

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into as of the 26th day of November, 2013, by and among the Cobb-Marietta Coliseum and Exhibit Hall Authority (the “Authority”), Cobb County, Georgia (the “County”), and the Atlanta National League Baseball Club, Inc. (“ANLBC”). The Authority, the County, and ANLBC are collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, ANLBC is the owner and operator of the Atlanta Braves (“Team”), a Major League Baseball (“MLB”) franchise that has been a valued community asset since relocating to the metropolitan Atlanta area in 1966; and

WHEREAS, ANLBC has determined that it is in the best interests of the Team and its fans to relocate to a site that will provide greater access to its regional fan base; and

WHEREAS, ANLBC, after thorough investigation and analysis, determined that the development and construction of a new multi-purpose sports, entertainment and recreation facility (the “Stadium”) is important to providing the Team with the opportunity for long-term economic and competitive viability; and

WHEREAS, the County and the Authority (collectively the “County Parties”) believe that the development and construction of the Stadium will provide a significant and much needed catalyst for revitalization and continuing redevelopment of the property in the vicinity of the Stadium; and

WHEREAS, the Stadium and certain of the parking areas (the “Authority Parking”) will be publicly-owned by the Authority, but ANLBC is willing to make a significant investment in the Stadium, certain other privately owned parking areas (the “Parking Areas”) and the Retail and Entertainment District described in the “Background” section below, and to commit to remain at the Stadium for an additional thirty (30) years from the completion of the Stadium; and

WHEREAS, the Parties intend to create a significant redevelopment project including private, complimentary mixed-use development adjacent to the Stadium in keeping with the vision of the Blueprint Cumberland II Master Plan; and

WHEREAS, the County, the Authority, and the Cumberland Community Improvement District (“CID”) are willing to make significant investments in the Stadium and Authority Parking and redevelopment around the Stadium (the County, the Authority and the CID are sometimes referred to collectively as the “Public Bodies”); and

WHEREAS, the Parties have concluded that the proposed public/private partnership for the Stadium and associated redevelopment is in the best interests of the Parties and the citizens of the County, metropolitan Atlanta and the State of Georgia; and

WHEREAS, the Parties are presenting hereby the essential terms and conditions regarding the subject matter described herein to the Board of Commissioners of the County and the Board of Directors of the Authority; and

NOW, THEREFORE, the Parties agree as follows:

Background

The Parties wish to outline certain material terms of their agreement regarding the design, financing, construction and operation within the County of (1) the Stadium and the Authority Parking for exclusive use by ANLBC on the terms and conditions of this MOU (the "Stadium Project"); and (2) a vibrant, mixed-use retail and entertainment district (the "Retail and Entertainment District") and Parking Areas to be developed by ANLBC on the Site (as defined in Section 1 below), or its affiliated entity, BRED Co., LLC ("BRED"), or other private assignee or Affiliate (as defined below) as designated by ANLBC. This MOU presents the Parties' agreement concerning those material terms. This MOU is not intended as a complete and final agreement governing these matters, and the Parties intend to execute one or more final agreements to govern these matters in greater detail. However, the Parties do intend for this MOU to be binding as to the points specifically addressed by this MOU and to bind the Parties to negotiate in good faith to develop and execute one or more final agreements consistent with those specific points, including, without limitation, a long form Stadium operating agreement (the "Stadium Operating Agreement") to be executed by the Parties, an intergovernmental agreement among the County, the Authority and the CID (the "Intergovernmental Agreement"), necessary bond financing documents to be executed as applicable by the County Parties in connection with their respective financial contributions (the "Bond Documents"), a development agreement among the County, the Authority and ANLBC (the "Development Agreement"), a transportation and infrastructure agreement between the County and ANLBC (the "Transportation and Infrastructure Agreement"), a non-relocation agreement among the County, the Authority and ANLBC (the "Non-Relocation Agreement"), and such other long form agreements as may be necessary to effectuate the transactions contemplated by this MOU. Any reference in this MOU to ANLBC shall mean ANLBC or any such Affiliate created for such purpose. As used herein, "Affiliate" means, as to any entity, any other entity which is controlled by, controls, or is under common control with that entity. The term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity. This MOU, the Stadium Operating Agreement, the Intergovernmental Agreement, the Bond Documents, the Transportation and Infrastructure Agreement, the below-defined Non-Relocation Agreement, the below-defined CM Agreement, and such other documents and agreements as the Parties may agree are necessary to implement this MOU, are sometimes referred to herein as the "Definitive Documents."

1. Site Acquisition and Public Infrastructure. ANLBC has caused BRED to enter into a contract granting BRED the right to purchase land in Cobb County (the "Site"). The Site and the proposed location of the Stadium on the Site (the "Stadium Site"), shall be described in the Stadium Operating Agreement. The Parties acknowledge and agree that a portion of the Site will also be developed and utilized as parking areas for the Stadium, the specific location of the Authority Parking and the Parking Areas to be set forth in the Stadium Operating Agreement.

Upon the closing of the transaction to be evidenced by the Bond Documents (“the Bond Transaction”) and other transactions contemplated by this MOU and execution of the Stadium Operating Agreement, ANLBC shall contemporaneously convey only the land comprising the Stadium Site and Authority Parking to the Authority (provided ANLBC shall retain certain “air rights” subject to agreement of the Parties and to be more fully set forth in the Stadium Operating Agreement) and ANLBC shall retain all right, title and interest in and to (a) the remaining Parking Areas developed by ANLBC and the development parcels within the Retail and Entertainment District and adjacent to the Stadium Site and Authority Parking and (b) all other development parcels acquired by ANLBC or BRED (the “Development Parcels”). As contemplated in the Parties’ plan of financing for the Stadium Project (“Plan of Financing”), attached hereto as Exhibit A, and in consideration, in part, of the “ANLBC Contribution” (as defined in Section 2 below and as provided for on Exhibit A), and of ANLBC conveying the land comprising the Stadium Site and Authority Parking to the Authority, the County Parties have agreed to finance the design, development and construction of the Public Infrastructure identified in this MOU as specifically provided for in the Plan of Financing and to be more specifically provided in the Intergovernmental Agreement and as limited by the Stadium Budget described in Section 2 of this MOU.

