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ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

_____)	
In re)	Chapter 11 Case
)	
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590 (DML)
)	Jointly Administered
Debtors.)	
_____)	

**MOTION OF DEBTORS TO REJECT THE UNEXPIRED LEASE OF
NONRESIDENTIAL REAL PROPERTY OF GEO. L. SMITH II
GEORGIA WORLD CONGRESS CENTER AUTHORITY**

Mirant Corporation (“Mirant”) and its affiliated debtors (collectively, the “Debtors”), as debtors-in-possession, file this Motion (the “Motion”) pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the “Bankruptcy Code”) for authority to reject certain executory contracts (each, a “Contract”) or unexpired leases of real property (each, a “Lease”), and in support thereof the Debtors represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

2. The Cases. On July 14, 2003 and various dates thereafter (collectively, the “Petition Date”), Mirant Corporation and 82 of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary chapter 11 petitions and manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of title 11 of the United States Code (the “Bankruptcy Code”).

3. The Cases are Jointly Administered. This Court has entered orders approving the joint administration of the Debtors’ chapter 11 cases.

4. The Committees. Three official committees (collectively, the “Committees”) have been appointed by the Office of the United States Trustee for the Northern District of Texas in these administratively consolidated cases.

RELIEF REQUESTED

5. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject certain Contracts and/or Leases listed below, effective ten (10) business days from the date of service of this Motion.

BASIS FOR RELIEF

6. On August 14, 2003, the Court entered an amended order (the “Order”) approving procedures (the “Rejection Procedures”) for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

7. In summary, the Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to

the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit "A".

8. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Contract will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

Title of the Lease/Contracts¹:

Georgia Dome Executive Suite License Agreement dated December 29, 1998, between Mirant Corporation and Geo. L. Smith II Georgia World Congress Center Authority, as amended July 1, 2000

Georgia Dome Executive Suite License Agreement dated December 14, 1998

Effective Date of Rejection:

March 19, 2004

Parties to the Lease/Contract and Contract Information:

**Geo. L. Smith II Georgia World Congress Center Authority
285 International Boulevard
Atlanta, GA 30313-1591
Attn: Executive Director or General Manager**

9. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131,

¹ Copies of the Contracts are attached hereto as Exhibit B. Not all parties were served with the Contracts. Any party may request a copy of same by contacting counsel for the Debtors.

Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100, Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to the Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of the determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.

10. Pursuant to the Order, claims arising out of the rejection of Contracts and Leases must be filed with the Court, or any Court approved claims processing agent, by the later of: (i) the deadline for filing proofs of claims established by the Court or (ii) thirty (30) days after the Effective Date of Rejection, or the date of the Order of the Court upholding the Debtors' determination to reject the applicable Contract or Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease (the "Rejection Claims Deadline").

11. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of the Contract or Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

CONCLUSION

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: March 5, 2004

HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
(214) 651-5000

By /s/ Robin E. Phelan
Robin E. Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Ian T. Peck
State Bar No. 24013306

-and-

Thomas E Lauria
State Bar No. 11998025
Craig H. Averch
State Bar No. 01451020
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
(305) 371-2700

ATTORNEYS FOR THE DEBTORS AND
DEBTORS-IN-POSSESSION

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he provided a true and correct copy of the forgoing to Bankruptcy Services, LLC and directed them to effect service upon all persons on the Limited Service List via email, facsimile or overnight mail (without Exhibits), and the addressees set forth below via overnight mail (with Exhibits) on the 5th day of March, 2004:

Eric J. Taube
Mark C. Taylor
Hohmann, Taube & Summers, L.L.P.
100 Congress Avenue
Suite 1600
Austin, TX 78701

Deborah D. Williamson
Thomas Rice
Cox & Smith Incorporated
112 East Pecan Street
Suite 1800
San Antonio, TX 78205-1505

Howard L. Siegel
Brown Rudnick Berlack Israels LLP
City Place I, 185 Asylum Street
Hartford, CT 06103-3401

Bruce R. Zirinsky
Gregory Petrick
Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, NY 10038

William R. Baldiga
Brown Rudnick Berlack Israels LLP
One Financial Center
Boston, MA 02111

Mark Thompson
Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017-3954

Edward S. Weisfelner
Leslie H. Scharf
Brown Rudnick Berlack Israels LLP
120 West 45th Street
New York, NY 10036

Geo. L. Smith II Georgia World Congress
Center Authority
285 International Boulevard
Atlanta, GA 30313-1591
Attn: Executive Director or General
Manager

Paul N. Silverstein
Andrews & Kurth, L.L.P.
805 Third Avenue
New York, NY 10022

Jason S. Brookner
Andrews & Kurth, L.L.P.
1717 Main Street
Suite 3700
Dallas, TX 75201

/s/ Robin E. Phelan

EXHIBIT “A”

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

U.S. BANKRUPTCY COURT,
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA J. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

In re)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590-DML-11
Debtors.)	Jointly Administered

**AMENDED ORDER REGARDING MOTION OF DEBTORS FOR AN ORDER
PURSUANT TO SECTIONS 365 AND 554 OF THE BANKRUPTCY CODE
AUTHORIZING AND APPROVING A PROCEDURE FOR THE REJECTION OF
CERTAIN EXECUTORY CONTRACTS**

Upon the Motion of Debtors for an Order Pursuant to Sections 365 and 554 of the Bankruptcy Code Authorizing and Approving a Procedure for the Rejection of Certain Executory Contacts (the “Motion”) filed by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in these Chapter 11 cases; and it appearing that this Court has jurisdiction over this matter; and it appearing that due and proper notice has been given; and upon due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Rejection Procedures referenced on Exhibit “A” attached hereto are hereby approved; and it is further

ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising or related to the implementation of this Order; and it is further

ORDERED that the last date to file timely proofs of claim against the Debtors arising from the rejection of any Contracts and Leases (the “Rejection Claims Deadline”) will be and hereby is the later of: (i) the deadline for filing proofs of claims established by this Court; and (ii) thirty (30) days after the Rejection Effective Date, as such term is defined in the

Rejection Procedures, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease; and it is further

ORDERED that any holder of a claim allegedly arising from the rejections authorized in accordance with the Rejection Procedures who fails to timely file a proof of such claim on or prior to the expiration of the Rejection Claims Deadline be: (i) forever barred from asserting such claim against any of the Debtors or their estates; (ii) forever barred from sharing in any distribution of the Debtors' estates or assets under any plan of reorganization confirmed in these chapter 11 cases or order of the Court authorizing distributions from the Debtors' estates; and (iii) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and/or any order of the Court authorizing distributions from the Debtors' estates; and it is further

ORDERED that the procedures established by this Order, including the Rejection Claims Deadline, shall not apply to (a) any executory contract or unexpired lease between any of the Debtors and (i) PEPCO and any of its affiliates; (ii) WGES; (iii) Kern; (iv) 285 Venture; (v) Unutil; (vi) the NSTAR Companies (as each entity is defined in its respective objection or joinder to objections to the Motion) (vii) the Cape Light Compact Agreements, including the Pilot Electric Supply Agreement by and between the Cape Light Compact and Mirant Americas Retail Energy Marketing, LP; or (b) leases and lease-related contracts pertaining to the Dickerson and Morgantown power plants operated by Mirant Mid-Atlantic, LLC and its subsidiaries (in which the lease counterparties are certain limited liability companies affiliated with Bank One, N.A., Union Bank of California, N.A. and Verizon Capital Corp.); and it is further

ORDERED that, to the extent that any provision contained in this Order is inconsistent with this Court's Interim Order Authorizing the Debtors to (i) Comply With Terms of Prepetition Trading Contracts, (ii) Enter Into Postpetition Trading Contracts in the Ordinary Course of Business, (iii) Provide Credit Support Relating to Both Pre- and Post-Petition Trading

Contracts, and (iv) Setting a Final Hearing to Consider the Entry of a Final Order Affirming the Interim Order and Authorizing Assumption of Prepetition Trading Contracts entered on July 17, 2003 (the "Trading Order"), the Trading Order shall control.

Dated August 14, 2003

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

HONORABLE D. MICHAEL LYNN
UNITED STATES BANKRUPTCY JUDGE

Exhibit "A"

Rejection Procedures

- a. Unless a timely objection is filed, any Contract or Lease determined by the Debtors, in the exercise of their business judgment, to be unnecessary and/or burdensome to the Debtors' ongoing business operations shall, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease, be deemed rejected ten (10) business days from service of a motion to reject such Contract or Lease (the "Rejection Motion"), via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases (each, a "Committee").
- b. The Rejection Motion shall be substantially in the form of the Rejection Motion attached hereto as Exhibit A-1 and shall include a copy of the Order approving this Motion.
- c. If an objection to a Rejection Motion is filed by a counterparty to a Contract or Lease, or by any Committee, and timely served upon, and actually received by, counsel to the Debtors prior to the expiration of the ten (10) business day notice period, the Debtors will seek a hearing to consider the objection at the Court's earliest convenience.
- d. If no objections by either a counterparty to a Contract or Lease or by any Committee, are timely received, then the applicable Contract or Lease shall be deemed rejected as of the expiration of the ten (10) business day notice period described above unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease. The Rejection Effective Date for any rejection shall be the later of (a) the expiry of the ten (10) business day notice period if no objection is filed; (b) the entry of an order ultimately approving rejection if an objection to rejection is filed; and (c) such other date upon which the debtor and the objection party may agree.
- e. If an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of the Order unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.
- f. Claims arising out of the rejection of Contracts and Leases must be filed with the Bankruptcy Court or any Court approved claims processing agent by the later of (i) the deadline for filing proofs of claim established by this Court or (ii) thirty (30) days after the Rejection Effective Date, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re))	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,))	Case No. 03-46590-DML-11
Debtors.))	Jointly Administered

**MOTION OF DEBTORS TO REJECT EXECUTORY CONTRACTS OR
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
OF [NAME OF COUNTERPARTY]**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation ("Mirant") and its affiliated debtors (collectively, the "Debtors"), as debtors in possession, file this Motion (the "Motion") pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") for authority to reject certain executory contracts (each, a "Contract") or unexpired leases of real property (each, a "Lease"), and in support thereof represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

2. The Cases. Commencing on July 14, 2003 and concluding in the early morning hours of July 15, 2003, (the "Petition Date"), each of the Debtors filed a voluntary petition in this court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C.

