

PERSONAL SEAT LICENSE AGREEMENT

Agreement Date:

Licensee:	
Contact Person:	Phone (home):
Address:	Phone (daytime):
	Fax No.:
	E-Mail:
	Account No.:

SECTION: ROW: SEAT(S):

PERSONAL SEAT LICENSE: This Personal Seat License Agreement (the "**License Agreement**") sets forth and describes the terms and conditions of one or more Personal Seat License(s) (or "**PSL(s)**") which shall be granted to the Licensee named above ("**Licensee**") by Geo. L. Smith II Georgia World Congress Center Authority (the "**GWCCA**"), upon acceptance of this License Agreement by the GWCCA, as described below. For the purposes of this License Agreement, Atlanta Falcons Stadium Company, LLC ("**StadCo**"), is acting as the exclusive sales representative and agent of the GWCCA; provided, however that StadCo is executing this agreement in its own capacity as principal and not as agent of the GWCCA, for purposes of binding itself to the provisions hereof. Certain capitalized terms used in this License Agreement and not otherwise defined herein have the meanings given to those terms in the Terms and Conditions attached hereto as Exhibit C (the "**Terms and Conditions**").

RIGHTS TO PURCHASE TICKETS: Licensee shall have the rights during the term of this License Agreement (i) to purchase annually from the Team the Falcons Season Tickets for each Seat described above, (ii) to purchase from time to time from certain Event Organizers, one ticket per PSL for certain Events which take place in the Stadium (which may or may not be for the Seat or Seats described above) and (iii) to those amenities described in Exhibit D, all subject to the Terms and Conditions. For convenience only, and subject to the Terms and Conditions, attached to this License Agreement as Exhibit A is a diagram of the Stadium with the anticipated location of the Seat(s). Licensee acknowledges that the Stadium is yet to be completed and may vary from the attached diagram, and the actual location of the Seat(s) may vary from that listed above.

LICENSE FEE: For and in consideration of its rights hereunder, Licensee agrees to pay to the order of the GWCCA (the "**Applicable Payee**") a License Fee for each PSL in the amount indicated in Exhibit B attached hereto. The License Fee shall be paid in one or more installments in accordance with the terms and conditions set forth in Exhibit B.

LICENSE AGREEMENT: Licensee acknowledges and agrees to be bound by this License Agreement, including all Exhibits to this License Agreement. In addition, Licensee agrees to observe all rules, regulations, and policies promulgated from time to time and pertaining to use of the Seat(s) and attendance at Team Games and Events, including any modifications thereto that may be adopted from time to time.

EFFECTIVENESS: When signed by Licensee and StadCo, this License Agreement will be a binding obligation of Licensee, enforceable against Licensee in accordance with its terms, and Licensee will have no right to terminate or cancel this License Agreement. This License Agreement is subject to final approval and acceptance by the GWCCA, in its sole discretion. Upon receipt of any License Fee (or such portion thereof as Licensee has paid), StadCo shall immediately deposit such amount into a segregated account which has been established in the GWCCA's name. Such amount will remain in the segregated account until (i) the GWCCA has accepted and approved this License Agreement and evidenced its acceptance and approval by execution of this License Agreement where indicated below, (ii) this License Agreement is deemed approved as described below, or (iii) the GWCCA has rejected this License Agreement. Prior to acceptance and approval by execution of this License Agreement by the GWCCA or deemed approval of the License Agreement, the GWCCA shall have no obligations to Licensee whatsoever, and Licensee's sole recourse for refund of any portion of such License Fee from StadCo, whether or not StadCo is acting as the agent of the GWCCA, will be against StadCo itself. From and after execution of this License Agreement by both Licensee and StadCo, unless and until this License Agreement is terminated, StadCo shall not market or sell to any other party any PSL(s) relating to the Seat(s) referenced above. The GWCCA shall have five (5) business days to approve or reject this License Agreement after receipt thereof. If the GWCCA rejects this License Agreement, then this License Agreement shall be deemed terminated and all sums paid by Licensee shall be refunded by StadCo to Licensee, without interest. If the GWCCA does not accept and approve or reject this License Agreement within five (5) business days, this License Agreement will be deemed approved.

EXHIBITS ATTACHED: Exhibit A-Stadium Diagram
Exhibit B-PSL Payment Terms
Exhibit C-Terms and Conditions
Exhibit D-Amenities

[Execution Page Follows]

PURSUANT TO O.C.G.A. 7-6-1(A), NEITHER STADCO NOR THE GWCCA SHALL DISCRIMINATE IN EXTENDING CREDIT BASED ON LICENSEE'S SEX, RACE, RELIGION, NATIONAL ORIGIN, OR MARITAL STATUS.

LICENSEE

Account Name

By: _____

Name: _____

Title: _____

Date: _____

STADCO

Atlanta Falcons Stadium Company, LLC,
a Georgia limited liability company

By: _____

Name: _____

Title: Authorized Representative

Date: _____

Accepted and Approved:

