of 36.14 feet (said curve having a chord bearing of North 71 degrees 45 minutes 55 seconds East and a chord distance of 36.11 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 459.26 feet and an arc length of 200.11 feet (said curve having a chord bearing of North 51 degrees 46 minutes 37 seconds East and a chord distance of 198.54 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 459.26 feet and an arc length of 104.59 feet (said curve having a chord bearing of North 34 degrees 04 minutes 35 seconds East and a chord distance of 104.37 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 459.26 feet and an arc length of 15.88 feet (said curve having a chord bearing of North 26 degrees 33 minutes 41 seconds East and a chord distance of 15.88 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 459.26 feet and an arc length of 90.93 feet (said curve having a chord bearing of North 19 degrees 53 minutes 55 seconds East and a chord distance of 90.78 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 14 degrees 08 minutes 48 seconds East a distance of 54.95 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 14 degrees 08 minutes 48 seconds East a distance of

187.62 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the right with a radius of 590.26 feet and an arc length of 254.54 feet (said curve having a chord bearing of North 26 degrees 29 minutes 42 seconds East and a chord distance of 252.57 feet) to R/W Monument, North 64 degrees 31 minutes 19 seconds East a distance of 25.94 feet to R/W Monument, North 43 degrees 26 minutes 10 seconds East a distance of 113.35 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 43 degrees 26 minutes 10 seconds East a distance of 22.79 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the right with a radius of 590.26 feet and an arc length of 118.36 feet (said curve having a chord bearing of North 60 degrees 02 minutes 41 seconds East and a chord distance of 118.17 feet) to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 66 degrees 03 minutes 22 seconds East a distance of 595.70 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 79 degrees 33 minutes 07 seconds East a distance of 51.42 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 66 degrees 03 minutes 22 seconds East a distance of 53.90 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613" and South 88 degrees 45 minutes 20 seconds East a distance of 236.54 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the southern right of way of Windy Hill Reliever (right of way varies) and the western right of way of Circle 75 Parkway (right of way varies); THENCE following said right of way of Circle 75 Parkway the following courses and distances: South 45 degrees 26 minutes 52 seconds East a distance of 31.07 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", South 45 degrees 26 minutes 52 seconds East a distance of 180.97 feet to a 1/2" rebar set with yellow cap stamped "COA 613", along a curve to the right with a radius of 415.39 feet and an arc length of 323.77 feet (said curve having a chord bearing of South 24 degrees 04 minutes 54 seconds East and a chord distance of 315.64 feet) to a 1/2" rebar set with yellow cap stamped "COA 613", South 03 degrees 48 minutes 21 seconds East a distance of 127.64 feet to a 1/2" rebar set with yellow cap stamped "COA 613", North 87 degrees 57 minutes 53 seconds East a distance of 4.57 feet to a 1/2" rebar set with yellow cap stamped "COA 613", along a curve to the right with a radius of 397.34 feet and an arc length of 289.94 feet (said curve having a chord bearing of South 25 degrees 37 minutes 26 seconds West and a chord distance of 283.55 feet) to a 1/2" rebar set with yellow cap stamped "COA 613", South 46 degrees 31 minutes 46 seconds West a distance of 123.03 feet to a 1/2" rebar set with yellow cap stamped "COA 613", South 46 degrees 31 minutes 46 seconds West a distance of 321.60 feet to a 1/2" rebar set with yellow cap stamped "COA 613", South 46 degrees 31 minutes 46 seconds West a distance of 299.37 feet to a 1/2" rebar set with yellow cap stamped "COA 613", along a curve to the left with a radius of 745.26 feet and an arc length of 206.94 feet (said curve having a chord bearing of South 38 degrees 34 minutes 29 seconds West and a chord distance of 206.27 feet) to a 1/2" rebar set with yellow cap stamped "COA 613", South 30 degrees 36 minutes 41 seconds West a distance of 19.49 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the right with a radius of 632.90 feet and an arc length of 281.68 feet (said curve having a chord bearing of South 43 degrees 21 minutes 41 seconds West and a chord distance of 279.36 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", South 56 degrees 06 minutes 41 seconds West a distance of 125.54 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 1502.00 feet and an arc length of 75.69 feet (said curve having a chord bearing of South 54 degrees 40 minutes 04 seconds West and a chord distance of 75.68 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 1502.00 feet

