

**MINUTES
GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY BOARD ROOM
JULY 31, 2018
12:30 p.m.**

The following twelve out of fifteen Board members were present:

Steve Adams
David Allen
Stan Conway
Brian Daniel
Glenn Hicks
Bill Jones
Tim Lowe

Andrew MacCartney
Bill Rice
Brian Robinson
Bill Russell
Doug Tollett

Vice Chair Russell called the meeting to order at 12:30 p.m.

A motion to approve June 26, 2018, meeting minutes was made by Andrew MacCartney, seconded by Doug Tollett, and unanimously approved.

JUNE FINANCIAL REPORTS

Frank Poe, Executive Director, called on Janet Arsenault for the review of the June 2018 financial reports.

JULY 4 CELEBRATION RECAP

Erik Waldman, Senior Director of Client and Guest Services provided the Board with a brief recap of the 4th of July Celebration which was held this year on International Plaza.

ORANGE DECK UPDATE

Ty Holliday, Project Manager with GSFIC and Mark Carter, Principal with tvsdesign, provided the Board with a detailed status update on the Orange Deck project.

FALCONS LICENSE OF LEVY LOT - RESOLUTION

A motion to approve a resolution essentially to accept the business terms as stated allowing Stadco to utilize the Magnum Storage Lot was made by David Allen, seconded by Glenn Hicks and unanimously approved. A copy of the Resolution is attached hereto as Exhibit A.

PERSONNEL COMMITTEE REPORT

The Board received a report from Chairman Glenn Hicks.

A motion to move into Executive Session for the purpose of discussing and deliberating upon the employment, compensation, and periodic evaluation and rating of a public officer or employee

under O.C.G.A. 50-14-3(b)(2) was made by Tim Lowe, seconded by Bill Jones and unanimously approved.

The regular GWCCA Board of Governors meeting reconvened at 1:45

A motion to adopt the GWCCA Personnel Committee recommendations listed below was made by Doug Tollett, seconded by Stan Conway, and unanimously approved.

- 1) To approve implementing the budgeted 3% merit based pool.*
- 2) To award the Executive Director, as per his contract, an Annual Performance-Based Compensation of 20% of his base salary for his successful FY18 performance.*
- 3) Approve a 3.0% increase in the Executive Director's base salary effective July 1, 2018.*

The next meeting is Tuesday, August 28, 2018.

With no further business to discuss, a motion to adjourn was made by Glenn Hicks, seconded by Doug Tollett, and unanimously approved.

RESPECTFULLY SUBMITTED:

APPROVED:

DEBORAH WADDY
ASSISTANT SECRETARY

BRIAN DANIEL
SECRETARY

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING LICENSE AGREEMENT GRANTING TO
ATLANTA FALCONS STADIUM COMPANY, LLC
USE OF MANGUM STORAGE LOT**

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate its campus and facilities (the "Project"), in whole or in part, directly or under contract with the Department of Economic Development or others, and engage in such other activities as it deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the Project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the Project or visiting the state or who may use the Project or visit this state; and

WHEREAS, pursuant to O.C.G.A. § 10-9-14(a), the Authority is authorized to fix rentals, fees, prices, and other charges which any concessionaire, franchisee, or vendor shall pay to the Authority for the use of the Project or the facilities or part thereof or combination thereof, and for the goods and services provided by the Authority in connection with such use, and to charge and collect the same, and to establish and to perform and pay any obligations established under such other terms, conditions, and considerations as the Authority and any such concessionaire, franchisee, or vendor shall determine necessary or appropriate, provided that such rentals, fees, prices, and other charges shall be so fixed and adjusted in respect to the aggregate thereof from the Project or facilities so as to be reasonably expected to provide a fund sufficient with other revenues of the Project and funds available to the Authority, if any, to pay the cost of acquiring, constructing, equipping, maintaining, repairing, and operating the Project or facilities including the payment of indebtedness and the payment and performance of contractual obligations incurred or undertaken, and the establishment of reserves for indebtedness and other costs; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(b)(5) and (6), the Authority shall have the power to make all contracts and to execute all instruments necessary or convenient to its purposes and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(b)(12) and (13), the Authority shall have the power to exercise any power usually possessed by private corporations performing similar functions which is not in conflict with the Constitution and laws of the State of Georgia and to do all things necessary or convenient to carry out the powers expressly given in Chapter 9 of Title 10 of the Official Code of Georgia Annotated; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the Project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the Project; and

WHEREAS, Atlanta Falcons Stadium Company, LLC (“the Team”) has communicated to the Authority a proposal under which the Team would license use of an unimproved tract on the Authority’s campus for the purpose of making improvements to and using the tract for surface parking and other uses as approved by the Authority; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Executive Director is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority’s facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that:

The Executive Director expressly is authorized to continue to negotiate with the Team regarding the terms and conditions of a proposed license agreement granting to the Team the right and duty to make improvements to and use the tract for surface parking and other uses authorized by the Authority. Moreover, in case those negotiations are successful, then the Executive Director is authorized, though not required, to take such actions and to execute and deliver such documents as may be necessary or appropriate to effect the agreement (which agreement would be in substantially the same format as the copy attached as Exhibit A), but only so long as such agreement complies with applicable law and, in the judgment of the Executive Director, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices. In any event, any such agreement may not exceed a term of ten (10) license years.

ADOPTED this 31st day of July, 2018.

Bill Russell, Vice-Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Dale Aiken, Assistant Secretary

{Authority Seal}

EXHIBIT A

A form of the Mangum Storage Lot License Agreement follows this page.
(24 Pages)

GEO. L. SMITH II
GEORGIA WORLD CONGRESS CENTER

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter referred to as "Agreement", is made and entered into as of _____, 2018 ("Commencement Date"), by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY ("the Authority"), an instrumentality of the State of Georgia created under authority of Chapter 9 of Title 10 of the O.C.G.A. whose address is 285 Andrew Young International Boulevard, N.W., Atlanta, Georgia 30313-1591, and ATLANTA FALCONS STADIUM COMPANY, LLC (the "Licensee"), a Georgia limited liability company whose address is 4400 Falcon Parkway, Flowery Branch, Georgia 30542.

WITNESSETH:

That in consideration of the mutual agreements set forth in this Agreement:

1 GENERAL PROVISIONS:

1.1 Grant of License. The Authority hereby grants to Licensee, and the Licensee hereby accepts and agrees to exercise, a non-exclusive license for access to common areas of the campus of the Geo. L. Smith II Georgia World Congress Center (hereinafter "Center") made available to Licensee and an exclusive license to use the premises depicted on Exhibit A containing approximately 40,548 square feet, which Exhibit A is attached hereto and incorporated herein.

The described premises depicted on Exhibit A are individually and collectively referred to as the "Premises."

1.2 Permitted Use. The Licensee shall have access to the campus and shall use the Premises for the uses set forth in Exhibit B attached hereto and for no other purpose.

1.3 Term. The Agreement shall be for the term set forth in Exhibit C attached hereto.

1.4 Fee. Licensee shall pay to the Authority a fee ("License Fee") for the license granted hereunder as set forth in Exhibit D attached hereto.