GWCCA

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

By: _____

Name: _____

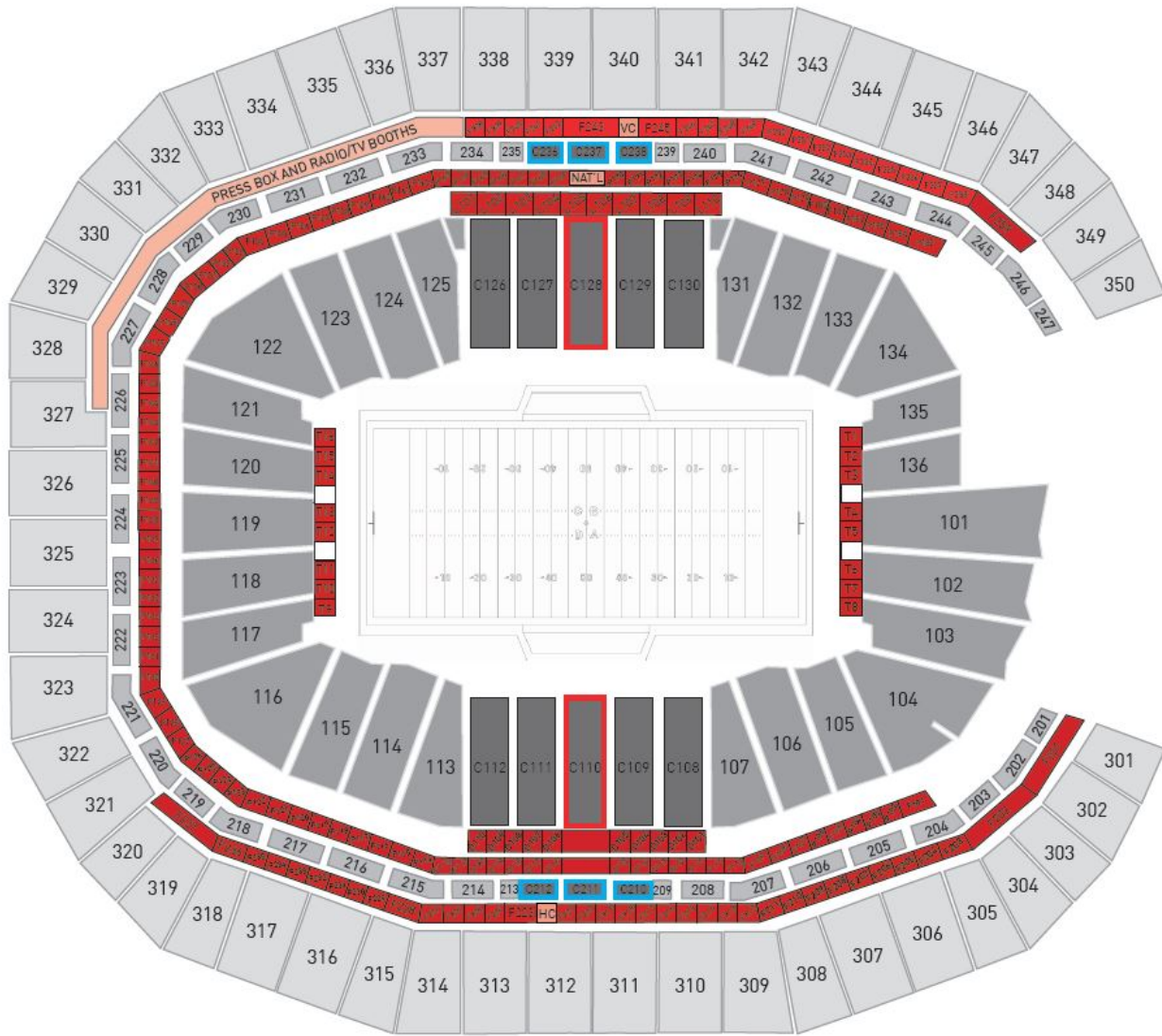
Title: _____

Date: _____

You will receive a countersigned copy of this License Agreement for your records.

EXHIBIT A

STADIUM DIAGRAM



Note: The Stadium is yet to be completed and may vary from the diagram above.

EXHIBIT B

PSL PAYMENT TERMS

Licensee (**also referred to in this Exhibit B as "you" and/or "your"**) agrees to pay as consideration (the "**License Fee**") to the Applicable Payee for the PSL(s) pursuant to the License Agreement as follows:

Please mark an "X" in the blank space of the selected option.

OptA A. Single Payment:

Total License Fee Amount: **\$0** (*submitted to StadCo, which StadCo acknowledges has been received*).

OptB B. Short-Term PSL Payment Schedule:

Total License Fee Amount: **\$0**

- (i) Concurrently with Licensee's execution of this License Agreement, a down payment of:
\$0 (33% of License Fee) (*submitted to StadCo, which StadCo acknowledges has been received*).
- (ii) On or before February 29, 2016: **\$0** (33% of License Fee).
- (iii) On or before February 28, 2017: **\$0** (34% of License Fee).

Licensee promises to make the installment payments listed above to the order of the Applicable Payee at the following address: **GA World Congress Center, Attn: Lockbox Services, PO Box 101544, Atlanta, GA 30392-1544**. Licensee shall make such payments on or before the dates shown above and in the amounts shown above. Licensee may make such payments early, without penalty. If Licensee has elected to pay via credit card, Licensee hereby authorizes the Applicable Payee to charge the credit card account provided by Licensee (or a replacement account, if necessary) on the dates and for the amounts shown above.

OptC C. Long-Term PSL Payment Schedule:

Total License Fee Amount: **\$0**

- (i) Concurrently with Licensee's execution of this License Agreement, a down payment of:
\$0 (10% of License Fee) (*submitted to StadCo, which StadCo acknowledges has been received*).
- (ii) On or before February 29, 2016: **\$0** (10% of License Fee).
- (iii) On or before February 28, 2017: **\$0** (10% of License Fee).
- (iv) The balance of **\$0** (70% of License Fee) (the "**Amount Financed**") to be financed and paid as provided herein below and which shall be subject to finance charges.

By selecting Option C, you agree to the terms and conditions on pages 2-4 of this Exhibit B.

LICENSE AGREEMENT PAYMENT DISCLOSURE
(only applicable if payment Option C is selected)

<p><u>STADCO</u></p> <p>Atlanta Falcons Stadium Company, LLC</p> <p>4400 Falcon Parkway Flowery Branch, GA 30542</p>	<p><u>LICENSEE</u></p>
<p>Date on which the Amount Financed shall commence being subject to finance charges:</p>	<p><u>March 1st, 2017</u></p>

FEDERAL TRUTH-IN-LENDING DISCLOSURES

<p>ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate</p>	<p>FINANCE CHARGE The dollar amount the credit will cost you</p>	<p>Amount Financed The amount of credit provided to you or on your behalf</p>	<p>Total of Payments The amount you will have paid after you have made all payments as scheduled</p>	<p>Total Sale Price The total cost of this credit purchase, including your down payment(s) of \$0</p>
--	--	---	--	---

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
10	\$0	Annually starting February 28, 2018

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled dates, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED	
Total Cash Price	
Cash Down Payment	(-)
Unpaid Balance of Cash Price (Amount Financed)	(=)
Finance Charge	(+)
Total of Payments	(=)

For purposes of this LICENSE AGREEMENT PAYMENT DISCLOSURE, the words “you,” “your,” “Debtor,” “Buyer” and “Licensee” mean the Licensee signing below.

You acknowledge that you have been given the opportunity to purchase the PSL(s) for the immediate payment of the License Fee amount set forth above, and that you have instead agreed to purchase the PSL(s) through installment payments made over time and subject to a finance charge, as provided herein.

PROMISE TO PAY: You agree to pay the Total Cash Price of \$0 plus a finance charge calculated as set forth below, by timely making the payments scheduled above to the order of the Applicable Payee at the following address: *GA World Congress Center, Attn: Lockbox Services, PO Box 101544, Atlanta, GA 30392-1544*. On each Payment Date you will pay us, at the address indicated above, or at such other address as we direct you in writing, the amount stated. If you elected to pay via credit card, you (i) authorize the Applicable Payee to charge the credit card account you provided (or a replacement account, if necessary) on the dates and for the amounts shown above, and (ii) promise to promptly provide updated credit card account information should your credit card account cease to be valid after the Agreement Date. If your payment is due on a date on which we are not open for business, then you agree to pay us on the next business day, and we will credit any payment received on our next business day as if it were received on the scheduled Payment Date.