and an arc length of 82.76 feet (said curve having a chord bearing of South 51 degrees 38 minutes 45 seconds West and a chord distance of 82.75 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", South 50 degrees 04 minutes 02 seconds West a distance of 162.58 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", South 50 degrees 04 minutes 02 seconds West a distance of 108.97 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", South 50 degrees 04 minutes 02 seconds West a distance of 268.23 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the right with a radius of 250.00 feet and an arc length of 199.09 feet (said curve having a chord bearing of South 72 degrees 52 minutes 53 seconds West and a chord distance of 193.87 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 84 degrees 18 minutes 19 seconds West a distance of 37.94 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 184.73 feet and an arc length of 75.76 feet (said curve having a chord bearing of South 81 degrees 43 minutes 34 seconds West and a chord distance of 75.23 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", along a curve to the left with a radius of 336.48 feet and an arc length of 49.50 feet (said curve having a chord bearing of South 66 degrees 56 minutes 33 seconds West and a chord distance of 49.45 feet) to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613", North 65 degrees 38 minutes 15 seconds West a distance of 20.05 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the northern right of way of Circle 75 Parkway (right of way varies) and the eastern right of way of US Highway 41 (right of way varies); THENCE following said right of way of US Highway 41 (right of way varies) the following courses and distances: North 42 degrees 06 minutes 06 seconds West a distance of 77.48 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of said right of way of US Highway 41 (right of way varies) and the southern line of Land Lot 879; THENCE following said right of way of US Highway 41 and said land lot line of Land Lot 879 North 88 degrees 57 minutes 10 seconds West a distance of 70.68 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being the **TRUE POINT OF BEGINNING.**

Said tract contains 2485010 square feet or 57.05 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Sign Tract:

All that tract or parcel of land lying and being in Land Lot 880 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the southern right of way of Circle 75 Parkway (right of way varies) and the eastern right of way of US. Highway 41 (right of way varies), THENCE leaving said eastern right of way of US. Highway 41 (right of way varies) and following the southern right of way of

Circle 75 Parkway (right of way varies) North 76 degrees 04 minutes 41 seconds East a distance of 39.15 feet to a 1/2" rebar set, said rebar being located on the southern right of way of Circle 75 Parkway (right of way varies); South 42 degrees 31 minutes 01 seconds East a distance of 37.69 feet to a 1/2" rebar found; THENCE South 47 degrees 27 minutes 16 seconds West a distance of 35.02 feet to a 1/2" rebar found, said rebar being located on the eastern right of way of US. Highway 41 (right of way varies); THENCE following said eastern right of way of US. Highway 41 (right of way varies) North 41 degrees 51 minutes 39 seconds West a distance of 56.45 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the eastern right of way of US. Highway 41 (right of way varies) and the southern right of way of Circle 75 Parkway (right of way varies), said 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being the **TRUE POINT OF BEGINNING.**

Said tract contains 1,636 square feet or 0.04 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Retention Pond Parcel:

All that tract or parcel of land lying and being in Land Lots 915 & 946 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the eastern right of way of U.S. HWY. 41 and the southern right of way of Circle 75 Parkway; THENCE leaving said intersection of the eastern right of way of U.S. HWY. 41 and the southern right of way of Circle 75 Parkway, northeasterly along the southern right of way of Circle 75 Parkway a distance of 1558.47 feet to a nail set with washer labeled "COA 613", said point being the **TRUE POINT OF BEGINNING.**

THENCE from said **TRUE POINT OF BEGINNING** at nail with washer labeled "COA 613" being located at the southern right of way of Circle 75 Parkway (right of way varies), THENCE following the southern right of way of Circle 75 Parkway (right of way varies) along a curve to the right with a radius of 613.94 feet and an arc length of 103.03 feet, said curve having a chord bearing of North 40 degrees 14 minutes 12 seconds East and a chord distance of 102.91 feet to a 1/2" rebar set with yellow cap labeled "COA 613"; THENCE continue following said right of way North 45 degrees 02 minutes 40 seconds East a distance of 73.86 feet to nail being located on the southern right of way of Circle 75 Parkway (right of way varies); THENCE South 43 degrees 27 minutes 13 seconds East a distance of 264.29 feet to 1/2" rebar with yellow survey cap labeled "COA 613"; THENCE South 20 degrees 56 minutes 53 seconds East a distance of 71.39 feet to 1/2" rebar with yellow survey cap labeled "COA 613"; THENCE South 43 degrees 28 minutes 06 seconds East a distance of 79.82 feet to 1/2" rebar, said rebar being located on the northern right of way of Interstate 285 (right of way varies); THENCE following said northern

right of way of Interstate 285 (right of way varies) South 46 degrees 31 minutes 41 seconds West a distance of 148.49 feet to 1/2" rebar; THENCE leaving said right of way of Interstate 285 (right of way varies) North 43 degrees 30 minutes 03 seconds West a distance of 396.86 feet to nail with washer labeled "COA 613" being located on the southern right of way of Circle 75 Parkway (right of way varies), said nail with washer labeled "COA 613" being the **TRUE POINT OF BEGINNING.**

Said tract contains 68,379 square feet or 1.57 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, Circle 75 Maintenance Association, Inc., and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Tract H:

All that tract or parcel of land lying and being in Land Lots 914 & 915 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of the northeastern right of way of U.S. Highway 41 (right of way varies) and the southeastern right of way of Circle 75 Parkway (right of way varies); THENCE proceed along said right of way of Circle 75 Parkway for a distance of 315.37 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613 being the **TRUE POINT OF BEGINNING.**

