

Abbreviated Term Sheet¹
July 24, 2015
Soccer Facility-Memorial Drive
(Our File No. 01-1692)

Basics of Transaction

Land to be used is unused County-owned property adjacent to the jail, juvenile court, Bobbie Burgess building, and the former Recorders Court.

Phase 1 – 30 acres – Atlanta United (“Arthur Blank”) to build 15,000- 20,000 square foot corporate headquarters for Atlanta’s major league soccer team, 3 outdoor practice fields, and a 3,500 seat outdoor stadium, including the County’s parks department offices of approximately 6,000 square feet to be located in the outdoor stadium (the “Soccer Complex”).

Phase 2- 11 acres – If needed, the land will be used to build additional fields, and perhaps an indoor training facility.

Structure

County enters into a long term ground lease of approximately 40 acres with the Development Authority of DeKalb County (“Decide DeKalb”). Decide DeKalb enters into a Management and Operating Agreement with Arthur Blank for 20 years with two 5 year automatic renewals. At the end of the 30 year ground lease, the 40 acres, the buildings, fields, and stadium and any other improvements on the 40 acres revert to ownership of the County at no cost.

County contribution

Total cost of land preparation/demolition of 40 acres, estimated at between 3 and 5 million dollars.

7 million dollars paid to Arthur Blank over 3 years beginning on date the County’s parks department occupies its new offices as annual Facility Use Payments for the County’s use of the

¹ This abbreviated term sheet is designed to give the County’ elected officials a brief overview of the transaction, but in the event any provision of this abbreviated term sheet conflicts with the Memorandum of Understanding or the Definitive Documents executed by the Parties, the terms in the Memorandum of Understanding and the Definitive Documents control. This abbreviated term sheet is not binding on any party.

Abbreviated Term Sheet

July 24, 2015

Page 2 of 2

fields, the stadium and its new parks department offices. Annual payment will be 2.33 million dollars for first 3 years and then \$10.00 per year for the remainder of the ground lease.

County acknowledges that no property taxes are to be paid by Arthur Blank for the life of the ground lease because it is a usufruct and agrees to waive all permitting fees for the Soccer Complex.

County agrees to seek funding for pedestrian improvements from the Soccer Complex to the Kensington MARTA Station.

County agrees to demolish the current animal shelter by 12-31-2016 and allow Arthur Blank the right to consult on other compatible uses, if County develops land.

County agrees to fund its share of maintenance and Capital Repairs for its parks department offices during the term of the ground lease.

County agrees to seek designation of the area which includes the Soccer Complex as a State Opportunity Zone.

County agrees to allow Arthur Blank and the public limited use of the Juvenile Justice Center parking lot on a first come first served basis.

County agrees to seek Board of Education participation in the Kensington TAD.

Arthur Blank contribution

Construction of corporate headquarters, 3,500 seat stadium, parks department offices, and 3 soccer fields, at its sole cost, with some design input from the County and Decide DeKalb. Arthur Blank agrees not to relocate during the term of the ground lease, so long as County and Decide DeKalb are not in default.

Arthur Blank to fund its share of Capital Repairs and Improvements to the Soccer Complex during the term of the ground lease.

Arthur Blank agrees to pay the County 15% of net revenues received by Arthur Blank for naming rights and branded events held at the Soccer Complex.

Arthur Blank agrees to allow the County to use the fields and the stadium at no charge other than the Facility Use Payments, on a mutually agreeable basis, when not in use by Atlanta's major league soccer team.

Arthur Blank agrees to use commercially reasonable efforts to hire DeKalb residents for at least 10% of construction, maintenance and operation jobs.

Decide DeKalb

Bidding and overseeing the land preparation/demolition process

Receiving 15% net revenues for naming rights and passing it through to the County

Collaborative design review of construction of the Soccer Complex.

Establishing necessary capital repair accounts for County and Arthur Blank and ensuring funding of such accounts, as necessary and allowed by law.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is made and entered into as of the ___ day of _____, 2015 by and among DeKalb County, Georgia (the “**County**”), Development Authority of DeKalb County, d/b/a Decide DeKalb (“**Decide DeKalb**”) and Atlanta Professional FC, LLC, (“**Atlanta United**”). The County, Decide DeKalb and Atlanta United are sometimes referred to herein, each individually as a “**Party**” and collectively, as the “**Parties**”).