CALCULATION OF FINANCE CHARGE: We calculate the finance charge each year by applying a rate of eight and one half percent (8.5%) to the outstanding balance of the cash price beginning on March 1, 2017 and to the remaining outstanding balance annually on the same day each year thereafter, until payment in full. The Finance Charge disclosed above is based on the assumption that you will make each payment as scheduled. Early payments may reduce the actual amount of the finance charge in future installment periods but will not reduce the amount of the finance charge calculated for the installment period in which the payment is received.

APPLICATION OF PAYMENTS: For purposes of the disclosures above, we calculated the finance charge assuming you will pay in accordance with the payment schedule. If you make your payments on the dates set forth in the payment schedule, the Finance Charge box above discloses the total amount of finance charges you will owe us under this Agreement. The finance charge is not compounded. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued finance charges, then to outstanding cash price balance, and then to any other outstanding charges, if any. Except in the event of default and any right we may have to accelerate, we will not require you to make a payment in an amount that exceeds the amount of any scheduled payment. Early payments or paying more than scheduled may decrease the amount of the finance charge that accrues in future installment periods. Late payments may increase the amount of the finance charge that accrues. If your payment history causes the finance charge owing to be less than estimated in the above payment schedule, we will not postpone the due date of any subsequent installment or change the amount of such installments, except that we will adjust your final payoff payment to reflect such amount owing.

PREPAYMENT: You may prepay in full at any time before maturity the unpaid balance of this Agreement, and you will not have to pay a penalty. **If you desire to prepay in full, StadCo will furnish you the outstanding balance owing upon prepayment.**

DEFAULT: You will be in default if you breach any obligations hereunder, including failure to timely make payments. At any time after the occurrence of a default, we may accelerate all amounts due under this License Agreement, less any unearned charges, which at our option will be immediately due and payable, without notice or demand. **StadCo shall also have all rights and remedies set forth in the Terms and Conditions, including but not limited to the termination of the PSL(s). Upon termination of the PSL(s) for Licensee's default hereunder, no amount(s) paid by Licensee hereunder shall be refundable or payable to Licensee.** If StadCo does not enforce its rights every time or upon any particular breach or default of this License Agreement, StadCo can still enforce them later.

RETURNED CHECK FEE: Licensee agrees to pay StadCo a reasonable fee of \$15.00 for each returned check. StadCo can add such fee to the amount(s) Licensee owes under this License Agreement or collect such fee separately.

GOVERNING LAW: Federal law and Georgia law apply to this License Agreement. No modification of this License Agreement shall be effective unless in writing and signed by both StadCo and Licensee and approved in writing by the GWCCA.

COMPLIANCE: No charge or receipt by us is intended to exceed lawful amounts. If an unlawful excess occurs, we will apply it as a credit or otherwise refund it, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent permitted by law, for purposes of determining our compliance with the law, we may calculate charges by amortizing, prorating, allocating and spreading. In each instance, our rights and remedies are subject to applicable law.

YOU SHOULD KEEP YOUR COPY OF THIS LICENSE AGREEMENT WITH YOUR RECORDS, AS IT SETS FORTH THE TERMS AND CONDITIONS OF THIS TRANSACTION.

NOTICE TO THE BUYER

DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below, you acknowledge that (i) StadCo can mail any notice to you at your last address in StadCo's records, (ii) all the information you have provided StadCo in connection with the License Agreement is true and correct, (iii) you are not a debtor under any proceeding in bankruptcy, (iv) you have received a legible, completely filled-in copy of this License Agreement and (v) you have read it in its entirety.

Licensee's Signature

Date

EXHIBIT C

TERMS AND CONDITIONS

1. DEFINED TERMS. Certain capitalized terms used in this License Agreement shall have the meanings set forth below. Additional terms are defined elsewhere in this License Agreement.
 - (a) "**Agreement Date**" means the date on which this License Agreement has been signed by Licensee and StadCo, as set forth on the first page of this License Agreement.
 - (b) "**Comparable Seat(s)**" shall have the meaning set forth in Section 5(b) of this Exhibit C.
 - (c) "**Event/Game**" means any Event held or Team Game played at the Stadium.
 - (d) "**Event Organizer(s)**" means the sponsor of an Event at the Stadium that has the right to sell tickets to an Event pursuant to a contract directly or indirectly with StadCo or the GWCCA. If StadCo itself sells tickets to an Event, StadCo will be considered the "Event Organizer" for that particular Event.
 - (e) "**Event(s)**" means concerts, sporting events and similar types of stadium functions to which tickets will be made available to the general public, excluding Team Games. The term "Events" does not include (i) private parties and corporate or other functions that are not available to the general public or (ii) other events that may be excluded as provided in Section 4(b).
 - (f) "**Falcons Season Ticket(s)**" means season tickets for each Seat for all Team Games to be played in the Stadium in a particular annual NFL season. Tickets for Team Games that are postseason NFL playoff games may be distributed separately, subject to separate pricing and time constraints, but are considered a part of the Falcons Season Ticket(s).
 - (g) "**License Agreement**" means this Personal Seat License Agreement and all of the Exhibits attached hereto.
 - (h) "**License Term**" means the period of time beginning on the Agreement Date and ending on the thirtieth (30th) anniversary of the first Event/Game at the Stadium or such longer period, up to the forty-fifth (45th) anniversary of the first Event/Game at the Stadium, if the Team extends its license to play in the Stadium, unless this License Agreement is terminated earlier as provided herein. However, if at any time following the thirtieth (30th) anniversary of the first Event/Game at the Stadium, the Stadium undergoes a renovation or rebuilding that costs in excess of \$300 million, then the License Term will end on the date the Stadium is closed to permit such renovation or rebuilding.
 - (i) "**Licensee's Guests**" means all persons permitted by Licensee (whether by Licensee's express permission, acquiescence, or otherwise) to use tickets to any Event/Game which Licensee has the right to purchase under this License Agreement.
 - (j) "**NFL**" means the National Football League.
 - (k) "**PSL**" means the rights of the Licensee under this License Agreement.
 - (l) "**Seat(s)**" means the seat or seats associated with the PSL(s), as indicated on the first page of this License Agreement, subject to relocation to Comparable Seat(s) as provided herein; upon such relocation the Comparable Seat(s) shall be, in all respects, the "Seat(s)" associated with the PSL(s) under this License Agreement.
 - (m) "**Stadium**" means the stadium to be located in Atlanta, Georgia and to serve as the Team's home field, and owned by the GWCCA.

