

RESOLUTION OF COBB COUNTY, GEORGIA APPROVING THE ASSURANCE AGREEMENT BY AND AMONG COBB COUNTY, GEORGIA ("COUNTY"), COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY ("AUTHORITY") AND ATLANTA NATIONAL BASEBALL CLUB INC. ("BRAVES"), FOR ASSURANCES AND REMEDIES RELATED TO THE CONSTRUCTION COSTS OF A MULTI-USE SPORTS, ATHLETIC GAMES, RECREATION AND PUBLIC ENTERTAINMENT STADIUM AND COLISEUM FACILITY OF THE TYPE PERMITTED BY THE CONSTITUTION OF THE STATE OF GEORGIA OF 1983 AND BY THE AUTHORITY'S ACT (AS DEFINED HEREIN) AND THE USUAL FACILITIES RELATED THERETO (AS FURTHER PROVIDED HEREIN) AND PARKING FACILITIES; AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, Cobb County, Georgia (the "County"), a political subdivision of the State of Georgia (the "State"), is permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, as amended (the "Georgia Constitution"), to contract with any public corporation of the State for any period not exceeding fifty years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary the County is permitted to pay for such activities, services or facilities in accordance with the terms of any such contract;

WHEREAS, the County is authorized by Article IX, Section II, Paragraph III of the Georgia Constitution, among other Constitutional supplementary powers, to provide parks, recreational areas, programs and facilities and also parking facilities;

WHEREAS, the Cobb-Marietta Coliseum and Exhibit Hall Authority (the "Authority") is a public corporation duly created and existing under the laws of the State, and particularly pursuant to the provisions of an Act of the General Assembly of the State approved on March 26, 1980 (Ga. laws 1980, p. 4091), as amended by an Act approved April 9, 1981 (Ga. laws 1981, p. 4350), and as amended by an Act approved March 28, 1986 (Ga. laws 1986, p. 5549), and as amended by an Act approved March 27, 1991 (Ga. laws 1991, p. 3531), and as amended by an Act approved March 30, 1993 (Ga. laws 1993, p. 4286), and as amended by an Act approved March 30, 1993 (Ga. laws 1993, p. 4495), as amended (collectively, the "Act") for the purpose of acquiring, constructing, equipping, maintaining and operating one or more "projects," which may consist of, without limitation, multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agriculture events, theatrical and musical performances, conventions and other public entertainments, and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, as well as other purposes;

WHEREAS, under the Act the Authority is specifically empowered, without limitation, to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the County, and with other parties;

WHEREAS, the County and the Authority entered into a Memorandum of Understanding with the Atlanta National League Baseball Club, Inc., the owner and operator of a Major League Baseball Franchise (the "Braves"), dated as of November 26, 2013, (the "MOU"), outlining certain material terms of the parties' agreements regarding the development, design, financing, construction and operation in the County of a new multi-purpose sports, entertainment and recreation facility and certain parking areas to

be owned by the Authority for use by the Braves in accordance with the provisions of the MOU, collectively, the Cobb County Coliseum ("Stadium") Project;

WHEREAS, the County and the Authority have entered into an Intergovernmental Agreement as of May 27, 2014 (the "Intergovernmental Agreement") wherein they agree, among other things, to take all steps reasonably necessary or appropriate to issue the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Bonds (Cobb County Coliseum Project) Series 2014 (the "Bonds") to provide funds to pay (a) the costs of the acquisition of land for, and the construction and equipping of, this multi-use sports, athletic games, recreation and public entertainment stadium and coliseum facility and the customary facilities related thereto, including, without limitation, refreshment stands, restaurants, facilities for the purveying of food, beverages, publications, souvenirs, novelties and goods of all kinds, and parking facilities as such is described more fully in the Intergovernmental Agreement, (b) capitalized interest during construction and (c) the costs of issuance of the Bonds;

WHEREAS, the County has determined that the Stadium Project will promote tourism and promote recreational opportunities and bring other benefits to the County and the State;