1.5 Completion of Premises. The initial and any subsequent improvements to the Premises are governed by Exhibit E attached hereto, except that Exhibit E does not apply to existing improvements shown on Exhibit A-1 but does apply to any modification of those improvements.

1.6 Terms and Conditions. The terms and conditions of this Agreement are further provided in Exhibit F attached hereto.

1.7 Rules and Regulations. Licensee shall conduct its operations in accordance with the Authority's rules and regulations set forth in Exhibit G attached hereto. The Authority may add to or modify its rules and regulations where, in its good faith judgment, such changes further the safe and orderly operation of the Center.

1.8 Additional Terms. Any special stipulations which add to or modify this Agreement will be set forth in Exhibit H attached hereto, and signed by the Authority and Licensee.

1.9 Notices. The addresses of the Authority and the Licensee for the purpose of notices required hereunder are as follows:

To Authority:

Geo. L. Smith II Georgia World Congress Center Authority Attn: Executive Director
285 Andrew Young International Boulevard, NW
Atlanta, Georgia 30313-1591

To Licensee:

Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attn: Gregory G. Beadles

1.10 Exhibits. The Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Agreement, the Exhibits shall control.

IN WITNESS WHEREOF, the Authority and Licensee have duly executed this Agreement as of the day and year first above written.

AUTHORITY:

LICENSEE:

GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY

ATLANTA FALCONS STADIUM
COMPANY, LLC

BY: _____
ITS: Executive Director or Chief
Commercial Officer

BY: _____
ITS: Executive Vice President, Chief
Administrative and Financial Officer

{SEAL}

{SEAL}

EXHIBIT A

The Authority grants to Licensee and Licensee accepts and agrees to exercise an exclusive license to use the Premises containing approximately 40,548 square feet and depicted below:

[insert depiction of Premises tract]

EXHIBIT A-1

The Authority grants to Licensee and Licensee accepts and agrees to exercise an exclusive license to use the Premises containing approximately 40,548 square feet and depicted below:

[insert description of improvements including the right to construct and maintain the surface for parking, sidewalks, curbing, lighting, retaining walls, landscaping inclusive of tree planting, and related hardscape and softscape improvements to be made to Premises]

EXHIBIT B

PERMITTED USES

Licensee shall use the Premises for the following purposes and no other:

The Licensee is authorized and obligated to use the Premises to facilitate, support, accommodate and effect the improvement by the Licensee at the Licensee's sole cost and expense of the Premises (the "Improvements"), including the right and obligation to construct and maintain the surface for parking, sidewalks, curbing, lighting, retaining walls, landscaping inclusive of tree planting, and related hardscape and softscape improvements within the Premises being more particularly described on Exhibit A-1 attached hereto and incorporated herein; and

Additionally, after the Improvements have been effected pursuant to this Agreement Licensee may use the Premises for off-site parking for Licensee's employees during work hours.

PROVIDED however that in any event Licensee may not use the Premises for any purpose which, in the sole and absolute discretion of the Authority, adversely affects the safe and orderly operation of the Authority's facilities or any of them.

EXHIBIT C

TERM

The term of this Agreement shall begin on the Commencement Date, and unless earlier terminated, expire on June 30, 2028.

The period beginning on the Commencement Date and ending the following June 30 is the initial "License Year."

Each subsequent twelve month period beginning July 1 and ending the following June 30 is a License Year.

Prior to the commencement of operations in the Premises under this Agreement, in accordance with Exhibit E, Licensee shall obtain the Authority's approval of Licensee's plans and specifications for the construction, repair, remodeling, alteration, or reconstruction of the Premises, complete the work required by the plans and specifications, and the Authority shall give notice to the Licensee that the Licensee may commence operations in the Premises as described in Exhibit B.

As provided in this Agreement, including Paragraph 6.2 of the Terms and Conditions of Exhibit F, the Authority may terminate this Agreement at any time and for any reason at its sole discretion by giving to the Licensee written notice of the election to terminate on a date stated in the written notice, which date of termination shall be not less than 120 days after the day notice is given of the Authority's election to terminate.

EXHIBIT D

LICENSE FEES

In lieu of a monthly license fee, Licensee shall be required to effect the Improvements at Licensee's sole cost and expense. The Improvements shall be an accretion to, and shall enhance both in respect of aesthetics and function, the Authority's campus, at no cost to the Authority. The Authority and the Licensee anticipate but do not guarantee that by effecting the Improvements, the Authority may enjoy an increase in revenue opportunities in addition to other tangible and intangible benefits.

EXHIBIT E

CONSTRUCTION AND ACCEPTANCE OF PREMISES

1 LIMITATION. No construction, repair, remodeling, alteration, or reconstruction shall be undertaken within the Premises except in accordance with plans and specifications approved by the Authority in writing. The plans and specifications shall conform to the criteria which are part of this Exhibit E.

2 PLANS AND SPECIFICATIONS.

2.1 Licensee shall submit to the Authority plans and specifications in such detail as the Authority may reasonably request, describing the improvements to the Premises proposed by Licensee, including the fixtures and equipment proposed to be installed showing the utility service requirements therefor and the proposed points of connection.

2.2 The plans and specifications shall comply with all governing statutes, rules, regulations, ordinances, codes and insurance rating requirements, including, without limitation, the most recent revisions of: the Georgia State Building Code; N.F.P.A. Life Safety Code, Metro Area Edition; the Georgia State Electrical Code; the Georgia State Plumbing Code; the Americans With Disabilities Act; and all applicable statutes, rules, regulations, ordinances, codes and requirements governing the receipt, handling, storage, use and disposal of any materials which will be brought into, generated within or disposed of from the Premises.

2.3 The plans and specifications shall bear the seal and certificate of an architect or a registered professional engineer, licensed to practice in the State of Georgia, stating that the plans and specifications have been prepared in accordance with the criteria which are a part of this Exhibit E.

2.4 The plans and specifications shall specifically and separately delineate those improvements, if any, which Licensee proposes that the Authority shall construct on behalf of the Licensee and those which Licensee proposes to construct for itself. With respect to such proposed plans and specifications:

2.4.1 The Authority may, in its sole and absolute discretion, accept or reject Licensee's proposal that the Authority shall construct work on behalf of Licensee.

2.4.2 The Authority may require that any work proposed to be performed by Licensee shall be performed by the Authority.

2.4.3 In any event, the Authority shall not be required to commence any work and the Licensee shall not be authorized to commence any work in the Premises until the Authority has approved such plans and specifications in writing.

2.5 Approval by the Authority of plans and specifications prepared by Licensee does not constitute approval, adoption, or confirmation of the Licensee's design or the adequacy thereof, including the adequacy to satisfy the criteria set forth in this Exhibit E. Licensee shall at all times remain responsible for, and indemnify and hold the Authority harmless from, any error or inadequacy in its design.

In the event the Authority shall fail to approve plans or specifications within thirty (30) days after the receipt of such plans and specifications, either party may without further liability cancel this Agreement.

