

MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
GWCC Authority Board Room
Tuesday, October 29, 2024
12:30 p.m.

The following twelve out of fifteen Board members were present:

Don Balfour	Doug Tollett, Vice Chair
Brian Daniel, Chair	Dexter Warrior, Secretary
Glenn Hicks	Bill Rice (Zoom)
Rachel Little	Natasha Bell
Bill Jones	Maxine Burton
Bill Russell	Aaron McWhorter

Chair Brian Daniel called the meeting to order at 12:30 p.m.

A motion to approve the September 18, 2024 Board of Governors meeting minutes was made by Glenn Hicks, seconded by Bill Russell, and unanimously was approved.

FINANCIAL UPDATE

Rey Rodriguez, GWCCA Director of Finance, reviewed the September 2024 Financial Report.

RESOLUTION IN RESPECT OF OPEB BENEFITS PLAN

Ron Miranda, Chief Human Resources Officer, reviewed a modification to Authority policy for consideration in respect of Authority retiree eligibility for OPEB Trust-funded benefits.

Pargen Robertson, Chief Legal Officer, reviewed a Resolution to approve the modification to Authority policy for consideration in respect of Authority retiree eligibility for OPEB Trust-funded benefits.

A motion to approve the Resolution in Respect of OPEB Trust-Funded Benefits, a copy of which is attached hereto as Exhibit A, was made by Dexter Warrior, seconded by Doug Tollett, and unanimously was approved.

ENTERTAINMENT PROJECT AGREEMENT

Franklin Jones of Greenberg Traurig, LLP presented in respect of the scope, term, fee structure, developer expenses, exclusivity, and schedule/milestones of the proposed Entertainment Project Pre-Development Agreement.

Pargen Robertson, GWCC Chief Legal Officer, reviewed a Resolution Authorizing Execution of the Predevelopment Agreement for the Entertainment District Project.

A motion to approve the Resolution Authorizing Execution of the Predevelopment Agreement for the Entertainment District Project, a copy of which is attached hereto as Exhibit B, was made by Doug Tollett, seconded by Dexter Warrior, and unanimously was approved.

OPB CAPITAL EXPENSE SUBMISSION PROJECT

Lindsay Strickland, GWCC VP of Government Relations, and Jeff Oden, GWCC VP of Campus Operations summarized the fiscal year 2026 submission strategy, submission items, and historical funding.

AUTHORITY SIGNAGE PROJECT

Laura Pape, GWCC Sr. Project Manager, for Project & Program Management gave an update on Phase 1 of the signage project.

50th ANNIVERSARY CELEBRATION RECAP

Holly Richmond, GWCC Director of Communications, recapped the Authority's 50th Anniversary Celebration.

NOMINATING COMMITTEE APPOINTMENTS

Chairman Brian Daniel announced his appointments to the Nominating Committee: Glenn Hicks, Natasha Bell, and Bill Russell.

EXECUTIVE SESSION

At 1:10 p.m., a motion was made by Doug Tollett, seconded by Glenn Hicks, and unanimously was approved to go into Executive Session for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions pursuant to O.C.G.A. § 50-14-2. The Affidavit of the Presiding Officer in respect of the Executive Session is attached hereto as Exhibit C.

At 1:35 p.m., a motion was made by Doug Tollet, seconded by Glenn Hicks, and unanimously was approved to come out of Executive Session.

At 1:36 p.m., a motion was made by Glenn Hicks, seconded by Dexter Warrior, and unanously was approved to adjourn the meeting.

RESPECTFULLY SUBMITTED:

APPROVED:

Alisha King, Assistant Secretary

Dexter Warrior, Secretary

EXHIBIT A

[insert Resolution In Respect of OPEB Trust-Funded Benefits]

**A RESOLUTION
OF
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
IN RESPECT OF
OPEB TRUST-FUNDED BENEFITS**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and

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maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. §10-9-4, the Board of Governors has the power to elect, appoint, and hire officers, employees, and other agents of the Authority, including experts and fiscal agents, define their duties, fix their compensation, and establish a flexible employee benefit plan for authority employees which may include those flexible employee benefits described in O.C.G.A. § 45-18-52; and

WHEREAS, on April 28, 2015, the Board of Governors passed a Resolution authorizing the adoption of the Authority's OPEB Trust Fund, the purpose of which OPEB Trust Fund is to fund benefits under the OPEB Plan and certain other OPEB Liabilities, including post-employment benefits other than retirement benefits and deferred compensation provided to certain retired workers under the OPEB Plan and under such other plans or insurance contracts for retirees as the Authority may provide from time to time as the Authority may decide to fund through the OPEB Trust; and

WHEREAS, the OPEB Trust Fund so established consists of such sums of money or property as from time to time shall be contributed to it by the Authority and the retirees and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time, and such earnings, profits, increments, additions and appreciation are intended to be exempt from federal taxation as income derived from a governmental function in accordance with the Internal Revenue Code; and

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WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer (as that term is defined in the Bylaws, Article VII, Section 5) is authorized to conduct, supervise, and manage the operation and maintenance of all facilities of the Authority, and to execute contracts related to the operation, in the ordinary course of business, of the project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board of Governors governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board of Governors and to sign and execute contracts in the name of the Authority which are authorized by the Board of Governors when no other officer is designated by the Board of Governors, and to exercise such other powers and perform such other duties as may be incident to the office of the Chief Executive Officer or as may be delegated or prescribed from time to time by the Board of Governors, by the Executive Committee, or by the Chair, to the extent such delegation or prescription is consistent with the Authority's Bylaws and to the extent such delegation or prescription is within the authority of that body or officer to direct; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority.