THENCE from said **TRUE POINT OF BEGINNING** at a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being located on the southern right of way of Circle 75 Parkway (right of way varies), THENCE following the southern right of way of Circle 75 Parkway (right of way varies) along a curve to the left with a radius of 325.00 feet and an arc length of 22.91 feet, said curve having a chord bearing of North 52 degrees 05 minutes 15 seconds East and a chord distance of 22.91 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE continue following said right of way North 50 degrees 04 minutes 02 seconds East a distance of 55.50 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the southern right of way of Circle 75 Parkway (right of way varies) and the common line of Land Lots 914 and 915; THENCE following said southern right of way of Circle 75 Parkway (right of way varies) and the common line of Land Lots 914 and 915 South 89 degrees 27 minutes 56 seconds East a distance of 24.04 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" at the intersection of the southern right of way of Circle 75 Parkway (right of way varies) and the common line of Land Lots 914 and 915; THENCE following said southern right of way of Circle 75 Parkway (right of way varies) North 35 degrees 32 minutes 40 seconds West a distance of 15.65 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE continue following said right of way North 50 degrees 04 minutes 02 seconds East a distance of 349.55 feet to a 1/2" rebar set with yellow

plastic survey cap stamped "COA 613"; THENCE continue following said right of way along a curve to the right with a radius of 300.00 feet and an arc length of 34.52 feet, said curve having a chord bearing of North 53 degrees 23 minutes 59 seconds East and a chord distance of 34.50 feet to nail with washer labeled "COA 613" being located on the southern right of way of Circle 75 Parkway (right of way varies); THENCE South 43 degrees 29 minutes 48 seconds East a distance of 454.36 feet to a 1/2" rebar, said rebar being located on the northern right of way of Interstate Highway 285 (right of way varies); THENCE following said northern right of way of Interstate Highway 285 (right of way varies) South 46 degrees 33 minutes 49 seconds West a distance of 90.02 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE continue following said right of way of Interstate Highway 285 South 69 degrees 39 minutes 55 seconds West a distance of 380.79 feet to a 1/2" rebar found; THENCE continue following said right of way of Interstate Highway 285 South 50 degrees 27 minutes 12 seconds West a distance of 124.88 feet to a disc found on the northern right of way of Interstate Highway 285 (right of way varies); THENCE North 41 degrees 45 minutes 48 seconds West a distance of 218.98 feet to nail set with washer labeled "COA 613"; THENCE North 48 degrees 11 minutes 20 seconds East a distance of 96.40 feet to a disc found; THENCE North 41 degrees 50 minutes 29 seconds West a distance of 96.84 feet to a 3/8" rebar found; THENCE South 82 degrees 22 minutes 16 seconds West a distance of 26.96 feet to a 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being located on the southern right of way of Circle 75 Parkway (right of way varies), said 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being the **TRUE POINT OF BEGINNING.**

Said tract contains 209,686 square feet or 4.81 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Tract 17:

All that tract or parcel of land lying and being in Land Lots 876, 877, 917 and 918 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a point at the right of way monument found at the intersection of the eastern right of way of Circle 75 Parkway (right of way varies) and the northern right of way of Windy Hill Reliever (right of way varies); THENCE leaving said right of way monument found at the intersection of the eastern right of way of Circle 75 Parkway and the northern right of way of Windy Hill and proceeding along said eastern right of way of Circle 75 Parkway the following courses and distances: North 23 degrees 34 minutes 22 seconds West a distance of 276.68 feet to a 1/2" rebar set with yellow cap stamped "COA 613", South 66 degrees 21 minutes 25 seconds West a distance of 11.54 feet to a 1/2" rebar set with yellow cap stamped "COA 613", along a curve to the left with a radius of 594.14 feet and an arc length of 361.38 feet (said curve having a

chord bearing of North 41 degrees 04 minutes 05 seconds West and a chord distance of 355.84 feet) to a right of way monument found, North 58 degrees 29 minutes 32 seconds West a distance of 56.35 feet to a 1/2" rebar set with yellow cap stamped "COA 613", North 58 degrees 29 minutes 32 seconds West a distance of 161.71 feet to a 1/2" rebar set with yellow cap stamped "COA 613", South 31 degrees 44 minutes 29 seconds West a distance of 5.90 feet to a 1/2" rebar set with yellow cap stamped "COA 613" and North 58 degrees 15 minutes 31 seconds West a distance of 787.03 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; said point being the **TRUE POINT OF BEGINNING;**