“Public Infrastructure” shall mean all property, facilities and improvements that facilitate the development and use of the Stadium Site and Authority Parking, including (a) property and improvements for drainage, sewage, pipeline relocation, and Authority Parking; (b) roadway, transit, pedestrian and other improvements including directional signage, each as provided for in the Transportation and Infrastructure Concept Plan contained in Exhibit D; (c) curbing, gutters, and lot striping, (d) transit improvements to facilitate public access to the Stadium and Authority Parking, also as provided for in the Transportation and Infrastructure Concept Plan described in Exhibit D; and (e) lighting, landscaping and utilities. “Public Enhancements” shall mean improvements to streets and sidewalks or other public rights-of-way for the purpose of enhancing the movement, safety, convenience, or enjoyment of the Stadium patrons and other pedestrians, such as directional signage, decorative lighting and surfaces, plantings, display and exhibit space, adornments, seating and transit and bus shelters and other designated improvements located within the Development Parcels that provide connectivity and unify the Stadium Project. Responsibility to pay for Public Enhancements will be agreed upon by the Parties as set forth in the Development Agreement, the Transportation and Infrastructure Agreement, and the Intergovernmental Agreement described in Sections 15, 16 and 17 herein. In no event, however, will public funds be expended to pay for Public Infrastructure on privately owned property or for property that will be owned privately.

The County has agreed to use its best efforts, as permitted by law and to the extent budgeted in the Plan of Financing and/or identified in the Transportation and Infrastructure Concept Plan contained in Exhibit D, or as may otherwise be supplemented by any available state or federal financial assistance, to modify and move existing roadways within the Site and the Development Parcels, including, without limitation, Windy Ridge Parkway and Circle 75 Parkway, as necessary, to accommodate the Parties’ desired location for the Stadium on the Stadium Site and the Authority Parking. The County will consider, in accordance with and subject to applicable law, requests for modifications to existing zoning regulations by ANLBC to the extent necessary for ANLBC to utilize the Stadium Site, the Authority Parking, the Parking

Areas and the Development Parcels for their intended purposes as described in this MOU. In the event the proposed Site is determined by the Parties to be unsuitable for location of the Stadium and Authority Parking, the Parties agree to work in good faith to secure an alternative site within Cobb County for the Stadium and the Authority Parking. The foregoing and any other provisions hereof to the contrary notwithstanding, the financial obligations of the Authority and the County with respect to the Public Infrastructure, the Public Enhancements and all other matters addressed in this Section 1 shall be limited to amounts that are budgeted within the Plan of Financing and further limited to (and shall not exceed) the related costs to be funded out of the County's Contribution (defined below) as expressly provided in the Plan of Financing and to be more specifically provided in the Intergovernmental Agreement.

2. Project Financing. The County Parties have agreed to provide for financing of the construction of the Stadium and Authority Parking improvements and for necessary improvements to the Stadium, the Stadium Site, the Authority Parking, and transportation and public infrastructure as provided for in the Transportation and Infrastructure Concept Plan contained in Exhibit D, with specific funding amounts and sources of funding to be contributed by the Public Bodies (the "County Contribution") as contained in the Plan of Financing shown on Exhibit A. Particulars of the County Contribution will be more fully set forth in the Bond Documents and the Intergovernmental Agreement. The County Parties agree to provide to ANLBC copies of all drafts distributed to other parties, proposed execution copies and execution copies of all Bond Documents being executed to effectuate the County Contribution and to allow ANLBC to review and comment on such draft Bond Documents, and to participate in all unprivileged related meetings, discussions and calls related to the County Contribution. ANLBC shall also have the right to review and comment on any documents which amend or modify the Bond Documents, and to the extent any such amendment or modification has a material impact on ANLBC's obligations hereunder, approve any such amendment or modification, such approval not to be unreasonably withheld, conditioned or delayed. ANLBC has agreed to contribute the amounts set forth on Exhibit A for those items related to the Stadium Project and Authority Parking listed on Exhibit A as the "ANLBC Contribution". The Parties anticipate a total Stadium Project budget not to exceed \$672,000,000 (the "Stadium Budget"), subject to a reduction of up to \$50,000,000 (the "ANLBC Discretionary Amount") in ANLBC's sole and absolute discretion and as described under the "ANLBC Contribution" set forth on Exhibit A. The Stadium Budget will include an amount allocated for usual and customary Stadium furniture, fixtures and equipment ("Stadium FF&E"), such Stadium FF&E to be consistent with recently built MLB stadiums and mutually agreed upon by the Parties, subject also to the Plan of Financing. Except for the ANLBC Discretionary Amount, any other increase or decrease in the Stadium Budget will require the prior, written consent of all of the Parties. The Parties agree that if the Stadium Budget (payable by the ANLBC Contribution and the County Contribution) is reduced by the ANLBC Discretionary Amount, the scope of the Stadium Project will be reduced and the Stadium Budget will be revised to reflect the reduction of the ANLBC Contribution ("Revised Stadium Budget") provided, however, in no event shall the County Parties be obligated for any costs exceeding the County Contribution except as may be specifically provided for in the next to last sentence of this Section 2. The Parties agree that the Stadium will be constructed pursuant to a fixed price or guaranteed maximum price contract (the "Contract") and that none of the Parties will be responsible for paying any additional amounts over and above the Stadium Budget or Revised Stadium Budget, as applicable, and that the Contract will

include an express deadline for completing the Stadium Project and financial penalties imposed on the contractor for failing to meet that deadline as more fully set forth in Section 5 below. Once the Stadium has been designed and approved by all of the Parties, change orders or upgrades requested by a Party and approved by the other Parties shall be paid for first from any project contingency set forth in the Stadium Budget and thereafter with funds outside the Stadium Budget by the Party requesting such change order. Unless the Authority or the County should incur responsibility for a cost pursuant to the preceding sentence or as may otherwise be agreed to by the Public Bodies in writing, in no event shall any of the Public Bodies have any responsibility for costs or expenses of the Stadium Budget or Revised Stadium Budget that are not provided for in the County Contribution under the Plan of Financing.

3. Stadium Design and Construction.

(a) Design. ANLBC shall contract with an architect to design the Stadium, such architect to be subject to the County Parties' approval, such approval not to be unreasonably withheld, conditioned or delayed. ANLBC will have final (except for non-delegable governmental functions of the County or the Authority as required by law) approval rights over the design and construction plans and specifications for the Stadium, provided that the County Parties shall have the right to participate in all design meetings and the right to review and comment on the material design aspects of the proposed plans and specifications for the Stadium, and provided that the material elements of the final design must be acceptable to all Parties, such acceptance not to be unreasonably withheld, conditioned or delayed. ANLBC and the County Parties shall work together to develop a process for the submission to, and timely review and comment by, the County Parties of proposed plans and specifications, in order to provide for an orderly and expeditious design review process. ANLBC shall be responsible for paying all fees to the Stadium architect and such fees shall come out of the ANLBC Contribution to the Stadium Budget. In light of its role regarding design, ANLBC shall also have all responsibility for design matters, insurance and bonding requirements for the selected architect, and all responsibility for the Stadium Budget, including, without limitation, cost overruns (except for change orders and resulting cost overruns pursuant to the next to last sentence of Section 2 above).