3 CONSTRUCTION.

3.1 Upon approval by the Authority of the plans and specifications, Licensee shall promptly submit to the Authority with respect to the specific delineation of any work to be done by Licensee (i) the name of the Licensee's proposed contractor, (ii) the form of contract which Licensee proposes to execute with its contractor, (iii) the Licensee's estimate of time of completion of the Licensee's work, confirmed by its contractor and (iv) the Licensee's budget for such work, confirmed by Licensee's contractor. Upon the Authority's written acknowledgment of such items, Licensee shall be authorized to commence work.

3.2 With respect to any work performed by Licensee or Licensee's contractor, Licensee shall coordinate the performance of such work including checking, storage and distribution of materials and the access, schedule and activities of workmen with the Authority and any contractor of the Authority and any other licensee of the Authority or such licensee's contractor then performing work on the Premises. The Authority shall have the right to direct the coordination of respective activities of the Licensee and its contractor and of the Authority and its contractor and other licensees and contractors.

3.3 If the Authority is to perform any work, then upon approval by the Authority of the Licensee's plans and specifications, the Authority shall provide to the Licensee an estimate of the cost of the work required of the Authority thereby. Upon request by the Authority, Licensee shall promptly deposit with the Authority an amount equal to one-hundred ten percent (110%) of such estimate.

Upon deposit with the Authority of the sums required hereunder, the Authority shall promptly and diligently proceed with the commencement and completion of the work required by the Authority approved plans and specifications on its part to be performed.

Upon completion of the work performed by the Authority, the Authority shall give written notice to the Licensee that it has completed its work. Upon its receipt of such notice, Licensee shall, at Licensee's expense, cause the architect or engineer who certified Licensee's plans and specifications to inspect the Authority's work and to give written notice to the Authority of any deficiency or omission therein. No claim shall be thereafter asserted against the Authority with respect to any deficiency or omission not specifically delineated in such notice.

The Licensee shall pay to the Authority for any work of the Authority performed by the Authority under the plans and specifications approved by the Authority an amount equal to one-hundred ten percent (110%) of the actual costs incurred by the Authority for labor and materials and services in the performance of the work required by the plans and specifications which is performed by the Authority with its own forces and an amount equal to the contract price paid by the Authority to others for the performance of such work. The Authority shall be authorized to draw against the deposit made with it by the Licensee and upon completion of the Authority's work the Authority shall submit to Licensee a final invoice for the amount due the Authority. If such final invoice reflects that the deposit exceeded the amount due the Authority, the Authority shall promptly refund the excess deposit to the Licensee. If such invoice reflects that the amount due the Authority exceeds the deposit made by the Licensee with the Authority, then the Licensee shall promptly remit such deficient amount to the Authority.

3.4 Before commencement of any work Licensee is required to perform under the plans and specifications approved by the Authority, the Licensee shall provide, or cause its contractor to provide: (i) a public liability insurance policy insuring Licensee, its contractor, and the Authority, as named insureds, against any liability which may arise on account of such work, such insurance policy to be in such form and amounts as the Authority may require, and which shall include "completed operations coverage"; (ii) a payment bond issued by a surety authorized to transact a surety business in the State of Georgia, in such form and amount as the Authority shall reasonably require, securing the obligation of the Licensee and the Licensee's contractor to pay when due all liabilities incurred by the Licensee or Licensee's contractor for labor or materials used in connection with such work; and (iii) a performance bond, issued by a surety company authorized to transact a surety business in the State of Georgia, in such form and amounts as the Authority shall reasonably require, securing the obligation of the Licensee and the Licensee's contractor to perform the work required of the Licensee hereunder. The bonds required hereunder shall permit enforcement thereof by the Authority. When the Licensee shall have complied with its obligations hereunder, the Authority shall give written notice to the Licensee of its authorization to proceed and upon the giving of such notice, the Licensee shall promptly and diligently proceed with the commencement and completion of the work required of the Licensee by the plans and specifications approved by the Authority.

3.5 The Licensee shall require that the architect or engineer who prepared the approved plans and specifications to perform construction administration services with respect to any work performed by Licensee. The Authority may require that an Authority architectural representative observe and inspect the work performed by Licensee or by the Authority during the course of such work. The Licensee shall reimburse the Authority for fees paid by the Authority to its architectural representative for such services.

3.6 Upon completion of all work required by the plans and specifications, the Licensee, at Licensee's expense, shall cause the architect or engineer who certified Licensee's plans and specifications to inspect the work and certify to the Authority that the work has been completed in accordance with such plans and specifications.

4 Upon completion of all work required by the plans and specifications, Licensee shall proceed to complete all other preparations for the commencement of operations in the Premises. When Licensee is ready to commence operations, Licensee shall give written notice to the Authority. The Authority shall have the right to inspect the improved Premises. If the Authority is satisfied that the Licensee is ready to commence operations, the Authority shall then give notice to the Licensee that the Licensee may commence operations in the Premises.

5 By occupying the Premises, Licensee shall be deemed to have acknowledged that the Authority has complied with all of their respective covenants and obligations with respect to the construction or improvement of the Premises, except for defects in any work performed by the Authority which are latent at the time the Premises are occupied.

6 In the event of any dispute concerning work performed or required to be performed in the Premises by the Authority or Licensee, the matter in dispute shall be submitted to the Authority's designated architectural representative for determination and the representative's determination with respect thereto shall be binding on the Authority and Licensee.

7 The Authority shall be authorized to designate an architectural representative for the purpose of reviewing plans and specifications submitted by the Licensee and inspecting work performed by the Licensee or the Authority thereunder. The Licensee shall reimburse the Authority for the fees paid by the Authority to its architectural representative for such services. The Authority will designate such representative by written notice to the Licensee.

EXHIBIT F

TERMS AND CONDITIONS OF AGREEMENT

1 SCOPE OF LICENSE.

1.1 Common Areas. All common areas of the campus shall be subject to the exclusive control of the Authority. The Authority may issue rules and directives with respect to use of the common areas applicable generally or to Licensee. The Authority may withdraw all or any part of such common areas generally or from Licensee's use. The Authority may establish the point of Licensee's access to the campus and the route of Licensee's access through the common areas. Common areas which are made available to Licensee may also be made available by Authority for concurrent use by others. The Authority may coordinate and schedule Licensee's access and use of common areas with access and use of such areas by the Authority and others. The Authority may give preference to use of the common areas to Authority's convention, trade show and other event users of the campus. Common areas and other common facilities made available to Licensee shall be used solely for the purpose of Licensee's obtaining access to and from the Premises, including the movement of Licensee's property into and from the Premises. Licensee may not use the common areas or common facilities for any other purposes. Without limitation, Licensee may not conduct the operations described in Exhibit B within or from the common areas.

1.2 Access. Licensee shall have access to the Premises and to common areas of the campus for access to the Premises during the normal operating hours established by the Authority. With the prior written approval of the Authority, Licensee may have access to the Premises and to the common areas for access to the Premises during other periods. Except as otherwise authorized the Licensee shall not have access to any portions of the campus, except the Premises and use of common areas for access to the Premises. Licensee does not have the authority to admit, and Licensee shall not admit, any person to the Center other than Licensee's employees and other personnel engaged in the operations described in Exhibit B within the Premises, or providing services to Licensee within the Premises in furtherance of such operations. Authority may condition access by Licensee and Licensee's employees and vendors on compliance with Authority credentialing procedures.

