

NON-RELOCATION AGREEMENT

This Non-Relocation Agreement (this “**Agreement**”) is made and entered into as of this 27th day of May, 2014 by and among **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY** (the “**Authority**”), **COBB COUNTY**, a political subdivision of the State of Georgia (the “**County**”), and **ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.**, a Georgia corporation (“**ANLBC**”). The County, Authority and ANLBC shall be referred to herein collectively as the “**Parties**” and each, individually, as a “**Party**”.

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, (i) the County and the Authority (the “**County Parties**”) and Braves Stadium Company, LLC (“**BSC**”), an Affiliate of ANLBC, have entered into a Stadium Operating Agreement (the “**Stadium Operating Agreement**”) providing for the operation and management of the Stadium by BSC; and (ii) the County Parties and ANLBC and certain of its Affiliates (the “**Braves Parties**”) have entered into a Development Agreement providing for the orderly development of the Stadium, Authority-owned Parking, the Public Infrastructure and other privately-owned development property as described therein (the “**Development 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 Parties and BSC to enter into the Stadium Operating Agreement and the County Parties and Braves Parties to enter into the Development Agreement, ANLBC has agreed to enter into this Agreement to assure that the Team will play its MLB home games at the Stadium for the term of the Stadium Operating Agreement (i.e., thirty (30) years unless terminated or extended) and on the other terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Covenant to Play at Stadium.** Subject to Section 2 of this Agreement, ANLBC covenants and agrees that throughout the Non-Relocation Term:

1.1 ANLBC shall maintain and operate its MLB franchise in the County and use the Stadium as its home stadium and shall not volunteer for contraction of the Team;

1.2 the Team shall play all of its scheduled and rescheduled regular season and postseason (including World Series) MLB home games (collectively, “**Home Games**”) at the Stadium; and

1.3 ANLBC shall not enter into any contract or agreement, or make any request or application to MLB, to (i) relocate or operate its franchise outside of the County in violation of Section 1.1 above or (ii) have the Team play any Home Game in any location other than the Stadium in violation of Section 1.2 above, provided that ANLBC may take the actions otherwise prohibited in this Section 1.3 during the last three (3) years of the Term of the Stadium Operating Agreement in connection with any proposed relocation or playing of the Team’s

Home Games that would not be played until following the conclusion of the Term. ANLBC shall notify the County Parties promptly after entering into any such contract or agreement, or making any such request or application. The covenants by ANLBC under this Section 1 are collectively referred to in this Agreement as the “**Non-Relocation Covenants**” and any violation of any of such covenants is referred to as a “**Non-Relocation Default**”.

1.4 As used in this Agreement, “**Non-Relocation Term**” means the period commencing with the Completion Date and ending on the termination of this Agreement pursuant to Section 4.4 of this Agreement.

2. Exceptions.

2.1 Notwithstanding Section 1 above, the Team shall be permitted to play what would otherwise be a Home Game at a location other than the Stadium:

2.1.1 in the case of an Alternate Site Condition as provided in Section 3.3 below;

2.1.2 in any consecutive three (3) year period, up to six (6) regular season Home Games (not including any games played in different locations under Section 2.1.1 above) in an international or other location as requested by MLB, provided that, ANLBC shall provide written notice, as specified in Section 13, to the County Parties not later than January 1 of any operating year of such Home Game scheduled for the upcoming MLB season;

2.1.3 in the case of postseason games, at any location required by MLB;
and

2.1.4 in the case of MLB games other than regular season and postseason games, at any location it chooses to the extent permitted or required by MLB.

2.2 If the Completion Date occurs during an MLB season following the later to occur of the date of the MLB All-Star Game or the date on which one-half of the Team’s regular season games have been played, the covenants in Section 1 shall not become effective until the start of the succeeding MLB season.

2.3 ANLBC may take any actions otherwise prohibited by Section 1 in connection with any change in location permitted by this Section 2.

2.4 Without limiting the generality of any other provision of this Agreement, the covenants of ANLBC provided in Section 1 shall not apply: (i) if, pursuant to a County Board Approval, the County consents to any action(s) otherwise prohibited under such section, provided, however, any actions which would allow the Team to permanently relocate from the County shall also require the approval of the Authority as well as all applicable MLB Approvals; and (ii) at any time after the termination of this Agreement.