Background

Major League Soccer, LLC (“**MLS**”) has granted Atlanta United a franchise to operate a soccer team in the MLS soccer league to be known as Atlanta United FC (the “**Team**”). Atlanta United, Decide DeKalb and the County have had preliminary discussions regarding the financing, construction and development of a new headquarters building, stadium and practice fields for use by the Team (the “**Headquarters and Soccer Complex**” or the “**Project**”) for the Team in two phases on an approximately 41 acre parcel (the “**Land**”) to be located in DeKalb County. Phase 1 consists of a parcel of approximately 30 acres (“**Phase 1 Land**”) and Phase 2 consists of a parcel of approximately 11 acres (“**Phase 2 Land**”).

The Parties understand that operations at the Project are expected to start in January 2017 and currently project that employment will start with 83 people with a total annual payroll of approximately \$17 million potentially growing to approximately 123 people by 2018 with a total annual payroll of approximately \$19.2 million. Average salaries are projected to be \$150,000 per year. The Project is to serve as the corporate home to the Team, the 22nd Major League Soccer Franchise owned by Atlanta United, an affiliate of Mr. Arthur M. Blank. The Project will be managed and operated by Atlanta United or an affiliate thereof (“**Operator**”).

The County, Decide DeKalb and Atlanta United now wish to memorialize their present intentions regarding the leasing of real property of the County to Decide DeKalb and the location, financing, construction and development of the Project. The following Sections 1 through 6 reflect only the Parties’ present understanding of the matters discussed herein and do not constitute a complete statement nor establish a legally binding or enforceable agreement on the part of the County, Decide DeKalb or Atlanta United, nor do they impose on any party an enforceable duty or obligation to negotiate toward or conclude any such agreement or commitment. Additionally, the terms set forth below are subject, in all respects, to the formal approval of the Interim Chief Executive Officer of DeKalb County and the DeKalb County Board of Commissioners. The matters discussed in Sections 1 through 6 will only become binding if and when a definitive agreements, have been negotiated and executed by the Parties, including such agreements as contemplated herein or as otherwise determined necessary or appropriate by the Parties. Sections 7 through 11 shall be binding on the Parties.

1. Project Description; Financing.

(a) The Parties anticipate that the Project will be developed in two (2) phases generally described as follows:

(i) Phase 1 to consist of the development, construction and installation of the following minimum elements: (i) a 2-story building consisting of 15,000-20,000 square feet to be used exclusively by Atlanta United for team offices and other purposes, (ii) three grass soccer fields, (iii) an approximately 3,500 seat multipurpose outdoor stadium containing not fewer than 6,000 square feet of office space for the exclusive use of the DeKalb County Parks and Recreation Department and (iv) associated surface parking spaces and greenspace.

(ii) Phase 2 to potentially consist of the development, construction and installation of all or some combination of an in-door training facility and four additional soccer fields, as the Parties recognize that the needs of the Team and the Operator, with respect to the Project, may change from time to time.

(b) The County will provide for the use of the Phase 1 Land and Phase 2 Land, as applicable, by the Operator during the term of an Operating Agreement with Decide DeKalb; pay certain demolition and land preparation costs; recognize the Operating Agreement as a usufruct; provide an option on the use of an additional 11 acre parcel of land for the Phase 2 development and covenant for complementary land-use on the Phase 2 parcel; agree to make certain facility use payments to Operator for the County's use of a portion of the Headquarters and Soccer Complex; apply for Opportunity Zone status; and seek funding for and construct pedestrian connectivity improvements to the Kensington MARTA station.

(c) Atlanta United will finance and construct an approximately \$30 million Headquarters and Soccer Complex, enter into certain non-relocation commitments, provide office and special use privileges to the County and agree to use of commercially reasonable best efforts to reserve at least 10% of the estimated 123 jobs relating to the construction, maintenance and operations of the Headquarters and Soccer Complex for qualified DeKalb County residents. At the end of the term of the Operating Agreement (defined herein), the Project will revert to the County.