1.3 Use by Others. The Authority has the exclusive authority to, and may, according to its sole and absolute discretion, use and permit others to use and obtain access to the campus and to use all areas and the facilities other than the Premises. Licensee shall not interfere with the rights of the Authority or the use and enjoyment of the campus by the Authority or by any other person permitted to use the campus or any part thereof, other than the Premises, by the Authority.

1.4 Concessions. Except as expressly provided in this Agreement, the Authority specifically reserves, in addition to all other rights not expressly conveyed by this Agreement, any and all concessions. Except as expressly provided in this Agreement, neither Licensee nor any person acting under its authority shall sell, serve or dispense any concession products or bring onto the campus any concession products or exercise any concessions without the prior express written approval of the Authority.

2 THE PREMISES.

2.1 Inspections. Prior to the signing of this Agreement, Licensee has conducted, or has had an opportunity to conduct, such inspection of the Premises as Licensee has determined necessary to ascertain the condition of the Premises.

2.2 Condition of Premises. The Premises are licensed, and Licensee has accepted the Premises for use under this Agreement, AS IS.

2.3 Layout of Premises. Licensee is affirmatively obligated to effect improvements and place facilities within the Premises in accordance with a layout of the Premises approved by Authority and the requirements set forth in Exhibit E. Licensee shall not place any facilities within the Premises except in accordance with such approval

and the requirements of Exhibit E. Licensee shall submit to Authority a proposed layout to Authority for Authority's written approval. The Authority's approval shall not be unreasonably withheld or delayed. Licensee shall not materially alter the layout of the Premises approved by the Authority without its further approval, which approval shall not be unreasonably withheld or delayed.

2.4 Certificate of Occupancy. Licensee shall obtain all necessary licenses, permits or certificates necessary to permit Licensee to occupy and conduct its operations within the Premises.

2.5 Authority ADA Obligations. The common areas and Premises as made available to Licensee shall comply with the Americans with Disabilities Act ("ADA") in the condition in which the common areas and Premises are made available. If the Premises, or any of the common areas made available to Licensee is claimed by Licensee not to comply with the ADA or Licensee receives a claim that those matters do not comply, Licensee shall give prompt written notice to Authority of such claimed non-compliance. Authority shall not be required to remove any architectural or communications barrier which is structural in nature prior to or in connection with the permitted use by Licensee of the Premises or common areas, except to the extent Authority is otherwise required to do so by the ADA.

2.6 Licensee ADA Obligations. Licensee shall ensure that Licensee's activities on the campus, including Licensee's facilities, improvements, and any adaptation of the Premises for Licensee's operations under this Agreement, comply with the ADA. Licensee is required to adapt its activities to the existing condition of the Center and the Premises and to existing limitations of goods or services provided by Authority. If the Premises or Licensee's operations within the Premises are claimed by Authority not to comply with the ADA or Authority receives a claim that those matters do not comply, Authority shall give prompt written notice to Licensee of such claimed non-compliance. Licensee shall not be required to remove any architectural or communications barrier which is structural in nature.

2.7 Licensee Maintenance and Repairs. Licensee shall keep and maintain any wall or floor coverings, ceiling tiles and similar materials, facilities, and improvements effected or placed by Licensee in the Premises, in good order, condition and repair.

2.8 Repairs by Authority. The Authority may repair or replace, and within a reasonable period after receipt of written notice from Licensee of the need therefor, the Authority shall repair or replace the floor and walls forming the Premises as originally provided by Authority (excluding any wall or floor covering or ceiling materials or other temporary facilities installed by Licensee or made available in the Premises by the Authority), and where necessary to permit Licensee to conduct its operations under the license, the campus, including electrical systems, heating, air conditioning, plumbing, pipes and conduits serving the Premises. The Authority may require that the Authority shall perform all or any part of the work required to repair or replace wall or floor coverings, ceiling materials, or temporary facilities placed by the Licensee or made available in the Premises by the Authority. If the Authority performs any work to repair installations made by Licensee or made available in the Premises by the Authority, the Authority may charge Licensee for the cost of the labor (including supervision), materials, overhead, and contracted goods or services to provide such repairs or replacements.

2.9 Damage by Licensee. Where Authority repairs or replacements are made necessary by any act or omission of Licensee or any person admitted to the Center by Licensee, other than normal wear and tear, Licensee shall pay the Authority's cost of labor and materials, including the cost of supervision, of such repairs or replacement.

2.10 Licensee Obligations Concerning Condition of Premises. Licensee shall keep the Premises and all temporary facilities in the Premises in first class condition, repair, working order, and appearance as shall be determined by the Authority in good faith but otherwise in the Authority's sole and absolute discretion. Without limiting the Authority's other rights and obligations if Licensee does not do so, the Authority may issue such general or specific directions to Licensee as to such actions which must be taken by Licensee to Licensee's obligations under this paragraph as determined by the Authority

in good faith but otherwise in the Authority's sole and absolute discretion. The Authority's determination not to provide such direction shall not relieve Licensee of Licensee's obligations under this paragraph. Licensee's failure or refusal to comply with such directions by the Authority shall be a default by Licensee.

2.11 Licensee Rights Concerning Condition of Premises. This Section governs the Licensee's exclusive remedies if (i) the Authority fails to comply with the Authority's obligations under the requirements of this Agreement concerning the condition of the Center or the Premises, (ii) the Authority unreasonably refuses to initiate repair efforts after receipt of notice from Licensee as set forth in Section 2.8, or (iii) Authority undertakes construction, remodeling, or renovation which prevents Licensee's access to and use of the Center or the Premises except as permitted in Section 2.16. If the circumstances under items (i), (ii) or (iii) impair Licensee's practical access to or use of the Premises, Licensee may terminate the Agreement provided that Licensee gives written notice to the Authority promptly. If Licensee terminates, neither party shall have any liability to the other except as stated in Section 6 of these "Terms and Conditions."

2.12 Limitation of Authority Obligations. Except as expressly set forth herein, the Authority undertakes no obligation to repair or maintain the campus or the Premises and shall have no liability to Licensee for any loss or damage which may result from any failure to maintain or repair.

2.13 Additions and Alterations by the Authority. The Authority may make improvements, alterations, or additions to or within the campus and to construct other buildings or facilities adjoining the campus.