(b) Construction. The County Parties will contract with ANLBC or an ANLBC Affiliate to serve as construction manager (the "Construction Manager") (such contract being the "CM Agreement"). The Construction Manager will not be responsible for actual construction work or providing construction labor or building materials, but rather, pursuant to the CM Agreement, the Construction Manager, subject to the rights of the County Parties set forth herein, shall be responsible for all aspects of managing the construction of the Stadium and the Authority Parking, including, without limitation, the process whereby the County Parties will select and contract with the general contractor and/or any other person or entity necessary for the construction of the Stadium and the Authority Parking, and ensuring that the Stadium and Authority Parking meet the approved design criteria, plans and specifications developed by the architect retained by ANLBC, provided that the final construction contract must be acceptable to all Parties, such acceptance not to be unreasonably withheld, conditioned or delayed. The general contractor will be a nationally or internationally recognized general contractor experienced in the construction of professional sports and entertainment venues and related facilities of the nature contemplated in this MOU. However, the award of the construction

contract shall be subject to compliance with the Georgia Local Government Public Works Construction Law and compliance with all applicable federal, state and local laws and regulations. Payment and performance bonds and insurance certificates shall be required from the general contractor, and from such major subcontractors as the parties may reasonably agree or as may otherwise be required by any lenders or otherwise required in connection with the Bond Transaction. ANLBC or its Affiliate shall regularly consult with the County Parties in the management and development of the Stadium and Authority Parking and shall consider in good faith their advice and opinions. Pursuant to the CM Agreement, ANLBC shall participate in and approve all aspects of the construction of the Stadium and the Authority Parking including, without limitation, prior review and approval of all Stadium and Authority Parking plans and specifications (to the extent not approved as part of the architect plans and specifications), shall conduct a prior review and approval of all contractors, and shall coordinate and participate in construction or project team meetings and completion reviews. In light of its role regarding construction, ANLBC shall also have all responsibility for management of construction matters and all responsibility for related Stadium Budget impacts, including, without limitation, cost overruns (except for change orders resulting in cost overruns pursuant to the next to last sentence of Section 2 above). The County will conduct required inspections for compliance with federal state and local building codes and other laws and regulations.

4. Term and Termination. The "Term" of the MOU shall commence upon the date set forth above and ANLBC hereby agrees to cause the Team to play its home games at the Stadium commencing with the 2017 MLB season through the conclusion of the Team's 2046 season, inclusive of any extension and subject to termination as set forth herein or in the Stadium Operating Agreement or Non-Relocation Agreement. The Parties shall have certain limited termination rights as more fully set forth in the Stadium Operating Agreement and the Non-Relocation Agreement. In addition, ANLBC shall have the right to terminate this MOU (and the Stadium Operating Agreement) in the event the Bond Transaction has not closed in the Bond amount set forth in the Plan of Finance by December 31, 2014, provided that funding from the CID may be provided by guaranteed installment payments, and funding of local transportation improvement contributions may be provided as set forth in the Transportation and Infrastructure Agreement, Exhibit D. Each Party retains the right to seek money damages, specific performance, and any other remedies available at law. ANLBC shall have the option to extend the Term of this MOU (and the Stadium Operating Agreement) for an additional five (5) years, through December 31, 2051, by providing written notice to the Authority on or before April 1, 2045.

5. Stadium Construction Commencement and Completion Date. The Parties agree to use their collective best efforts to cause the commencement of construction of the Stadium and Authority Parking no later than January 1, 2015 and to cause such construction to be completed, in the case of the Stadium office space for occupancy by ANLBC, on or before December 15, 2016 and in the case of the entire Stadium on or before February 1, 2017; provided that the Stadium and the Authority Parking shall have received all necessary approvals including, without limitation, regulatory, MLB and ANLBC approval, such that the Stadium and the Authority Parking can be used for the intended purpose of the Team playing its home games at the Stadium commencing in March of 2017. The County Parties agree that completion of the Stadium and the Parking Areas on time is of great importance to ANLBC and that ANLBC will

suffer substantial damages in the event the Stadium and the Authority Parking are not completed on time. As such, the Parties agree that the construction agreement with the general contractor shall contain a provision that if the Stadium and the Authority Parking are not completed on or before March 1, 2017, the general contractor agrees to compensate ANLBC through late delivery liquidated damages in an amount acceptable to ANLBC and to be set forth in the construction contract for each home game for which the Stadium is not available for the Team to play its home games, and to compensate other Parties through other liquidated damages as deemed appropriate by the Parties and set forth in the construction contract.

6. Use, Operation and Management of the Stadium, Stadium Site, Parking Areas and Retail and Entertainment District. Except for the County's right to conduct a limited number of special events at the Stadium per Section 12 below, ANLBC shall have the exclusive right to use, manage, operate and permit designated third parties to use, manage and operate the Stadium, the Stadium Site, Authority Parking, and the Retail and Entertainment District including Parking Areas, for all lawful purposes during the Term (including any extension thereof) including, without limitation, the exclusive right, to exhibit, promote, schedule and play Team home games in the Stadium and to exercise its best and diligent efforts to regularly authorize, promote and/or stage other sporting events, special events, concerts, festivals and/or other activities or events in the Stadium, the Stadium Site, the Parking Areas and the Retail and Entertainment District. ANLBC shall be permitted to enter into contracts, retain vendors and otherwise take all other actions necessary and desirable to exploit the exclusive rights set forth herein, provided the same are lawful and are within the scope of this MOU.