NOW THEREFORE BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the following modifications are effected

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to Authority policy in respect of Authority retiree eligibility for OPEB Trust-funded benefits: (1) effective as of the date hereof, upon retirement from the Authority those employees hired prior to January 1, 2015 who are retirees from the Authority under the age of sixty-five and who are not Medicare eligible shall be provided the same medical coverage and at the same cost which is afforded to active Authority employees; and (2) effective as of the date hereof, upon retirement from the Authority those employees hired prior to January 1, 2015 who are retirees from the Authority over the age of sixty-five and who are Medicare eligible shall be provided medical coverage through a Medicare Advantage plan, with the Authority contributing to the cost of that plan at the same percentage which is afforded to active Authority employees. Provided, however, other than the changes effected in this Resolution, that there is no change to existing Authority policy in respect of OPEB Trust-funded benefits available to retirees hired by the Authority on or after January 1, 2015.

BE IT FURTHER RESOLVED that the following modification also shall be effected to Authority policy in respect of Authority retiree eligibility for OPEB Trust-funded benefits: effective as of the date hereof, upon retirement from the Authority, those Authority employees who prior to their employment with the Authority previously were employed in another department, agency, or instrumentality of the State of Georgia and who have completed no less than five (5) years of employment for the Authority prior to retirement from the Authority, shall be eligible for Authority OPEB Trust-funded benefits.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and

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instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of such an agreement and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 29th day of October, 2024.



Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority



Attest:
Alisha King, Assistant Secretary


{Authority Seal}



CERTIFICATE

The undersigned hereby certifies that I hold the position of Secretary or Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: October 29, 2024.


Alisha King, Assistant Secretary

{Authority Seal}



EXHIBIT B

[insert Resolution Authorizing Execution of Predevelopment Agreement for Entertainment District Project]

**A RESOLUTION
OF
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AUTHORIZING EXECUTION OF THE PRE-DEVELOPMENT AGREEMENT FOR
THE ENTERTAINMENT DISTRICT PROJECT**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and

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maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

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

WHEREAS, Authority is considering the development of an entertainment district to be situated within the Authority's campus adjacent to Mercedes-Benz Stadium, with associated parking in the Orange Deck and/or the Red Deck (the "Project");

WHEREAS, in furtherance of the potential Project development, the Authority published a Request for Qualifications (RFQ N. GWCC-40124 – Professional Services including Architecture services, Professional Engineering services, Landscape Architecture services, and Others - Entertainment Development Project proximate to Mercedes-Benz Stadium and Signia by Hilton Atlanta Hotel) (the "RFQ"); and

WHEREAS, Authority received and reviewed of the responsive submissions to the RFQ, including a responsive submission from PLFD BACKYARD LLC, a Georgia limited liability company ("PLFD BACKYARD LLC" or the "Developer"), which responsive submission was dated May 7, 2024 (the "RFQ Submission"); and

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WHEREAS, Authority received and review of the RFQ Submission from Developer, has selected Developer to provide certain predevelopment and related services in consideration of the Project; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer (as that term is defined in the Bylaws, Article VII, Section 5) is authorized to conduct, supervise, and manage the operation and maintenance of all facilities of the Authority, and to execute contracts related to the operation, in the ordinary course of business, of the project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Chief Executive Officer governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board, and to exercise such other powers and perform such other duties as may be incident to the office of the Chief Executive Officer or as may be delegated or prescribed from time to time by the Board, by the Executive Committee, or by the Chair, to the extent such delegation or prescription is consistent with the Authority's Bylaws and to the extent such delegation or prescription is within the authority of that body or officer to direct; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized

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to enter into any written or oral agreement binding upon the Authority.

NOW THEREFORE BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer expressly is authorized to continue to negotiate with PLFD Backyard, LLC, regarding the terms and conditions of a proposed Pre-Development Agreement for the Entertainment District Project and, in case those negotiations with PLFD Backyard, LLC are successful, then the Chief Executive Officer is authorized, though not required, to take such actions and to execute and deliver such documents as may be necessary or appropriate to execute and effect the Pre-Development Agreement (which Pre-Development Agreement would be in substantially the same form as the copy attached hereto as Exhibit A), but only so long as such Pre-Development Agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of such an agreement and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

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ADOPTED this 29th day of October, 2024.



Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}



EXHIBIT A

[Draft Pre-Development Agreement]

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PRE-DEVELOPMENT SERVICES AGREEMENT

THIS PRE-DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”) is made and entered effective as of _____, 2024, (the “**Effective Date**”) by and between **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**, an instrumentality of the State of Georgia and a public corporation (the “**Authority**”), having an address at 285 Andrew Young International Blvd., NW, Atlanta, Georgia 30313-1591, and **PLFD BACKYARD LLC**, a Georgia limited liability company (collectively, the “**Developer**”), having an address care of Pope & Land Enterprises, Inc at 3330 Cumberland Blvd., Suite 3000, Atlanta, GA 30339.