§§ 101-1330, as amended (the “Bankruptcy Code”).¹ The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the Debtors’ motion for an order requesting that the Debtors’ bankruptcy estates be jointly administered.

4. Unsecured Creditors' Committees. On July 25, 2003, the Office of the United States Trustee for the Northern District of Texas formed two official committees of unsecured creditors. The first Committee is comprised of certain bondholders of Mirant Americas Generation, LLC. The Second Committee is comprised of certain creditors of Mirant Corporation and the remaining Debtors.

RELIEF REQUESTED

4. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject certain Contracts and/or Leases listed below, effective 10 (ten) business days from the date upon service of this Motion.

¹ Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the “Canadian Debtors”) to commence plenary insolvency proceedings (the “Canadian Proceedings”) in the Court of Queen’s Bench of Alberta Judicial District of Calgary (the “Canadian Court”) pursuant to the *Companies’ Creditors Arrangement Act* (the “CCAA”). The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

BASIS FOR RELIEF

5. On _____, 2003, the Court entered an order (the “Order”) approving procedures (the “Rejection Procedures”) for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

6. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors’ ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit “A”.

7. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Leases and/or Contracts will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the “Effective Date”):

**Title of Lease/Contract:
Effective Date of Rejection:
Parties to the Lease/Contract
and Contact Information:**

8. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100,

Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of such determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.

9. Pursuant to the Order, claims arising out of the rejection of Contracts and Leases must be filed with the Court, or any Court approved claims processing agent, by the later of: (i) the deadline for filing proofs of claims established by this Court or (ii) thirty (30) days after the Effective Date, or the date of the Order of the Court upholding the Debtors' determination to reject the applicable Contract or Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease (the "Rejection Claims Deadline").

10. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of a Contract or Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

CONCLUSION

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Fort Worth, Texas
_____, 2003

HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
(214) 651-5000

By _____

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Ian Peck
State Bar No. 24013306

-and-

Thomas E Lauria
State Bar No. 11998025
Michelle C. Campbell
State Bar No. 24001828
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
(305) 371-2700

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT “B”

- GEORGIA DOME -
Executive Suite License Agreement

DATE: DECEMBER 29, 1998

THIS AGREEMENT is between the **GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY** ("Authority"), whose address is 285 International Boulevard, Atlanta, Georgia 30313-1591, and

SOUTHERN ENERGY INC. ("Licensee").

whose address is 900 ASHWOOD PARKWAY, STE 500
ATLANTA, GA 30338-4780

and whose telephone number is (770) 821-7875

WITNESSETH:

IN CONSIDERATION of the agreements herein contained:

A. **GRANT OF LICENSE.** The Authority hereby grants to Licensee, and the Licensee hereby accepts, a license, subject to the terms and conditions herein set forth, to use the executive suite ("Suite") described herein located in the Stadium operated by the Authority in the City of Atlanta, Georgia, adjacent to the Georgia World Congress Center.

B. **BASIC TERMS.** As used herein, the following terms shall apply to this Agreement:

1. **SUITE.** The Suite shall have the following characteristics:
 - a. This License is for Suite Number B81
 - b. The Suite shall be located on the UPPER Level on the Executive Concourse.
 - c. The Suite shall have the following number of Total Seats: 16
 - d. The Total Seats shall consist of:

Fixed Stadium Seats:	<u>12</u>
Other Seats:	<u>4</u>

2. **TICKET ALLOTMENT.** The Ticket Allotment for the Suite shall be 16

3. **ANNUAL LICENSE FEE.** For each License Year, Licensee shall pay an Annual License Fee which shall be \$ 50,000. The Annual License Fee for the first License Year shall be paid as follows:

RECEIVED (10%) \$5,000 (15%) \$7,500 DUE UPON RECEIPT OF CONTRACT
REMAINING BALANCE OF \$37,500 IS DUE ON MAY 15, 1999

4. **SECURITY DEPOSIT.** Licensee shall pay a Security Deposit. The Security Deposit shall be \$ 50,000. The Security Deposit shall be paid as follows:

DUE ON OCTOBER 15, 1999

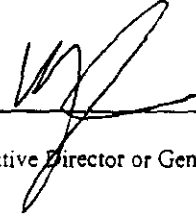
5. **TERM.** The Term of this License begins JULY 1, 1999 (the "Commencement Date") and ends of June 30, 2006 (the "License Expiration Date") and is for SEVEN License Years.

C. **CONFIGURATION OF SUITE.** Schedule 1 to this Agreement governs the manner in which the Suite shall be configured.

- D. **ACCESS, TICKETS AND PARKING.** Schedule 2 to this Agreement governs Licensee's right of access, rights with respect to Tickets, and rights with respect to parking.
- E. **TERM.** Paragraph 3.1 of Schedule 3 to this Agreement governs the Term of this Agreement and the Right of First Refusal.
- F. **PAYMENTS.** Paragraph 3.2 of Schedule 3 of this Agreement governs the payment of the Security Deposit and Annual License Fee.
- G. **OTHER TERMS AND CONDITIONS.** Schedule 4 to this Agreement sets forth other Terms and Conditions applicable to this License Agreement.
- H. **SPECIAL STIPULATIONS.** Schedule 5, if Schedule 5 is attached hereto, contains any modifications of this Agreement or additional agreements between the parties.
- I. **ENTIRE AGREEMENT.** This Agreement, consisting of this basic Agreement and Schedules 1, 2, 3, 4, and (if attached) Schedule 5, constitutes the entire Agreement between the parties. This Agreement supersedes all prior agreements or negotiations concerning the subject matter hereof. No representation, promise or undertaking heretofore or concurrently made shall be binding unless set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by their representatives duly authorized as of the day and year set forth in the margin above.

GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY

BY:  2/3/99
Executive Director or General Manager

LICENSEE:

Licensee F.E.I or S.S. No. _____

SOUTHERN ENERGY, INC.
(Print Name of Licensee)

BY: 

(Print Name and Title)

(NOTE: If this is a Participation License Agreement, then each of the Licensee Participants has signed Exhibit 5.1 to this Agreement. The Licensee Participant who is designated on the face of this Agreement as the Licensee and whose signature appears above is the Lead Participant)

SCHEDULE 1
CONFIGURATION OF THE SUITE

- 1.1 The Suite shall be located on the Level designated in Paragraph B and shall be located in relation to the playing surface in the Stadium as shown on Exhibit 1.1
- 1.2 The Suite shall be configured as it is now exists, including the now existing internal layout of the Suite (including the placement of Fixed Stadium Seats situated as to face the playing surface of the Stadium. Other Seats within the Suite but not necessarily facing the playing surface, and other improvements. Licensee accepts the Suite AS IS.

EXHIBIT 1.1
LOCATION OF SUITE

SUITE NUMBER: 881

SCHEDULE 2
ACCESS, TICKETS, PARKING AND SERVICES

2.1 DEFINITIONS. As used in this Agreement:

- 2.1.1 **"Suite Ticket"** means a Ticket which entitles the holder thereof to admission to the Suite during a Publicly Ticketed Event. No additional Ticket is required of a holder of a Suite Ticket for admission to the Suite during an Event for which the Ticket is issued. However, where the Authority or Event Sponsor determines that such identification or credentialing is required, the Authority or Event Sponsor may require appropriate identification or credentialing of a holder as a condition to admission to the Stadium or to the Executive Concourse or other areas of the Stadium.
- 2.1.2 **"Publicly Ticketed Event"** means any Event held in the Stadium for which reserved seat Tickets are offered for sale by the Authority or by the Event Sponsor to the general public, including Falcons Games (excluding General Admission Events).
- 2.1.3 **"Falcons Game"** means any football game played at the Stadium in which one of the team contestants is the Atlanta Falcons.
- 2.1.4 **"Special Event"** means the following:
- (1) A Publicly Ticketed Event, such as Events staged as part of the Olympic Games, a National Football League Super Bowl, NCAA national championship Event or Event series, a NCAA conference championship Event or Event series, or other Event (of whatever type) which in the good faith judgment of the Authority is of comparable international, national or regional import, for which the Authority, in its good faith judgment, is required to or does make special arrangements with an Event Sponsor concerning use of and access to the Suite in order to obtain a contract for such Event with an Event Sponsor; or
 - (2) An Event, such as a political convention, for which the Authority is required to make special arrangements with an Event Sponsor concerning use of and access to the Suite in order to obtain a contract for such Event with an Event Sponsor, but not including normal trade shows or professional, trade, business or religious conventions, or General Admission Events.
- 2.1.5 **"General Admission Event"** means an Event for which Tickets are generally sold as general admission floor Tickets such as boat shows and other similar public shows for the display or sale of products or services.