7. Stadium Revenues. Except for payment to the County Parties of the Stadium Rent and the Additional Rent (each as defined in Section 10 below), ANLBC shall have the right to retain all revenues, fees and other amounts generated by ANLBC pursuant to the Stadium Operating Agreement and this MOU from the use, operation, management, license, sublicense and/or rental of the Stadium, the Stadium Site, the Authority Parking (for Stadium events), the Parking Areas and the Retail and Entertainment District including, without limitation, all revenues from the sale of private club membership fees, catering and restaurant revenues, office space, private suites, club seats, premium seating licenses, pavilion areas, sponsorships, signage and advertising sales, ticket sales, concessions, broadcast, merchandise, Internet and other media revenues, special event revenues and all other revenues generated in connection with the Stadium, the Stadium Site, the Authority Parking, the Parking Areas and the Retail and Entertainment District and all of the uses set forth in Section 6 above, provided, that the scope of the foregoing does not extend to public tax or assessment revenues such as hotel/motel tax revenues or other public revenues such as from trains, circulators, buses or other public transportation services. ANLBC shall have the right to contract with, and sublicense its rights to, third party vendors retained by ANLBC, provided such activities are lawful and are within the scope of this MOU. The parties understand that the scope of this Section 7 is limited to revenues of the Stadium Project (which includes the Authority Parking). The County Parties disclaim any right to private revenues that are not revenues of the Stadium Project (including the Parking Areas), and ANLBC disclaims any right to revenues from public facilities, services or functions.

8. Stadium Expenses. Except to the extent that this MOU provides for the payment of Capital Maintenance and Repairs (as defined in Section 9 below), ANLBC shall be

responsible for all costs and expenses in connection with its use, operation and management of the Stadium, the Stadium Site and the Authority Parking, including, but not limited to, utilities, cleaning, routine maintenance and routine repairs (as shall be defined in the Stadium Operating Agreement, but excluding staffing, cleaning and utilities for County events described in Section 12 below). The Stadium's architect and general contractor shall be required in their contracts to provide insurance coverage for the Parties during the design and construction of the Stadium, respectively, all such insurance in amounts, types and with providers acceptable to all of the Parties and as more fully set forth in the Stadium Operating Agreement. The County Parties shall be responsible during the Term for obtaining and administering all insurance related to the ongoing "all-risk" coverage for the damage or destruction of the Stadium and its components (but excluding Team personal property) and covering the County's use of the Stadium for County events, all such insurance in amounts, types and with providers acceptable to the Parties and as more fully set forth in the Stadium Operating Agreement, provided that the costs of such insurance shall be borne half by ANLBC and half by the County Parties. ANLBC shall be solely responsible for the cost and expense of insurance in connection with its operation of the Stadium and Team personal property being consistent with insurance typically obtained in connection with similar stadium projects and events in amounts and with providers consistent with industry standards for MLB stadiums and as more fully set forth in the Stadium Operating Agreement.

9. Capital Maintenance Fund. ANLBC and the County Parties agree to establish the "Capital Maintenance Fund" for capital maintenance and repairs for the Stadium and Authority Parking, to make equal annual contributions to the fund, and to each be responsible, on an equal, 50/50 basis, for all capital improvements and all capital maintenance and repairs needed, from time to time, for the Stadium, the Stadium Site and the Authority Parking (such proposed capital improvements and repairs (the "Capital Maintenance and Repairs") to be submitted by ANLBC to the County Parties and mutually agreed upon by all Parties on an annual basis and reflected in a written document and as more fully set forth in the Stadium Operating Agreement and Intergovernmental Agreement. Notwithstanding the foregoing, the maximum total contribution by the County Parties hereunder for Capital Maintenance and Repairs during the initial thirty (30) year Term shall not exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000.00). The Parties intend for the Stadium to be maintained in such a manner so as to be a competitive MLB facility throughout the Term (including any extension thereof). ANLBC and the County Parties agree that Capital Maintenance and Repairs shall include, without limitation, the items of the type listed on Exhibit C. Any Capital Maintenance and/or Repair necessitated by an emergency, as shall be defined in the Stadium Operating Agreement, shall not require prior submission to the County Parties and may be made by ANLBC in its reasonable discretion, but notice of the repair, the circumstances necessitating the repair, and the cost shall be provided to the County Parties within five (5) business days of the occurrence. The County Parties shall hold and maintain the Capital Maintenance Fund. The Parties will fund the Capital Maintenance Fund so that it will have a minimum balance at all times following initial funding in an amount reasonably acceptable to and agreed upon in writing by the Parties and funded by the Parties based on the forecasted needs of the Stadium to allow the Stadium to maintain its status as a competitive MLB facility. The Parties intend to fund the initial balance in the Capital Maintenance Fund out of anticipated savings on or reductions of the Stadium Budget, County Parties' tax credits or rebates that may be applicable to the Stadium Project, revenues from County events described in Section 12 below, and/or other sources acceptable to the Parties, provided, however, the Parties do not

anticipate the need to draw upon the Capital Maintenance Fund until after the conclusion of the Team's third (3rd) season playing at the Stadium. The Capital Maintenance Fund shall be maintained as a separate trust fund by the County and the amounts in the Capital Maintenance Fund, including all earnings on such amounts, shall be disbursed from time to time solely for the purpose of financing approved Capital Maintenance and Repairs at the Stadium during the Term (including any extension thereof). All disbursements of such funds shall be subject to the prior, written approval of ANLBC and the County. The funds in the Capital Maintenance Fund shall be managed and invested by a third party investment advisor acceptable to the Parties in such investments as are permitted under applicable county, state and federal law and regulations. In the event any monies remain in the Capital Maintenance Fund at the end of the Term (including any extension thereof) or upon any termination of this MOU or the Stadium Operating Agreement, such monies shall be divided on the basis of the Parties' relative contributions to the Capital Maintenance Fund. The foregoing notwithstanding, ANLBC shall exclusively bear the costs of upgrades or requests that exceed industry standards and that are not reasonably necessary to maintain the Stadium as a competitive MLB facility. The foregoing and any other provisions hereof to the contrary notwithstanding, except to the limited extent provided above regarding the Capital Maintenance Fund and certain insurance requirements pursuant to Sections 8 and 12 of this MOU, the financial obligations of the County Parties under this MOU shall be limited to amounts that are within the Stadium Budget or Revised Stadium Budget and further limited to (and shall not exceed) the related costs to be funded out of the County's Contribution as expressly provided in this MOU.