RECITALS

WHEREAS, Authority is considering the development of an entertainment district to be situated within the Authority’s campus adjacent to Mercedes Benz Stadium as identified on **Exhibit D**, with associated parking in the Orange Deck and Red Deck (the “**Project**”);

WHERE, in furtherance of the potential Project development, the Authority published a Request for Qualifications (RFQ N. GWCC-40124 – Professional Services including Architecture services, Professional Engineering services, Landscape Architecture services, and Others - Entertainment Development Project proximate to Mercedes Benz Stadium and Signia by Hilton Atlanta Hotel) (the “**RFQ**”); and

WHEREAS, Authority, following review of the responsive submissions to the RFQ, including Developer’s responsive submission dated May 7, 2024 (the “**RFQ Submission**”), has selected Developer to provide certain predevelopment and related services in consideration of the Project.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment; Scope; Time and Term.

(a) Authority hereby appoints Developer to perform and provide to and for the sole and exclusive benefit of the Authority certain designated pre-development services for the Project, including without limitation, site investigation and surveys, programming and preliminary design work, planning and budgeting, and such other services as set forth on and consistent with **Exhibit A** and **Exhibit C** hereto, and such other services as may be mutually agreed to by Developer and the Authority (collectively, the “**Pre-Development Services**”).

(b) Developer shall render to and for the sole and exclusive benefit of the Authority the Pre-Development Services, including all deliverables in connection therewith, in accordance with the terms and requirements of this Agreement. Developer shall engage such architects, engineers, planners, design professionals, contractors and such other professionals as may be reasonably necessary (such parties being hereinafter collectively referred to as the “**Pre-Development Team**”) to perform the Pre-Development Services for the Project, and Developer shall manage the Pre-Development Team and other appropriate personnel for such Pre-Development Services. Any such engagements of the Pre-Development Team shall be by written agreements between the Developer and such parties, such agreements to expressly provide for and acknowledge the following terms (collectively, the “**Engagement Terms**”): (1) the Authority as a third-party beneficiary of all services, (2) such parties shall provide insurance as consistent with industry standards relative to such engagements and Section 6 and the Authority as additional insured and

indemnitee as and to the same extent as the Developer, (3) that such agreements shall be assignable to the Authority upon its election in the event of a termination of this Agreement by the Authority pursuant to Section 11 below, (4) that such agreements may be terminated for convenience at direction of the Developer without penalty, and (5) to provide that all work product shall be conveyed and/or licensed to the Authority for purposes of developing and constructing the Project. In the event any such agreement (x) does not include one or more of the Engagement Terms or (y) includes an express limitation of liability, such exceptions and/or limitation shall be expressly disclosed to the Authority in the Authorization (defined below). All such agreements with the Pre-Development Team shall be subject to the Authority's prior review and approval, and copies of such agreements shall be provided to the Authority within ten (10) days of execution thereof.

(c) The Developer shall submit an authorization to proceed in the form provided in **Exhibit B** (an "**Authorization**"), which includes the scope, service provider, estimated cost and payment terms, and schedule and/or key dates for each component of the Pre-Development Services as set forth therein, for the Authority's approval prior to commencing such Pre-Development Services. The Developer shall have no obligation and shall not be authorized to commence any Pre-Development Services prior to receiving an executed Authorization for such Pre-Development Services from the Authority. The Developer shall not proceed with any designated phases of Pre-Development Services as identified in **Exhibit C** (phases I through V) without the Authority's approval. The Authority shall have no obligation to reimburse the Developer for services performed by Pre-Development Team without prior written approval of the Authority.

(d) Throughout the Term (as defined herein), during Developer's delivery of Pre-Development Services, it shall provide the Authority, as requested, progress sets of any work product in such form and on such schedule as Authority reasonably may require.

(e) The term of this Agreement shall commence as of the date hereof and expire and terminate the earlier of (i) completion of the Pre-Development Services, (ii) the date which is eighteen (18) months after the effective date of this Agreement, and (iii) the earlier termination of this Agreement pursuant to the terms set forth in Section 11 (the "**Term**"). The term of the Agreement may be extended for two periods of sixty (60) days each with approval of the parties.

(f) The Developer shall perform the services in a prompt, diligent and continuous manner and shall keep the Authority advised of progress of the Pre-Development Services. The Developer shall perform the Pre-Development Services and provide all deliverables in connection therewith in accordance with the schedule and milestones as set forth in **Exhibit C** (the "**Pre-Development Services Schedule**"), time being of the essence. The Developer shall not be responsible for delays impacting the performance of the Pre-Development Services due to causes outside of the Developer's control provided that the Developer shall undertake reasonable commercial measures to mitigate the impact and duration of any such delay events. The Developer shall promptly notify the Authority in writing after Developer's knowledge of the occurrence of any event or any delay in delivery, performance, and/or response of the Authority that the Developer has reason to believe may impact timely performance of the Pre-Development Services. Any such written notice shall be issued reasonably promptly and in no event later than five (5) calendar days from the Developer's knowledge of any cause of delay. In the event the Developer is delayed in the performance or completion of the Pre-Development Services by acts of god, abnormal climatic conditions, acts of commission or omission by the Authority or by other unforeseeable or unanticipated causes beyond the Developer's control, the Developer's sole and exclusive remedy shall be an equitable adjustment of the time for completion of such Pre-Development Services.