(d) The County will be fully responsible and shall pay for the demolition, clearing, grading, irrigation, drainage, sod installation and environmental remediation (collectively, "**Land Preparation**") on the Land to ready it for the development of the Headquarters and Soccer Complex. Attached hereto as Addendum A is a preliminary, comprehensive description of the scope and technical elements of the Land Preparation undertaking. The Parties agree that Addendum A constitutes a fair and accurate summary of the undertaking that the County has agreed to provide and pay for. The Parties further agree to negotiate in good faith to provide a final description of the Land Preparation scope and technical elements, in a manner substantially similar to Addendum A, for inclusion in the Definitive Documents (as defined herein). Operator will be responsible for all design and construction of the Project; provided that the Operator will agree to participate in a collaborative design review process with Decide DeKalb and County approval rights during each phase of design and construction, which approvals shall not be unreasonably withheld, conditioned or delayed. Decide DeKalb and Operator will enter into a Management and Operating Agreement (the "**Operating Agreement**") pursuant to which Operator would agree to (a) design, build and operate the complex, (b) manage, maintain and perform capital repair and improvement to the complex, subject to the approval by the County and Decide DeKalb or their designees, which approvals shall not be unreasonably withheld,

conditioned or delayed, and (c) make certain periodic Operator Payments (the “**Operator Payments**”) to Decide DeKalb.

(e) Operator Payments will be offset in part by County Capital Payments (as defined below) and shall, together with the County Capital Payments, include amounts sufficient to permit Decide DeKalb to fund a Capital Repair and Improvement Reserve. However, Operator will be permitted to self-fund and manage Capital Repair and Improvements for its allocable share of the Project and such amounts shall not be required to be included in Operator Payments, so long as Mr. Blank, AMB Group or an affiliate thereof owns and controls Atlanta United.

(f) Supplemental Operator Payments (the “**Supplemental Payments**”) will be made to Decide DeKalb, which shall be disbursed to the County, in an amount equal to 15% of the net revenue derived from any naming rights sold for all or any portion of the Headquarters and Soccer Complex or for branded events held at the Headquarters and Soccer Complex. For avoidance of doubt, Supplemental Payments shall only apply to and calculated for agreements between the Operator and third-parties which include monetary consideration. Sponsorships that do not require monetary payment shall not be subject to Supplemental Payment calculations.

(g) Operator and County will enter into a Facilities Use Agreement (the “**Facilities Use Agreement**”) for certain office space and common use areas within the Project for use by the County Parks and Recreation Department and for periodic use by the County and public of the stadium and soccer fields as specified in the definitive documents. County will agree to make Facilities Use Payments (the “**Facilities Use Payments**”) to the Operator for such uses and other specified County Reserved Rights.

(h) The County owns a parking facility adjacent to its Juvenile Justice Center which is proximate to the Headquarters and Soccer Complex. The County will negotiate the terms of use by the Operator of parking spaces on a first-come-first serve basis for the general public during the term of the Operating Agreement (“**Operator Parking Rights**”).

(i) The Parties recognize that Atlanta United's interest in the Project will constitute a usufruct, and the County will use its best efforts to cause the DeKalb County Chief Appraiser/Board of Tax Assessors to confirm the Parties' determination of such interest as a usufruct.

2. Ground Lease.

(a) The County and Decide DeKalb will enter into a ground lease (the “**Ground Lease**”), which will provide for the following:

(i) The County will convey the Land (for Phase 1 and Phase 2 as applicable) to Decide DeKalb by Ground Lease.

(ii) A twenty (20) year initial term, with two, five (5) year automatic renewals.

(iii) Limited authority to Decide DeKalb to enter into Operating Agreement with Operator to develop and construct a Headquarters and Soccer Complex.

(iv) The Land, Headquarters and Soccer Complex will revert to the County at end of the term of Ground Lease, or when earlier terminated by default or mutual consent.

(v) An acknowledgement of County Reserved Rights ("**County Reserved Rights**"), including, but not limited to:

A. County use of Soccer Complex for certain Special Events, (to be described in Ground Lease and Facilities Use Agreement), including that the County shall have the right, at its sole cost and expense, to a specified number of Special Events during the MLS Season (February-November) and a specified number of Special Events during the off-season (December-January), in each case which do not conflict with the Team's scheduled use, provided, that County shall be liable for any damage resulting from such events and shall restore all facilities and playing fields to their condition immediately prior to the load-in for such events;

B. Allocation of office space and facilities to house the DeKalb County Parks and Recreation Department in the stadium, consisting of not fewer than 6,000 square feet (for which the County will be responsible for the operating and maintenance expenses); and

C. Shared public use of the stadium for public events including school graduations, which use does not conflict with the Team's scheduled use.