WHEREAS, the MOU includes therein the commitments of the County, the Authority and the Braves to negotiate in good faith to develop and execute the agreements necessary to implement the provisions of the MOU and by reference to such commitment an agreement to provide certain assurances to the County and the Authority that the expense and costs of the Stadium Project will not exceed their defined maximum financial contribution as contained in the Plan of Financing attached to the MOU and to provide remedies for breach or default of the Braves as may be enumerated in such agreement;

WHEREAS, the County, the Authority and the Braves hereby propose to enter into an Assurance Agreement to outline with specificity the assurances and obligations of the Braves as to Stadium Project amounts or costs in excess of or beyond the defined maximum financial contribution of the County and the Authority as represented by the revenue bond amount contained in the Plan of Financing attached to the MOU, and to specify remedies in the event of a breach or default of the Agreement's provisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners on behalf of the County, and it is hereby resolved by authority of the same, as follows:

Section 1. Approval of the Assurance Agreement. The Board of Commissioners on behalf of the County hereby approves the Assurance Agreement by and among the County, the Authority and the Braves in substantially the form attached hereto as **Exhibit A** and by reference made a part hereof, with such changes, additions and deletions as may be approved by the Chairman of the Board of Commissioners with the advice and consent of the County Attorney, provided, however, that no material change may be made to the terms of the Assurance Agreement without the approval of the Board of Commissioners. The execution and delivery of the Assurance Agreement on behalf of the County as authorized hereinafter shall be conclusive evidence of the County's approval thereof and approval of the matters set forth therein; and the Chairman of the Board of Commissioners is hereby authorized to execute and deliver the Assurance Agreement approved as aforesaid, and the Clerk, Ex-Officio Clerk, Deputy Clerk and Assistant Clerk of the Board of Commissioners each is hereby authorized to attest the Assurance Agreement approved as aforesaid and to affix the seal of the County thereto.

Section 2. Further Authorization. The Board of Commissioners on behalf of the County hereby authorizes and approves the execution, delivery and performance of any and all other documents or exhibits required, customary or appropriate in connection with the Assurance Agreement or as otherwise contemplated by or related to the purposes or intent of this Resolution or the Assurance Agreement substantially in the form attached as **Exhibit A** to this Resolution (collectively, the "Related

Documents"). The Chairman of the Board of Commissioners is hereby authorized to execute and deliver each such Related Document and (if appropriate or if otherwise required, provided that no such attestation is required by this Resolution unless otherwise required by law) the Clerk, Ex-Officio Clerk, Deputy Clerk and Assistant Clerk of the Board of Commissioners each is hereby authorized to attest each such Related Document and to affix the seal of the County thereto. Each Related Document shall be determined to be necessary or appropriate by, and shall be in the form approved by the Chairman of the Board of Commissioners with the advice and consent of the County Attorney, and the execution thereof by the Chairman of the Board of Commissioners as hereby authorized shall be conclusive evidence of such determination and approval.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Assurance Agreement or any Related Document or any other document contemplated by or related to any of the foregoing will be deemed to be a stipulation, obligation or agreement of any officer, commissioner, official, agent or employee of the County in his or her individual capacity and no officer, commissioner, official, agent or employee of the County in his or her individual capacity shall be held liable in connection therewith.

Section 4. Further Actions Approved and Confirmed. All acts and doings of the officers, commissioners, officials, agents and employees of the County in conformity with the purposes and intent of this Resolution are in all respects hereby approved and confirmed.

Section 5. Correction of Scrivener's Errors. In the event that any scrivener's errors shall be discovered in this Resolution after the adoption hereof but prior to the execution and delivery of the Assurance Agreement, the County hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

Section 6. Repealer. Any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

This Resolution shall take effect immediately upon its adoption on this 27th day of May, 2014.