10. Stadium Rent and Additional Rent. Commencing in 2017 and each year thereafter during the Term (including any extension thereof), ANLBC shall pay to the appropriate County Party as designated in the Intergovernmental Agreement ("Appropriate County Party"), as applicable, annual rent in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) (the "Stadium Rent"), payable in equal, semi-annual payments on June 1 and October 1 of each year. The Stadium Rent first shall be used to fund debt service on the bonds financing a portion of the County Contribution as set forth in the Plan of Financing (including any refunding bonds or other refinancing of the bonds, the "Bonds"). If the Bonds on the Stadium have been retired, the Stadium Rent shall next be applied to fund the County Parties' contribution to the Capital Maintenance Fund as required under Section 9 of this MOU for that year. If any excess remains after the County Parties' obligations to fund debt service have been retired and the County Parties' contribution to the Capital Maintenance Fund is satisfied for the year in which the Stadium Rent is received, the County may contribute the excess to the Capital Maintenance Fund in its name as a credit against future years' Capital Maintenance Fund funding obligations, or may utilize the excess for other County purposes within the CID, including transportation, public safety and infrastructure needs, Public Infrastructure or Public Enhancements contemplated by this MOU, projects benefiting the Public Bodies, and/or tax reduction measures. The Stadium Rent is guaranteed and payable by ANLBC whether or not ANLBC is using the Stadium. Commencing in 2017, ANLBC has also agreed to pay to the appropriate County Party as designated in the Intergovernmental Agreement, additional rent in the amount of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00) (the "Additional Rent"), payable in equal, semi-annual payments on June 1 and October 1 of each year, such Additional Rent to be funded by ANLBC in its discretion which may include from potential naming rights revenues, parking revenues and Stadium marquee advertising revenues.

The Additional Rent is also guaranteed and payable by ANLBC whether or not it receives any revenues from the aforementioned sources but subject to the last sentence of this Section 10. The Additional Rent shall be used solely to fund debt service on the bonds financing a portion of the County Contribution as set forth in the Plan of Financing (the "Bonds"). Once the Bonds on the Stadium have been retired, ANLBC shall no longer be required to pay the Additional Rent.

11. Stadium Naming Rights. ANLBC shall have the exclusive right to sell naming rights to the Stadium as a whole and, except for payments it makes as part of the Additional Rent, to retain all revenues derived from such sale, provided that its payment obligations are not limited to such source. ANLBC agrees it will not sell naming rights to the Stadium to any entity engaged in any business involving illegal activity, sexually suggestive conduct and/or obscene or pornographic materials. The County and the Authority acknowledge that ANLBC reserves the right to sell sponsorship or naming rights to other areas of the Stadium (including, without limitation, cornerstone or founding partner sponsorships), the Stadium Site, Authority Parking, the Parking Areas and the Retail and Entertainment District including, without limitation, to private clubs, suite levels, parking lots, party areas, and other areas within the Stadium, the Stadium Site and the Retail and Entertainment District and to retain all revenues related to such sales for such other areas.

12. County Events. During the term of the Stadium Operating Agreement, the County shall have the right to conduct up to three (3) special events per year (but excluding concerts and other professional sporting events which rights are reserved to ANLBC) (the "County Events") at the Stadium. The Parties may mutually agree to allow the County or the Authority to conduct additional County Events from time to time. The Parties agree that ANLBC (or its sublicensed vendors) will be responsible for staffing, managing, and operating the Stadium for such County Events and the Parties will negotiate in good faith an acceptable revenue share and reimbursement to ANLBC in connection with its management and operation of such County Events. Each County Event is subject to the prior, written approval of ANLBC, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that ANLBC baseball and non-baseball events shall take priority over County Events in the case of any scheduling conflict identified prior to the written approval of ANLBC. The net revenues received from County Events at the Stadium may be used solely to fund debt service on the Bonds financing a portion of the County Contribution until such debt service is retired. Once the debt service on the Bonds financing a portion of the County Contribution has been retired, the County shall apply such net revenues to fund the Capital Maintenance Fund as required under Section 9 of this MOU for that year. If any excess remains after the County Parties' obligations to fund debt service have been retired and the County Parties' contribution to the Capital Maintenance Fund is satisfied for the year in which the net revenues are received from one or more County Events, the County may contribute the excess to the Capital Maintenance Fund in its name as a credit against future years' Capital Maintenance Fund funding obligations, or may utilize the excess for other County purposes within the CID, including transportation, public safety and infrastructure needs, Public Infrastructure or Public Enhancements contemplated by this MOU, projects benefiting the Public Bodies, and/or tax reduction measures. The County will give advance, written notice of any such proposed County Events prior to the commencement of any Stadium operating year and ANLBC will review such request with the Team's home schedule and any non-baseball event schedule. The Stadium Operating Agreement will include

insurance and indemnity requirements applicable to third parties utilizing the Stadium in connection with such County events.

13. Parking. The Authority Parking shall be constructed in a manner, location and layout acceptable to all Parties (such acceptance not to be unreasonably withheld, conditioned or delayed). ANLBC shall have the exclusive right to manage, operate, use and sublicense the Authority Parking in its sole discretion and shall set all fees associated therewith. ANLBC shall retain all parking revenues in connection with all uses of the Authority Parking provided, commencing in 2017, ANLBC may utilize some of such parking revenues in its sole discretion to fund its Additional Rent obligation set forth in Section 10 above, provided its payment obligations are not limited to such source. To the extent that such assets are within its control, and do not involve the rights of third parties such as under a Georgia Department of Transportation easement, the County and the Authority also respectively agree to make all County and/or Authority owned or controlled parking areas within two (2) miles of the Stadium available to ANLBC for use at actual cost, as determined by the County Parties, for all Stadium events including, without limitation, all Team home games, subject to the right of the County Parties to reserve and prioritize for their own needs.

14. Stadium Marquee. The Parties anticipate that the Stadium Site will include a highway marquee advertising Stadium events and attractions (the "Stadium Marquee"). ANLBC shall have the right to control and sell all advertising, sponsorship and promotional inventory related to the Stadium Marquee and to retain all revenues related thereto provided, however, commencing in 2017, ANLBC may elect in its sole discretion to utilize such Stadium Marquee advertising revenues to fund its Additional Rent obligations set forth in Section 10 above, provided its payment obligations are not limited to such source. The Authority and the County acknowledge and agree that there may be additional highway marquees on the Site (which shall be subject to local zoning laws, ordinances and regulations, even if located on publicly owned land) and/or within the Retail and Entertainment District and ANLBC shall have the right, as among the Parties, to control and sell all advertising, sponsorship and promotional inventory related to such additional highway marquees and to retain all revenues related thereto.

15. Development Agreement. The County and the Authority agree to enter into the Development Agreement with ANLBC or BRED acceptable to all Parties (such acceptance not to be unreasonably withheld, conditioned or delayed) in connection with the design and development of the Stadium, Stadium Site and the Authority Parking. Subject to its rights and obligations as a local government, the County agrees to support ANLBC's or BRED's commitment to develop the Retail and Entertainment District, including Parking Areas adjacent to the Stadium Site. At a minimum, the Development Agreement will contain the County's commitment to consider, in accordance with and subject to applicable law, the enactment or granting of such necessary modifications to existing zoning regulations requested by ANLBC as may assist ANLBC with the development, permitting and zoning issues listed in Exhibit C.