- (n) "**Team**" means, as the circumstances may require, the entity that is the owner and operator of the Atlanta Falcons professional football franchise.
 - (o) "**Team Game(s)**" means any preseason or regular season NFL games or postseason NFL playoff games (excluding Super Bowl games) played by the Team in the Stadium, in which the Team is designated as the home team by the NFL. The term "Team Game(s)" does not include any games played by the Team that are designated by the NFL as a Team home game but that are scheduled to be played at a location other than the Stadium, including, by way of example, games scheduled to be played in a foreign country.
2. **GRANT OF PSL: TERM.** For and in consideration of the payment of the License Fee, Licensee will receive the number of PSL(s) set forth in this License Agreement, each of which shall entitle Licensee to purchase Falcons Season Tickets and may entitle Licensee to purchase tickets to certain Events held in the Stadium, as provided in Section 4 of this Exhibit C and otherwise in accordance with the terms and conditions set forth in this License Agreement. Each PSL shall, subject to earlier termination as provided herein, remain in effect for the License Term. If, after the expiration of the License Term, StadCo sells new personal seat licenses of any kind that would entitle the holder to (i) purchase season tickets to Team Games and (ii) priority to purchase tickets for certain other Events at the Stadium, then StadCo shall offer you the first right to purchase such licenses for the Seat(s), or if the renovation results in a different configuration, then StadCo shall use reasonable efforts to offer you license(s) for comparable seat(s). **This License Agreement gives Licensee rights of personal privilege only and does not under any circumstance give or grant to Licensee any leasehold, title, interest or other rights of any kind in any specific real or personal property.**
3. **PSL PAYMENTS.** Unless and until (i) the GWCCA has accepted and approved this License Agreement or (ii) this License Agreement is deemed approved, all License Fees shall be deposited and held in a segregated account containing only license fees for PSLs, and the GWCCA shall have no obligation to Licensee with respect thereto. Upon approval and acceptance by the GWCCA or deemed approval of this License Agreement, the License Fees may be applied by the GWCCA in connection with the development and construction of the Stadium. If the GWCCA rejects this License Agreement, Licensee will look solely to StadCo for reimbursement of any License Fees from the segregated account.
4. **LICENSEE RIGHTS AND OBLIGATIONS.**
- (a) **Falcons Season Tickets.** Except as provided herein, Licensee will have the right to purchase from the Team annually, at a price determined each year by the Team, Falcons Season Tickets for the Seat(s); provided, however, that Licensee acknowledges that if Licensee fails to purchase Falcons Season Tickets in any year by the payment deadline imposed by the Team for such year, Licensee's right to purchase Falcons Season Tickets will terminate as set forth in Section 7 of this Exhibit C.
 - (b) **Events.** Licensee will have a priority right to purchase from certain Event Organizers one ticket per PSL for certain Events at the Stadium before such tickets are marketed and sold by such Event Organizer to the general public; provided, however, that StadCo (x) makes no guarantee to Licensee regarding the availability of tickets to a particular Event and (y) may authorize the Event Organizer of any such Event(s) (including but not limited to charitable, religious, civic or political Events) to reserve tickets for promotional or other purposes that will not be offered (or will not be offered on any priority basis) to the holders of PSLs and/or to the general public. Stadium seating is subject to re-configuration for different Events, and an Event Organizer may offer fewer tickets, if any, to a particular Event than there are PSLs. Therefore, Licensee does not have the right to purchase tickets for the Seat(s) or any particular seats in the Stadium for any particular Event. Licensee will have the opportunity to purchase tickets to an Event (to the extent tickets are made available by the Event Organizer) in accordance with Stadium policies, as in effect from time to time, which policies will take into account the PSL purchase price. An Event Organizer

may, in the sole discretion of StadCo, elect to offer the holders of PSLs the right to purchase tickets on an Event by Event basis or to any series of Events.

Except as expressly provided in this paragraph or in Exhibit D to the License Agreement, the PSL(s) do not include the right to purchase tickets or season tickets to any NFL games other than Team Games, or to the games of any other established amateur or professional sports (including NFL) team which may in the future use the Stadium as its home stadium (an "Additional Team"). StadCo (or its agent, affiliate or successor) may sell seat licenses (including for the Seat(s)) for the opportunity to buy tickets (including season tickets) to an Additional Team's (or Additional Teams') home games at the Stadium, and tickets (including season tickets and including for the Seat(s)) for such games may be sold without seat licenses. If Exhibit D to the License Agreement provides for the opportunity to purchase licenses and/or tickets for an Additional Team, Licensee will have an opportunity to purchase those licenses and/or tickets (as applicable) after the Additional Team's existing season ticket holders and waitlist members have had an opportunity to purchase such licenses and/or tickets, but before such licenses and/or tickets are otherwise offered for sale to the general public. Licensee acknowledges that its opportunity to purchase Additional Team licenses and/or tickets is based on availability and that Licensee will not necessarily have the opportunity to purchase Additional Team licenses and/or tickets for the Seat(s) described in this License Agreement.

- (c) Rights Under License. The limited rights granted to Licensee under this License Agreement include a right to purchase tickets as described herein. The PSL(s) does not entitle Licensee to: (i) admission to any Team Games played at the Stadium, (ii) admission to any Events or functions held at the Stadium, (iii) a reduction or discount in the price of tickets to Team Games or Events, or (iv) an equity or ownership interest in StadCo, the Team or the Stadium or any part thereof. StadCo will make reasonable efforts to incorporate, in all relevant agreements with the Team and third-party Event Organizers, the obligation to comply with the PSL ticketing priority for Events/Games held at the Stadium during the term of this License Agreement; provided, however, neither StadCo nor the GWCCA will have liability for the Event Organizer's failure to comply with such PSL ticketing requirements.
- (d) Transfers. Licensee may assign, sell, sublicense, pledge, mortgage or otherwise transfer (a "**Transfer**") the PSL as long as the actions specified in paragraph (i) below are satisfied.
 - (i) Completion of a Transfer. A Transfer of a PSL, including any Related Party Transfer, will be effective and recognized by StadCo and the GWCCA only if Licensee is not in default of the terms of this License Agreement and the following actions have occurred: (1) Licensee and Licensee's prospective transferee have applied to StadCo for the Transfer of the PSL(s) on the form required by StadCo; (2) Licensee or Licensee's prospective transferee has paid to StadCo the applicable transfer fee established by StadCo, provided that, (A) no fee will be required for a Related Party Transfer and (B) for the first five years of the Stadium the transfer fee shall not exceed \$100.00 per transferred PSL; (3) Licensee has performed all obligations (including, but not limited to, payment obligations) under the PSL(s) that have previously accrued, unless StadCo has permitted the assignment of all such Licensee obligations to the transferee; (4) StadCo and the GWCCA have approved and signed the required form for such Transfer (which will not be unreasonably withheld); and (5) StadCo has recorded the Transfer of the PSL(s) on the records maintained by StadCo for those purposes. The form of application required by StadCo will contain the prospective transferee's agreement to assume and perform the obligations of Licensee under this License Agreement accruing on and after the date of the Transfer. No Transfer (including a Related Party Transfer) of the PSL(s) will release Licensee from Licensee's obligations under this License Agreement unless StadCo expressly releases Licensee in writing, which release will not be unreasonably

withheld. Once Licensee completes the Transfer of its PSL(s), Licensee will no longer have any rights under this License Agreement.