2.2 ACCESS.

- 2.2.1 Subject to the provisions of this Agreement, Licensee shall be entitled to access to the Stadium and the exclusive use of the Suite and to the right to authorize the admission of individuals to the Suite. In addition, subject to the provisions of this Agreement, Licensee shall be entitled to access to the Stadium for an Event and the right to exercise Non-Suite Tickets issued under and governed by this Agreement for that Event.
- 2.2.2 No individual shall be entitled to access to the Suite pursuant to this License except as follows:
- (1) Licensee shall be authorized to admit individuals to the Suite for Publicly Ticketed Events, but only if Licensee shall have acquired for each individual to be admitted to the Suite, Suite Tickets in accordance with this Agreement.
 - (2) Licensees shall be entitled to admit individuals to the Suite under this License at such other times for which Licensee shall have obtained the Authority's consent and made special arrangements with the Authority with respect to the time, purpose, and other matters as may be pertinent to the request, including the payment of such charges as the Authority may reasonably impose for services provided in connection with such use.

2.3 TICKETS TO PUBLICLY TICKETED EVENTS.

- 2.3.1 Falcons Games.

- (1) Pre-Season and Regular Season Falcons Games. At no additional cost to the Licensee, the Authority shall, subject to its agreement with the Falcons, provide to Licensee for each pre-season Falcons Game (up to a maximum of two (2) pre-season games) and each regular season Falcons Game (up to a maximum of eight (8) regular season games) Suite Tickets equal to the Ticket Allotment set forth in Paragraph B.
- (2) Post-Season and Additional Falcons Games. Licensee shall have the option to purchase Suite Tickets equal to the Ticket Allotment for the Suite for each Post-Season Falcons Game (but excluding any Super Bowl played in the Stadium in which the Falcons are a participant) and for each pre-season and regular season Falcons Game in excess of the maximum games for which Tickets are provided without additional cost under item (i).

2.3.2 Publicly Ticketed Events Other than Falcons Games.

- (1) Licensee shall have the option to purchase for such Event Suite Tickets equal to the Ticket Allotment for the Suite for all Publicly Ticketed Events other than Falcons Games, except as provided in Paragraph 2.4 relating to Special Events.
- (2) If the Event Sponsor and the Authority determine that the Suite is not located within the sight-lines for any Publicly Ticketed Event, other than a Falcons Game, to which Licensee otherwise has the right to purchase Suite Tickets, as such sight-lines are determined by the Authority and the Event Sponsor, or that the Suite is obstructed for such Event, then Licensee shall have the option to purchase Tickets for such Event for admission to other seats in the Stadium ("Non-Suite Seats") within the sight-lines for the Event equal to the Ticket Allotment for the Suite from a block of such Non-Suite Seat Tickets made available for that purpose. The block of Non-Suite Seat Tickets shall include Non-Suite Seat Tickets in each Ticket price category established by the Event Sponsor. Options to purchase Non-Suite Seat Tickets under this item (ii) shall be made available to Licensee and other licensees of the Authority having similar options prior to any general public sale from such block of Tickets.
- (3) If Licensee purchases Tickets for admission to Non-Suite Seats under item (ii), then the holder of the Non-Suite Ticket shall be entitled to access to the Executive Concourse during the Event and prior to and subsequent to the Event in accordance with special passes issued by the Authority for that purpose and under conditions established by the Authority and Event Sponsor, and, unless the Authority or the Event Sponsor in good faith limit such access for the safe and orderly operation of the Stadium during the Event, such Non-Suite Seat Tickets shall entitle the holders of such Tickets to admission to the Suite during such Event and prior to and subsequent to such Event in accordance with special passes for such purpose issued by the Authority and under conditions established by the Authority or Event Sponsor.

2.3.3 All options to purchase Tickets under this Agreement must be exercised in accordance with the terms and within the time specified by such option at the time the option is announced to Licensee, otherwise, the option shall expire and be of no further force and effect. Any options granted under this Agreement for Non-Suite Seat Tickets may be limited by procedures established by the Authority or the Event Sponsor for determining priority of rights among suite or club seat licensees holding similar options. Except in the case of a Special Event, an option may be exercised for fewer but not greater than the number of total Tickets for which the option is granted.

2.3.4 Suite Tickets and Non-Suite Seat Tickets made available for purchase under this Agreement shall be priced by the Event Sponsor for each seating category and location and may be purchased by Licensee in accordance with the price schedule so established. The Authority shall review the price schedule prior to permitting announcement thereof to Licensee. With respect to Suite Tickets, the Authority shall determine that the prices established by the Event Sponsor are not unreasonable considering the nature of the Event, the range of prices established for other Non-Suite Tickets, and other circumstances. The Authority's determination shall be final and conclusive.

2.3.5 Any Ticket issued by the Authority, the Authority's Ticket concessionaire, an Event Sponsor, the Ticket agent for the Event Sponsor, or any other person, for a Publicly Ticketed Event (including any Special Event), whether Suite Ticket or Non-Suite Ticket, which is acquired by Licensee from, or distributed or made available or issued to Licensee by, any person, either by reason of the rights granted by this Agreement or by reason of the provisions of an Event License related to the

Licensee's acquisition of or the issuance to Licensee of Tickets by reason of Licensee's status as a Licensee of the Authority under this Agreement, is issued under this Agreement and shall be governed by this Agreement.

2.3.6 This Agreement shall not grant Licensee any right to acquire or purchase Suite Tickets or Non-Suite Seat Tickets except as provided in this Agreement. Options to purchase Suite Tickets do not grant the right to purchase Non-Suite Seat Tickets.

2.4 SPECIAL EVENTS.

2.4.1 With respect to any Super Bowl (including any Super Bowl in which the Falcons are a participant) or other Special Event held at the Stadium, to the extent required by the terms of the Authority's agreement with the Event Sponsor for such Special Event:

- (1) The Authority, directly or through the Event Sponsor, may grant to others the exclusive rights of use of and access to the Suite for such Event; or
- (2) The Authority, directly or through the Event Sponsor, may limit the number of persons authorized to obtain admission to the Suite under this License and permit others access to the Suite for such Event (including individuals holding Tickets issued to and distributed by another suite licensee whose right to use its suite has been restricted or reduced during such Event); or
- (3) The Authority may otherwise restrict the rights granted by this License as may be required under the terms of the agreement with the Event Sponsor.

2.4.2 With respect to any Super Bowl and other Special Event which is a Publicly Ticketed Event, (i) if Licensee is required to relinquish use of the Suite, or (ii) if Licensee is not granted an option to purchase Suite Tickets for such Special Event equal to the Ticket Allotment for the Suite, then, to the extent Tickets are made available for such purposes by the Event Sponsor, the Authority shall endeavor to provide or to require the Event Sponsor to provide to the Licensee and other suite licensees similarly situated an option to purchase a number of Non-Suite Seat Tickets equal to any deficiency either for admission to another suite or for admission to a club seat or for admission to another seating area in the Stadium, but the Authority makes no promise that it will be able to provide all or any of the foregoing options. Any Ticket issued by the Authority, the Authority's Ticket concessionaire, the Event Sponsor, the Ticket Agent for an Event Sponsor, or any other person for a Special Event, whether Suite Ticket or Non-Suite Ticket, which is acquired by Licensee from, or distributed or made available or issued to Licensee by, any person, either by reason of the rights granted by this Agreement or by reason of the provisions of an Event License related to Licensee's acquisition of or the issuance to Licensee of Tickets by reason of Licensee's status as a Licensee of the Authority under this Agreement, including any option described in this Agreement, is issued under this Agreement and shall be governed by the terms of this Agreement.

2.4.3 Unless limited or restricted as provided herein, the Licensee shall have the option to acquire Suite Tickets for Special Events which are Publicly Ticketed Events as provided in Paragraph 2.3.

2.4.4 If the Authority grants the right of access to the Suite to others for any Special Event, the Authority shall be responsible for any damage to the Suite or its contents occurring during such use caused by those so admitted.

2.5 PARKING

If this License is a license for a Suite having a Ticket Allotment of 16 or greater, then:

2.5.1 For all pre-season and regular season Falcons Games for which Tickets are provided under Paragraph 2.3.1(i), the Authority shall issue to Licensee, without cost to Licensee, that number of Parking Passes equal to one Parking Pass for each four Suite Tickets of the Ticket Allotment for the Suite which shall permit the holder of the Pass to occupy an automobile parking space in a designated parking deck operated by the Authority adjacent to the Stadium.

2.5.2 For all post-season and additional pre-season and regular season Falcons Games, excluding any Super Bowl in which the Falcons are a participant, the Authority shall issue to Licensee, without cost to Licensee, that number of Parking Passes equal to one Parking Pass for each four Suite Tickets which are purchased for such game under Paragraph 2.3.1(ii) which shall permit the holder of the

Pass to occupy an automobile parking space in a designated parking deck operated by the Authority adjacent to the Stadium.

- 2.5.3 For all other Publicly Ticketed Events, the Licensee shall have the right to purchase for such Event at prices charged to general public for the designated parking deck that number of Parking Passes equal to one Parking Pass for each four Suite Tickets which are purchased for such Event which shall permit the holder of the Pass to occupy an automobile parking space in a designated parking deck operated by the Authority adjacent to the Stadium. This right may be modified or eliminated by the Authority in connection with Special Events.