2.14 Additions and Alterations by Licensee. Licensee may not alter, renovate or improve the Premises, alter wall or floor coverings, or ceiling materials, or temporary facilities which materially affect the appearance of the Premises, or tap into the utility system (other than through receptacles, if any, provided by the Authority for that purpose and then only for operation of equipment not exceeding the capacity of the utility system) or alter any utility system serving or made available for the Premises without Authority's prior written approval and then only in accordance with the terms and conditions of Authority's consent. All other alterations are within Authority's sole discretion. All such matters are governed by Exhibit E. The Authority's approval for the alteration of wall or floor coverings, ceiling materials, or temporary facilities shall not be unreasonably withheld or delayed, except that Authority retains sole and absolute discretion as to matters of artistic appearance. The Authority may, as a condition to such consent, require that such alterations, renovations or improvements other than to Licensee's temporary facilities be made by the Authority at Licensee's expense. No changes, alterations or improvements affecting the exterior or the structure of the Premises shall be made by Licensee. Prior to commencement of any such work permitted by Authority, Licensee shall obtain the Authority's prior written approval of Licensee's plans and specifications and shall comply with Authority's requirements for bonding, insurance and other contractor requirements. Any work done by Licensee shall be conducted in such manner and at such times as Authority may determine appropriate so as not to interfere with the use by the Authority or others of the Center.

2.15 Relocation. Authority shall have the right, without cause and, except as provided in this Agreement, without liability, to redesignate the Premises covered by the Agreement to some other portion of the campus as the Authority shall determine appropriate upon 120 days prior written notice to Licensee that the Authority has determined that such relocation is in the best interest of the Authority. In that event, the Licensee may, at its election, by notice given during such 120-day period, terminate the Agreement effective on any day within the 120-day period provided that such day is not an event day. If Licensee elects to terminate under this provision, Authority shall pay to Licensee the Licensee's unamortized cost (determined upon the amortization of the cost from the date of the expenditure over the remaining then-in force term of the Agreement) together with the cost incurred by Licensee for the removal from the Center of Licensee's property (provided, however, that in any event the Authority's liability under this provision shall not exceed the sum of \$_____).

2.16 Authority Remodeling. The Authority may from time to time undertake construction, remodeling, or renovation within the campus, including the common areas serving the Premises. Such activity may be undertaken for the purpose of repair or for the business purposes of the Authority. When required on account of such activities, the Authority may direct that Licensee may not operate at all or may operate on such conditions as may be established by the Authority to further such activity or for the safe and orderly operation of the campus. If the Authority directs that Licensee not operate on account of such construction, remodeling, or renovation and such direction is not rescinded within 120-days after the effective date of such direction, then Licensee may terminate the Agreement by written notice to the Authority effective on any day for which the direction continues following the 120-day period. If Licensee elects to terminate under this provision, Authority shall pay to Licensee the Licensee's unamortized cost (determined upon the amortization of the cost from the date of the expenditure over the remaining then-in force term of the Agreement) together with the cost incurred by Licensee for the removal from the campus of Licensee's property (provided, however, that in any event the Authority's liability under this provision shall not exceed the sum of \$_____).

3 OPERATIONS.

3.1 Required Quality.

3.1.1 The license under this Agreement has been granted by the Authority to Licensee for the purposes identified and authorized under Exhibit B. Licensee's failure to serve such purposes in a first class quality manner may damage the reputation of the Authority and its campus and the ability of the Authority to sell the use of its facilities to others. Accordingly, Licensee shall conduct its operations under the license granted by this Agreement in a first class quality manner, providing such resources and uses which Licensee is authorized to provide of the highest quality and to those who seek resources and uses efficient, courteous, and prompt service.

3.1.2 During the times during which the Premises are opened for Licensee to conduct operations, Licensee shall adequately staff the Premises and maintain an adequate inventory and resources to meet reasonably expected demand and to provide efficient and prompt service.

3.1.3 In meeting its obligations under this Section 3.1, the Licensee shall be subject to the Authority's general or specific direction as to such actions which must be taken by Licensee to meet such obligations, as determined by the Authority in good faith but otherwise in the Authority's sole and absolute discretion. Without limitation, to further the Authority's expectations concerning the quality of Licensee's operations in the Center, the Authority may require a representative of the Licensee, having responsible charge of Licensee's operations in the Center, to attend meetings called by the Authority upon reasonable notice to Licensee or scheduled meetings called by the Authority and may require Licensee to meet standards, directives, or required methods of operation, for all licensees or for this Licensee specifically, adopted by the Authority in good faith. The Authority's determination not to provide such direction shall not relieve Licensee of Licensee's obligations under this Section 3.1. Licensee's failure or refusal to comply with such directions by the Authority shall be a default by Licensee.

3.1.4 Licensee shall conduct its operations in the Premises only using such trade and service marks for Licensee's operations which have been approved by the Authority, which approval shall be given or withheld in the Authority's sole discretion.

3.2 Required Operation. Unless the Authority otherwise agrees or directs, Licensee may open and conduct its operations within the Premises during all event days within the Center unless otherwise agreed or directed by the Authority in writing. For purposes of this Agreement, an "event day" means any day, during normal operating hours of the Center, during which an event occurs at which patronage in excess of five hundred (500) persons may be reasonably anticipated or any day, during normal operating hours of the Center, the Authority in good faith in order to further purposes of the Center determines that Licensee shall operate in the Premises. The Authority shall, on a regular basis, provide to Licensee its schedule of event days.

3.3 Optional Operations. Licensee may, at its election, conduct permitted operations within the Premises during Authority's normal operating hours on days other than event days, provided that the Authority does not object to such operation.

3.4 Reserved.

3.5 Security. Licensee shall provide within the Premises security for its operations within the Premises and shall provide security for its activities within the Center incident to and accompanying Licensee's ingress and egress through the Center to the Premises as may be or Licensee deems necessary. Authority has no obligation to provide such security.

3.6 Non-Discrimination. Licensee shall not discriminate in the provision of goods or services or otherwise in the conduct of its operations under the license granted under this Agreement, including its employment and procurement practices, on the basis of race, color, creed, sex, national origin, or disability.

3.7 Operations Under Agreement.

3.7.1 The Authority:

3.7.1.1 shall have access to the Premises at all times to exercise its rights or responsibilities.

3.7.1.2 may issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Center and the Premises and as provided in Sections 3.1 and 3.2 above.

3.7.1.3 may, if Licensee fails to do so, remove any person admitted to the Center or the Premises by Licensee who fails to comply with this Agreement or whose removal from the Center the Authority in good faith believes is necessary for the safe and orderly operation of the Center or of the Premises.

3.7.2 Licensee:

3.7.2.1 shall use the Center and the Premises in a safe and orderly manner.

3.7.2.2 shall comply with Authority's regulations and directives which the Authority is authorized to issue under this Agreement.

3.7.2.3 shall conform to all governmental statutes, regulations, ordinances and directives.

3.7.2.4 shall be responsible for the safety of all temporary facilities placed in the Premises by Licensee, of all products sold or otherwise distributed by Licensee within the Premises, and of Licensee's methods of operation within the Center and the Premises.

3.7.2.5 shall obtain all licenses necessary to use or sell any patented or copyrighted matter and to use or sell any items bearing any trade or service marks or any trade name or logo, and indemnify the Authority from any liabilities, and the costs (including fees of the attorneys of Authority selected by or for it) of defending any claim of liability, whether or not valid, on account of any infringement or misappropriation of or breach of any agreement permitting the use of such items.

3.7.2.6 shall not in any way damage, deface, or alter the Center, damage or deface the Premises, or, without the prior written consent of the Authority, alter the Premises.