THENCE from said **TRUE POINT OF BEGINNING,** continue along said eastern right of way of Circle 75 Parkway the following courses and distances: North 58 degrees 15 minutes 31 seconds West a distance of 427.81 feet to a 1/2" rebar set with yellow cap stamped "COA 613", along a curve to the right with a radius of 1402.38 feet and an arc length of 461.96 feet (said curve having a chord bearing of North 48 degrees 49 minutes 18 seconds West and a chord distance of 459.87 feet) to a 1/2" rebar set with yellow cap stamped "COA 613", North 39 degrees 23 minutes 06 seconds West a distance of 275.79 feet to a 1/2" rebar set with yellow cap stamped "COA 613" and North 50 degrees 36 minutes 54 seconds East a distance of 11.00 feet to a1/2" rebar set with yellow cap stamped "COA 613"; THENCE departing said eastern right of way of Circle 75 Parkway North 60 degrees 48 minutes 23 seconds East a distance of 85.46 feet to a point on the centerline of Poplar Creek; THENCE following the centerline of Poplar Creek the following courses and distances: North 61 degrees 21 minutes 17 seconds East a distance of 49.09 feet to a point, North 59 degrees 09 minutes 24 seconds East a distance of 81.66 feet to a point and North 63 degrees 59 minutes 37 seconds East a distance of 90.42 feet to a point on the western right of way of Interstate Highway 75 (right of way varies); THENCE leaving the centerline of Poplar Creek and continuing along the western right of way of Interstate highway 75 the following courses and distances: South 34 degrees 38 minutes 14 seconds East a distance of 251.70 feet to a right of way monument found, South 61 degrees 08 minutes 02 seconds East a distance of 370.84 feet to a right of way monument found and South 42 degrees 16 minutes 02 seconds East a distance of 439.87 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE leaving said western right of way of Interstate Highway 75 South 40 degrees 29 minutes 17 seconds West a distance of 240.73 feet to a 1/2" rebar set with yellow cap stamped "COA 613" on said eastern right of way of Circle 75; said point being the **TRUE POINT OF BEGINNING.**

Said tract contains 346,793 square feet or 7.96 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Tract 18:

All that tract or parcel of land lying and being in Land Lot 917 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a point at the right of way monument found at the intersection of the eastern right of way of Circle 75 Parkway (right of way varies) and the northern right of way of Windy Hill Reliever (right of way varies); THENCE leaving said right of way monument found at the intersection of the eastern right of way of Circle 75 Parkway and the northern right of way of Windy Hill and proceeding along said eastern right of way of Circle 75 Parkway North 23 degrees 34 minutes 22 seconds West a distance of 276.68 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE South 66 degrees 21 minutes 25 seconds West a distance of 11.54 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE along a curve to the left with a radius of 594.14 feet and an arc length of 361.38 feet, said curve having a chord bearing of North 41 degrees 04 minutes 05 seconds West and a chord distance of 355.84 feet to a right of way monument found; THENCE North 58 degrees 29 minutes 32 seconds West a distance of 56.35 feet to a 1/2" rebar set with yellow cap stamped "COA 613", said point being the **TRUE POINT OF BEGINNING.**

THENCE from said **TRUE POINT OF BEGINNING,** continue along said eastern right of way of Circle 75 Parkway North 58 degrees 29 minutes 32 seconds West a distance of 161.71 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE South 31 degrees 44 minutes 29 seconds West a distance of 5.90 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE North 58 degrees 15 minutes 31 seconds West a distance of 787.03 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE departing said eastern right of way of Circle 75 Parkway North 40 degrees 29 minutes 17 seconds East a distance of 240.73 feet to a 1/2" rebar set with yellow cap stamped "COA 613" on the western right of way of Interstate Highway 75 (right of way varies); THENCE proceeding along said western right of way of Interstate Highway 75 South 42 degrees 16 minutes 02 seconds East a distance of 137.21 feet to a right of way monument found; THENCE South 64 degrees 44 minutes 37 seconds East a distance of 488.20 feet to a right of way monument found; THENCE South 45 degrees 39 minutes 18 seconds East a distance of 364.33 feet to a disc found; THENCE departing said western right of way of Interstate Highway 75 South 51 degrees 23 minutes 04 seconds West a distance of 179.67 feet to a 1/2" rebar set with yellow cap stamped "COA 613" on said eastern right of way of Circle 75 Parkway, said point being the **TRUE POINT OF BEGINNING.**

Said tract contains 213,811 square feet or 4.91 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Crescent Park Tract 2:

All that tract or parcel of land lying and being in Land Lots 878 & 916 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a right of way monument found at the intersection of the western right of way of Circle 75 Parkway (right of way varies) and the northern right of way of Windy Hill Reliever (right of way varies), THENCE departing said right of way monument and proceeding along said northern right of way of Windy Hill Reliever South 66 degrees 05 minutes 11 seconds West a distance of 257.86 feet to a right of way monument; THENCE South 63 degrees 08 minutes 44 seconds West a distance of 240.07 feet to a right of way monument; THENCE South 66 degrees 06 minutes 54 seconds West a distance of 300.67 feet to a right of way monument; THENCE along a curve to the left with a radius of 690.26 feet and an arc length of 22.49 feet, said curve having a chord bearing of South 65 degrees 13 minutes 44 seconds West and a chord distance of 22.49 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE departing said northern right of way of Windy Hill Reliever North 23 degrees 59 minutes 31 seconds West a distance of 133.95 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE North 35 degrees 53 minutes 39 seconds East a distance of 196.79 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE South 82 degrees 47 minutes 47 seconds West a distance of 154.74 feet to a 1/2" rebar set with yellow cap stamped "COA 613" being the **TRUE POINT OF BEGINNING.**