2.6 ADDITIONAL SERVICES

- 2.6.1 For each Falcons Game, the Authority shall provide access to announcements by the Falcons of statistics to the press box, access to the Stadium public address system, and, to the extent such reception, broadcast or audio transmissions are available at no cost or liability to the Authority and may otherwise be received at the Stadium, access to radio broadcast of the Falcons Game, access to the audio portion of any television broadcast of the Falcons Game, access to all-channel television reception for the Atlanta area, and access to closed circuit broadcast of the Falcons Game. If access to any such reception, broadcast or audio transmission are available to the Authority upon payment of a royalty, license fee, or other charge, and the Authority elects to acquire the right to such access, then the Authority will make such access available to Licensee in accordance with such price schedule as the Authority may establish.
- 2.6.2 For all other Publicly Ticketed Events, the Authority shall provide to the Suite, at no cost to Licensee, access to the Stadium public address or sound system for such Event.
- 2.6.3 The Authority shall provide routine janitorial services for the Suite with respect to each Publicly Ticketed Event without additional charge to the Licensee. The Authority may impose a charge for such services for use by the Licensee of the Suite at other times.
- 2.6.4 The Authority shall provide for each Publicly Ticketed Event, at its expense, water, sewage, electrical and gas utilities as may be supplied to the Suite in accordance with the design thereof and of the Stadium ultimately approved by the Authority. The Authority may make an additional charge for such services for use of the Suite at other times.
- 2.6.5 The Authority shall make available food and beverage service to the Suite incident to Publicly Ticketed Events for which Licensee has obtained Suite Tickets in accordance with such procedures, including scheduling of times for such services, and at such customary prices as the Authority or its concessionaire may establish.
- 2.6.6 The Authority may offer such other special services as the Authority, in its sole discretion, may elect to offer, at such rates and terms established from time to time by the Authority.

2.7 RIGHT TO CONTROL SOUND AND LIGHTING

Where required by an Event Sponsor, the Authority shall have the right to control or prohibit the use of or emission of lighting and sound from any source within the Suite, including television sets and radios.

2.8 EXCLUSIVE SOURCE OF TICKETS

Unless the Authority shall otherwise give notice in advance, the Authority, or its designated Ticket concessionaire, shall be the exclusive source through which Tickets may be acquired by Licensee from the Authority or any Event Sponsor under this Agreement. A Ticket acquired by Licensee from any other source shall not entitle Licensee or the holder of the Ticket, in the case of a Suite Ticket, to access the Stadium or the Suite or in the case of any Ticket to access the Stadium or to exercise any rights under this Agreement. A Ticket issued by the Authority, or by the Authority's Ticket concessionaire, by the Event Sponsor, by the Ticket Agent for the Event Sponsor, or by any other person where the Authority in an Event License permits the Event Sponsor or other person to issue Tickets, whether Suite Ticket or Non-Suite Ticket, including a Ticket for a Special Event, which is acquired by Licensee from, or distributed or made available or issued to Licensee by, any person, either by reason of the rights granted by this Agreement or by reason of the provisions of an Event License related to Licensee's acquisition of or the issuance to Licensee of Tickets by reason of Licensee's status as a Licensee of the Authority under this Agreement, including any option described in this Agreement, is issued under this Agreement and shall be governed by the terms of this Agreement. Neither Licensee nor any holder of a Ticket, including a Ticket for a Special Event, issued under and governed by this Agreement, including any Ticket acquired by Licensee from the

Authority, its designated Ticket concessionaire, an Event Sponsor, or Ticket agent for an Event Sponsor, or any other person, shall be entitled to exercise the Ticket or exercise any rights under this Agreement incident to such Event if such Ticket is acquired by reason of rights granted by this Agreement or by reason of the provisions of an Event License related to Licensee's acquisition of or the issuance to Licensee of Tickets by reason of Licensee's status as a Licensee of the Authority under this Agreement, if at the time of the Event this License has been assigned by Licensee or this License has been suspended or terminated or has expired or Licensee is not in full compliance with the provisions of this Agreement.

SCHEDULE 3

3.1 TERM AND RIGHT OF FIRST REFUSAL.

3.1.1 The period beginning with the Commencement Date and ending the following June 30 shall be the first License Year. Each successive twelve month period beginning July 1 and ending June 30 shall be a License Year.

3.1.2 The License shall expire on the License Expiration Date.

3.1.3 If not in default, Licensee shall have the Right of First Refusal to enter into a new or extended license agreement upon expiration of the License granted by this Agreement at such license fee and upon such other terms and conditions as the Authority may, in its sole discretion, determine, as follows:

In the last License Year before the License Expiration Date, the Authority shall submit to Licensee a proposed license agreement which sets for the license fee and other terms and conditions established by the Authority for the new or extended license to which the Right of First Refusal applies. Licensee shall exercise such Right of First Refusal by executing and returning such agreement to the Authority, together with any deposit or other payment which may be required thereunder, on or before the First Refusal Expiration Date established by the Authority. The First Refusal Expiration Date will be a date not less than 30 days from the day the Authority submits a proposed new or extended license to Licensee. If the Licensee shall not exercise the Right of First Refusal prior to the First Refusal Expiration Date, the Right of First Refusal granted hereby shall terminate and be of no further force and effect.

3.2 SECURITY DEPOSIT AND LICENSE FEE.

3.2.1 The Licensee shall pay to the Authority a Security Deposit in the amount and at the time set forth in Paragraph B of the Agreement. The Authority may condition the Licensee's exercise of the License granted by this Agreement upon payment in full of the Security Deposit in the manner and in the time set forth in Paragraph B. A failure to pay the Security Deposit or any installment thereof when due shall be a Default.

3.2.2 On or before March 31 of the initial and each succeeding License Year, the Licensee shall pay to the Authority the Annual License Fee in advance for the succeeding License Year.

3.2.3 If this License is for a term of more than five License Years (whether originally or by extension or renewal), the Annual License Fee due on March 31 for the sixth (6th) License Year shall be increased by an amount determined by the Authority not to exceed ten percent (10%) of the Annual License Fee set forth in Paragraph B of the Agreement and the Annual License Fee as so increased shall be the Annual License Fee due on March 31 for the sixth (6th) License Year and on March 31 for each succeeding License Year thereafter prior to the License Expiration Date. If the Authority does not increase the Annual License Fee for the sixth License Year, the Authority may increase the Annual License Fee for a succeeding License Year, subject to the limit stated above, and the increased Annual License Fee shall apply to that and each following License Year.

3.2.4 In addition to the Annual License Fee, Licensee shall pay any sales, privilege, rental, use, property or other governmental taxes due on or with respect to the Annual License Fee or on account of the use of the Suite, but the Annual License Fee includes any state or local sales or use taxes which are required by law to be collected with respect to that portion of the Annual License Fee attributable to Tickets to Falcons Games provided by the Authority at no additional cost under Paragraph 2.3.1(i).

3.2.5 A portion of the Annual License Fee is attributable to the purchase price of Tickets to Falcons Games each year during the term which are provided by the Authority at no additional cost under Paragraph 2.3.1(i). The portion of the License Fee allocable to such Tickets shall be established by the amount paid or payable by the Authority to the Falcons for such Tickets under the Falcons Agreement, or by the last amount so paid.

SCHEDULE 4
TERMS AND CONDITIONS

4.1 STADIUM; IMPROVEMENTS AND EQUIPPING OF SUITE

- 4.1.1 The Authority may from time to time during the term of this Agreement improve, alter, expand, enlarge or diminish the Stadium, including the area devoted to the Executive Concourse or any other Common Area. The Authority retains the right, from time to time, to withdraw any part of the Common Areas from common use. The Authority shall operate, manage, fixture, equip, light and manage the Common Areas in such manner as the Authority may from time to time determine.
- 4.1.2 Without the Licensee's consent, the Authority shall not alter the physical layout or configuration of the Suite, unless such work is required by law or by order or rules and regulations of any court or governmental agency, or is required for the safe and orderly operation of the Suite or the Stadium. The Authority may refurbish or improve the decorative elements of the Suite, including but not limited to such matters as paint and finishes and floor or wall coverings.
- 4.1.3 Licensee shall not make any additions, alterations, or improvements to the interior or exterior of the Suite or to the fixtures, furnishings and equipment therein and shall not place or permit to be placed within the Suite any nails, hooks, tacks, screws or other devices into parts of the Suite, or the fixtures, furnishings and equipment placed therein, or tape or otherwise affix anything thereto, without the prior written consent of the Authority.
- 4.1.4 If Licensee proposes that the Authority perform any work to add to, alter, or improve the Suite, and the Authority consents, the Authority may require such work to be performed by the Authority at Licensee's expense. Upon approval by the Authority of the Licensee's proposal, the Authority shall provide to Licensee an estimate of the charge by the Authority for the work. Prior to proceeding with the work, the Authority may require the Licensee to deposit the amount of such estimate with the Authority. When the Authority gives notice to Licensee of the completion of any work by the Authority, the Licensee shall promptly inspect the Suite and give notice to the Authority of any dispute concerning the work within twenty (20) days of notice of completion of the work. In the event of any dispute concerning the work, the matter in dispute shall be submitted to the Authority's designated architectural representative for determination and his certificate with respect thereto shall be conclusive and binding upon the Authority and Licensee. Upon completion of any work by the Authority, the Authority shall submit to Licensee a final invoice for the amount due the Authority. If such final invoice varies from any deposit made by the Licensee with the Authority, then Licensee shall promptly remit any deficiency to the Authority and the Authority shall promptly refund any excess. If Licensee does not timely give notice to the Authority of any dispute concerning the work, Licensee shall be deemed to have acknowledged that the Authority has complied with all of its obligations with respect to the work, except for defects in the Authority's work which are latent at the time the Suite is occupied, and except for such latent defects, shall have accepted the work AS IS.
- 4.1.5 Licensee may supply articles of appointment, such as pictures, plants or insignia of reasonable size and in good taste, as determined solely by the Authority, for placement within the Suite in such manner and in such location as the Authority may in writing consent. Any placement of pictures, plants, or insignia placed within the Suite with the consent of the Authority, shall be made or placed by the Authority. Licensee shall reimburse the Authority for the Authority's reasonable cost, including overhead, incurred by the Authority for such work. In addition, Licensee may place and store in the Suite, flatware, glassware, silverware and similar articles and soft goods for use by Licensee and Licensee's guests. Property placed in the Suite by Licensee is at Licensee's risk except as provided by Paragraph 2.4.4. If Licensee is not permitted to use the Suite in connection with a Special Event, the Authority may require Licensee to remove such items from the Suite.
- 4.1.6 Licensee shall not place in or allow to remain in the Suite any furniture, fixtures, or equipment except as permitted by the Authority in accordance with this Agreement. Licensee shall not place in or allow to remain in the Suite any heating, cooking, or other similar appliances or equipment or audio or visual recording or broadcast device of any kind.