3. Alternate Site Condition.

3.1 Notwithstanding the provisions of Section 1 above, if, at any time during the Non-Relocation Term, an Alternate Site Condition shall exist as provided in Section 3.4 below, then (i) the Team shall be entitled to make arrangements to temporarily play at alternate sites for its Home Games and (ii) ANLBC shall be temporarily relieved of its obligations under Section 1 hereunder and shall be entitled to allow the Team to play its Home Games at such alternate sites, but only during the period of time that any such Alternate Site Condition shall exist; provided, however, that if the Alternate Site Condition shall be of such a nature that its expected expiration cannot reasonably be ascertained by ANLBC or the County, then ANLBC shall be entitled to honor any commitment it might reasonably have made for the Team to play its Home Games at an alternate site even if that commitment extends beyond the date such Alternate Site Condition ends. However, if the County obtains or possesses reasonable evidence that the expiration of the Alternate Site Condition can be ascertained, either the County or ANLBC may seek to have such matter determined by the dispute resolution procedures set forth in the Stadium Operating Agreement, provided, however, that the Team shall be entitled to continue playing its Home Games at the alternate site or sites until the dispute resolution process has been completed. ANLBC shall not, however, make any commitment that extends beyond the end of the MLB season in or prior to which such Alternate Site Condition occurs, except that, if, as of December 1, such Alternate Site Condition is reasonably expected (as determined in accordance with Section 3.2) to continue to exist as of the Team's first Home Game of the subsequent MLB season, then ANLBC shall be entitled to commit to play its Home Games at an alternate site for the duration of such MLB season, provided, however, ANLBC shall use its reasonable, good faith efforts to cause the Team to play its Home Games at the Stadium as soon as possible after the Alternate Site Condition has ended.

3.2 Not later than November 1 of any operating year in which an Alternate Site Condition continues to exist, ANLBC shall give the County a written notice setting forth the date it reasonably believes such Alternate Site Condition will terminate (the "**Proposed Date**"). If the County fails to object to such notice within thirty (30) Business Days of receipt of such notice, it will be deemed to have accepted the Proposed Date and ANLBC's right to contract with alternate sites under Section 3.1 shall be based on such date. If the County timely objects to the Proposed Date, ANLBC and the County shall use good faith efforts to resolve such dispute within the next five (5) Business Days. If the dispute cannot be resolved, either ANLBC or the County may seek to have such date determined by the alternative dispute resolution process in a manner consistent with Article 16 of the Stadium Operating Agreement and such panel shall be directed to seek to hear and resolve the dispute by the immediately succeeding December 31. The County and ANLBC shall consult, and reasonably cooperate, with one another following any Alternate Site Condition so that ANLBC can most effectively find and contract for an alternate site during the duration of such Alternate Site Condition.

3.3 ANLBC shall use commercially reasonable and diligent efforts to mitigate and overcome any Alternate Site Condition that results in the Team's Home Games not being played at the Stadium to the extent such event or condition is within the reasonable control of ANLBC, but this undertaking shall not be construed to require ANLBC to take any action, or to relieve the County of any obligation it may have, with respect to a condemnation under Article

23 of the Stadium Operating Agreement, casualty or Force Majeure that is the County's responsibility under the Stadium Operating Agreement.

3.4 As used in this Agreement, “Alternate Site Condition” shall mean the existence of any one of the following:

3.4.1 MLB determines the condition of the Stadium is or may be (e.g., due to an impending or recently occurring storm) such that MLB Rules and Regulations (including, without limitation, a specific MLB directive) prohibits the playing of Home Games at the Stadium in a written direction, declaration or ruling addressed to ANLBC and provided ANLBC has forwarded a copy of such written direction, declaration or ruling to the County;

3.4.2 all or a significant portion of the Stadium is damaged or destroyed by fire or other casualty as described in Article 22 of the Stadium Operating Agreement; or

3.4.3 a Governmental Authority determines the use or occupancy of any material portion of the Stadium is (a) not permitted under any Applicable Law or (b) is unsafe for customary usage.

4. Remedies.

4.1 **Non-Relocation Default.** Upon the occurrence of a Non-Relocation Default, the County shall have the option to pursue any one or more of the remedies set forth in Section 4.2 or Section 4.3 of this Agreement that may be applicable. Upon the occurrence of any other breach or misrepresentation in this Agreement by ANLBC, the County shall have the option to pursue the remedies set forth in Section 4.3.