2. Due Diligence; Cooperation.

(a) The Authority shall promptly deliver to the Developer all due diligence materials (including, without limitation, all surveys, reports, geotechnical and/or environmental reports, hydrology information, civil drawings, and other relevant materials) (the “**Due Diligence Materials**”) in the Authority’s possession or control relating to the Project. The Developer acknowledges that such information may be from third party sources and that the Authority makes no representations regarding the adequacy, accuracy or content of such information unless the Authority has expressly advised otherwise.

(b) The Authority will reasonably cooperate with and assist the Developer and the Pre-Development Team as necessary for the Developer to perform the Pre-Development Services in substantial accordance with this Agreement. The Authority shall make its representatives available to the Developer on a regular basis for meetings or conference calls to discuss the Project’s progress in order that the Pre-Development Services can proceed in an efficient and expeditious manner.

(c) The Authority will review in a timely manner all Authorizations, Project documents, design plans and specifications and other materials submitted by the Developer to the Authority for its review and approval hereunder and shall use commercially reasonable efforts to provide its comments and/or approvals with respect to deliverables of the Developer as part of the Pre-Development Services, including quoting prospective lease terms or providing letters of intent to prospective operators or tenants at the Project which the parties wish to pursue. Authority shall in its sole discretion, upon request by Developer, promptly execute applications for entitlements, zoning and other approvals or permits necessary for the construction and development of the Project to the extent that such applications may only be executed by the Authority.

(d) The Authority and Atlanta Falcons Stadium Company, LLC (“**StadCo**”), are parties to (i) that certain Stadium License and Management Agreement dated May 18, 2015 as amended from time to time (the “**SLMA**”), pursuant to which the Authority has licensed to StadCo the Project site and, (ii) that certain Site Coordination Agreement dated May 18, 2015, as amended (the “**SCA**”) setting further certain rights and obligations with respect to the Project site, as well as with respect to the use and activities thereon. Subject to StadCo’s pre-existing approval rights and Authority’s operational requirements determined at Authority’s sole and reasonable discretion, the Authority shall be responsible to arrange and provide for the Developer’s access to the Project site, as well as for all associated communications and interactions with Stadco, and the Developer shall cooperate with and abide by Stadco’s requirements under the SLMA and SCA with respect to any such access, as well as to coordinate, as the SLMA and SCA may require, the Pre-Development Services with designated representatives of Stadco.

3. Pre-Development Fee; Reimbursement of Developer Expenses.

(a) The Authority shall pay Developer a pre-development services fee of \$300,000.00 (the “**Pre-Development Services Fee**”). The Pre-Development Services Fee shall be paid monthly in accordance with the allocations and upon Developer’s delivery of each component of predevelopment services shown on the schedule attached hereto as **Exhibit C**, provided that the final monthly installment for any designated phase/tasks as set forth in **Exhibit C** shall not be due or payable until the Developer has delivered such respective work product to the Authority.

(b) The Authority shall reimburse the Developer for the Developer’s reasonable out-of-pocket expenses actually incurred in connection with the Pre-Development Services, on a monthly basis, including, without limitation, any expenses incurred related to (i) reproductions requested by the Authority; (ii) legal fees and costs related to the Project (excluding legal fees and costs of the Developer related to the drafting and negotiation of this Agreement); (iii) travel and lodging, (iv) personnel and Project office costs, (v) amounts due and payable under any agreement entered into by Developer with a member of the Pre-Development Team, so long as such agreement is consistent with the terms of **Section 1(b)** and **1(c)** above, and (vi) any other amounts incurred in connection with an Authorization and paid by the Developer to the

Pre-Development Team (the “**Developer Reimbursable Expenses**”). The Authority shall pay the Pre-Development Team and other third parties necessary to complete the Pre-Development Services contemplated under the terms of this Agreement, to the extent that such expenses are not otherwise paid by Developer and are otherwise consistent with the limits set forth below, and in accordance with this Agreement, including Sections 1(b) and 1(c) above and in connection with an Authorization (the “**Third Party Expenses**”). The parties agree that the aggregate of Developer Reimbursable Expenses and Third Party Expenses shall not exceed \$700,000.00, and that the budget for all expenses (the Pre-Development Services Fee, Developer Reimbursable Expenses, and Third Party Expenses) associated with a component of pre-development services shall be approved in advance using the form attached **Exhibit B** in increments corresponding to the schedule shown on **Exhibit C**. Requests for payments to third parties or to Developer shall track against the same budgeted line items shown in the original authorization for a given component. All such Developer Reimbursable Expenses and Third Party Expenses shall be paid by the Authority within thirty (30) days of delivery of an invoice for the same by the Developer to the Authority, which invoice shall include appropriate backup and in form and detail meeting the Authority's standard payables policy. The Developer shall submit all such Developer Reimbursable Expenses to the Authority not later than sixty (60) days after such expenses are incurred (which for purposes of fees billed under agreements with the Pre-Development Team shall mean when billed to the Developer pursuant to such agreements).