16. Transportation and Infrastructure Agreement. The County agrees to enter into the Transportation and Infrastructure Agreement with ANLBC or BRED acceptable to all Parties (such acceptance not to be unreasonably withheld, conditioned or delayed). At a minimum, the Transportation and Infrastructure Agreement will contain the County's commitment to use its best efforts to implement the transportation services and infrastructure improvements to support

the Stadium, and the Stadium Site, and the Retail and Entertainment District as described in Exhibit D.

17. Intergovernmental Agreement. The County Parties agree to cause the Intergovernmental Agreement to be executed such that the County Parties can meet their obligations under this MOU and the Stadium Operating Agreement. It is contemplated that the CID will be a party to the Intergovernmental Agreement, which shall grant all necessary rights to the County so as to allow ANLBC to deal directly with only the County on all matters related to this MOU and the Stadium Operating Agreement. The Authority will act only as a conduit for the issuance of the Bonds contemplated in the Plan of Financing as special limited obligations of the Authority, and the County's payment obligations under the Intergovernmental Agreement will be pledged to secure the Bonds. The County will otherwise act on behalf of both County Parties under the Definitive Documents, all as more particularly to be provided in the Intergovernmental Agreement and the other Definitive Documents. Without limitation, the County will receive all revenues to be paid to the Public Bodies as provided herein, and, pursuant to the structure of such bond issue, will ultimately acquire legal title to the Stadium Project. The County's designated financial and legal advisors will prepare and advise on the necessary Bond Documents. Notwithstanding anything to the contrary contained herein, the Authority incurs no financial or other liability by virtue of its execution and delivery of this MOU. All obligations of the Authority under this MOU are, and under the Bond Documents and the other Definitive Documents will be, non-recourse to the Authority. Prior to validation of the Bonds, subject to the County's prior written approval (not to be unreasonably withheld, conditioned or delayed), the Authority's expenses incurred in the negotiation, execution, delivery or performance of this MOU or the Definitive Documents, including in connection with the validation of the Bonds or any challenges thereto will be reimbursed by the County. Upon validation of the Bonds, such reimbursement shall be governed by mutually agreeable provisions set forth in the Intergovernmental Agreement.

18. Taxes. The County or the Authority, as applicable, shall be responsible for the full amount of any and all real and personal ad valorem taxes, if any, which may be assessed or imposed upon such County Party's taxable interests in and to the Stadium and Authority Parking and all related premises, land, and leasehold improvements owned by the County or the Authority including, without limitation, the Stadium Site and Authority Parking. ANLBC shall be responsible for the full amount of any and all taxes, assessments, licenses and charges and fees without limitation (including tap fees for the Stadium Project, which are not being waived or paid out of the Stadium Budget for the Stadium Project, and tap fees for the Development Parcels) on its operations and its own property. The County agrees that it will not impose any tax, surcharge, impact fee, assessments or other similar charge specifically against ANLBC's business (i.e. a Stadium ticket tax), provided, however, such provision shall not prevent the County from implementing such taxes, surcharges, fees, etc. generally against businesses within the County.

19. Insurance and Claims. The Stadium Operating Agreement shall provide for insurance and claims procedures usual and customary for a transaction of this nature including naming each other as additional insured with respect to the activities contemplated in Sections 8 and 12 of this MOU and the Stadium Operating Agreement.

20. MLB Subordination. This MOU (and the Definitive Documents, but excluding the Bond Documents to which ANLBC is not a party) and any rights or exclusivities granted by ANLBC hereunder (or thereunder) shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreements entered into by, or on behalf of, any of the MLB entities or affiliates, or the member MLB member clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB entity, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB entities. If the MLB Documents or any act or omission of ANLBC taken to comply with them has a material adverse impact on the rights of the Authority or County under this MOU or any of the other Definitive Documents, then the Authority and the County shall have certain rights to be set forth in the Stadium Operating Agreement and the Non-Relocation Agreement, which may include, without limitation, remedies for damages provided by law (but not for injunctive relief, specific performance or other remedy which would prevent ANLBC's compliance with the MLB Documents), indemnification and liquidated damages.

21. Miscellaneous Provisions; Assignment by ANLBC. This MOU shall be governed by Georgia law. Any action to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia. None of the Parties may assign its rights or obligations under this MOU (or the Stadium Operating Agreement) without the prior, written consent of the other Parties provided, however, the County Parties acknowledge and agree that ANLBC may assign its rights and obligations hereunder as a whole to any successor-in-interest or new owner of the Team provided MLB has approved such transaction and provided such successor-in-interest or new owner has assumed the obligations of ANLBC under this MOU and the other Definitive Documents (particularly including, but not limited to, the Non-Relocation Agreement) except in the event of a change of control of ANLBC pursuant to which ANLBC remains a party to this MOU and the other Definitive Documents (particularly including, but not limited to, the Non-Relocation Agreement).

22. Option to Purchase and Right of First Refusal. If, at any time during the Term of this MOU or the Stadium Operating Agreement, the County or the Authority (or either of them) propose to sell their interest in the Stadium and Authority Parking to a third party, the County or the Authority shall first give ANLBC a written offer to sell its respective interest in the Stadium and Authority Parking to ANLBC on the same terms and conditions on which the County or the Authority propose to sell its respective interest in the Stadium and Authority Parking to such third party (which the County and the Authority acknowledge would require the consent of ANLBC per Section 21 above regardless of whether ANLBC exercises its rights set forth in this Section 22). ANLBC shall have a period of one hundred twenty (120) days to accept or reject such offer. In addition, if at any time during the Term of this MOU or the Stadium Operating Agreement, ANLBC desires to purchase the interest of the County or the Authority in the Stadium and the Authority Parking and/or the County or the Authority contemplate a sale of its interest in the Stadium and/or the Authority Parking, the County or the Authority shall negotiate

exclusively and in good faith with ANLBC to sell its interest in the Stadium and/or the Parking Area to ANLBC for a period of ninety (90) days before negotiating with other potential purchasers of such interest (and provided, the Parties acknowledge that ANLBC shall retain its consent rights set forth in Section 21 above regardless of whether ANLBC exercises its rights set forth in this Section 22). In light of applicable legal restrictions on the County, in order to implement the above, the seller to ANLBC of any such interest (prior to the retirement of the Bonds financing a portion of the County Contribution) shall be the Authority, but the County shall convey its interest to the Authority for such purpose. However, all sale proceeds shall be paid to the County.