COUNTY SEAL

COBB COUNTY, GEORGIA

Attest: _____
Candace W. Ellison
Clerk, Board of Commissioners
of Cobb County, Georgia

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

Approved as to form: _____
Deborah L. Dance, Esq.
Cobb County Attorney

CLERK'S CERTIFICATE

COBB COUNTY, GEORGIA

I, Candace W. Ellison, Clerk of the Board of Commissioners of Cobb County, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 27th day of May, 2014, pertaining to the approval of, among other matters, the Assurance Agreement among Cobb County, Georgia, Cobb-Marietta Coliseum and Exhibit Hall Authority and Atlanta National League Baseball Club, Inc. and certain documents and matters related thereto (the "Resolution"), the original of the Resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control, and that the Resolution has not been amended or rescinded and is in full force and effect as of the date hereof.

I do hereby certify that the following members of the Board of Commissioners were present at said meeting:

Chairman Timothy D. Lee

Commissioner Helen C. Goreham

Commissioner Robert J. Ott

Commissioner Lisa N. Cupid

Commissioner JoAnn Birrell

and that the following member was absent:

and that the Resolution was duly adopted by a vote of

Aye _____

Nay _____

WITNESS my hand and the official seal of Cobb County, Georgia, to be effective as of the 27th day of May, 2014.

Candace W. Ellison
Clerk, Board of Commissioners of Cobb County

[COUNTY SEAL]

ASSURANCE AGREEMENT

This Assurance Agreement (this "**Agreement**") is made as of the 27th day of May, 2014, 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**").

Recitals

A. ANLBC is the owner and operator of the Major League Baseball ("**MLB**") franchise known as the Atlanta Braves ("**Team**").

B. Contemporaneously with the execution of this Agreement, the County, the Authority (collectively, the "**County Parties**") and ANLBC and certain of its Affiliates (each, a "**Braves Party**" and collectively, "**Braves Parties**") have entered into a Development Agreement providing for the orderly development of the Stadium, the Public Infrastructure and other development property as described therein (the "**Development Agreement**") and the County and that certain contractor to be selected by the County (the "**CM at Risk**") have entered into or will enter into that certain Stadium Construction Management Agreement ("**CM Agreement**"). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Development Agreement.

C. As a material inducement to the County to enter into the CM Agreement and the Definitive Documents, ANLBC has agreed to enter into this Agreement to provide assurance to the County Parties that ANLBC will be responsible for certain payment and performance obligations to the extent hereinafter provided.

NOW, THEREFORE, the parties agree as follows:

1. **Guaranty.** Subject to the terms set forth herein, ANLBC, as primary obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to the County Parties the following:

(a) the prompt payment and performance of all obligations of the Braves Parties under any of the Definitive Documents, including, but not limited to, the Stadium License Fee and the Additional License Fee under the Stadium Operating Agreement;

(b) Prior to the Funding Date, payment of all obligations of the County pursuant to and as required by the CM Agreement.

(c) From and after the Funding Date, the full payment of (i) Cost Overruns and (ii) any other Stadium Costs which exceed the amount of the County Contribution, excluding those Stadium Costs for which the County is responsible as a result of the County's negligence (but expressly excluding negligent acts or omissions that the County would not be responsible for under Applicable Law) or willful misconduct in the fulfillment of obligations of the County under the CM Agreement.

All amounts due, liabilities and payment and performance obligations described in this Section 1, whether liquidated or unliquidated, fixed or contingent, now existing or hereafter arising, of any kind or nature whatsoever, are referred to hereinafter as the “**Guaranteed Obligations.**”

2. **Remedies of the County Parties.**

(a) The liability of ANLBC in connection with the Guaranteed Obligations shall be subject to any cure periods and rights to contest any such amounts by any of the Braves Parties as more particularly described in the document or documents giving rise to such Guaranteed Obligations; provided, however, that cure by ANLBC must occur within the notice, contest, cure or grace period, if any, afforded the Braves Party under such document or documents. ANLBC agrees, upon the written request of the County Parties, to promptly pay and/or perform the Guaranteed Obligations relating to such uncured default, including any loss, cost, damage, liability or expense incurred by the County Parties and any indemnity obligations arising therefrom. If ANLBC fails (i) to pay for the Guaranteed Obligations at issue curable by the payment of money or (ii) fails to commence and pursue diligently the performance of any other Guaranteed Obligations within thirty (30) days after receipt by ANLBC of written notice from the County Parties specifying, in reasonable detail, the payment and/or the performance needed to satisfy such Guaranteed Obligations by ANLBC; then, in either case, and before or after pursuing any other remedy of the County Parties against ANLBC and regardless of whether the County Parties shall ever pursue any such other remedy, the County Parties shall have the right to exercise against ANLBC any of the remedies available to the County Parties in respect of such default under Applicable Law. If any default involves a matter that would be subject to dispute resolution pursuant to any of the Definitive Documents, any proceeding against ANLBC hereunder with respect to that matter shall be conducted in accordance with the same procedures, but without requiring a duplication of any such proceeding.