- (ii) A "**Related Party Transfer**" is any of the following, provided, that the prospective transferee has never been barred from entering, or removed from, the Stadium or any other stadium, ballpark or arena venue:
 - (1) A Transfer required due to an occurrence of a circumstance beyond the control of Licensee, such as death or disability or similar event as determined by StadCo;
 - (2) In the case of Licensees that are natural persons, a Transfer to a grandparent, parent, stepparent, spouse (including to an ex-spouse in connection with a divorce), registered domestic partner (including to an ex-partner in connection with a termination of the domestic partnership), sibling, child, stepchild, grandchild, or great grandchild; or
 - (3) In the case of Licensees that are entities, a Transfer to (A) an entity resulting from a merger or consolidation with Licensee, (B) an entity succeeding to all or substantially all of the business or assets of Licensee, or (C) an entity controlled by, controlling, or under common control with Licensee.
- (iii) Void Transfers. Any attempted Transfer made without full compliance with the actions specified in paragraph (i) above will be null and void and will not be recognized by StadCo or the GWCCA.

5. RIGHTS RESERVED BY STADCO AND THE GWCCA. StadCo and the GWCCA expressly reserve the following rights:

- (a) The right to exercise all rights at law or in equity, or as granted under this License Agreement, including those rights in connection with a default by Licensee hereunder, which rights expressly include the termination of this License Agreement.
- (b) The right to improve, alter, restore, reduce, expand, or enlarge the Stadium, any amenity area, any seating area or any other portion of the Stadium, as determined by StadCo and the GWCCA in their sole discretion. If, in connection with any such action, the Stadium seating or any amenity area(s) is relocated or reconfigured, StadCo (as agent of the GWCCA) reserves the right to re-designate the specific locations of seats and to modify the assignment of specific seats to PSLs. If StadCo determines that any such modification is necessary, StadCo will endeavor to assign to an affected PSL a seat that is reasonably comparable to, in terms of field vantage point and access to amenities, the seat that was assigned to the PSL prior to the relocation or reconfiguration, all as determined by StadCo in its sole discretion and without regard to the original License Fee amount (each such Seat, a "**Comparable Seat**"). In the event StadCo notifies Licensee that there is no Comparable Seat(s), then Licensee shall have the right to terminate this License Agreement upon notice to StadCo, in which event StadCo shall, within sixty (60) days following such notice of termination, return to Licensee the Unamortized Portion of the License Fee (as defined below) paid by Licensee hereunder. Licensee's sole recourse for such refund shall be against StadCo, and the GWCCA will have no obligation to Licensee with respect thereto. For purposes of this License Agreement, a PSL will be assumed to have a life of thirty (30) years and the applicable amortization will be straight-line (e.g., if a PSL with an initial cost of \$20,000 (paid in full) is terminated after three (3) years, the Licensee would receive a refund in the amount of \$18,000.00; such amount, the "**Unamortized Portion of the License Fee**").

- (c) The right to assign, pledge as collateral, encumber, transfer, sell, license or sublicense all or any part of StadCo's and the GWCCA's right, title, or interest in and to the Stadium and its appurtenant facilities.
- (d) The rights to assign, pledge as collateral, mortgage, encumber, transfer, or sell all or any part of the rights and obligations of StadCo and the GWCCA and of Licensee under this License Agreement, including the PSLs and proceeds of the License Fee, to one or more third parties, who may succeed to all or any part of the rights of StadCo and the GWCCA under this License Agreement.

6. USE OF STADIUM AND SEAT(S). Licensee will have access to the Stadium and, if applicable, the Seat(s), only upon presentation of a ticket(s) for admission to any Event/Game. Licensee and Licensee's Guests will be bound by and must observe the terms and conditions upon which tickets for admission to the Stadium have been issued, including but not limited to any policy adopted with respect to the cancellation, re-scheduling, or postponement of Team Games or Events. In addition, Licensee and Licensee's Guests must at all times maintain proper decorum while using the Seat(s) and in and about the Stadium and must abide by the applicable governmental regulations, laws, ordinances, and rules (including those adopted by the GWCCA) and by the policies, rules, and regulations that may be adopted from time to time by StadCo, the Team, Event Organizers and their respective representatives, agents, tenants, subtenants, employees, corporate affiliates and contractors (each, individually, a "**Stadium Party**", and all, collectively, the "**Stadium Parties**") pertaining to the Stadium. Licensee acknowledges that the Event Organizers may adopt policies, rules, and regulations independently from StadCo relating to Licensee's attendance at Events and that a violation of any of such policies, rules, and regulations may, in the discretion of StadCo, also constitute a violation of this License Agreement. Licensee will be responsible for any violations of this License Agreement by Licensee's Guests. Licensee and Licensee's Guests may be required, as a condition to entry into the Stadium, to submit to a search for prohibited items. Without limiting the foregoing, Licensee specifically agrees that neither it nor any of Licensee's Guests will:

- (a) bring into the Stadium any alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed to the treated person by a physician, any controlled substance;
- (b) permit the Seat(s) or any seat or area of the Stadium to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any other licensees or ticket holders;
- (c) film or record for transmission, or transmit from the Seat(s) or the Stadium all or any portion of any Event/Game, or any description thereof, by any means (including, but not limited to, radio, television, or internet broadcasting, whether distributed live or by means of film, tape, digital, streaming, or other technology); or
- (d) tolerate or permit the use of the Seat(s) in violation of this License Agreement, including this Exhibit C, or create any nuisance or take any action that either diminishes hazard insurance coverage for the Stadium or increases the premium payable for that insurance.