THENCE from said **TRUE POINT OF BEGINNING** at 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 46 degrees 28 minutes 04 seconds West a distance of 299.90 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 83 degrees 30 minutes 01 seconds West a distance of 111.46 feet to 1/2" rebar; THENCE North 79 degrees 12 minutes 57 seconds West a distance of 150.97 feet to 1/2" rebar; THENCE North 11 degrees 16 minutes 57 seconds East a distance of 346.37 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE North 35 degrees 05 minutes 32 seconds West a distance of 37.50 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 78 degrees 47 minutes 21 seconds East a distance of 56.56 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 78 degrees 06 minutes 46 seconds East a distance of 283.31 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 28 degrees 03 minutes 21 seconds East a distance of 49.30 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613"; THENCE South 48 degrees 09 minutes 42 seconds East a distance of 99.80 feet to 1/2" rebar set with yellow plastic survey cap stamped "COA 613", said 1/2" rebar set with yellow plastic survey cap stamped "COA 613" being the **TRUE POINT OF BEGINNING.**

Said tract contains 124,252 square feet or 2.85 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their

respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

TOGETHER WITH:

Crescent Park Tract 5:

All that tract or parcel of land lying and being in Land Lots 916 and 917 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a right of way monument found at the intersection of the western right of way of Circle 75 Parkway (right of way varies) and the northern right of way of Windy Hill Reliever (right of way varies), THENCE departing said right of way monument and proceeding along said northern right of way of Windy Hill Reliever South 66 degrees 05 minutes 11 seconds West a distance of 257.86 feet to a right of way monument; THENCE South 63 degrees 08 minutes 44 seconds West a distance of 240.07 feet to a right of way monument; THENCE South 66 degrees 06 minutes 54 seconds West a distance of 300.67 feet to a right of way monument; THENCE along a curve to the left with a radius of 690.26 feet and an arc length of 22.49 feet, said curve having a chord bearing of South 65 degrees 13 minutes 44 seconds West and a chord distance of 22.49 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE departing said northern right of way of Windy Hill Reliever North 23 degrees 59 minutes 31 seconds West a distance of 133.95 feet to a1/2" rebar set with yellow cap stamped "COA 613"; THENCE North 35 degrees 53 minutes 39 seconds East a distance of 196.79 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE North 64 degrees 05 minutes 29 seconds East a distance of 683.34 feet to a 1/2" rebar set with yellow cap stamped "COA 613" at said western right of way of Circle 75 Parkway; THENCE proceeding along said western right of way of Circle 75 Parkway South 23 degrees 33 minutes 57 seconds East a distance of 123.61 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE South 00 degrees 48 minutes 33 seconds West a distance of 17.78 feet to a 1/2" rebar set with yellow cap stamped "COA 613"; THENCE along a curve to the left with a radius of 261.00 feet and an arc length of 107.91 feet, said curve having a chord bearing of South 11 degrees 02 minutes 05 seconds East and a chord distance of 107.14 feet to a point, said point being the **TRUE POINT OF BEGINNING.**

Said tract contains 190,527 square feet or 4.37 acres.

The above described property is shown on an ALTA/ACSM Land Title Survey for B.F. Saul Company, BRED Co., LLC, Circle 75 Maintenance Association, Inc., and each of their respective successors and assigns, and First American Title Insurance Company, dated October 25, 2013, last revised January 23, 2014, prepared by Travis Pruitt & Associates, Inc.