(b) The payment portion of the Guaranteed Obligations of ANLBC under this Agreement constitutes a guaranty of payment and not of collection, notwithstanding anything to the contrary contained herein. In any action to enforce any of the Guaranteed Obligations, the County Parties may proceed against ANLBC, with or without: (i) joining any other Braves Party in any such action; (ii) commencing any action against or obtaining any judgment against any other Braves Party; or (iii) commencing any proceeding to enforce any of the Definitive Documents.

3. **Extension and Reinstatement of Guaranteed Obligations.** This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time after its termination any payment of any of the Guaranteed Obligations is or is sought to be rescinded or must otherwise be restored or returned by the County Parties upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Braves Party or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for any Braves Party, all as though such performance had not been accomplished.

4. **Governing Law; Interpretation.** This Agreement has been negotiated, executed and delivered in Georgia, and shall be governed by the laws of the State of Georgia without reference to the conflicts of law principles of that State. Venue and jurisdiction for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from

or relating to this Agreement shall be exclusively in the Superior Court of Cobb County, Georgia. The Parties irrevocably submit to such jurisdiction. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein. Time is of the essence of this Agreement. All payments to be made hereunder shall be made in currency and coin of the United States of America which is legal tender for public and private debts at the time of payment.

5. **Termination.** Subject to Section 3 of this Agreement, this Agreement and the Guaranteed Obligations shall terminate upon the date that the Guaranteed Obligations have been fully paid and performed.

6. **Actions by the County Parties.** The County Parties are hereby authorized, with the approval of the applicable Braves Party, and without affecting the liability of ANLBC hereunder, from time to time: (a) to renew or extend the time for payment and/or performance of all or any part of the Guaranteed Obligations; (b) to accept partial payments and/or performance on all or any part of the Guaranteed Obligations; or (c) to settle, release, compromise, modify, amend, collect or otherwise liquidate all or any part of the Guaranteed Obligations, and any of the foregoing may be done without reducing, affecting or impairing all or any part of the Guaranteed Obligations hereunder.

7. **Additional Representations and Warranties.** In addition to and independent of any other obligation or liability under this Agreement, ANLBC hereby represents and warrants to the County Parties as follows:

(a) ANLBC has an economic interest in BCC and BSC and an interest in the success of the Stadium Project;

(b) the execution, delivery and performance by ANLBC of this Agreement has been duly authorized by all necessary corporate action, and does not and will not contravene or conflict with (i) the corporate governing documents of ANLBC, (ii) any provision of MLB Rules and Regulations (as defined in the Stadium Operating Agreement), (iii) any law, order, rule, regulation, writ, injunction or decree now in effect of any instrumentality or court having jurisdiction over ANLBC, or (iv) any loan agreement or other contractual restriction binding on or affecting ANLBC or any of its property or assets;

(c) this Agreement is a legal, valid and binding obligation of ANLBC enforceable against ANLBC in accordance with its terms;

(d) there is no action, proceeding or investigation, or, to the knowledge of ANLBC, threatened or affecting ANLBC, which may adversely affect the ability of ANLBC to fulfill and perform the Guaranteed Obligations and its other undertakings under this Agreement,

and ANLBC, to the best of its knowledge, is not in default with respect to any judgment, order, injunction or decree which is in any respect material to the transactions contemplated in and by this Agreement;

(e) ANLBC is a corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia;

(f) the Team is a member in good standing of Major League Baseball and is in compliance in all material respects with all applicable MLB Rules and Regulations which are relevant to the transactions contemplated herein; and

(g) ANLBC has full power and legal right to execute and deliver this Agreement and to perform and observe the provisions of this Agreement.