4.2 ACCESS

- 4.2.1 The Licensee's rights under this Agreement, including the right to purchase or acquire any Ticket issued or to be issued (regardless of by whom issued) under or governed by this Agreement, the right to purchase or acquire any Parking Pass, the right to obtain admission to the Stadium to exercise any Ticket issued (regardless of by whom issued) under and governed by this Agreement, and the right to exercise any Parking Pass issued under this Agreement are subject to the conditions precedent of payment by Licensee to the Authority of all sums then due the Authority and upon absence of any failure by Licensee to comply with this Agreement.
- 4.2.2 A Suite Ticket issued to Licensee under and governed by this Agreement shall entitle the individual to whom such Ticket is distributed by Licensee upon presentation of such Ticket to access to the Suite and the Common Areas of the Stadium made available for access by individuals holding Suite Tickets during the Event to which such Ticket relates and during such time prior to and subsequent to the Event as the Authority and the Event Sponsor may establish. The holder of a Suite Ticket shall not be entitled to use such Ticket for access to any other seating areas of the Stadium except in accordance with rules and regulations established by the Authority and the Event Sponsor. A Non-Suite Seat Ticket issued to Licensee under and governed by this Agreement shall entitle the individual to whom such Ticket is distributed by Licensee upon presentation for admission to the Stadium and to the seat or seating category designated thereon during each Event and to such Common Areas of the Stadium as may be made available to Non-Suite Seat Ticket holders.
- 4.2.3 A Parking Pass issued to Licensee under this Agreement shall entitle the individual to whom such Parking Pass is distributed by Licensee upon presentation of such Pass to park a single non-commercial passenger vehicle in the parking deck designated on such Pass or spaces within such parking deck designated on the Pass. The holder of such Pass shall not be entitled to use such Pass for access to any other parking areas of the Authority.
- 4.2.4 The Authority, its officers, agents, employees and representatives shall be entitled to have access to the Suite (and its cabinets and closets) on such occasions and to such extent as the Authority, in its sole discretion, shall deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by the Authority or to be observed by Licensee under this Agreement or under rules and regulations governing the use of the Stadium. For such purposes, the Authority may retain duplicate keys to the Suite and to all cabinets or closets in the Suite and Licensee shall not change such locks or place any additional locks on or otherwise restrict or impede the Authority's access to the Suite or such cabinets or closets.
- 4.2.5 Except as specified in this Agreement, this Agreement does not confer upon Licensee any greater or lesser rights and privileges to admission to the Stadium than those afforded to other holders of Tickets for admission to the Stadium.

4.3 CONDUCT

- 4.3.1 Licensee shall abide by and observe rules and regulations established from time to time by the Authority or by an Event Sponsor, including rules and regulations governing the display of banners or other written matter.
- 4.3.2 The Authority may from time to time adopt, issue, modify, and enforce rules, regulations, and directives with respect to the Stadium and its facilities, including the Suite and other seating areas and Common Areas. Licensee shall at all times comply with such rules, regulations, and directives, maintain proper decorum, comply with all applicable and future laws, ordinances, orders, rules and regulations of all governmental authorities, not suffer or permit the continuation of any use or manner of use of the Suite in violation of this Agreement, not create any nuisance and not take any action which either diminishes hazard insurance coverage for the Stadium or the Suite or increases the premium payable for such insurance.
- 4.3.3 Licensee shall be bound by and observe the terms and conditions upon which Tickets or Parking Passes have been issued by the Authority or the Event Sponsor, including such terms and conditions which may prohibit or restrict any right to resell such Tickets or Passes.
- 4.3.4 Licensee assumes full responsibility for the character, acts and conduct of each individual who holds any Ticket or Parking Pass issued to Licensee or otherwise admitted to the Stadium or to the Suite by or with the consent of the Licensee under this Agreement. Each such individual shall be bound

by this Agreement. For purposes of the Licensee's obligations hereunder, the act of any such person shall be deemed the act of Licensee.

- 4.3.5 Licensee shall not record or transmit or permit to be recorded or transmitted, by radio, telephone, camera, television, motion picture, video tape, sound recording or otherwise, any Event in the Stadium, or any audio or visual reception, broadcast or transmission made available to the Suite unless expressly authorized by the Event Sponsor and the Authority and then only in accordance with and for the purposes set forth in such authorization.
- 4.3.6 Licensee shall not place or permit to be placed or maintained on the exterior surface of any door or wall of the Suite or on any glass surface constituting any part of the Suite any matter, including any signs or lettering, without the Authority's prior written consent. If Licensee violates this provision, then the Authority shall have the right to remove such matter, with all costs of such removal and any necessary restoration to be paid by Licensee as an additional charge.
- 4.3.7 The Authority or Event Sponsor may exclude from the Stadium or Suite or immediately terminate the right of any individual to obtain access to or remain within the Suite or Stadium and remove or cause to be removed such person therefrom if after request such individual refuses to comply with or after a request to desist such individual continues to breach any provision of this Agreement or the individual has engaged in any criminal, violent, or lewd misconduct. Any request and notice of such termination may be oral or written, as may be appropriate in the judgment of the Authority or Event Sponsor, and shall be effective immediately.

4.4 INDEPENDENT OBLIGATION TO PAY

- 4.4.1 Except as otherwise expressly set forth herein, the obligation of the Licensee to pay the Security Deposit, the Annual License Fee, food and beverage concession charges, the price of any Tickets or other sums due the Authority under this Agreement or in connection with the rights and privileges granted hereby, or due to the Authority's concessionaires or any Event Sponsor, are independent of the liabilities or obligations of the Authority under this Agreement. The Licensee shall make all such payments due to the Authority without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against the Authority under this Agreement or otherwise, or any claims against or breach or default by any concessionaire or Event Sponsor. The Licensee shall make all payments due to the Authority's concessionaires or any Event Sponsor without any deductions, offsets or counterclaims against such payments on account of any breach or default by or claim against the Authority under this Agreement. Nothing in this Paragraph shall prevent Licensee from bringing an independent action against the Authority, any concessionaire or Event Sponsor.
- 4.4.2 The Authority shall not be liable for and the Licensee shall not assert any deduction, set off or claim of any nature against the Authority for any act or omission of or any breach or default by any concessionaire or Event Sponsor.
- 4.4.3 Licensee shall be bound by the terms and conditions established by the Authority or the Event Sponsor for cancellation or postponement of the Event. Except as otherwise set forth in this Agreement, the Authority shall have no liability to Licensee on account of any such cancellation or postponement or other failure or deficiency in the conduct of such Event. The Event Sponsor shall have no liability on account thereof except as otherwise provided in the Tickets issued to Licensee pursuant to this Agreement.
- 4.4.4 If (i) any strike or other labor disturbance results in cancellation of any pre-season or regular season Falcons Game for which Tickets are to be provided by the Authority at no additional cost to Licensee under Paragraph 2.3.1(i), or (ii) such game is cancelled by reason of damage to or destruction of the Stadium, or (iii) the Suite is not usable for such game as a result of damage to or destruction of the Suite, then for each such game so cancelled or for which the Suite is not usable, the Authority shall, at its election, either refund or credit against the next Annual License Fee payment due an amount equal to the Ticket Allotment for the Suite times that portion of the Annual License Fee which is attributable to the purchase price of a Suite Ticket to the pre-season or regular season (as the case may be) Falcons Game at the time such cancellation occurred. If such cancellation occurs in the License Year immediately preceding the License Expiration Date, then the Authority shall refund such amount to the Licensee.

- 4.4.5 The Event License is a contract between the Authority and the Event Sponsor. The Licensee is not a party to or a third party beneficiary of the Event License.

4.5 FOOD AND BEVERAGES; CONCESSIONS

- 4.5.1 Licensee shall not bring into the Stadium or into the Suite any food or beverage products, except such products which may be purchased from the Authority or the Authority's concessionaire, and shall not sell, serve, or otherwise dispense or distribute any Concession Products without the prior express written approval of the Authority.
- 4.5.2 The Authority specifically reserves, in addition to all other rights not expressly granted by this Agreement, the exclusive right to exercise or perform or authorize others to exercise or perform, any and all Concessions.