4. Developer’s Staffing. The Developer’s authorized representative shall be Mason Zimmerman of Pope & Land, who shall be the primary party responsible for all communications with the Authority. The Developer’s key Project personnel are identified in the RFQ Submission; all such key Project personnel are to remain assigned to the Project for the term of this Agreement and shall devote such time to the Project, in such professional capacities designated and as may be needed in their professional judgment to perform the required Pre-Development Services. The Developer shall also furnish such other personnel as necessary or appropriate to properly and timely perform the Pre-Development Services. The Authority shall have the right to approve all replacements of key Project personnel; none of these individuals shall be removed from the Project without the prior written approval of the Authority so long as they are employed by the Developer or its members, which approval shall not unreasonably be withheld. The Developer shall promptly remove and/or replace any personnel assigned to the Project as the Authority may require, upon written notice to the Developer with a reasonable basis for such removal and/or replacement of such parties.

5. Ownership and Use of Agreement Deliverables and Work Product. All deliverables and work product related to the Project and Pre-Development Services created by Developer or any persons or parties engaged directly or indirectly by Developer or their respective employees or agents pursuant to this Agreement, including without limitation all reports, studies, data, test results, drafts, writings of any kind, printed or graphic matter, video and audio recordings, documentation, and/or other work product (whether tangible or intangible) in any medium, with the exception of Pre-Existing Materials as defined below (collectively, the “**Agreement Deliverables**”), shall be considered “works made for hire” commissioned by the Authority within the meaning of 17 U.S.C. Section 101. All right, title, and interest in and to the Agreement Deliverables shall be vested entirely in the Authority upon creation. Nothing herein shall be construed as granting to the Authority ownership of such portions of the Agreement Deliverables as are part of and incorporated in the Developer’s or its subconsultants’ standard specifications and/or standard details which portions of the Agreement Deliverables are not specific to this Project, or any licensed or proprietary information, patents, or programs used to develop or produce Agreement Deliverables (collectively, “**Pre-Existing Materials**”). The Developer hereby grants to the Authority a royalty-free license to use such Pre-Existing Materials in connection with the use of the Agreement Deliverables solely in connection with the Project. The Developer may not share, use, or refer to the Agreement Deliverables for any other purpose or development without the express written consent of the Authority. If Authority elects to re-use, modify or adapt the Agreement Deliverables without the involvement of Developer or the applicable member of the Pre-Development Team, in whole or in part, such re-utilization, modification

and/or adaptation shall be at Authority's sole risk without liability to Developer or such member of the Pre-Development Team or anyone working by or through Developer or such member of the Pre-Development Team. The obligations set forth under this Section 5 shall survive termination of the Agreement.

6. Insurance Policies. The Developer shall at all times from the date of this Agreement and through performance of the Pre-Development Services and/or termination of this Agreement, or such longer periods as are designated below, maintain (i) commercial general liability insurance (on an occurrence basis) with the following minimum coverage and limits: (a) \$1,000,000 per occurrence, (b) \$2,000,000 general aggregate, (c) \$2,000,000 product-completed operations aggregate limit, (d) \$1,000,000 personal and advertising injury limit, and (e) \$1,000,000 damage to premises rented to you limit, (ii) statutory workers compensation and employer's liability coverage, (iii) automobile coverage for vehicles used in performance of Pre-Development Services by the Developer, and (iv) professional liability insurance of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate such coverage to be maintained for a period of not less than one (1) year following completion of Pre-Development Services or termination of this Agreement, whichever is earlier. The Developer shall (i) add Authority as additional insured to the Developer's commercial general liability and (ii) furnish evidence of the insurance required hereunder.

7. Relationship; Authority. The Developer is an independent contractor retained by the Authority to perform the services described in this Agreement. The Developer has no power or authority to enter into, execute, make or acknowledge any contract, covenant, agreement or representation pertaining to the Project in the name of or on behalf of the Authority except with respect to those matters for which the Authority has expressly authorized the Developer to enter via an Authorization or separate written notice and/or agreement.

8. Notices. All notices, demands, statements, approvals, acceptances and communications ("Notices") required under this Agreement shall be in writing and, if intended for the Authority, shall be addressed to the Authority and/or the Developer, respectively as set forth below; or to such other address as such party may by written notice, given in accordance with this Section 8, advise the other parties. Only if the Notice is service of any summons or legal process, a notice of breach or default, or a demand for performance must such Notice be sent to counsel designated to receive a copy opposite the Developer's or the Authority's signature. Any such written notice, request, demand, claim or other communication hereunder shall be sent by (a) personal delivery (including receipted courier service) or overnight delivery service, with confirmation of receipt, (b) reputable commercial overnight delivery service courier, with confirmation of receipt, (c) registered or certified mail, return receipt requested, postage prepaid and addressed, or (d) sent by electronic mail with acknowledgment of receipt by the recipient (a copy to follow by U.S. Mail, first class postage prepaid to the intended recipient) as set forth herein. All such notices, requests, consents and other communications shall be deemed to have been given (i) if sent by personal delivery (including receipted courier service) or overnight delivery service, on the next business day, (ii) if sent by reputable commercial overnight delivery service courier, on the next business day, (iii) if sent by registered or certified mail, three business days following deposit with the U.S. Postal Service, and (iv) in the case of electronic mail, when sent so long as it was received during normal business hours of the receiving Party on a business day and otherwise such delivery shall be deemed to be made as of the next succeeding business day. Either party may change its address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner set forth above. Notices shall be delivered to the Authority and the Developer, respectively, as follows:

If to the Authority:

Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Blvd., NW

Atlanta, Georgia 30313-1591
Attention: CEO
E-mail: fpoe@gwcc.com

with copies to:

Office of the Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
Attn: Wright Banks, Deputy Attorney General,
Commercial Transaction and Litigation Division
E-mail: wbanks@law.ga.gov

and

Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Blvd., NW
Atlanta, Georgia 30313-1591
Attn: J. Pargen Robertson, Jr.
E-mail: PRobertson@GWCC.com

and

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attention: Franklin D.R. Jones, Jr.
E-mail: Franklin.Jones@gtlaw.com

and

Greenberg Traurig, LLP
500 Campus Drive, Suite 400
Florham Park, New Jersey 07932-0677
Attention: David Jensen.
E-mail: jensend@gtlaw.com

If to the Developer:

Pope & Land Enterprises, Inc.
3330 Cumberland Blvd., Suite 300
Atlanta, Georgia 30339-3397
Attn: Mason Zimmerman
Email: hmzimmer@popeandland.com

with copies to:

Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Suite 2300
Atlanta, Georgia 30309

Attn: Clay Howell; Trent Myers
Email: ClayHowell@eversheds-sutherland.us;
TrentMyers@eversheds-sutherland.us

9. **Assignment.** The Developer shall not assign this Agreement or assign or delegate to any other person or entity any rights or duties hereunder without the prior written consent of the Authority. The Authority may assign this Agreement to an affiliate or similar governmental entity capable of performing its obligations under this Agreement without the prior written consent of the Developer.

10. **Event of Default.** The term “**Event of Default**,” as used herein, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

(a) (i) The Developer or the Authority shall institute proceedings of any nature under the Federal Bankruptcy Code, or any similar state or Federal law now or hereafter in effect for the relief of debtors, effect a general assignment for the benefit of creditors or admit in writing that it is unable to pay its debts as they mature; or (ii) there be instituted against the Developer or the Authority a proceeding under any section or chapter of the Federal Bankruptcy Code, or any similar Federal or state law now or hereafter in effect for the relief of debtors, which proceeding is not dismissed or discharged within a period of 60 days after the filing thereof;

(b) if there shall be an attachment, execution or other judicial seizure of (i) all or any substantial part of the assets of the Developer; or (ii) the Developer’s interest under this Agreement, such attachment, execution or seizure remaining undismissed or undischarged for a period of 60 days after levy thereof;

(c) if there shall occur any default in performance of, or failure to comply with, any agreements, obligations or undertakings of the Developer or the Authority as set forth in this Agreement, which default or failure continues for twenty days following the date of written notice thereof given by the Authority, provided that, as to non-monetary defaults not susceptible to cure within such twenty-day period, the period of cure shall be extended to the extent necessary to achieve the cure so long as the Developer or the Authority, as applicable, (i) commences to cure within the twenty-day period; (ii) at all times thereafter diligently pursues the cure; and (iii) in any event effects the cure within 90 days following notice of the failure.

11. **Rights Upon Default.** Upon the occurrence of any Event of Default, the non-defaulting party shall be entitled to do any or all of the following: (a) cause the termination of this Agreement by giving written notice to the defaulting party setting forth the Event of Default that exists and the effective date of such termination (without prejudice to any claims which the non-defaulting party may have against the defaulting party); and (b) subject as provided below, exercise each and every other right or remedy available to the non-defaulting party with respect to such Event of Default under this Agreement, at law or in equity. On the effective date of such termination, this Agreement shall be of no further force or effect and the parties shall have no further rights or obligations hereunder, except for (i) those obligations expressly set forth in this Agreement to survive termination hereof; and (ii) any claims the non-defaulting party may have against the defaulting party.

12. **Effect of Termination.** If the Authority shall terminate this Agreement as permitted under this Agreement, the Developer shall (i) immediately after the effective date of such termination, return to the Authority all documents and/or information pertaining to the Project in the Developer’s possession or control, which obligation shall survive the termination of this Agreement; and (ii) use all necessary efforts to cooperate with, and assist, the Authority in the prompt and diligent transition of the Developer’s duties and obligations under this Agreement to the Authority or any person or entity designated by the Authority that will assume such duties and obligations, which obligation shall survive the termination of this

Agreement for a reasonable time thereafter. Upon any termination of this Agreement by Developer or by Authority without cause, Authority shall pay to Developer the portion of the Pre-Development Services Fee and any Developer Reimbursable Expenses that are then due and payable upon the date of such Termination, which obligation shall survive any termination of this Agreement.

13. Indemnity. To the fullest extent permitted by law, the Developer shall hold harmless and indemnify Authority and its officers, directors, employees and representatives (collectively, the "Indemnitees"), from and against any and all claims, suits, demands, losses, damages, liabilities, and expenses, including but not limited to reasonable attorneys' fees (collectively, "Claims"), to the proportionate extent caused by the Developer's performance under this Agreement or negligent or willful acts or omissions, including negligent performance of the Pre-Development Services. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Indemnitee hereunder. In Claims against any Indemnitees by any employee of the Developer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Developer or any such subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations set forth herein shall survive termination of the Agreement and/or completion of the Pre-Development Services.

14. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

17. Governing Law, Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, regardless of conflict of laws principles. The parties consent to the sole and exclusive jurisdiction of the state district courts of Fulton County in the State of Georgia, in the event of any litigation arising out of this Agreement.

18. Confidentiality. Subject to applicable law (including the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) and the Georgia Open Meetings Act (O.C.G.A. § 50-14-1, et seq.)), each party agrees that it will hold in confidence and not disclose to any third party the terms of this Agreement or the confidential information of such party without the prior written consent of such party. The foregoing will not (i) restrict a party from making any information available to any of its actual and prospective partners, investors, shareholders, members, officers, principals, employees, lenders, attorneys, accountants, agents, and advisors who have been advised of the confidential nature of such information and agree to maintain its confidentiality or (ii) apply to any information that is on the date hereof or hereafter becomes publicly known and in the public domain through means that do not involve a breach by any party of this Agreement.

19. Exclusivity. The Developer or any members or affiliates or principals thereof shall not pursue or undertake development of any similar development projects within a one (1) mile radius of the

current intended Project during the Term of this Agreement and for a term of three (3) years following the earlier of (i) completion of the Project, or (ii) termination of this Agreement. The Developer acknowledges that any breach of this Section 19 by the Developer or by any such parties as related thereto or affiliated therewith shall cause irreparable harm to the Authority and its interests in the Project and that in such event the Authority shall be entitled to injunctive relief to prevent and restrict such activities.

20. No Third Party Beneficiaries. Without limiting Section 1(b)(1), this Agreement is solely for the benefit of the parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right.

21. Waiver of Exemplary Damages. The Authority and the Developer each hereby waive their rights to claims consequential, exemplary and/or punitive damages against the other party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Pre-Development Services Agreement to be duly executed as of the date first written above.

AUTHORITY:

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY,
an instrumentality of the State of Georgia and a public corporation

By: _____
Name: Kevin Duvall
Its: CEO
Date:

DEVELOPER:

PLFD BACKYARD LLC,
a Georgia limited liability company

By: _____
Name: _____
Its: _____

Exhibit A
Scope of Pre-Development Services

The following list generally outlines the Pre-Development Services Developer will provide to the Authority consistent with the Phases of Services as set forth in Exhibit C. Specific deliverables and their due dates are outlined in the attached Exhibit C.

- Providing a market and feasibility analysis of the intended Project, including without limitation, to identify (i) appropriate uses (entertainment, retail, and hospitality elements), (ii) prospective, qualified, tenants and operators, (iii) projected budgets and revenue projections, (iv) independent expert market/feasibility, and (v) potential financing opportunities.
- Evaluate and consider existing surrounding and on-campus operators, including without limitation, the Hilton Signia Hotel.
- Consider and evaluate use of other adjacent and on-campus parcels to compliment development of the Project.
- Coordinate design process in alignment with the Authority taking into account prospective and identified licensees, operators, and tenants.
- Identify and evaluate additional revenue opportunities, including branding and licensing.
- Programming and conceptual designs.
- Develop for the Authority's review and approval a Project schedule and maintain and provide updates to same to reflect development activities.
- Develop preliminary Project budgets and provide estimating services throughout to streamline project costs.
- Site evaluation and planning to include: surveys, assessments, and connectivity logistical planning. Review the environmental and physical characteristics of the Project site in order to determine the existence of characteristics or issues that might adversely impact development, as and to the extent directed by the Authority.
- Identify and outline potential financing approaches. Identify and recommend to Authority feasibility studies, investigations, and other due diligence activities to be prudent and necessary for efficient and cost-effective development of the Project.
- Identify qualified design professionals and other consultants appropriate for the conceptual planning, budgeting, design, construction, administration, and completion of the Project and recommend engagements of same to the Authority where such Services will not otherwise be directly provided by the Developer.
- Coordinate services with other consultants and professionals engaged by the Authority;
- Evaluation of all programs, budgets, plans, construction schedules and other design parameters for the development of the Project, including estimates of costs of construction and evaluation of the relative feasibility and cost of alternative construction methods and materials.
- Communicate with agency and government officials and attend meetings and hearings as necessary to facilitate the procurement and maintenance of all appropriate entitlements and approvals.
- Performance of accounting functions and bookkeeping services related to Developer's services in respect of the Project, monitoring all costs and expenses, and providing the Authority access to Project-related books and records.
- Prepare and deliver to the Authority such other reports, in form approved by Authority, as Authority may reasonably request from time to time.
- Consult with the Authority, including without limitation, providing value engineering recommendations and recommended solutions and alternatives in terms of the Project budget, estimates of construction cost, and schedule.
- Take such other actions as the Authority may reasonably request within the scope of the Developer's responsibilities in this Agreement.

**Exhibit B
Authorization to Proceed**

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY, an instrumentality of the State of Georgia and a public corporation (the "**Authority**"), as of _____, hereby authorizes _____ (the "**Developer**") to proceed with the Pre-Development Services described below in connection with the Project.