8. **Indemnity.** ANLBC shall indemnify and hold harmless the County Parties and their elected and appointed officials, officers, employees, attorneys, representatives, agents, volunteers and instrumentalities (collectively, "**County Indemnitees**") from and against any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County Indemnitees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the breach of this Agreement by ANLBC.

9. **Unconditional Guaranteed Obligations.** ANLBC agrees that the validity of this Agreement and the obligations of ANLBC hereunder shall in no way be conditioned, terminated, affected, or impaired (a) by reason of the release or exchange of any security for the payment and/or performance of any Braves Party under the Definitive Documents or any collateral for such payment or performance; (b) by reason of any County Parties' failure to exercise, or delay in exercising, any right or remedy under or in respect to this Agreement or any Definitive Document; (c) by reason of the commencement of a case under the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. Sections 101 et seq., and the regulations adopted and promulgated pursuant thereto by or against any Braves Party or the dissolution of any Braves Party.

10. **Subrogation and Other Rights.** ANLBC agrees that no payment, performance or enforcement of ANLBC's liabilities and obligations under this Agreement shall cause ANLBC, by subrogation or otherwise, to acquire any of County Parties' rights against any Braves Party or any property of any Braves Party (or any interest in such rights) unless and until the County Parties have received full and indefeasible payment and performance of all of the Guaranteed Obligations.

11. **Waivers.** Except as otherwise expressly provided in this Agreement, ANLBC hereby waives, to the fullest extent permitted by law: (a) notice of acceptance of this Agreement; and (b) notice of any acceleration or other demand for payment of the Guaranteed Obligations.

12. **Successors and Assigns; Third Party Beneficiaries.**

(a) This Agreement shall bind ANLBC and its assigns and successors; provided that ANLBC shall not be entitled to transfer or assign its obligations hereunder without the prior written consent of the County Parties, which consent shall be in their sole discretion and

may be conditioned upon ANLBC's remaining liable under this Agreement if the County Parties are not reasonably satisfied with the creditworthiness of the transferee; provided, further, however, that ANLBC may, without the prior written consent of the County Parties, transfer and assign, whether via stock sale, merger, asset acquisition or otherwise, its obligations hereunder to any Person that acquires all or a majority of the outstanding stock or assets of ANLBC, including therewith ANLBC's Major League Baseball franchise upon receipt of MLB Approval (as defined in the Stadium Operating Agreement)(a "Transferee"), provided that (i) such Transferee assumes, in a writing reasonably satisfactory to the County Parties, all of the obligations of ANLBC under this Agreement (unless such acquisition is in the form of a stock acquisition and ANLBC remains a Party to this Agreement), and (ii) such Transferee assumes all of the other obligations of ANLBC and its Affiliates under the other Definitive Documents. ANLBC shall provide the County Parties written evidence of MLB Approval of the Transferee within three (3) Business Days after ANLBC's receipt thereof.

(b) This Agreement shall bind the County Parties and their assigns and successors; provided that the County Parties may not transfer or assign this Agreement or any of their respective rights and obligations hereunder without the prior written consent of ANLBC, which consent shall be in ANLBC's sole discretion.

(c) Nothing in this Agreement, express or implied, is intended to (i) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

13. **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 personal delivery, overnight courier or certified mail as provided herein), one (1) Business Day after being sent by reputable overnight carrier, 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 parties):

To ANLBC:

Executive Vice President, Business Operations
Atlanta National League Baseball Club, Inc.
755 Hank Aaron Drive
Atlanta, Georgia 30315

With a copy to:

General Counsel
Atlanta National League Baseball Club, Inc.
755 Hank Aaron Drive
Atlanta, Georgia 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