4.6 NORMAL MAINTENANCE AND REPAIRS

- 4.6.1 Within a reasonable period after receipt of notice from Licensee of the need thereof or discovery of the need therefor by the Authority, the Authority shall, at its expense, promptly initiate and complete repairs to the exterior and interior of the Suite and the property of the Authority therein, including electrical, heating, air conditioning, plumbing, pipes and conduit systems located in or serving or affecting the Suite made necessary by normal wear and tear and from other causes, except that caused by the intentional or negligent conduct of Licensee.
- 4.6.2 Licensee shall not mar, deface, or otherwise damage the Suite or the Stadium or its Common Areas. Within a reasonable period after receipt of notice from Licensee of the need therefor or the discovery of the need therefor by the Authority, the Authority shall promptly initiate and complete repairs to the Suite or property of the Authority therein, or to the Stadium or its Common Areas, intentionally or negligently caused by Licensee. The Licensee shall pay to the Authority upon invoice the Authority's costs, including overhead, incurred by the Authority for such repairs.
- 4.6.3 The Authority's responsibility to provide normal repair and maintenance of the interior of the Stadium or the Suite does not extend to property brought placed therein by or for Licensee, except as provided in Paragraph 2.4.4.

4.7 INDEMNITY

- 4.7.1 Licensee hereby releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Authority, its members, officers, agents and employees, of and from any and all claims, demands, liabilities, costs or expenses for any loss (through theft or otherwise) of or damage, caused by, growing out of, or happening in connection with the use and enjoyment of the Stadium or Suite by the Licensee, or by any person admitted by Licensee to the Suite or the Stadium, under this Agreement (i) to property of the Licensee or of any person so admitted regardless of whether such loss or damage was caused by the act or omission, negligence or otherwise, of the Authority, its officers, employees or concessionaires, and (ii) to property of the Authority or of any other person to the extent such loss is the result of any wrongful or negligent act or omission of the Licensee. Notwithstanding the foregoing, nothing herein shall apply to any loss caused by the willful or wanton misconduct of any officer or employee or concessionaire taken pursuant to official policy of the Authority and nothing herein shall bar any action against any officer or employee or concessionaire of the Authority on account of the willful or wanton misconduct of the officer or employee or concessionaire.
- 4.7.2 Licensee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Authority and its officers and employees of and from any and all claims, demands, liabilities, costs and expenses for any injury to persons, including death, caused by, growing out of, or happening in connection with the use and enjoyment of the Stadium or Suite by the Licensee, or by any person admitted by Licensee to the Stadium or the Suite, under this Agreement which injury is suffered by any person in whole or in part as a result of the wrongful or negligent act or omission of the Licensee or of any person admitted by Licensee under this Agreement regardless of whether any act or omission of the Authority, its officers, employees or concessionaires contributed to or aggravated such injury. Notwithstanding the foregoing, nothing herein shall apply to any injury caused by the willful or wanton misconduct of any officer or employee or concessionaire taken pursuant to official policy of the Authority and nothing herein shall bar any action against any officer or employee on account of the willful or wanton misconduct of the officer or employee or concessionaire.

- 4.7.3 Any insurance acquired by Licensee for the protection of the contents of the Suite belonging to Licensee or for protection against liability shall provide that the insurer waives any right of subrogation against the Authority with respect to any loss thereunder.

4.8 DAMAGE OR DESTRUCTION

- 4.8.1 If all or any part of the Stadium or of the Suite shall be damaged or destroyed by fire or other casualty, this Agreement shall continue in full force and effect, unless terminated as herein provided, and the Authority shall repair, restore or rebuild the Stadium or the Suite, as the case may be, to their condition at the time of the occurrence of the loss.
- 4.8.2 The Authority shall not be obligated to commence such repair, restoration or rebuilding until insurance proceeds are received by the Authority and the Authority's obligation hereunder shall be limited to the net proceeds actually received by the Authority under any insurance policy or policies, if any.
- 4.8.3 Damage or destruction to the Stadium or the Suite shall not allow Licensee to terminate this Agreement and shall not affect Licensee's liability for payment of Annual License Fees or other charges or the performance of any other obligation of Licensee except as may be specifically provided in this License.
- 4.8.4 The Authority, at its option, may by notice to Licensee terminate this License effective thirty (30) days after the date of such notice to Licensee if all or any part of the Stadium is so damaged (whether or not the Suite is damaged) to such an extent that in the sole judgment of the Authority, the Stadium (or the part thereof in which the Suite is located) or the Suite cannot be economically restored or the proceeds of the Authority's insurance are not sufficient to permit restoration of the Stadium (or part thereof in which the Suite is located) or Suite. If the Authority terminates, then promptly after the License Year in which the termination is occurs, the Authority shall refund any payment of the Annual License Year for a succeeding License Year and any unapplied balance of the Security Deposit.
- 4.8.5 The Licensee may, at its option, terminate this Agreement if the Stadium or Suite is so damaged that the exercise by the Licensee of the License granted by this Agreement, including access to and use of the Suite, is substantially and materially impaired and the Stadium or Suite is not repaired or restored so as to permit enjoyment by Licensee of the License granted hereby within 180 days after the date of such damage or destruction. If Licensee terminates, then promptly after the end of the License Year in which the termination occurs, the Authority shall refund any payment of the Annual License Year for a succeeding License Year and any unapplied balance of the Security Deposit.
- 4.8.6 Except as set forth in this Agreement, the Authority shall not be liable for any damages or subject to any diminution of the fees or other sums to which it is entitled to hereunder by reason or occasioned by damage or destruction of the Stadium or the Suite, or by failure to keep the Stadium or the Suite or the fixtures or equipment therein in repair, or by reason of any failure in plumbing, gas, water, steam, heating, air conditioning or electrical equipment or services, or the failure of or damage to or water being upon or coming through the roof, ceilings, walls, floors of the Stadium, the Suite, or the Common Areas.

4.9 DEFAULT; SECURITY DEPOSIT

- 4.9.1 Any one or more of the following events shall constitute a "Default":
- (1) if Licensee shall fail to pay in full or any permitted installment of the Security Deposit or Annual License Fee, or other sums due to the Authority, any concessionaire of the Authority, or any Event Sponsor when the same shall become due and payable and such failure shall continue for ten (10) days after written notice to Licensee; or
 - (2) if Licensee shall fail to comply with any term or condition of this Agreement (other than as set forth in item (i) of this paragraph) and such failure shall continue for thirty (30) days after written notice to Licensee; or
 - (3) if Licensee shall be given three (3) notices under items (i) or (ii) of this paragraph within any consecutive twelve (12) month period, notwithstanding any subsequent cure of the failure to comply as identified in such notices; or
 - (4) if any other event which this Agreement describes as a Default occurs.

4.9.2 Should a Default occur under this License, the Authority may pursue any or all of the following remedies:

- (1) In the event of Default, the Authority may, by notice to Licensee, but without the necessity of any further proceedings, suspend the rights of the Licensee under this Agreement. During the suspension and the continuance of the Default, among other things, Licensee may not obtain access to the Stadium under this Agreement; obtain access to or use the Suite; purchase any Ticket issued or which would be issued under and governed by this Agreement, regardless of the issuer of the Ticket; exercise any Ticket, whether Suite Ticket or Non-Suite Ticket, issued or to be issued under and governed by this Agreement, including any Ticket obtained in connection with a Special Event, regardless of the issuer of the Ticket; or exercise any Parking Pass. The Authority may enforce such prohibitions.
- (2) The Authority may, by notice to Licensee, but without the necessity of any further proceedings, declare the License granted hereby terminated. If the License is terminated, the Authority may exclude Licensee from access to the Stadium or to the Suite under this Agreement. If the License is terminated, Licensee may not exercise any right under this Agreement, including the right to obtain access to the Stadium under this Agreement; the right to obtain access to or use the Suite; the right to acquire any Ticket issued or to be issued under and governed by this Agreement, regardless of the issuer of the Ticket; the right to exercise any Ticket, whether Suite Ticket or Non-Suite Ticket, issued under and governed by this Agreement, including any Ticket obtained in connection with a Special Event, regardless of the issuer of the Ticket; or the right to obtain or exercise any Parking Pass. The Authority may enforce such prohibitions.
- (3) Notwithstanding suspension or termination, the Licensee shall remain liable for all obligations theretofore incurred or otherwise arising during the balance of the term of the License granted hereby prior to the License Expiration Date as if the License granted hereby had remained in full force and effect.
- (4) Following suspension or termination, the Authority may at its sole option and without notice to Licensee temporarily license others to use the Suite for any Event or series of Events for such fee and upon such other terms as the Authority may determine. Any temporary license fees received by the Authority for such temporary licenses, exclusive of the cost of any Tickets included therein, shall be credited against Annual License Fees due the Authority by Licensee.

If the Licensee's rights are suspended or this License is terminated, Licensee shall without further demand by the Authority surrender to the Authority all Tickets, whether Suite Tickets or Non-Suite Tickets, to be issued or issued under and governed by this Agreement, regardless of the issuer of the Ticket, including any Ticket for a Special Event, for any Event occurring after such suspension or termination. If the Licensee does not do so, the Authority may cancel (or direct the Event Sponsor or other issuer to cancel) such Tickets. If such Tickets have not been issued, the Authority may withhold or direct the Event Sponsor or other issuer to withhold the issuance or delivery of such Tickets. If necessary, the Authority may reissue (or direct the Event Sponsor or other issuer to reissue) such Tickets to another to permit the other to exercise such Tickets.

- (5) Should the License granted by this Agreement be terminated, the Authority may, without notice to Licensee, relicense the Suite for such license fees, for such period and upon such terms as the Authority may determine in its sole discretion.