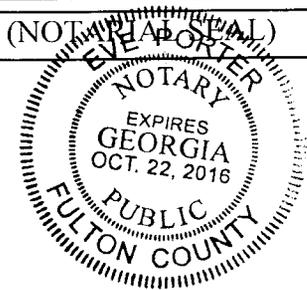
23. Non-Relocation Agreement. The Parties agree to execute the Non-Relocation Agreement on terms acceptable to the Parties. The Non-Relocation Agreement shall include usual and customary provisions for a transaction such as the Stadium Project, acceptable to the Parties, including, without limitation, ANLBC's commitment to cause the Team to remain in Cobb County, Georgia, ANLBC's commitment to play all of its regular season home games and post-season home games at the Stadium, and certain rights and remedies of the Parties (including liquidated damages) in the event of a breach of the Non-Relocation Agreement by a Party.

24. Counterparts. This MOU may be executed in any number of counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting one and the same agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this MOU has been executed by duly authorized officers of ANLBC and duly authorized officials of the Authority and the County, each of whom hereby represents and warrants that he has the full power and authority to execute this MOU in such capacity, all as of the day and year first above written.

	ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.
	By: <u><i>James F. M. Burk</i></u>
	Its: <u>Chairman & CEO</u>
Sworn to and subscribed before me this <u>26th</u> day of <u>November</u> , 2013	
Notary Public <u><i>Eric Porter</i></u>	
My Commission Expires: <u>10/22/16</u>	



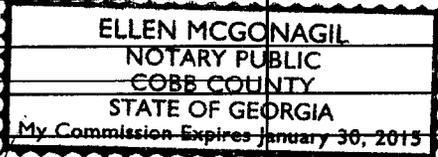
[SIGNATURES CONTINUED ON NEXT PAGE]

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

By: Jerry Nix
Jerry Nix
Chairman

Sworn to and subscribed before me this 25 day of Nov, 2013

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

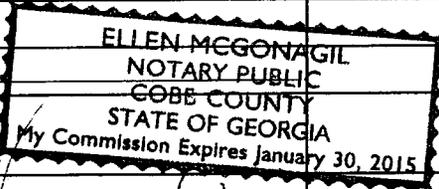


Notary Public
My Commission Expires:

Ellen McGonagil
(NOTARIAL SEAL)

By: Johnny Cresham
Johnny Cresham
Secretary

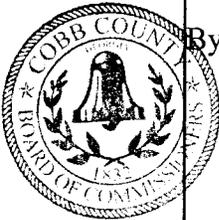
Sworn to and subscribed before me this 25 day of Nov, 2013.

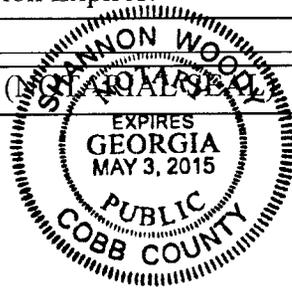


Notary Public
My Commission Expires:

Ellen McGonagil
(NOTARIAL SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

	COBB COUNTY, GEORGIA
	By: <u>Timothy D. Lee</u> Timothy D. Lee Chairman Cobb County Board of Commissioners
Sworn to and subscribed before me this <u>5th</u> day of <u>December</u> , 2013	
<u>[Signature]</u>	
Notary Public	Attest: <u>Candace W. Clavin</u> County Clerk/ Deputy County Clerk
My Commission Expires: <u>5-3-15</u>	



Approved as to form:
[Signature]
Deborah L. Dance
County Attorney

Exhibit A – Plan of Financing

ANLBC Contribution:

The "ANLBC Contribution" will equal no less than \$230,000,000 plus the ANLBC Discretionary Amount in its sole and absolute discretion plus the Stadium Rent and the Additional Rent as specifically provided for in this MOU.

County Contribution:

The total maximum "County Contribution" will equal \$300,000,000 and is comprised of the contributions from the County and the CID itemized below:

- \$ 14,000,000 – transportation improvement contribution, the terms of which will be set forth in the Transportation and Infrastructure Agreement and are generally described in Exhibit D to the MOU.
- \$ 10,000,000 – Cumberland CID contribution, the terms of which will be set forth in the Intergovernmental Agreement.
- \$368,000,000 of revenue bonds issued by the Authority as special limited obligations of the Authority, secured by a pledge of the designated amounts payable by the County under the Intergovernmental Agreement. Other matters with respect to the Bonds will be set forth in the Intergovernmental Agreement and the Bond Documents. Based on current estimates of the debt service on the Bonds, the ANLBC Stadium Rent and Additional Rent is expected to cover anticipated debt service on \$92,000,000 of Bonds. Annual payments of debt service on the remaining \$276,000,000 of Bonds will be paid from the following sources:
 - \$ 940,000 – Existing Hotel/Motel Tax;
 - \$ 400,000 – Rental Car Tax to be approved by the County;
 - \$8,670,000 – Reallocation of current County ongoing annual revenues;
 - \$5,150,000 – New Cumberland Special Service District to consist of areas of commercial development within the approximate footprint of the Cumberland CID (and excluding the location of privately owned single family residences, town homes and condos), with a new approximately three (3) mills property tax to be levied within the new district;
 - \$2,740,000 – New Cumberland Special Service District Hotel Circulator Fee (\$3 per room per night charge for hotels and motels in district footprint).

Capital Maintenance Fund Financing:

As set forth in Section 9 of MOU, the Capital Maintenance Fund will be funded equally by ANLBC and the County Parties, as will be more fully provided in the Stadium Operating Agreement or the Development Agreement or both.