14. **Agent for Service of Process.** ANLBC hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this Agreement and waives any and all personal rights to object to such jurisdiction for the purposes of litigation to enforce this Agreement. In the event such litigation is commenced at any time when ANLBC is not permanently domiciled in the State of Georgia, ANLBC agrees that service of process may be made and personal jurisdiction over ANLBC obtained, by service of a copy of the summons, complaint and other

pleadings required to commence such litigation upon the appointed agent for service of process in the State of Georgia, which agent ANLBC hereby designates to be:

Corporation Services Company
40 Technology Parkway South, Suite #300
Norcross, GA 30092

ANLBC agrees that this appointment of an agent for service of process is made for the mutual benefit of ANLBC and the County Parties and may not be revoked without the County Parties' written consent. ANLBC hereby agrees and consents that any such service of process upon such agent shall be taken and held to be valid personal service upon ANLBC if ANLBC shall not be then physically present, residing within, or doing business within the State of Georgia, and that any such service of process shall be of the same force and validity as if service were made upon ANLBC when physically present, residing within, or doing business in the State of Georgia. ANLBC waives all claim of error by reason of any such service properly given. ANLBC hereby agrees that an action, suit or proceeding to enforce this Agreement may be brought only in the Superior Court of Cobb County, State of Georgia, and hereby waives any objection which ANLBC may have to the laying of the venue of any such action, suit or proceeding in any such Court.

15. **Nonrecourse Liability of ANLBC Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement and except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), the officers, directors, partners, shareholders, members, employees and agents of ANLBC or any ANLBC Affiliates (collectively, "ANLBC Personnel") shall not in any way be liable under or with respect to this Agreement; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of ANLBC Personnel with respect to liability under or with respect to this Agreement; no judgment with respect to liability under or with respect to this Agreement shall give rise to any right of execution or levy against the assets of any of ANLBC Personnel; and the liability of ANLBC under this Agreement shall be limited to the assets of ANLBC.

16. **Nonrecourse Liability of County Parties Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement, no member, elected or appointed official, officer, employee, agent, independent contractor, consultant or volunteer of the County Parties shall be liable to ANLBC, or any successor in interest to ANLBC, in the event of any default or breach by the County Parties for any amount which may become due to ANLBC or any successor in interest to ANLBC under this Agreement, or on any other obligation under the terms of this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts).

17. **Merger Clause.** This Agreement, including any schedules and exhibits to this Agreement, and the other Definitive Documents contain the sole and entire agreement among the Parties and their Affiliates with respect to the subject matter of this Agreement and the other Definitive Documents, are fully integrated, and supersede all prior written or oral agreements among them relating to their subject matter. Except as specifically set forth in this Agreement and the other Definitive Documents, there shall be no warranties, representations or other

agreements among the Parties or their Affiliates in connection with the subject matter hereof or thereof.

18. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement or any other Definitive Documents, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

19. **Counterparts**. If this Agreement is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

20. **Force Majeure**. If any Party shall be delayed in the performance of any obligation hereunder as a result of Force Majeure, then the performance of such obligation shall be extended by the length of such delay. In response to and during any delay caused by Force Majeure, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure as promptly as reasonably possible and any party seeking an excuse of performance due to such Force Majeure shall work diligently and in good faith to reduce or eliminate any damage, cost or delay caused by such Force Majeure. Without limiting the foregoing, if a Party fails to meet a deadline specified in this Agreement due to another Party's failure to meet a prior and related deadline such subsequent deadline shall be extended by the number of days the delay was attributable to the prior deadline failure, and the Party failing to meet the prior deadline shall not be relieved of liability for such breach.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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

**COBB-MARIETTA COLISEUM AND EXHIBIT
HALL AUTHORITY**

Notary Public

By: _____
Jerry Nix
Chairman

My Commission Expires:

(NOTARIAL SEAL)

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

COBB COUNTY, GEORGIA

Notary Public

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

My Commission Expires:

(NOTARIAL SEAL)

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

Attest: _____
County Clerk

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

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

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

Notary Public

By: _____
Terence F. McGuirk,
Chairman & CEO

My Commission Expires:

(NOTARIAL SEAL)