If the aggregate Annual License Fee payments which shall become due under this Agreement from the date of such relicense prior to the License Expiration Date, together with any damages, costs, fees and expenses indicated below, shall not be realized by the Authority upon such relicense, the Licensee shall be liable for the deficiency.

The Licensee shall be liable for all damages sustained by the Authority incident to relicensing, including the costs or expenses of such alterations, repairs and replacements in the Suite as the Authority, in its sole judgment, considers advisable and necessary for the purpose of relicensing the Suite.

Without regard to whether the Authority undertakes to relicense, the Authority shall be entitled to recover from Licensee any Annual License Fee payments due the Authority under this Agreement which accrue prior to any such relicensing and shall, in addition, be entitled to

recover any deficiency as set forth above upon relicensing which shall be calculated at the time of the relicense.

The Authority shall not be liable on account of the failure to relicense the Suite, or if the Suite is relicensed, for failure to collect the rent under such relicensing.

- (vi) In no event shall Licensee be entitled to receive any excess of the license or temporary license fees payable upon relicensing or the granting of any temporary license over the fees payable by Licensee to the Authority hereunder.
- (vii) The Authority's exercise of its rights or remedies under this Agreement or as provided by law and the Authority's relicensing or efforts to relicense the Suite, including the granting of temporary licenses or the making of such alterations, repairs and replacements as the Authority deems appropriate, shall not operate or be construed to release Licensee from liability hereunder.

4.9.3 Regardless of whether a Default has occurred or the License has been suspended or terminated, the Authority shall be entitled to reasonable attorneys' fees incurred for the enforcement of this Agreement, the collection of any sums due to the Authority hereunder, and, if the Authority prevails in such action, the defense of any action brought by Licensee arising out of or in connection with this Agreement.

4.9.4 The Security Deposit together with any interest thereon heretofore received by the Authority may be deposited by the Authority with its independent funds and shall be debited or paid to Licensee as follows:

- (1) If any amount payable by Licensee to the Authority under this Agreement or in connection with the exercise by Licensee of any rights or privileges under this Agreement is not promptly paid when due, then the Authority may apply the Security Deposit to the payment of such amount.
- (2) In addition, in its sole discretion, the Authority may apply all or any portion of the Security Deposit to the payment of any amount due by Licensee to any concessionaire or Event Sponsor.
- (3) Application of the Security Deposit by the Authority shall not cure a pre-existing Default (including the Default resulting in the currently in force suspension or termination) or supersede any exercise of any remedy theretofore or thereafter taken by the Authority on account of such Default, including suspension or termination of the License. Where cure of a Default is permitted by the terms of this Agreement or by the Authority otherwise, the Default shall not be deemed cured unless the Security Deposit is fully replenished by Licensee to its original sum and all other sums due the Authority have been paid in full.
- (4) The unapplied amount of the Security Deposit, without interest, consisting of the original amount of the Security Deposit less any debits by the Authority permitted under this Agreement, shall be returned to Licensee promptly after the License Expiration Date, or if this Agreement permits Licensee to earlier terminate this Agreement, promptly after the end of the License Year in which the termination occurs.

4.9.5 The remedies provided for in this Paragraph 4.9 are cumulative of the rights and remedies otherwise available to the Authority.

4.10 SCOPE OF LICENSE

4.10.1 This Agreement provides Licensee with a license, in accordance with this Agreement, to obtain access to the Stadium, to obtain access to the Suite, and to exercise Tickets issued under and governed by this Agreement, and to exercise Parking Passes issued under this Agreement. This Agreement confers only a license and does not confer upon Licensee any right, title, estate or interest in the Stadium, the Suite, or the furniture, fixtures or equipment of the Authority located therein.

4.10.2 The Authority specifically reserves the right, to be exercised according to its sole and absolute discretion, to use and permit by any form of instrument, others access to the Stadium and to use all areas and facilities of the Stadium other than the Suite and to permit others to use the Suite to the extent such use is permitted by this Agreement.

4.10.3 Common Areas shall be subject to the exclusive control and management of the Authority.

4.11 MISCELLANEOUS

4.11.1 Upon the License Expiration Date, or upon the earlier termination of the License, Licensee shall surrender the Suite to the Authority in the condition in which it was originally delivered to Licensee, except for normal wear and tear or damage caused by any casualty or force beyond the control of Licensee, and deliver to the Authority all keys to the Suite and any cabinets or closets therein. Prior to the License Expiration Date, or the earlier termination of the License, Licensee shall remove from the Suite all property of Licensee placed therein. Any property not so removed shall be deemed abandoned and may be disposed of by the Authority accordingly. The Authority shall have no duty to account for such property or the proceeds of any disposition of such property.

Upon the License Expiration Date or upon the earlier termination of the License granted by this Agreement, Licensee's rights under this Agreement to obtain access to the Stadium, to the Suite, or to the areas made available to suite licensees, shall cease. Upon the License Expiration Date or upon the earlier termination of the License granted by this Agreement, Licensee shall surrender to the Authority all Tickets, whether Suite Tickets or Non-Suite Tickets, obtained by Licensee which are Tickets issued under and governed by this Agreement, regardless of the issuer of the Tickets, including any Ticket for a Special Event, for any Event occurring after such License Expiration Date or any earlier termination of the License. If Licensee does not do so, the Authority may cancel (or direct the Event Sponsor or other issuer to cancel) such Tickets. If such Tickets have not been issued, the Authority may withhold (or direct the Event Sponsor or other issuer to withhold) the issuance or delivery of such Tickets. Licensee shall simultaneously surrender any Parking Passes. In no event shall Licensee be entitled to exercise any such Ticket or Parking Pass.

4.11.2 Except as set forth in this Agreement, this License is non-exclusive.

4.11.3 The Licensee shall not sell, assign, sublicense, pledge or otherwise encumber this Agreement or any of the Licensee's rights or obligations under this Agreement without the prior written consent of the Authority. Any attempted sale, assignment, sublicense, pledge, transfer or encumbrance without such consent shall be null and void and upon demand by the Authority shall be formally rescinded. This provision shall not prevent Licensee from permitting access to the Suite or to the Stadium by holders of a Ticket, whether Suite Ticket or Non-Suite Ticket, obtained by Licensee which is issued under and governed by this Agreement, regardless of the issuer of the Ticket, including a Ticket for a Special Event, but the holder may not exercise the Ticket if under the terms of this Agreement Licensee may not exercise such Ticket. If the Authority consents to an assignment of this Agreement, Licensee shall surrender to the Authority, or if the Authority permits, to the assignee, all Tickets, whether Suite Tickets or Non-Suite Tickets, obtained by Licensee which are issued under and governed by this Agreement, regardless of the issuer of the Tickets, including any Tickets for a Special Event, for any Event occurring after the Authority's consent. If Licensee does not do so, the Authority may cancel (or direct the Event Sponsor or other issuer to cancel) the Tickets and reissue (or direct the reissue) of such Tickets to the assignee. If such Tickets have not been issued, the Authority may issue (or direct the Event Sponsor or other issuer to issue) such Tickets only to the assignee. Simultaneously, Licensee shall surrender all Parking Passes to the assignee.

4.11.4 The Authority may mortgage, pledge, assign, or convey a security title or security interest in, or otherwise encumber the Suite and this Agreement as security for financing the construction and operation of the Stadium or Suites or for other purposes of the Authority. In such event, this Agreement and the rights and interest of Licensee hereunder shall be subordinate thereto. Notwithstanding the foregoing, if the Licensee shall attain to any such mortgagee, pledgee, assignee, grantee, creditor or lienholder in the event of the foreclosure or enforcement of such encumbrance then if Licensee is not then in Default in the performance of Licensee's obligation under this Agreement, the rights of Licensee under this Agreement shall not be impaired.

4.11.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements between the parties relating to the subject matter hereof. No prior or contemporaneous agreements, promises, or representations of any kind, whether oral or written, shall be binding upon either party unless expressly set forth herein.

4.11.6 This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

- 4.11.7 No amendment or modification to this Agreement shall be effective unless in writing and signed by both the Authority and the Licensee. In the case of the Authority, no person acting or purporting to act has authority to agree to any such amendment or modification or to waive any requirement hereof except the Executive Director or other officer designated by the bylaws of the Authority who may exercise any such authority only in writing.
- 4.11.8 No waiver by the Authority of any failure by Licensee to perform Licensee's obligations under this Agreement shall be construed to be a waiver or release of any other or subsequent failure by Licensee under this Agreement. No failure or delay by the Authority in the exercise of any remedy available to the Authority on account of a breach or Default shall be construed to constitute a forfeiture or waiver of any remedy available to the Authority during the continuance of such breach or Default.
- 4.11.9 All improvements made by the Authority to the Suite, including all walls, wall coverings, floor coverings, ceilings, lighting or electrical fixtures, fixtures such as cabinets or closets, furniture, equipment or inventory placed therein or affixed thereto by the Authority shall be and remain the sole property of the Authority. No property of the Authority may be altered or removed from the Suite by the Licensee at any time.
- 4.11.10 Any notice required or permitted hereunder shall be in writing and shall be delivered personally or by first class mail, postage prepaid, addressed to the intended recipient at the address stated on the first page of this Agreement, or to such other address of which notice has been given in accordance with this Agreement. This Paragraph shall not apply to Paragraph 4.3.7.