4.2 **Declaratory or Injunctive Relief.** Upon the occurrence of an ongoing Non-Relocation Default, the County shall be entitled to seek injunctive relief prohibiting or mandating action by ANLBC in accordance with, or declaratory relief with respect to, the Non-Relocation Covenants. In addition ANLBC: (a) acknowledges that the Non-Relocation Covenants are an essential part of the bargain and consideration of the Definitive Documents and are necessary to protect the business and goodwill of the County; (b) recognizes that the Stadium is being constructed and certain debt is being incurred by the Authority to construct the Stadium and to permit the Home Games to be played at the Stadium during the Non-Relocation Term; (c) recognizes that having the Team play its Home Games in the Stadium throughout the Non-Relocation Term provides a unique value to each of the County Parties, including generating new jobs, additional revenue sources and economic development and increased tourism for the County; and (d) acknowledges and agrees that any breach by the Team of the Non-Relocation Covenants shall cause irreparable and continual harm to the County and that damages for a default under such Non-Relocation Covenants cannot be estimated with any degree of certainty and that monetary damages cannot fairly or adequately compensate the County for a breach of such Non-Relocation Covenants. ANLBC agrees that, in the event of any of the actual or threatened (in the reasonable opinion of the County) breach by ANLBC of any one of the Non-Relocation Covenants (i) the County shall be entitled to seek and obtain, a temporary restraining order, together with temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction, to restrain or enjoin any actual or threatened breach by

ANLBC of any Non-Relocation Covenant without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any Non-Relocation Covenant by ANLBC, the balance of hardships would weigh in favor of entry of injunctive relief, and (iii) the County may enforce any Non-Relocation Covenant contained in this Agreement through specific performance. The Parties hereby agree and irrevocably stipulate that (a) the rights of the County to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to section 101(5) of the United States Bankruptcy Code (the "**Bankruptcy Code**") and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving ANLBC, (b) this Agreement is not an "executory contract" as contemplated by section 365 of the Bankruptcy Code, and (c) action(s) taken by the County pursuant to this Section 4.2 shall not in any way prejudice any other rights or remedies that the County may have under Section 4.3 or Section 4.4 of this Agreement or under the other Definitive Documents if a court of competent jurisdiction fails to provide injunctive or other equitable relief prohibiting ANLBC's violation of the Non-Relocation Covenants or, in the case of the remedies set forth in Section 4.4, fails to award liquidated damages under Section 4.3.

4.3 Relief Following a Final Order; Liquidated Damages

4.3.1 The Parties acknowledge and agree that if the County does not obtain injunctive or other equitable relief pursuant to Section 4.2, the County shall be entitled to seek and obtain relief pursuant to this Section 4.3 in the event a court of competent jurisdiction determines, in a final and non-appealable order, that ANLBC has breached its covenants under Section 1 (a "**Final Order**"). The Parties also recognize, agree, and stipulate that the magnitude of the damages that would result from a breach of Section 1 of this Agreement that is not enjoined by a court of competent jurisdiction notwithstanding the intent of the parties, would be very significant in size but would be difficult or impossible of accurate estimation and would include damages to the reputation and finances of the County.

4.3.2 If the County does not obtain injunctive or other equitable relief pursuant to Section 4.2 and the violation of Section 1 is not cured prior to the date that a court of competent jurisdiction enters a Final Order, the County shall be entitled to receive, as reasonable estimated liquidated damages and not as a penalty, the Liquidated Damages (as hereafter defined), which the Parties hereby acknowledge and agree are a reasonable pre-estimate of the County's possible loss. The Parties agree that the provisions of this Section 4.3 shall be deemed and construed as their intention to comply with O.C.G.A. §13-6-7. For purposes of this Agreement, "**Liquidated Damages**" shall mean the sum of (a) the greater of (i) the present value of all unpaid Stadium License Fees due and payable under the Stadium Operating Agreement for the remainder of the Term of the Stadium Operating Agreement and (ii) the then outstanding balance of principal and interest of the Bonds (as such term is defined in the Construction Administration Agreement), plus any prepayment or early redemption costs and expenses, and (b) the present value of all unpaid Capital Maintenance Fund contributions required to be made by BSC pursuant to the Stadium Operating Agreement. Present value for purposes of this paragraph shall be calculated by utilizing a discount rate of seven percent (7%).