3.8 Taxes and Fees. Licensee shall pay all taxes and fees required to be paid by Licensee or required to be collected, remitted or paid by Licensee in connection with Licensee's operation under the license granted by this Agreement or imposed on Licensee's property used in Licensee's operation under the license granted under this Agreement.

3.9 Obstructions. Licensee shall keep the common areas immediately adjoining the Premises free from trash, litter or obstructions.

3.10 Special Events. Where required to satisfy security requirements reasonably and in good faith imposed by an event sponsor during special events, the Authority may upon request of the event sponsor, but only to the extent necessary to satisfy such security requirements:

3.10.1 impose restrictions on Licensee's operations;

3.10.2 require Licensee to cease operations under the license granted by this Agreement and exclude Licensee from the Center; and

3.10.3 if Licensee is permitted to continue operations within the Premises, require Licensee and Licensee's employees and suppliers to satisfy the event sponsor's credentialing and security requirements and require Licensee to exclude from the Center any employee or vendor of goods or services to Licensee who does not satisfy such requirements.

3.11 Exclusive Use of Premises. Nothing in Paragraph 3.10 permits Authority or an event sponsor to use the Premises without the consent of Licensee.

4 INSURANCE AND RISK.

4.1 Insurance. Licensee will procure and keep in full force without interruption the following insurance during the term of this Agreement:

4.1.1 Workers' Compensation Full Statutory Limits

4.1.2 Comprehensive General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) each person and Three Million Dollars (\$3,000,000.00) per occurrence. The policy shall include coverage of bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), and blanket contractual and products coverage.

4.1.3 Excess Liability Insurance with a limit of at least Five Million Dollars (\$5,000,000.00) per occurrence in excess of the other insurance limits required by this Agreement.

4.1.4 Each policy of insurance required under Section 4.1 shall be issued by an insurance company authorized to transact business in the State of Georgia, and shall have a rating by a recognized rating service reasonably satisfactory to the Authority. The State of Georgia (including the State Tort Claims Fund and other State-established Liability Funds), the Georgia World Congress Center Authority and their respective officers and employees shall be additional named insureds subject to the indemnification obligations of Licensee under this Agreement. Each insurer is hereby notified of the statutory requirements that the Attorney General of the State of Georgia shall represent and defend the State Indemnitees but will, without limiting the authority of the Attorney General, consider attorneys recommended by the insurance company for appointment as Special Assistant Attorneys General to represent and defend the State Indemnitees. The insurance company may, at the option of the Attorney General, have the right to participate in the defense of the State Indemnitees. In the event of litigation, any settlement on behalf of the State Indemnitees must be expressly approved by the Attorney General. Licensee will furnish the Authority with certificates of insurance as evidence of the coverage required by Section 4.1 above. Each policy shall not be subject to invalidation as to any insured by reason of any act

or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds"). Each policy of insurance required by Section 4.1 shall provide that it shall not be canceled without thirty (30) days prior written notice to Authority. If Licensee fails to provide such certificate or fails to maintain the insurance in force, in addition to other remedies available to Authority, Authority may, but shall not be required to, secure such insurance on behalf of Licensee. In that event, Licensee shall reimburse Authority for all costs of such insurance.

4.2 Property.

4.2.1 Licensee shall maintain insurance as Licensee deems advisable protecting against loss of or damage to property brought into the Center by Licensee. Authority shall have no liability for any damage to or loss of property brought into the Center by Licensee. Licensee shall look solely to such insurance as Licensee elects to obtain for protection against loss of or damage to such property.

4.2.2 Licensee shall provide to each Licensee employee, prior to such Licensee employee being assigned to the Center to provide services under this Agreement, a form clearly identifying that employee and containing the following written statement which the employee shall sign and date and return the signed acknowledged copy to Licensee, which it shall retain in its records and which shall be available to the Authority on its request:

I have been advised that I should not bring valuable items onto the property of the Georgia World Congress Center, or into the Georgia World Congress Center, or onto the property of the Georgia Dome, or into the Georgia Dome operated by the Georgia World Congress Center Authority or any of the Authority's other facilities, when I am assigned to perform services in the Dome or on the Dome property or in the Georgia World Congress Center or on the Georgia World Congress Center property. I understand and agree that the Georgia World Congress Center Authority is not responsible for damage to or loss of any property that I bring onto the property of the Georgia Dome or into the Dome or onto the property of the Georgia World Congress Center, or into the Georgia World Congress Center, or other facilities of the Authority when I am assigned to perform services in the Dome or on the Dome property or in the Georgia World Congress Center or on the Georgia World Congress Center property, whatever the reason for the damage or loss, even if the Authority would otherwise be at fault.

4.3 Indemnification.

4.3.1 Licensee shall indemnify, defend and hold harmless the State of Georgia (including the State Tort Claims Fund and other State-established Liability Funds), the Georgia World Congress Center Authority and their respective officers and employees (collectively the "Indemnified Parties") from and against any liability (determined by verdict, judgment, or a settlement or compromise made in good faith) to the extent such liability exceeds \$50,000 but is less than \$1,000,000 per person or \$3,000,000 per occurrence, and the cost and expense, including reasonable attorney's fees, of defending any claim of liability (whether the claim is meritorious or unsuccessful) for personal injury, including death therefrom, to any person, or property damage or loss (collectively "Claims"), arising out of the breach of this Agreement or Licensee's negligent conduct or willful misconduct in the course of Licensee's performance under this Agreement. Licensee shall not indemnify, defend or hold harmless the Indemnified Parties from and against any liability, cost or expense arising out of the sole negligence or sole willful misconduct of the Indemnified Parties or the sole negligence or sole willful misconduct in the independent acts of third parties not affiliated with Licensee. Nor shall the foregoing duty of Licensee to indemnify apply to the following: the physical condition of any premises except to the extent the Licensee is required to observe and report observed defects in such premises or the

maintenance thereof, does not do so, and the claim arises out of such failure by Licensee; the sale of food and/or beverages; the maintenance, service, or inspection of mechanical equipment of any nature except the equipment provided by Licensee and except to the extent the Licensee is required to observe and reports any observed defects in such equipment, does not do so, and the claim arises out of such failure by Licensee; any response or lack of response by agencies contracted by the Indemnified Parties or Licensee; first aid treatment except to the extent such first aid treatment is provided by Licensee and the claim arises out of such treatment; or incidents occurring outside the limits of the Center, unless such incidents are the result of the negligent or willful conduct of Licensee or a Licensee employee.

4.3.2 This Section 4 does not prohibit any action against an Authority officer or employee for willful or wanton misconduct or against Authority if the willful or wanton misconduct was taken pursuant to the Authority's policy, to the extent such actions are otherwise permitted by law.

4.4 Licensee bears the risk of inadequacy or failure of any insurance or any insurer including any insurance or insurer provided by Authority for Licensee.

4.5 Any claim against the State, Authority or its officers and employees shall be administered by the State Department of Administrative Services unless the Department otherwise directs. The defense of any such claim shall be provided by the State Attorney General.

4.6 This Agreement shall not impose any liability on the Authority that would not otherwise be imposed, increase any liability limit that would otherwise apply, or waive any defenses or immunity that would otherwise be available.