4.12 DEFINITIONS. As used in this Agreement:

- 4.12.1 "Atlanta Falcons" means the Atlanta Falcons but, in the event the Falcons Team Agreement is terminated, shall also include the NFL professional football team with which the Authority has entered into a Team Agreement.
- 4.12.2 "Common Areas" means all areas of the Stadium made available for common use, including the concourses through which access to the Suite is provided and all other common areas and common facilities made available for common use by the Authority in or about the Stadium, including all areas, space, water, other facilities, equipment, signs and special services from time to time made available by the Authority for the common use of the Authority, some or all licensees or occupants of the Stadium, and the employees, agents, subtenants, concessionaires, customers and invitees of the Authority.
- 4.12.3 "Concession" means the right to conduct activities within the Stadium concerning Concession Products, Concession Services or Concession Rights.
- 4.12.4 "Concession Products" means all goods of all kinds, including Tickets, food, refreshments, alcoholic beverages, tobacco products, programs, candies, vending machines, souvenirs, sundries, and audio or visual recordings of any nature.
- 4.12.5 "Concession Rights" means the right to conduct commercial activity of any kind within the Stadium, including the rights to post, distribute, display, conduct or communicate any commercial advertising, the right to post, distribute, or display any written or graphic matter, and the right to solicit contributions for any purpose, which are directed toward those admitted to the Stadium other than activities of Licensee directed toward those admitted to the Suite by Licensee.
- 4.12.6 "Concession Services" means services within the Stadium of all kinds, including all preparation and dispensing, by gift, sale, or otherwise, of food and beverages, including bartending, nursing services and security services.
- 4.12.7 "Concessionaire" means any person to whom the Authority grants the right to conduct any Concession.
- 4.12.8 "Event" is an athletic, cultural, entertainment, social, educational, political, trade, convention, or business event staged in the Stadium.
- 4.12.9 "Event Licensee" is the agreement between the Authority and an Event Sponsor permitting the Event Sponsor to stage an Event in the Stadium. The Event License is a contract between the Authority and the Event Sponsor. Licensee is not a party to or a third party beneficiary of the Event License.

- 4.12.10 "Event Sponsor" means the person to whom the Authority has granted the right to conduct an Event within the Stadium, including with respect to Falcons Games, the Atlanta Falcons, except that where such Event is exclusively and directly sponsored by the Authority, the Authority shall be the Event Sponsor.
- 4.12.11 "NFL" means the National Football League or any successor organization thereto.
- 4.12.12 "Non-Suite Seat Ticket" means a Ticket for admission to the seating area or seat designated thereon which is not within the Suite, which may or may not include a seat in another suite.
- 4.12.13 "Parking Pass" means ticket, pass, card or other device which the Authority may adopt to establish evidence of a license, upon presentation of the Pass and in accordance with this Agreement and terms and conditions of the Pass, to use a parking space within a designated parking deck and, if such space is designated, a designated space within that deck for the purpose of parking a non-commercial passenger vehicle. The exercise of such license shall not constitute a bailment and the Authority shall not be deemed to have custody of the vehicle parked pursuant to such license or the contents thereof.
- 4.12.14 "Suite" includes the interior surfaces of the ceilings, floors and walls of the Suite, including glass partitions and all furniture, fixtures and equipment placed by the Authority therein, and keys to the Suite and any cabinets or closets therein.
- 4.12.15 "Team Agreement" means an agreement between the Authority and the Atlanta Falcons which, among other things, permits the Falcons to play pre-season and regular season home games in the Stadium.
- 4.12.16 "Ticket" means a ticket, pass, card or other device which the Authority or an Event Sponsor, with approval of the Authority, may adopt to establish evidence of a license for admission to an Event, upon presentation and in accordance with this Agreement and the terms and conditions of the Ticket and shall be either a Suite Ticket or Non-Suite Seat Ticket. A Ticket is a contract between Licensee and the Event Sponsor, not the Authority, unless the Authority is the Event Sponsor.

4.13 FORCE MAJEURE

The Authority shall be excused from the performance of any obligation of the Authority hereunder during and for so long as the Authority's performance is prevented by Acts of God, weather conditions, war or other national emergency, any civil disturbance, strikes or labor disputes against the Authority or its contractors, unavailability of materials or labor to the Authority or its contractors, or shortages of materials or labor or transportation facilities, or the orders or directives of any court of government agency.

4.14 SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof or the enforceability of any provision determined unenforceable under other circumstances to which such determination does not apply. Notwithstanding the foregoing, the Authority may at its option terminate this Agreement if any provision relating to the payment of any sums due the Authority hereunder is determined to be invalid or unenforceable.

AMENDMENT TO EXECUTIVE SUITE LICENSE AGREEMENT

THIS AMENDMENT to Executive Suite License Agreement is made effective as of July 1, 2000, by and between the Geo. L. Smith II Georgia World Congress Center Authority (the "Authority") and Southern Energy, Inc. (92546) (the "Licensee").

WITNESSETH:

The Authority and Licensee mutually agree as follows:

1. **CURRENT LICENSE AGREEMENT.** The Authority and Licensee are parties to an Executive Suite License Agreement ("License Agreement").

- a. Current License Expiration Date: June 30, 2006
- b. Executive Suite Location: B81
- c. Annual License Fee: \$50,000.00

2. **EXTENSION OF TERM.** The Authority and Licensee agree that the term of the License Agreement is extended and current License Expiration Date are extended to and including the License Year ending June 30, 2011

3. **FIXING OF LICENSE FEE.** Notwithstanding any other provision of the License Agreement, the Annual License Fee due under the License Agreement for each License Year shall remain fixed at the amount set forth in Paragraph 1, item c, above for each License Year during the term of the License Agreement as such term is extended by this Amendment.

4. **NO OTHER CHANGES.** Except as expressly set forth in this Amendment, the License Agreement shall remain in force and effect.

5. **EFFICACY.** This Amendment shall not be effective until signed by the Licensee and by the Authority. If the License Agreement is a participation license agreement, this Amendment shall not be effective until each current licensee participant shall sign this Amendment. Upon signing of this Amendment by all parties required to sign, the Amendment shall become effective as of July 1, 2000.

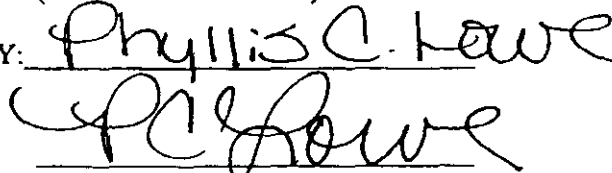
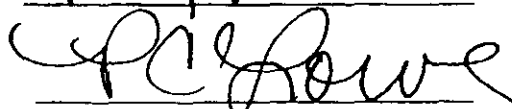
AUTHORITY:

Geo. L. Smith II Georgia
World Congress Center Authority

BY:  4/13/00
(General Manager-Georgia Dome)

LICENSEE:

Southern Energy, Inc. (92546)
(Print Name of Licensee)

BY: 

(Mr. Kirby Johnston)

Note II: If this is a participation license, each current participant must sign on the attached page.

**GEORGIA DOME
Executive Suite License Agreement
EVENT LICENSE**

DATE: December 14, 1998

THIS AGREEMENT is between the GEO L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY ("Authority"), 285 International Boulevard, Atlanta, Georgia 30313-591, and

Kirby Johnston, Southern Energy

("Licensee"), whose address is 900 Ashwood Parkway #500, Atlanta, GA 30338
and whose telephone number is (ph) 770.821.7875 (f) 770.379.7727

WITNESSETH:

IN CONSIDERATION of the agreements herein contained:

A. **GRANT OF LICENSE.** The Authority hereby grants to Licensee, and the Licensee hereby accepts, a license, subject to the terms and conditions herein set forth, to use the executive suite ("Suite") described herein located in the Stadium operated by the Authority in the city of Atlanta, Georgia, adjacent to the Georgia World Congress Center.

B. **BASIC TERMS.** As used herein, the following terms shall apply to this Agreement:

1. Suite. This License is for Suite number B48

2. Ticket Allotment. The Ticket Allotment for the Suite shall be 16

3. License Fee: Base Fee: \$6,000 ~~includes in base fee~~

Ticket Price: \$ Included

Subtotal: \$ 6,000

Sales Tax: \$ N/A

Total License Fee: \$ 6,000

4. Event License. This License grants the right to use the Suite only for the following Event on the date indicate

EVENT: Falcons Playoffs DATE: To Be Confirmed

C. **PARKING.** The Authority will issue to Licensee 4 Parking Passes for the Event.

D. **OTHER TERMS AND CONDITIONS.** The reverse side of this Agreement sets forth Terms and Conditions applicable to this License Agreement.

E. **SPECIAL STIPULATIONS.** Schedule A, if Schedule A is attached hereto, contains any modifications of this Agreement or additional agreements between the parties.

F. **ENTIRE AGREEMENT.** This Agreement, consisting of this basic Agreement and the Terms and Conditions on the reverse side, and (if attached) Schedule A, constitutes the entire Agreement between the parties. This Agreement supersedes all prior agreements or negotiations concerning the subject matter hereof. No representation, promise or undertaking heretofore or concurrently made shall be binding unless set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by their representatives duly authorized as of the day and year set forth in the margin above.

LICENSEE:

Kirby Johnston
(Print Name of Licensee)

BY: Kirby Johnston / Event Marketing Mgr

Southern Energy Inc.
(Print Name and Title)

AUTHORITY:

GEO L. SMITH II
GEORGIA WORLD CONGRESS CENTER AUTHORITY

BY: _____
General Manager, Georgia Dome