4.3.3 The Parties hereby acknowledge that they have negotiated the amounts set forth in this Section 4.3 in an attempt to make a good faith effort in quantifying the amount of damages due to a violation of Section 1 hereof despite the difficulty in making such determination.

4.3.4 In the event of any breach of or misrepresentation in this Agreement by ANLBC (other than a Non-Relocation Default subject to the remedies set forth in Section 4.2 or, if applicable, Section 4.3), or in the event of a Non-Relocation Default for which, notwithstanding the intent of the Parties, the County is unable to obtain the relief set forth in Section 4.2 or, if applicable, Section 4.3, the County shall have the right (i) to institute any and all proceedings or claims permitted by law or equity to recover any and all amounts necessary to compensate the County for all damages proximately caused by ANLBC's breach under this Agreement, and (ii) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to ANLBC's obligations under this Agreement and one or more actions to seek to obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel ANLBC to comply with or refrain or cease from breaching or violating the terms, covenants and conditions.

4.4 Termination.

4.4.1 Upon the entry of a Final Order with respect to a default by ANLBC, the County shall have the right, but not the obligation, to give to ANLBC written notice (a "**Final Notice**") of its intention to terminate this Agreement and all other Definitive Documents, subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. After the expiration of a period of thirty (30) days from the date such Final Notice is given, unless the default is cured, this Agreement and the other Definitive Documents may, at the sole option of the County, be terminated without liability to the County by further written notice to ANLBC, which termination shall be effective following the end of any then current MLB season, subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. If, however, within such thirty (30) day period, ANLBC's default under Section 1 of this Agreement is cured, then this Agreement and the other Definitive Documents shall not terminate by reason of such Final Notice.

4.4.2 This Agreement, and all obligations of the Parties under this Agreement, shall terminate without further action by, or liability to, any Party upon the expiration or termination of the Stadium Operating Agreement for any reason expressly permitted under the Stadium Operating Agreement; provided that upon a termination of the Stadium Operating Agreement by the County upon the entry of a Final Order that ANLBC has breached Section 1 of this Agreement, this Agreement shall only terminate as provided in Section 4.4.1 of this Agreement. For the avoidance of doubt, until the end of the Non-Relocation Term, ANLBC shall remain bound by, and shall not be relieved of, its obligations under this Agreement upon a termination by the County of the Stadium Operating Agreement due to a breach of Section 1 hereof by ANLBC as described in the preceding sentence. Except for the provisions of this Agreement that are expressly to survive termination, and except as provided in

this Section 4.4.2, in the event of a termination of this Agreement and the Stadium Operating Agreement under this Section 4.4, then all obligations of the Parties under this Agreement and the Stadium Operating Agreement automatically also shall terminate, except for those obligation which by their express terms survive the termination or expiration of this Agreement or the Stadium Operating Agreement.

4.4.3 Termination of this Agreement or the Stadium Operating Agreement, or both, shall not alter any existing claim of any Party for breaches of this Agreement or the Stadium Operating Agreement occurring prior to such termination and the obligations of the Parties thereto with respect to such existing claims shall survive termination.

4.5 **Cumulative Remedies.** Except as expressly set forth in Section 4.2, Section 4.3 and Section 4.4 of this Agreement, each right or remedy of the County provided for herein shall be cumulative of and shall be in addition to every other right or remedy of the County provided for in this Agreement, and the exercise (or the beginning of the exercise) by the County of any one or more of the rights or remedies provided for in this Agreement, shall not preclude the simultaneous or later exercise by the County of any or all other rights or remedies provided for in this Agreement or the Stadium Operating Agreement or hereafter existing at law or in equity, by statute or otherwise.

5. **Governing Law: Interpretation.** This Agreement has been negotiated, executed and delivered in Georgia and shall be governed by the laws of Georgia without reference to the choice 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. Time is of the essence of this Agreement.

6. **Entire Agreement.** This Agreement constitutes the sole and entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements among them relating to that subject matter, including the MOU. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or other provision of this Agreement.