EXHIBIT E

SITE – DEPICTION

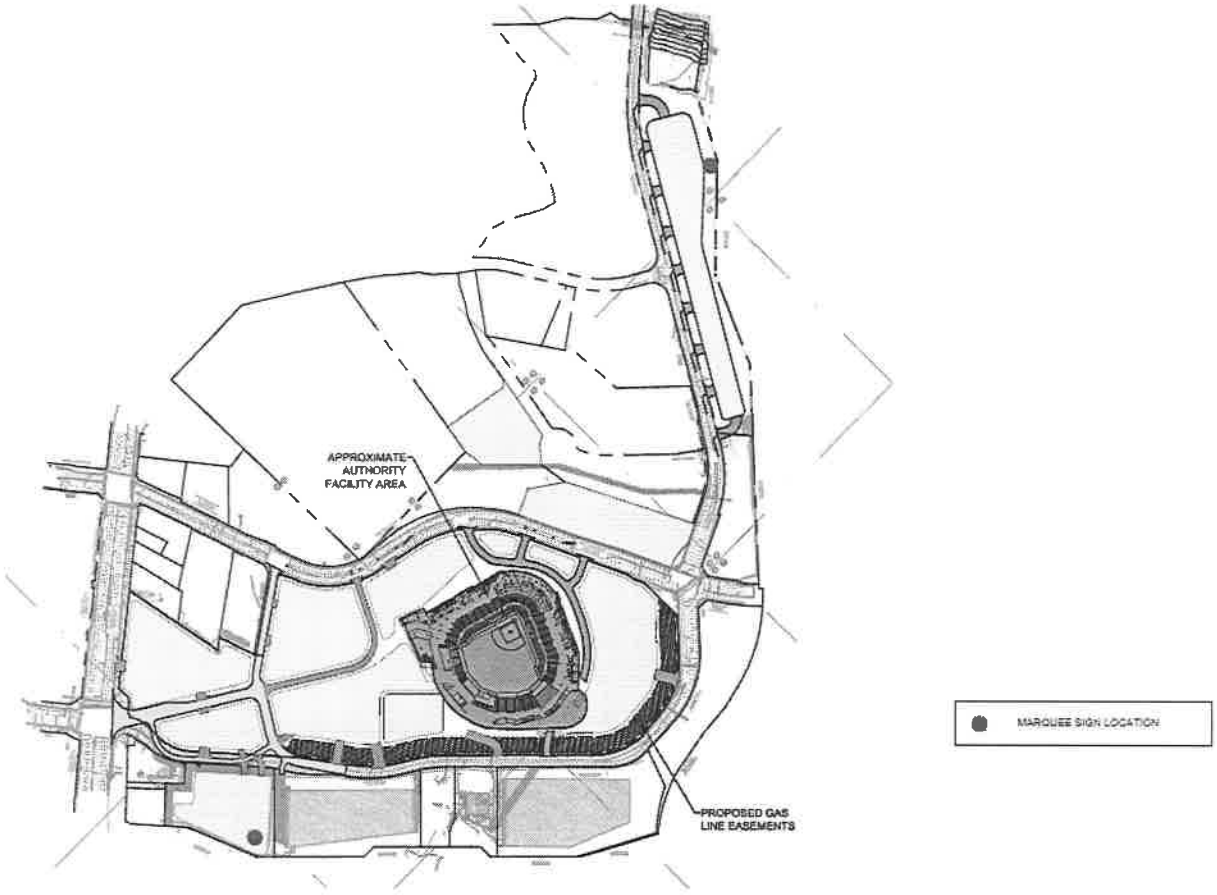


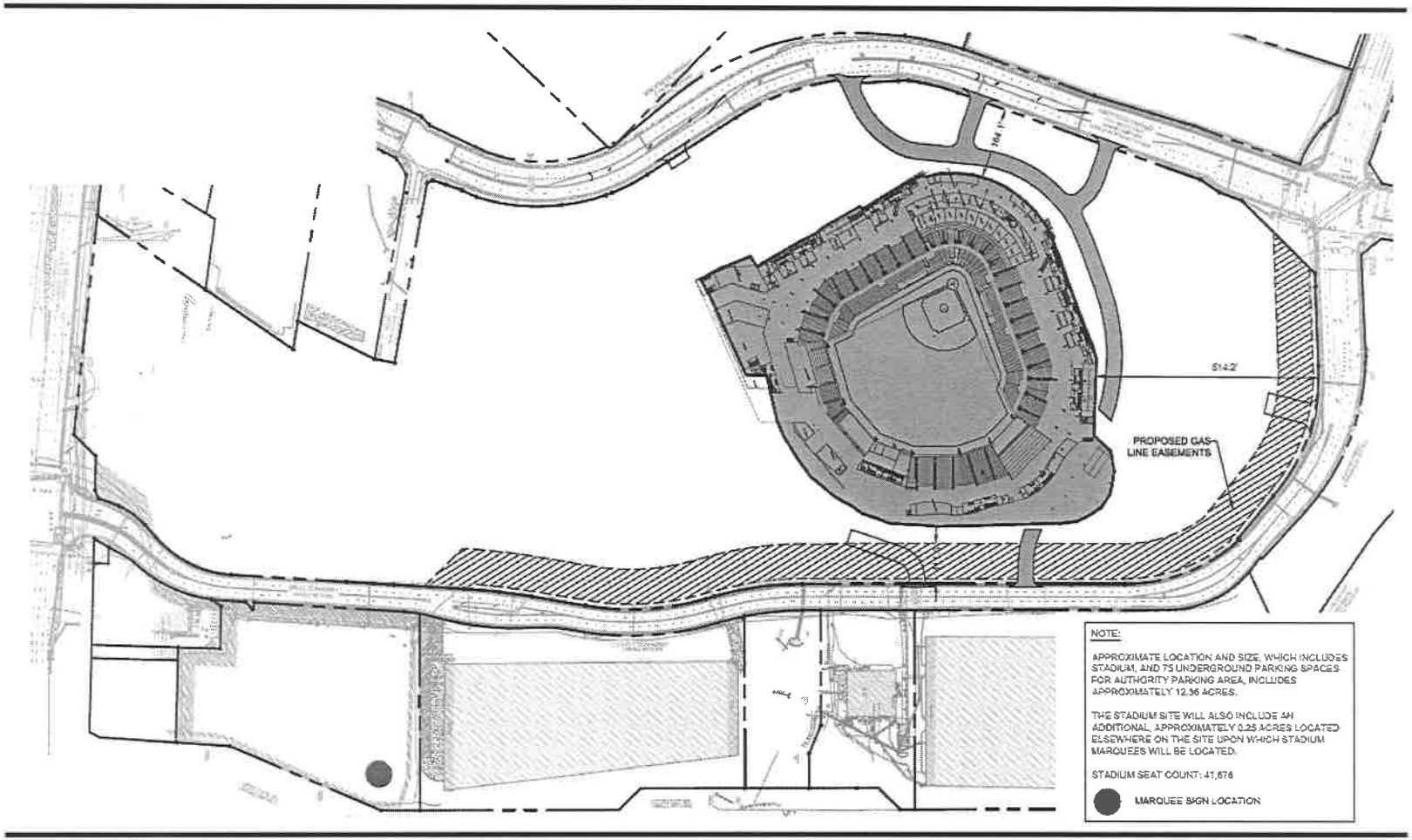
EXHIBIT E
SITE DEPICTION 82 ACRES

Kimley»Horn 09212014

* Subject to Change

EXHIBIT F

STADIUM SITE – DEPICTION



* Subject to Change

EXHIBIT G

ANLBC STADIUM PROPERTY SCHEDULE

FIXTURES AND EQUIPMENT INCLUDING:
Furniture and Furnishings
Scoreboards and Audio Visual
Food Service Equipment and Appliances
Telecommunication and Network Equipment
Office Equipment
Seating
Sports Field Turf and Drainage
Sporting Equipment
Signage
Locke Room and Medical Equipment
Other IRC Section 1245 Personal Property

LEASEHOLD IMPROVEMENT PROPERTY INCLUDING:
Millwork and Lockers
Specialty Doors
Carpet and VCT
Decorative Metal
Wall Covering (Vinyl, Fabric, Wallpaper)
Suite Leasehold Improvements
Locker Room, Training, and Medical Facilities Improvements
Box Office Leasehold Improvements
Other IRC Section 1245 Personal Property

ELECTRICAL, MECHANICAL, AND PLUMBING SERVICES TO THE FOLLOWING:
Sports Lighting
Food Service Equipment and Appliances
Decorative Interior Lighting
Other Stadium Specific Machinery and Equipment
Vending/Concession/Box Office Equipment
Office Equipment
Telecommunications and Network Equipment
Training and Medical Equipment
Locker Room Furnishings and Equipment
Other IRC Section 1245 Personal Property

EXHIBIT H

TRANSPORTATION AND INFRASTRUCTURE PLAN

Roadway Improvements:

Proposed Windy Hill Diverging Diamond Interchange and corridor Improvements extending from U.S. 41 to Powers Ferry as currently designed pending funding approval.

GDOT funded Northwest Corridor I-75 Managed lanes from I-285 north to the I-575 split and from I-575 to Hickory Grove Road and on I-575 from I-75 to Sixes Road, as currently under construction.

Transportation Improvements:

Cumberland Circulator connecting to existing Route 10 and future Arterial Rapid Transit as well as operating on the proposed Pedestrian/Transportation Bridge with scope and budget to be approved and subject to best efforts to obtain funding for design and construction.

Pedestrian Improvements:

Proposed potential Pedestrian/Transportation only bridge spanning across I-285 from the Galleria area across I-285 to the Site near US 41/I-75/I-285, subject to best efforts to obtain funding for design and construction.

Additional sidewalk Improvements throughout the Site supporting the Stadium site, subject to best efforts to obtain funding for design and construction.

Other:

In-house traffic study to be provided by the County

Wayfinding plan and directional signage per approved plan to be provided by the County

Note: The Parties acknowledge that the listing above is conceptual only and the referenced items are subject to funding as other projects are considered.