4.7 Without limiting the scope of this Section 4, Licensee shall indemnify the Authority from any claim by a Licensee employee arising out of or in connection with such Licensee employee's employment by Licensee, including any claims for salary, wages or other compensation, including claims under the Fair Labor Standards Act, any claims for any improper or unlawful employment practices or action, or any claim under workers' compensation laws, rules or regulations.

5 FORCE MAJEURE; DEFAULT.

5.1 Termination on Damage or Destruction. Unless Authority and Licensee shall otherwise agree, the license granted by this Agreement shall automatically terminate if the Center or the Premises shall be damaged or destroyed so that Licensee's operations under the license are or will be impaired unless Authority undertakes repair or reconstruction of the Center or Premises at a cost which, in the Authority's sole and absolute discretion, is determined by the Authority to be material.

5.2 Suspension by Force Majeure. If (i) the Center or the Premises is damaged so that all practical use of the Premises by Licensee is prevented and the license is not terminated, or (ii) all practical use of the Premises by Licensee is prevented by strikes against the Authority (but not strikes against Licensee or against any person admitted to the Center by Licensee), or by acts of God, national emergency, riots, by governmental directive to Authority, or by default of another Authority licensee or user of the Center, then Authority and Licensee shall be excused from their respective obligations until such impediment is removed but no such event shall extend the term of the license under this Agreement. Neither party shall have any claim against the other by reason of such event. During the continuance of such impairment, Licensee may, at its election, terminate this Agreement upon written notice to the Authority.

5.3 Default by Licensee. The following shall constitute default on the part of Licensee:

5.3.1 The failure of Licensee to pay any monies owed to Authority when due, or if no due date is provided in this Agreement, within ten (10) days after written invoice or demand by the Authority.

5.3.2 The failure of Licensee to pay any fee or other monies owed to any concessionaire of Authority when due, or if no due date is otherwise established, within ten (10) days after written invoice or demand by the concessionaire of the Authority.

5.3.3 The failure or refusal by Licensee to perform any other obligation of the Licensee under this Agreement, including, but not limited to, Licensee's failure, in Authority's good faith judgment, to comply with the requirements of Section 3.1.

5.3.4 Reserved.

5.3.5 Licensee fails to exercise the license or rights granted under this Agreement.

5.3.6 Licensee fails to pay Licensee's supplier of goods or services purchased in connection with Licensee's operation under this Agreement.

5.3.7 Licensee fails to pay its agents, servants, employees (whether or not they are independent contractors) providing services in connection with operations under the license granted by this Agreement.

5.3.8 Any lien is asserted against Licensee's property used in operation of the Premises or any lien, garnishment, or attachment is asserted or made against revenues derived by Licensee in its operation under the license granted by this Agreement or any account to which such revenues are deposited.

5.4 Opportunity to Cure. Prior to taking any action on account of a breach which in the good faith judgment of the Authority may be cured by Licensee, Authority shall provide to Licensee oral or written notice, as in the good faith judgment of Authority is practical under the circumstances, of the breach and afford to Licensee such opportunity, as may be practicable in the good faith judgment of Authority under the circumstances, if any, to correct such breach.

5.5 Authority Remedies. Authority may take any or all of the following actions on account of Licensee's breach:

5.5.1 Prosecute any claims which it may have for money damages and/or equitable remedies.

5.5.2 Revoke or Suspend Licensee's license.

5.5.3 Terminate this Agreement and take exclusive possession of the Premises and exclude Licensee from the Center.

5.5.4 Reserved.

5.5.5 Reserved.

5.5.6 Exercise any other remedies as may be available to Authority.

5.6 Default by Authority. The Authority shall not be in default unless, after notice by Licensee to the Authority specifying the default, the Authority fails to correct such default within thirty (30) days of Authority's receipt of notice, or such additional time as is reasonably required.

5.7 Licensee Remedies. Licensee's sole remedy on account of Authority's default shall be termination of this Agreement.

5.8 Litigation Costs. In any litigation between Authority and Licensee, the party who prevails on the merits of the litigation shall be entitled to recover, in addition to all other relief obtained, reasonable attorneys' fees and expenses of that litigation.

5.9 Venue. No litigation by Licensee may be brought against Authority except in the Superior Court of Fulton County, State of Georgia. Any litigation by Authority against Licensee may be brought either in that court or in any other court having jurisdiction.

5.10 Service. Process may be served on Licensee (i) as provided by law, or (ii) by certified mail, return receipt requested, to Licensee addressed to the person and address stated in Section 1.9 of the Agreement.

6 EXPIRATION; TERMINATION

6.1 Effect. Upon expiration or earlier termination of this Agreement, neither party shall have any further liability to the other, except that such termination shall not discharge either party from (1) any liability to the other theretofore accrued, or (2) liabilities otherwise expressly provided herein.

6.2 Discretionary Termination. Authority shall have the right to terminate this license, without cause and, except as provided in this Paragraph, without liability, upon written notice to the Licensee stating the effective date of termination which shall be not less than sixty (60) days after the notice is delivered. If Authority terminates this license under this Paragraph, Authority shall pay to Licensee the Licensee's unamortized costs together with the cost incurred by Licensee for the removal from the Premises of Licensee's property (provided, however, that in any event the Authority's liability under this provision shall not exceed the sum of \$ _____).

6.3 Duty to Vacate. At the expiration or earlier termination of this Agreement, Licensee shall remove Licensee's property from the Premises. Additionally, on such expiration or earlier termination of this Agreement Licensee shall at Licensee's sole cost restore the Premises to its condition before the Commencement Date (or, alternatively but at the Authority's sole discretion, Licensee may instead reimburse the Authority for the Authority's costs incurred restoring the Premises to its condition before the Commencement Date. Additionally, on such expiration or earlier termination of this Agreement Licensee also shall vacate the Premises and the Center, shall leave the Premises in good condition and repair, reasonable wear and tear excepted, shall surrender to the Authority all keys for the Premises, and shall inform the Authority of all combinations on locks, safes and vaults, if any, which Licensee leaves in the Premises or the Center.

6.4 Failure to Vacate. If Licensee does not vacate the Premises and the Center before the expiration or earlier termination of the Agreement, or if Licensee fails to maintain an orderly and timely sequence of work to do so, then Authority may remove all Licensee property brought into the Premises and the Center and restore the Premises. Any Licensee property removed by Authority may be stored or delivered to Licensee or treated as abandoned property and accordingly disposed of. Authority is not liable for any damages to or loss of such property which occurs in the course of such removal, storage, delivery, or disposal. Licensee shall pay to Authority all costs incurred by Authority in effecting removal, storage, delivery or disposal, and restoring the Premises. In addition, unless Licensee's failure to vacate and restore the Premises is due to an Act of God, national emergency, riot, or by governmental directive to the Authority, Licensee shall be liable to Authority for any loss suffered by Authority if a person who has the right to use the Premises or Center is materially delayed or impaired in its access or use by Licensee's failure to vacate the Premises or Center.