7. FAILURE TO BUY FALCONS SEASON TICKETS. If Licensee does not purchase Falcons Season Tickets for the Seats by the payment deadline specified each year by the Team, (i) Licensee's PSL(s) will terminate, (ii) Licensee will no longer have the right to purchase Falcons Season Tickets for the Seat(s) for the current NFL season and all NFL seasons that follow, (iii) Licensee will no longer have priority to purchase tickets for Events at the Stadium, (iv) Licensee will no longer have liability for any unpaid License Fee installments which would become due following the termination of the Licensee's PSL, (v) no amounts paid hereunder by Licensee shall be refundable or payable to Licensee and (vi) neither StadCo nor the Team will have any further obligation or liability to Licensee with regard to the sale of Falcons

Season Tickets or tickets to other Events whatsoever. Thereafter, StadCo shall have the right to sell a new PSL(s) for the Seat(s) (with the right to purchase Falcons Season Tickets) to any other person or party.

8. **DEFAULT.** If Licensee fails to pay when due any License Fee or portion thereof, or any finance charge thereon, under this License Agreement, or otherwise defaults in the performance of any of Licensee's duties and obligations under this License Agreement, then StadCo may, at its option, after providing written notice to Licensee and a ten (10) day opportunity to cure (if such default is curable):
- (a) withhold distribution of tickets to Licensee, authorize the Team or other Event Organizers to withhold distribution of tickets to Licensee, or otherwise deny Licensee access to the Stadium for Events/Games until the default is cured (if such default is curable); and/or
 - (b) terminate all rights of Licensee under this License Agreement.

Notwithstanding the foregoing, Licensee acknowledges and agrees that the failure to maintain proper decorum and abide by the policies, rules, and regulations that may be adopted from time to time by the NFL, StadCo, the GWCCA (exercising its statutory powers), the Team and Event Organizers are non-curable defaults, and StadCo's notice in such event is for the sole purpose of notifying Licensee of such breach and termination.

Licensee acknowledges and agrees that upon Licensee's default under this License Agreement and the termination of the PSL(s) by StadCo, no amount(s) paid by Licensee hereunder shall be refundable or payable to Licensee. If StadCo, the Team or any Event Organizer withholds the distribution of tickets for any Event/Game due to a default of Licensee, StadCo, the Team or the Event Organizer may release, reissue, sell, give, use for its own use, or otherwise transfer the tickets for such Event/Game on terms and conditions established by StadCo, the Team or any Event Organizer (as the case may be) in its sole discretion, without any compensation to Licensee. After termination of Licensee's PSL(s), StadCo will thereafter, at any time, have the right to sell one or more new PSL(s) for the related Seat(s) to any other person or party with no further obligation or liability to Licensee whatsoever. Any subsequent sale by StadCo, on behalf of the GWCCA, of a PSL(s) associated with the Seat(s) identified in this License Agreement following the termination hereof is not a resale of such PSL(s), but is instead the creation of one or more new PSLs for the benefit of a different licensee(s).

The foregoing remedies are not to the exclusion of any other right or remedy of StadCo set forth in this License Agreement or otherwise available at law or in equity. Licensee is responsible for all attorneys' fees and costs incurred by StadCo in the enforcement of this License Agreement, whether or not litigation is actually commenced.

No waiver or release by StadCo of any default or breach by Licensee of its obligations under this License Agreement will be construed to be a waiver or release of any other subsequent default or breach by Licensee under this License Agreement, and no failure or delay by StadCo in the exercise of any remedy provided for in this License Agreement will be construed a forfeiture or waiver thereof or of any other right or remedy available to StadCo.

9. **STRIKES, DAMAGES, DESTRUCTION, ETC.**

- (a) In the event of any damage to or destruction of the Stadium due to an act of God, natural disaster, contamination, act of terrorism or other force majeure event, the GWCCA and StadCo shall have no obligation hereunder to repair such damage or rebuild the Stadium. If the GWCCA and StadCo elect not to repair the damage or rebuild the Stadium, and the Stadium is no longer used for Events/Games, this License Agreement shall terminate as of the date of such damage or

destruction, no portion of the License Fee will be returned to Licensee, and the GWCCA and StadCo shall have no further liability under this License Agreement.

- (b) In the event of any damage to or destruction of the Seat(s) due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders the Seat(s) unusable, and StadCo is unable to repair or replace the Seat(s) in a reasonable period of time, StadCo shall endeavor to provide Licensee a Comparable Seat(s) until the Seat(s) is repaired or replaced. If StadCo notifies Licensee that there is no Comparable Seat(s), or that the Seat(s) cannot be repaired or replaced, then Licensee's right to purchase Falcons Season Tickets for the Seat(s) shall terminate as of the date of such damage or destruction. So long as the Stadium is thereafter used for Events, Licensee will retain priority to purchase tickets for Events at the Stadium for the remainder of the term of the PSL(s), in accordance with the provisions of Section 4(b) of this Exhibit C.
- (c) Neither StadCo nor the GWCCA will be liable for, and Licensee will not assert any deduction, set off or claim of any nature against StadCo or the GWCCA for, any act or omission of or any breach or default by any Stadium Party (other than StadCo or the GWCCA) or concessionaire. Licensee will be bound by the terms and conditions established from time to time by each Stadium Party for cancellation or postponement of any Event/Game. Neither StadCo nor the GWCCA will have any responsibility or liability to Licensee on account of any cancellation or postponement or other failure or deficiency in the conduct of any Event/Game, including but not limited to any cancellation on account of any strike or other labor disturbance or any condition in or around the Stadium. Neither the Team nor the Event Organizer will have any liability on account thereof except as otherwise expressly set forth on the tickets issued to Licensee. Notwithstanding the foregoing, the License Fee may be refundable to Licensee in accordance with the provisions of Section 11(a) of this Exhibit C, and the Unamortized Portion of the License Fee may be returned to Licensee in accordance with the provisions of Section 5(b) of this Exhibit C.

10. ASSUMPTION OF RISK; INDEMNIFICATION.

- (a) NEITHER THE STADIUM PARTIES NOR THE GWCCA NOR THEIR RESPECTIVE OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "**INDEMNITEES**") WILL BE LIABLE TO LICENSEE OR RESPONSIBLE FOR, AND LICENSEE FOR ITSELF AND EACH OF LICENSEE'S GUESTS ASSUMES, ALL RISK FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF LICENSEE OR LICENSEE'S GUESTS IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) ARISING OUT OF, DURING, OR RELATED TO THEIR ATTENDANCE AT ANY EVENT/GAME AT THE STADIUM RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THEFT AND VANDALISM, INCIDENTS INVOLVING OTHER PATRONS, THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY OTHER PATRONS, INJURY FROM THROWN OR DROPPED OBJECTS, AND SPILLS OF FOOD OR BEVERAGES, REGARDLESS OF WHETHER THE PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING ONLY THOSE DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE (AND ONLY TO THE EXTENT ATTRIBUTABLE) TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, AND THEN ONLY WITH RESPECT TO SUCH INDEMNITEE. Licensee hereby agrees to assume all responsibility and liability for the consumption of alcoholic beverages by Licensee and Licensee's Guests at the Stadium, and for the conduct and behavior of Licensee and Licensee's Guests.