Exhibit B – Capital Maintenance and Repairs

Examples of Capital Maintenance and Repair include, without limitation, the following:

- (a) HVAC Capital: Including but not limited to major repair or replacement of all HVAC systems and control components including but not limited to central chillers, cooling towers, heat exchangers, DDC automation, energy management systems, package units, air handlers, power induction units, electric or gas heating devices and related equipment.
- (b) Plumbing Capital: Including but not limited to major repair or replacement of all water, sewer and gas lines, pumps, pump motors, gearboxes, grease traps, hot water tanks, hot water heaters, boilers either gas or electric, internal coils, manifolds, etc.
- (c) Electrical Capital: Including but not limited to major repair or replacement of main power feeds, main switchgear, buss bars, automatic transfer switches, emergency generators, ups systems, field/sports lighting and its components, general power distribution, energy management devices, program and lighting hardware and software, etc.
- (d) Fire Protection Capital: Including but not limited to major repair or replacement of fire pumps and motors, wet and dry sprinkler distribution, piping, ansul systems and main annunciator and related alarm devices, etc.
- (e) Concession Capital: Including but not limited to major repair or replacement of structurally mounted concessions fixtures and equipment provided by the County or the Authority (e.g., exhaust vents, grease traps, ansul systems, electrical hook-ups, counters, countertops, roll-down doors, plumbing and sinks, fixtures and lighting).
- (f) Concrete Capital: Repair and/or replace cracked and/or disintegrated concrete surfaces as needed including but not limited to concourses, pre-cast, cast in place, spalling, sidewalks, curbing, ADA ramps, traffic coatings, stair risers, stucco walls, effis walls & ceilings etc.
- (g) Seating Capital: Replace in part or entire sections of seats and seat standards, filigrees, cup holders and all other integral components of permanently affixed fan seating. Spare seats and seat parts inventory not less than 2.5% of total fixed seating.
- (h) Painting Capital: Includes all protective paints and coatings including but not limited to paint, stains, waterproof and anti-slip coatings as specified. Full scale painting of all structural steel, fencing, hand rails, gates, metal fascia, etc. Seal coating and application of anti-slip coatings, traffic coatings and stains. Painting of common areas including but not limited to open concourses, service area, equipment and storage rooms, restrooms, etc.

- (i) Field/Sports Lighting Capital: Field/ lighting replacement and all related components including but not limited to lamps, fixtures, lenses, ballasts, relays etc. All considered capital and replaced per manufacturer's recommendation or as necessary to meet MLB minimum standards, spare parts inventory not less than 2.5% of inventory.
- (j) Fencing/Gates/Netting Capital: Including but not limited to major repair or replacement of security fencing including steel, aluminum, chain link, wood, etc. within the park and parking lots. Included in this would be field wall and padding, home plate and batting practice netting and support structures.
- (k) Parking Lot Capital: Including but not limited to major repair or complete resurface of all asphalt parking surfaces, walkways and structures, weather shelters, curbing, car stops, light poles, lamps and bases, general lighting and power, distribution lines, wiring, panels, transformer etc. Lot stripping, patching, crack-fill and sealcoating.
- (m) LED Matrix Capital: Including but not limited to major repair or replacement of all LED boards, including but not limited to main scoreboard, marquee, ribbon boards, speed of pitch, out of town and strike our boards, in house TV monitors, etc. Includes LED board hardware, wiring, software and other components integral for system operation.
- (n) PA Systems Capital: Including but not limited to major repairs or replacement of general sound systems including public announce system, main park speakers systems, amps and related components.
- (o) Other Capital: Major repairs or replacement due to electrical failures or short circuits in risers, panels, disconnect, transformers, circuit boards, main switches and overload protection and control hardware. Major repairs or replacement due to inclement weather including but not limited to damage from major & minor leaks, floods, tornados, lightning, earthquakes and other acts of God.
- (p) Elevator/escalator Capital: Major repairs or replacement of any component integral to elevator/escalators operation including but not limited to cabs, steps & step combs, controls (internal and external) motors, cables, or other as required by state or county regulation.
- (q) Carpeting Flooring Capital: Including but not limited to replacement of any carpet, hard wood, ceramic, vinyl or other flooring material.
- (r) Door/Lock Capital: Major repair or replacement of any entrance security door and its components including but not limited to glass, metal, steel

frame, motorized or manual roll-up doors, etc. Includes all hardware and software for digital locks and security access tracking systems.

- (s) Roofing/Fascia Capital: Major repair or replacement of any roof or roof type structure including but not limited to built-up, PVC, EDPM, metal canopies and/or awnings, etc. Pressure wash, caulk, point and seal coat exterior brick, stucco or precast property envelope no later than every seventh year or sooner as needed.
- (t) Glass/Window Capital: Major repair or replacement of glass/window and Components including but not limited to press or media fixed or retractable Windows storefronts, main entrances, ticketing and restaurants, etc.
- (u) Control Room Capital: Major repair or replacement of master control room Systems and components integral to park, game, event and building technology operations.

Exhibit C – Certain Material Elements of Development Agreement

- Assistance with reviewing and understanding ordinance provisions, as needed, regarding street vendors, gypsy lots, and ticket scalping from the site or adjacent areas.
- Assistance with initiating applications and procedures as are legally required to procure for the Site all required DRI, zoning, rezoning, use permits, road approvals, landscape approvals, etc. to allow for a mix of residential, retail, office and hotel.
- Assistance with other local, state and federal governmental entities, in seeking to cause the Stadium Project to receive available governmental assistance to support key aspects of the Stadium Project, including without limitation: (i) environmental remediation; (ii) transportation improvements; (iii) bus and other transit opportunities; and (iv) employment and economic development.
- Assistance and cooperation in working through the various Public Bodies for various permits and approvals required to be obtained by ANLBC or BRED, and its Affiliates or successors, to develop, improve and operate the Stadium Project with the goal of eliminating duplication of permitting requirements to the extent legally possible.
- Provision of a County representative to act as “Single Point of Contact” to implement assistance provided for by the Development Agreement.

Exhibit D – Transportation and Infrastructure Concept Plan

Roadway improvements:

1. Proposed Windy Hill Diverging Diamond Interchange and corridor improvements extending from U.S. 41 to Powers Ferry as currently designed pending funding approval.
2. Proposed Windy Ridge Pkwy Connector, subject to design approval and best efforts to obtain funding for design and construction.
3. GDOT funded Northwest Corridor I-75 Managed lanes from I-285 north to the I-575 split and from I-575 to Hickory Grove Road and on I-575 from I-75 to Sixes Road, as currently under construction.

Transit Improvements:

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

Pedestrian Improvements:

1. Proposed potential Ped/Transit only bridge spanning across I-285 from the Galleria area across I-285 to the Site near US 41/I-75/I-285, subject to best efforts to obtain funding for design and construction.
2. Additional sidewalk improvements throughout the Site supporting the Stadium site, subject to best efforts to obtain funding for design and construction.

Other:

In-house traffic study to be provided by the County

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

Note: The Parties acknowledge that the listing above is conceptual only, and that the Parties will enter into a Transportation and Infrastructure Agreement.