7 OWNERSHIP.

7.1 Licensee Property. Licensee shall retain ownership of all inventory and temporary facilities placed by Licensee in the Center or the Premises. Licensee may remove such property from the Center during the term of this Agreement and shall remove such property prior to expiration or termination of such.

7.2 Improvements. The Premises and all walls, wall coverings, floor coverings, ceiling tiles or materials, and permanently mounted fixtures located therein, regardless of whether placed by Authority or by Licensee, are and shall be property of the Authority, without payment or compensation of any kind by the Authority to Licensee, unless the Authority shall in writing waive its rights to such items.

7.3 No Interest in Property. This Agreement does not confer upon the Licensee any right, title, estate or interest in or, except as provided in this Agreement, the right to use the Center, its facilities or equipment, the Premises, or any tangible or intangible property of the Authority, including the Authority's name, trade names, or marks. This Agreement merely gives to the Licensee a personal privilege revocable on the terms outlined herein.

8 OTHER PROVISIONS.

8.1 Relationship of the Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture, landlord and tenant, or any relationship between the parties other than that of licensor and licensee.

8.2 Assignment or Sublicensing. Licensee shall not assign, whether voluntary, involuntarily, or by operation of law, any rights or privileges hereunder or sublicense all or any part of the Premises without the prior written consent of the Authority which is in the Authority's sole and absolute discretion. Any assignment or sublicense by Licensee shall be only for the purposes specified in this Agreement. An assignment of any rights or privileges hereunder or sublicense of the Premises shall not release Licensee from any duties or obligations required in this Agreement.

8.3 Holdover by Licensee. If Licensee uses the Premises after the expiration or termination of this Agreement, such use shall be under a license terminable immediately at will upon written notice by either party but otherwise for the same fee and otherwise subject to all the terms and provision of this Agreement.

8.4 Reserved.

8.5 Reserved.

8.6 Consents. Where the consent or approval of the Authority is required, such consent or approval shall be in writing and is within Authority's sole and absolute discretion, unless otherwise provided. Licensee shall not be entitled to make, and hereby expressly waives, any claim for damages incurred by Licensee by reason of the Authority's failure to comply with any provision of this Agreement which provides that Authority shall not unreasonably withhold or delay any consent or approval. The Licensee's sole remedy for Authority's failure to comply shall be to terminate this Agreement.

8.7 Severability. If any provision of this Agreement is unenforceable or is unenforceable in a particular application, then, as the case may be, the remaining provisions of this Agreement and other applications of that provision shall not be affected.

8.8 Responsibility. As to its obligations to the Authority hereunder, Licensee assumes full responsibility for the character, acts and conduct of all persons admitted to the Center by or with the consent of the Licensee or by or with the consent of any person acting for or on behalf of or with the consent of Licensee, and, for purposes of the Licensee's obligations hereunder, the act of any such person shall be deemed the act of the Licensee. Persons admitted to the Center by Authority (other than those admitted by Licensee under this Agreement) or by concessionaires or licensees of Authority shall not be deemed admitted to the Center by Licensee.

8.9 Reservations of Marks. This Agreement does not grant any right to Licensee to use the name or service or trade marks of the Authority.

8.10 No Third Party Benefit. This Agreement is solely for the respective individual interests of the parties and not for the benefit of any person not a signature

party to this Agreement. No person not a signature party to this Agreement has or is intended by the signature parties to have any rights or privileges under this Agreement, including to enforce any provision of the Agreement.

9 DEFINITIONS.

9.1 Reserved.

9.2 "common areas" means all common areas and other common facilities of the Center (collectively the *Common Areas*) made available by the Authority for common use.

9.3 Reserved.

9.4 Reserved.

9.5 Reserved.

9.6 Reserved.

9.7 "Event" means a convention, trade show, public or private address, banquet, meeting, press conference, exhibition, concert, public show, or political, social, cultural, performance, entertainment or other function in the Center. "Event Sponsor" is the person under contract with the Authority for the use of the Center for an Event.

9.8 "Special Event" means an Event which is generally recognized to be of regional, national or international scope of participation or attendance, such as the Super Bowl, The Olympic Games, the World Cup Games, a Democratic or Republican National Convention, an NCAA regional or national championship Event, or a collegiate athletic conference championship Event.

9.9 "Temporary Facilities" means all counters, furniture, partitions, seating, signs and banners, decorative and directional materials and signs, wall and floor coverings, fixtures, equipment and other temporary structures or other installations placed in the Premises by or for Licensee.

EXHIBIT G

RULES AND REGULATIONS

1 All garbage and refuse shall be kept inside the Premises in the kind of container specified by the Authority, and, unless the Authority shall direct the Licensee to employ some other method of disposal, shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by the Authority. If the Authority shall provide or designate a service for picking up refuse and garbage, Licensee shall use same at and shall pay to or as directed by the Authority fees which may be imposed for such services.

2 No radio, television, or other device permitting audio or visual broadcasts or performance of live or recorded works in the Premises shall be placed in the Premises without the Authority's written consent and Licensee's obtaining any necessary license to permit such broadcasts.

3 No radio, television, or other device permitting audio or visual broadcast or performance in the Premises shall be used in a manner so as to be heard or seen outside of the Premises without the Authority's written consent.

4 Plumbing facilities, if any, shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Licensee.

5 Unless the Authority expressly agrees otherwise, Licensee shall keep and maintain the Premises, including exterior and interior portions of all windows, doors and other glass, in a neat and clean condition.

6 Licensee shall take no action which creates any work stoppage, picketing, labor disruption or dispute, or any interference with the business of the Authority or of any other person permitted to use the campus by the Authority.

7 Licensee shall not use any forklift truck, tow truck, or any other powered machine for handling material or equipment except in such manner and in those areas as may be approved by the Authority in writing.

8 Licensee shall not place a load on any floor in the Premises or on the campus exceeding the floor load which such floor was designated to carry.

9 Licensee shall not install, operate or maintain in the Premises or in any other area of the campus any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by the Authority.

10 Licensee shall not permit any vibration, noise, light, odor or other effect to emanate from the Premises or to otherwise interfere with the safety, comfort and convenience of the Authority or any of the other persons permitted to use the campus by the Authority.

11 Licensee shall not place any sign, awning, canopy, or advertising matter, decorations, or lettering on the interior or exterior of the Premises without first obtaining the Authority's written consent. All such matters shall be in good taste and shall conform to the standards of design, motif and decor from time to time established by the Authority, all as may be determined by the Authority in its sole and absolute discretion.

12 Unless the Authority shall otherwise determine by amendment to these rules, the Authority shall provide, at its expense, utilities and janitorial service. The Authority may, at its election, charge Licensee for such services and if the Authority so elects, the charges imposed shall be in addition to all other fees and charges due the Authority.

EXHIBIT H

SPECIAL STIPULATIONS

1. The Authority shall not be required to provide for Licensee's housekeeping, maintenance, electricity, HVAC, potable water, construction costs, parking fees, internet and telephone service, and access to facilities not expressly covered in the scope of this License. Licensee shall bear the costs of these and, unless expressly excepted in this Agreement, all other goods and services.