Scope of Pre-Development Services:	
Services Provider:	
Fees and Payment Schedule:	
Schedule and/or Key Dates:	
Exceptions to Engagement Terms:	<p>The agreement does <u>NOT</u> include the following Engagement Terms (check box if provision is NOT included):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Authority is a third-party beneficiary of all services <input type="checkbox"/> Authority is additional insured and indemnitee as and to the same extent as Developer <input type="checkbox"/> Agreement is assignable to Authority upon its election in the event of a termination of Pre-Development Services Agreement by Authority due to Developer Event of Default <input type="checkbox"/> Agreement may be terminated for convenience at direction of Developer or Authority without penalty <input type="checkbox"/> All work product to be conveyed and/or licensed to Authority for purposes of developing and constructing the Project
Express Limitation of Liability:	The agreement includes an express limitation of liability in the amount of _____.

The Authority agrees to pay for such Pre-Development Services in accordance with this Authorization to Proceed and the Pre-Development Services Agreement.

AUTHORITY:

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY, an instrumentality of the State of Georgia and a public corporation

By: _____
 Name: Kevin Duvall
 Its: CEO
 Date:

Exhibit C¹
Pre-Development Services Schedule and Deliverable Milestones

<u>Pre-Development Services Components/Phases</u>	<u>Deliverable Milestone (Due Date)</u>	<u>Pre-Development Services Fee</u>	<u>Billing</u>
I. Due Diligence Report a. Survey and Title b. Environmental c. Geotechnical d. Parking and Traffic e. Hydrology f. Utility availability	3 months from the Effective Date.	\$75,000.00	\$25,000 per month commencing with Authorization; final installment subject to Authority's receipt of deliverables; total fees for Phase not to exceed \$75,000
II. Conceptual Programming and Plan	4 months from the Effective Date. (+1 month from completion of Due Diligence Report)	\$25,000.00	\$25,000 per month commencing with Authorization; final installment subject to Authority's receipt of deliverables; total fees for Phase not to exceed \$25,000
III. Schematic Plan	7 months from the Effective Date (+3 months from completion of Conceptual Programming and Plan)	\$75,000.00	\$25,000 per month commencing with Authorization; final installment subject to Authority's receipt of deliverables; total fees for Phase not to exceed \$75,000
IV. Schematic Construction Pricing and Schedule	9 months from the Effective Date (+2 months from completion of Schematic Plan)	\$50,000.00	\$25,000 per month commencing with Authorization; final installment subject to Authority's receipt of deliverables; total fees for Phase not to exceed \$50,000
V. Financial Feasibility Report a. Pro forma financial projection b. Financing and ownership narrative c. Market study (to include third-party report)	12 months from the Effective Date (+3 months from completion of Schematic Pricing and Schedule)	\$75,000.00	\$25,000 per month commencing with Authorization; final installment subject to Authority's receipt of deliverables; total fees for Phase not to exceed \$75,000
Total		\$300,000.00	

¹ For discussion – Is there any separate budget for the \$700K of expenses.

**Exhibit D
Campus Site**

CERTIFICATE

The undersigned hereby certifies that I hold the position of Secretary or Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: October 29, 2024.



Alisha King, Assistant Secretary
{Authority Seal}



**RESOLUTION – Entertainment District Pre-Development Agreement
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
OCTOBER 29, 2024**

EXHIBIT C

[insert Affidavit of Brian Daniel]

County of Fulton,
State of Georgia

Affidavit of Presiding Officer of Board of Governors

Personally appeared before the undersigned officer, duly authorized to administer oaths, Brian Daniel, presiding officer and Chairman in today's meeting of the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority (the "Board"), who, after being sworn, deposes and states under oath the following:

1.

I am the duly appointed presiding officer of today's meeting of the Board. I am over the age of eighteen years, and have personal knowledge of the facts contained in this Affidavit.

2.

This Affidavit is given as required by the Georgia Open Meetings Act ("the Act", O.C.G.A. § 50-14-1, *et seq.*), specifically O.C.G.A. § 50-14-4(b).

3.

The Board met in an open meeting, as required by O.C.G.A. § 50-14-1(b), on the 29th day of October, 2024, and during the course of that meeting it became necessary for the Board to close the meeting to the public, pursuant to the provisions of the Act.

4.

As reflected in the minutes of the open meeting to which this Affidavit is attached, upon a majority vote of a quorum of members of the Board present for the meeting, the meeting of the Board was closed for the specific reason set out in the minutes, the specific exceptions to the Act being the following:

a) To consult and meet with legal counsel pertaining to pending or potential claims and/or litigation brought or to be brought by or against the Authority or any officer or employee in which the Authority or any officer or employee may be directly involved (O.C.G.A. § 50-14-2).

5.

I presided over the closed portion of the meeting of the Board.

6.

The closed portion of the meeting was devoted to matters within the exceptions provided by law and no public matter, official business, or policy of the Geo. L. Smith II Georgia World Congress Center Authority was discussed or presented; no official action was taken; and no recommendations on any public matter, official business or policy were formulated, presented or discussed during the portion of the meeting of the Board which was closed to the public EXCEPT as such discussion, presentation, recommendation or action related to the specific exceptions to the Act for which the meeting was closed to the public, as set out in Paragraph 4 of this Affidavit.

Further Affiant sayeth not.

Sworn to and subscribed
before me this 29 day
of DEC, 2024.



Notary Public



Brian Daniel, Chair

My Commission Expires:
2/8/26