SCHEDULE 1.1

LIST OF AGL AND COLONIAL PIPELINE DOCUMENTS

1. Colonial Relocation Agreement
2. Colonial Preliminary Engineering Agreement
3. Colonial Encroachment Agreement
4. Colonial Materials Reimbursement Agreement
5. New Easement Agreement

6. AGL Relocation Agreement
7. AGL Preliminary Engineering Agreement
8. AGL Encroachment Agreement
9. AGL Materials Reimbursement Agreement
10. New Easement Agreement

SCHEDULE 1.2

SCHEDULE OF STADIUM PROGRAM DOCUMENTS

Stadium Program Document

Program Area	Capacity	* Area	Unit	Comments
Spectator Seating	**41,500**	**239,000**	sf	Both Premium and General Seating
Lower Bowl Seating	11,000	75,000		
Mid Level Bowl Seating	7,500	59,000		
Upper Bowl Seating	15,000	75,000		
Outfield Seating	5,000	30,000		
Standing Room Positions	3,000	-		Not in seating Count
Suites/Clubs	**40-45**	**59,500**	sf	Includes individual/party/hospitality suites
Private Suites	35-40	18,500		On two levels
Party Suites	6	8,000		Sold by game as group sales
Premium Clubs		33,000		Club Space for Premium Seating
Spectator Facilities		**106,500**	sf	Toilets, Concessions & other fan amenities
Public Toilets (Female/Male)	647 fixt's	32,500		On Public Concourses
Family Toilets	8	550		Distributed on each level
Club/Suite Toilets	73 fixt's	4,000		Limited Access
Concessions Stands	295 POS's	28,450		Standard and Specialty Stands
Guest Services		5,500		Information, First Aid etc.
Restaurants/Dining	10	22,000		Various styles and locations
Retail Sales	14	13,500		Brand and Team sales
Ticketing/Turnstiles		**5,250**	sf	Ticket/Entry Sales and Administration
Ticket Sales	20 windows	750		Distributed around Ballpark
Entry Turnstiles	58			Near Ticket Sales, Security Checks
Ticketing Administration		3,500		Management
Support		1,000		Call Centers, counting rooms
Administration/Conf. Ctr		**75,000**	sf	Team Administrative spaces
Team Offices		45,000		Year round staff and Exec's
Museum		10,000		Public viewing
Conference Center		20,000		Year round meeting facility
Team Facilities		**55,000**	sf	Team Clubhouses and support
Home Team Clubhouse		23,800		Lockers, training, lounge etc.
Family Lounge	1	1,000		Family/Friends waiting area

Home Batting Tunnel		3,200		Two Tunnels
Home Dugout		1,800		Dugout, tunnel, toilet
Visitor's Clubhouse		11,000		Lockers, training, lounge etc.
Visitor's Batting Tunnel		1,600		One Tunnel
Visitor's Dugout		1,750		Dugout, tunnel, toilet
Auxiliary Clubhouse		4,000		For Special sporting events
Dressing Rooms	3	600		Entertainers, mascots
Bullpens	2	5,000		Home and visitors
Umpires		1,250		Lockers, lounges
Media Facilities		**8,750**	sf	Press Box and Media support
Broadcast Booths	8 booths	1,600		3 TV, 5 Radio
Writing Press	90 Stations	2,000		Tiered work stations for 90
Visiting GM Booth	1	175		Visiting GM and Staff
Audio Visual Control/Product.		1,900		Game electronic media
Media Support		3,075		Interview, dining, tlts, etc.
Food/Retail Support		**47,750**	sf	Storage, Administration and Preparation
Commissaries		22,500		Food Storage and prep
Kitchens	5	11,900		Final Food prep
Pantries	4	2,000		Distributed food distribution
Food Administration		4,140		Food Management
Retail Warehouse		4,000		Storage
Staff Support		3,210		Sales and preparation staff
Operations/Maintenance		**63,250**	sf	Building & Field Operations/Maintenance
Operations Offices		3,400		Engineering and Operations
Staff Support		13,640		Full time and game staff
Maintenance Support		17,000		Shops, Storage, etc.
Storage		11,440		Departmental Storage
Groundskeeping		11,400		Field Maintenance
Building Security		6,370		Team, contracted and Police
Circulation		**290,750**	sf	Patron and service circulation
Service Tunnel		40,000		Field Level service circulation
Public Concourses		182,250		Main and Upper Circulation
Club Concourses		27,500		Premium Patron Circulation
Vertical Circulation		41,000		Elevators, Stairs, Escalators
Building Systems		**26,000**	sf	Mechanical and Information Systems
MEP Rooms				Mechanical, electrical, Plumbing
Telecom Rooms				

DAS Room				Distributed Antenna System (WIFI)
Data Center				
Docks/Parking		**44,000**	sf	Delivery docks and Team parking
TV Truck Docks	6	10,000		(6) 25' wide parking stations
Delivery Docks	3	4,000		(3) delivery docks and ramp
Trash Docks	4	3,000		Compactors
Player/Coach/Exec. Parking	75	27,000		75 spaces in Ballpark
Misc. spaces, walls, shafts		**123,000**	sf	Miscellaneous area not in above
TOTAL BALLPARK AREA		**1,143,750**	sf	1,100,000 SF is Program Target
* Spaces and categories currently have a 5% margin for error and are being reviewed to reach Target for Total SF				