- (b) LICENSEE AGREES TO AND DOES HEREBY RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES (INCLUDING, WITHOUT LIMITATION, THE STADIUM PARTIES) FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF OR RELATED TO (I) ANY VIOLATION OF THIS LICENSE AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS BY LICENSEE OR ANY OF LICENSEE'S GUESTS, (II) THE USE OF ALCOHOL IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) BY LICENSEE OR ANY OF LICENSEE'S GUESTS, (III) THE CONDUCT OR BEHAVIOR OF LICENSEE AND LICENSEE'S GUESTS, AND/OR THE USE OF THE SEATS OR THE STADIUM (INCLUDING THE PARKING LOTS) BY LICENSEE OR LICENSEE'S GUESTS, AND (IV) ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) IN CONNECTION WITH LICENSEE'S OR LICENSEE'S GUESTS' USE OF THE STADIUM (INCLUDING THE PARKING LOTS) OR OCCUPANCY OF THE SEAT(S), REGARDLESS OF WHETHER THE PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THOSE DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE (AND ONLY TO THE EXTENT ATTRIBUTABLE) TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE AND ONLY WITH RESPECT TO SUCH INDEMNITEE.
- (c) Licensee acknowledges that, although none of the Indemnitees (other than StadCo and, for the limited period and purposes described herein, the GWCCA) is a party to this License Agreement, each such Indemnitee is an express third-party beneficiary of this Section 10 of Exhibit C of this License Agreement and will directly or indirectly receive the benefit of, and may enforce as if a party to this License Agreement, the provisions of this Section 10 of this Exhibit C.

11. CONSTRUCTION OF THE STADIUM.

- (a) StadCo and the GWCCA expect that construction of the Stadium will be completed prior to the 2017 NFL pre-season. If (i) the Seat(s) which is the subject of this License Agreement is not included in the Stadium, (ii) the Seat(s) is not available for licensing, or (iii) before the first Event/Game, StadCo abandons its efforts to develop the Stadium, then StadCo will notify Licensee thereof, and by that notice will terminate this License Agreement. As soon as is reasonably practical thereafter, StadCo will refund the License Fee, or such portion thereof as Licensee has then paid, and no interest will be paid on any returned License Fee amounts. Upon StadCo's notification to Licensee of such termination, the GWCCA will have no further obligation to Licensee. Upon return of such paid amount of the License Fee to Licensee the parties hereto will have no further liability or obligation to each other under the terms of this License Agreement or in law or equity. Except as expressly provided in Sections 11(a) and 5(b), in no event shall the Licensee be entitled to any refund of all or any portion of the License Fee following the GWCCA's acceptance and approval of this License Agreement. Licensee shall have no recourse against the GWCCA, including, without limitation, any refund of the License Fee, for the failure of StadCo to commence construction of the Stadium or for the unavailability of any Seat(s). The right of refund to Licensee set forth in this Section 11(a) is Licensee's sole and exclusive remedy for the failure to commence construction of the Stadium or for the unavailability of the Seat(s) as against the StadCo and the other the Stadium Parties.
- (b) In connection with (and after) the initial construction of the Stadium, StadCo and the GWCCA reserve the right, in the case of construction or design necessity, any Federal, State or local law, ordinance or regulation, NFL regulation or directive, damage or destruction (whether whole or

partial), renovation, reconstruction or obsolescence, to alter or change the design or configuration of the Stadium, including any change in the location or inclusion of each of the Seat(s), which changes may affect the original association of the Seat(s) with the PSL(s). Licensee acknowledges and agrees that, in the event of any change or alteration of seat locations within the Stadium, StadCo may, in its discretion, provide Licensee with a Comparable Seat(s), or take such other action as is provided otherwise herein in the event of unavailability of such Comparable Seat(s).

12. REPRESENTATIONS AND AGREEMENTS OF LICENSEE. Licensee hereby acknowledges, agrees, represents and warrants as follows:

- (a) Licensee has read and understands the terms of this License Agreement and all Exhibits to this License Agreement, including this Exhibit C.
- (b) Licensee is not acquiring any PSL as an investment and has no expectation of profit as an owner of the PSL.
- (c) Licensee is acquiring the PSL(s) solely for the right to purchase tickets to Events/Games as provided in this License Agreement and to enjoy the Stadium amenities.
- (d) Licensee is acquiring the PSL(s) for its own use and not with a view to the distribution, transfer, or resale of the PSL(s) to others.
- (e) The rights licensed under this License Agreement are rights of personal privilege and do not under any circumstances confer upon Licensee any interest or estate in real property or any leasehold or possessory interest in the Seat(s) or the Stadium.
- (f) Licensee will not have any equity or other ownership interest in StadCo, the Team or the Stadium or any of the Stadium's facilities and will not have any rights to dividends or other distribution rights from StadCo or any other party or entity described in this License Agreement as a result of being a licensee of a PSL, and further will not have any voting rights with respect to any GWCCA matters as a result of being a licensee of a PSL.
- (g) Licensee acknowledges that the transfer of a PSL is restricted and that a PSL is subject to termination under certain conditions, including those described in this License Agreement.
- (h) Licensee acknowledges that all or a portion of the License Fee(s) will be expended by the GWCCA during the construction period for the Stadium, together with other funds of, or available to, the GWCCA for such purpose, to pay for the construction and development of the Stadium and will not be used for any investment purpose whatsoever (except temporary investment of proceeds during such construction period pending expenditure for such construction).
- (i) Licensee acknowledges that neither StadCo nor the GWCCA nor any other party has made any representations, warranties, or covenants other than as set forth specifically and expressly in this License Agreement.
- (j) Licensee acknowledges that in the event that the Stadium is not built or completed as anticipated, or if no Event/Game is ever held in the Stadium for any reason, neither StadCo nor the GWCCA shall have any liability whatsoever, other than StadCo's obligation to refund to Licensee any portion of the License Fee(s) that has been previously paid by Licensee, as and to the extent otherwise expressly provided in this License Agreement.
- (k) Licensee acknowledges that this License Agreement (and any and all other information or documentation in connection herewith) may be subject to disclosure as a public record.

- (l) Licensee has full authority and capacity to enter into and sign this License Agreement and carry out its terms and conditions, and, when signed by Licensee, this License Agreement will be a binding obligation of Licensee, enforceable against Licensee in accordance with its terms.