7. **Representations and Warranties.**

7.1 ANLBC hereby represents and warrants to the County as follows:

7.1.1 the execution, delivery and performance by ANLBC of this Agreement have been duly authorized by all necessary corporate action, and do not and will not contravene or conflict with (i) the certificate of incorporation or bylaws of ANLBC, (ii) any provision of MLB Rules and Regulations, (iii) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental 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, except where any of the foregoing could not reasonably be expected to have a material adverse effect on ANLBC;

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

7.1.3 there is no known action, proceeding or investigation pending or, to the knowledge of ANLBC, affecting ANLBC, which may adversely affect the ability of ANLBC to fulfill and perform its obligations and its other undertakings under this Agreement. ANLBC is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement;

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

7.1.5 ANLBC is a member in good standing of MLB and is in compliance in all material respects with all applicable MLB Rules and Regulations which are relevant to the transactions contemplated herein.

7.2 The County hereby represents and warrants to ANLBC as follows:

7.2.1 the execution, delivery and performance by the County of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the County or its assets may be bound or affected;

7.2.2 this Agreement is a legal, valid and binding obligation of the County enforceable against County in accordance with its terms; and

7.2.3 there is no known action, proceeding or investigation pending or, to the knowledge of the County, affecting County, which may adversely affect the ability of the County to fulfill and perform its obligations and its other undertakings under this Agreement. The County is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

8. Successors and Assigns: Third Party Beneficiaries.

8.1 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 the Team'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.

8.2 This Agreement shall bind the County Parties and their assigns and successors; provided that the County may not transfer or assign this Agreement or any of their respective rights and obligations hereunder without the prior written consent of ANLBC.

8.3 Nothing in this Agreement, express or implied, is intended to (a) 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 (b) authorize anyone not a party to this Agreement to bring or maintain an action pursuant to or based upon this Agreement

9. **Amendments; Waivers.** No modification, amendment or waiver of this Agreement or of any of its conditions or provisions shall be binding unless such modification, amendment or waiver is in writing and signed by the Parties, and in the case of the County, pursuant to County Board Approval, and that all necessary MLB Approvals have been obtained in advance thereof.

10. **Indemnification by ANLBC.** ANLBC shall indemnify and hold harmless the County and each and all of its directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear (collectively, "Government Indemnitees"), of, from and against all claims, fines, claim costs, charges and expenses, liabilities, suits, obligations, demands, actions, settlements, and judgments recovered from any of them, including attorneys' fees incurred to defend such claims (collectively, "Losses"), to the extent such Losses arise from any breach of this Agreement by ANLBC. Any such indemnification shall be provided in accordance with the indemnification procedures set forth in Article 15 of the Stadium Operating Agreement. ANLBC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ANLBC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Government Indemnitees as herein provided.

11. **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 individual officers, directors, partners, shareholders, members, employees and agents of ANLBC and their Affiliates (collectively, the "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.

12. **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 or consultant 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).

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
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. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under any applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under any 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 the Stadium Operating Agreement, 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.

15. **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.

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

Sworn to and subscribed before me this ATLANTA NATIONAL LEAGUE BASEBALL
___ day of _____, 2014. CLUB, INC., a Georgia corporation

Notary Public

By: _____
Terence F. McGuirk,
Chairman & CEO

My Commission Expires:

(NOTARIAL SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

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

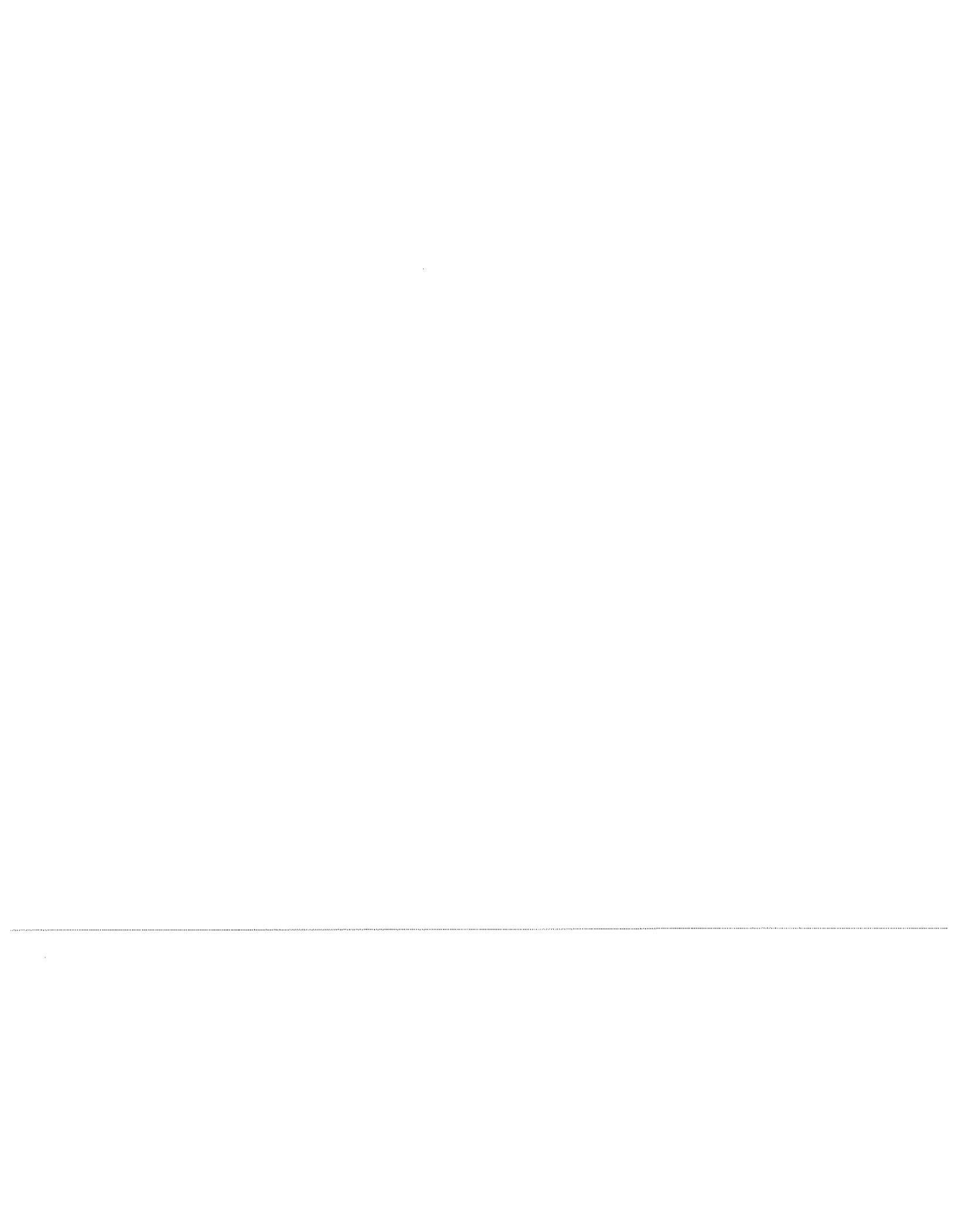
Notary Public

My Commission Expires:

(NOTARIAL SEAL)

Approved as to form:

Deborah L. Dance
County Attorney



RESOLUTION OF COBB COUNTY, GEORGIA APPROVING THE NON-RELOCATION AGREEMENT BY AND AMONG COBB COUNTY, GEORGIA, COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY, AND ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC. FOR THE ASSURANCES OF AND COMMITMENT FROM THE BRAVES TO REMAIN IN COBB COUNTY, GEORGIA AND TO PLAY THE TEAM'S REGULAR HOME GAMES AT THE NEW 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 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 certain agreements to facilitate both the commitment of the Braves to remain in Cobb County, Georgia for a time certain and also the ongoing use of the Stadium Project for the regular home games of the Braves Franchise including without limitation a Non-Relocation Agreement for such purposes;

WHEREAS, the County, the Authority and the Braves hereby propose to enter into a Non-Relocation Agreement to outline with specificity the parties' respective commitments and obligations as to the Braves tenure within the County for a time certain and the Team's use of the Stadium Project for its regular home games;

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 Non-Relocation Agreement. The Board of Commissioners on behalf of the County hereby approves the Non-Relocation Agreement by and among the County, the Authority and the Atlanta National League Baseball Club, Inc. 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 Non-Relocation Agreement without the approval of the Board of Commissioners. The execution and delivery of the Non-Relocation 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 Non-Relocation 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 Non-Relocation 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 Non-Relocation Agreement or as otherwise contemplated by or related to the purposes or intent of this Resolution or the Non-Relocation 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 Non-Relocation 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 Non-Relocation 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 Non-Relocation 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]