13. MISCELLANEOUS.

- (a) All notices, demands and other communications between the parties hereto that are required or appropriate under this License Agreement must be in writing and will be deemed given to: (i) Licensee, if mailed, postage prepaid, to the addresses set forth for Licensee in this License Agreement, or to another address as may be designated by Licensee to StadCo, from time to time, as provided in this Section 13(a), or if sent by electronic mail in the event Licensee has consented to such method of delivery, and (ii) StadCo, if mailed, by certified or registered mail, postage prepaid, return receipt requested to the addresses set forth for StadCo in this License Agreement, or to another address as may be designated by StadCo to Licensee, from time to time, in writing. The initial mailing address of StadCo is as follows: 4400 Falcon Parkway, Flowery Branch, GA 30542, Attention: Chief Marketing Officer.
- (b) Licensee acknowledges and agrees that upon any assignment of this License Agreement by StadCo or the GWCCA (other than for the benefit of a secured party solely in connection with a financing and prior to any foreclosure upon the assignee/secured party's interest herein as a result of an uncured default of StadCo thereunder), StadCo or, as applicable, the GWCCA will be automatically and fully released from, and StadCo's or, as applicable, the GWCCA's assignee will be responsible for, all obligations and liabilities of StadCo or, as applicable, the GWCCA under this License Agreement.
- (c) THIS LICENSE AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL LAWS AND THE LAWS OF THE STATE OF GEORGIA AND CALLS FOR PERFORMANCE IN FULTON COUNTY, GEORGIA, AND JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT WILL EXCLUSIVELY LIE IN THE FEDERAL AND STATE COURTS LOCATED IN FULTON COUNTY, GEORGIA, WITHOUT REGARD TO ANY OTHER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.
- (d) This License Agreement, and all the terms and provisions hereof, inure to the benefit of and are binding upon the parties to this License Agreement and, subject to the provisions of Section 4(d) of this Exhibit C, their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this License Agreement will be effective unless it is in writing and signed by each of StadCo, the GWCCA and Licensee.
- (e) Licensee agrees to pay all taxes associated with entering into this License Agreement and holding the PSL(s) and the underlying tickets (including, but not limited to, any admissions taxes), whether presently imposed or imposed in the future by any taxing authority.
- (f) StadCo and Licensee agree that they may rely upon an electronic copy of this License Agreement executed by the other. In that regard, and in order to facilitate execution hereof, this License Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this License Agreement delivered by facsimile or electronic mail transmittal or by other electronic communication will have the effect of an original, executed instrument. All counterparts of this License Agreement will collectively constitute a single instrument; but, in making proof of this License Agreement, it will not be necessary to produce or account for more than one counterpart hereof. Each signature page to any counterpart of this License Agreement may be detached from the counterpart without impairing the legal effect of the

signatures thereon and thereafter attached to another counterpart of this License Agreement identical thereto except having attached to it additional signature pages.

- (g) If any provision or provisions, or if any portion of any provision or provisions, in this License Agreement is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this License Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of StadCo and Licensee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this License Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of StadCo and Licensee under the remainder of this License Agreement shall continue in full force and effect, unless the amount of the License Fee or other charges payable hereunder is thereby decreased, in which event StadCo may terminate this License Agreement.
- (h) StadCo and the GWCCA may mortgage, pledge, assign, or convey a security interest in, or otherwise encumber any PSL and the proceeds thereof and this License Agreement as security for financing the construction and operation of the Stadium. In such event, this License Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto. Notwithstanding the foregoing, Licensee shall attorn to any such mortgagee, pledgee, assignee, grantee, creditor or lienholder if the same shall agree in writing to recognize this License Agreement and the rights and interests of the Licensee hereunder in the event of the foreclosure or enforcement of such encumbrance (if Licensee is not then in Default in the performance of Licensee's obligations under this License Agreement).
- (i) No member of the Board of Directors of the GWCCA or any member of the GWCCA's staff shall have any individual liability with respect to the transactions contemplated herein.
- (j) This License Agreement, including these Terms and Conditions and the other Exhibits attached and incorporated thereto and hereto, contains the entire agreement of the parties hereto with respect to the matters provided for therein and herein, and supersedes any written instrument or oral agreement previously made or entered into by the parties to this License Agreement or any PSL plan offered by StadCo and/or its agents, specifically including, but not limited to, any advertising, visual presentations, marketing materials, brochures, order forms, and surveys distributed (in any form) by StadCo and/or its agents.

**AFFIRMATIVE CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS
CONCERNING YOUR PERSONAL SEAT LICENSE(S)**

The Licensee executing this consent in the space below ("**You**") acknowledges that any of the Stadium Parties (collectively, "**We**" or "**Us**") may want to contact You regarding the PSL(s) or notify You of conditions, events and promotions relating to the Stadium. Our contact with You may involve sending You e-mails or other electronic communications. In order to ensure that We have obtained Your affirmative consent to receive these communications, You agree as follows:

1. You agree that We can send e-mail and other electronic communications to You at the e-mail address set forth below. You agree to promptly inform Us of any change to Your e-mail address or other addresses. You agree that We can rely upon the information concerning the electronic addresses You have provided and/or will hereafter provide to Us.

2. We may send communications to You concerning the following subjects:
 - (a) Changes in the times or other details of any Team Games or Events;
 - (b) Security procedures and policies, and any security alerts;
 - (c) Parking, traffic, or other transportation issues relating to the Stadium;
 - (d) Special Events (such as concerts and sporting events) scheduled at the Stadium;
 - (e) Information relating to the PSL(s), such as special offers, including any right to purchase tickets to Events;
 - (f) Offers for affiliated products and services; and
 - (g) Other special circumstances in which We may need to contact You.

We will use commercially reasonable efforts to provide accurate information to You and to ensure that the information is delivered to You. However, We cannot guarantee that all communications are error-free or that the messages will in fact be delivered.

3. You may revoke Your agreement to receive e-mail and other electronic communications from Us by making a request, either by using the unsubscribe function in the message You receive from Us or by advising StadCo in writing at the address provided in this License Agreement (or such updated address as StadCo shall provide from time to time). Note that if You revoke your authorization, You may not receive important information from Us concerning the PSL(s).

4. This consent does not change any other agreement between You and the Stadium Parties.

Agreed to:

By: _____

Name:

Email Address:

EXHIBIT D

AMENITIES - RESERVE SEATS

Priority right to purchase one ticket per PSL for certain Events at the Stadium, before such tickets are marketed and sold to the general public, subject to the Terms and Conditions.

The price of the regular season portion of the Falcons Season Tickets for the Seat(s) will remain the same for the first 3 seasons in which the Team plays Team Games at the Stadium.

Opportunity to purchase one season ticket per PSL for the MLS team expected to play in the Stadium, before such tickets are sold to the general public, based on availability and subject to the Terms and Conditions.