3. Operating Agreement. Decide DeKalb and Operator will enter into an Operating Agreement, pursuant to which Operator will develop, operate and manage the Headquarters and Soccer Complex to be located on the Land, subject to County Approval and County Reserved Rights. The Operating Agreement will have a twenty (20) year initial term, with two, five (5) year automatic renewals.

(a) The Parties contemplate that the Operating Agreement will include the following provisions regarding the development of the Project:

(i) Operator and Decide DeKalb will develop a collaborative process for design review. The review will include roundtable meetings including designated representatives of the County, Decide DeKalb and Operator. The roundtable meetings will occur at least once during the schematic phase and once during the 50% design development as further described in the definitive documents.

(ii) Operator will agree to certain bidding and competitive procurement procedures as defined in the definitive agreements, including compliance with O.C.G.A. 36-91-1, et seq.

(iii) The Project will meet certain square footage, design and accessibility requirements (the "**Minimum Requirements**") as further defined in the definitive documents.

(iv) Operator will be solely responsible for funding all pre-development and development costs, except for Land Preparation Costs, which are the responsibility of the County.

(v) To the extent not currently located on the Land, Operator will be solely responsible for installing utilities with sufficient capacity to operate the Project.

(vi) Operator will use its commercially reasonable efforts to hire DeKalb County residents for at least 10% of jobs relating to the construction, maintenance and operations of the Headquarters and Soccer Complex using the First Source Registry and agree to acknowledge its receipt of the First Source Policy and the use tracking forms to periodically report on the results of its effort. For the avoidance of doubt, such requirement shall not apply to jobs relating to the Team or the operations of Atlanta United.

(vii) Operator will agree not to relocate the operations of the Operator or Atlanta United Franchise from the Headquarters and Soccer Complex during the term of the Operating Agreement for so long as Decide DeKalb and the County are not in breach of the Operating Agreement or the Facilities Use Agreement.

(b) The Parties contemplate that the Operating Agreement will include the following provisions regarding the management of the Project:

(i) Operator will have exclusive responsibility for management and operation of Headquarters and Soccer Complex, subject to County Reserved Rights and Facilities Use Agreement.

(ii) Operator will be responsible for all regulations, security, traffic management, technical, maintenance, cleaning and landscaping within the Headquarters and Soccer Complex required to operate the Headquarters and Soccer Complex. The County will be responsible for all regulations, security, traffic management, technical, maintenance, cleaning and landscaping in the areas adjacent to, and otherwise outside of, the Headquarters and Soccer Complex.

(iii) Operator will be responsible for Routine Maintenance for Project on a regular and ongoing basis consistent with standards of maintenance on structures similar to the Project.

(c) Capital Repair and Improvement – Operator will be responsible for funding and performing capital improvements and repairs, including the provision of labor and materials which are reasonably required to repair, restore and/or replace all structural components, system components or integral parts of the Headquarters and Soccer Complex.

(d) Standards and County Inspection of Project - Decide DeKalb and/or County will have the right to inspect the Project to ensure that Headquarters and Soccer Complex are maintained at the standard of maintenance for similar buildings with similar Minimum Requirements.

(e) The County will agree to fund a portion of the cost of Capital Repair and Improvement in an amount to be determined in the definitive documents relating to the office space described in the Facilities Use Agreement (“**County Capital Payments**”).

(f) With respect to revenues, the Operating Agreement will provide that:

(i) Operator will receive all revenues related to use, operation rental, lease or Facilities Use Agreement of the Project, subject to County Reserved Rights.

(g) Operator shall make Supplemental Payments to Decide DeKalb, which shall be disbursed to the County, in an amount equal to 15% of the net revenue derived from any naming rights sold (i) for all or any portion of the Headquarters and Soccer Complex and (ii) for branded events held at the Headquarters and Soccer Complex. For avoidance of doubt, Supplemental Payments shall only apply to and calculated for agreements between the Operator and third-parties which include monetary consideration. Sponsorships that do not require monetary payment shall not be subject to Supplemental Payment calculations.

(h) The Operating Agreement will be assignable only with prior written consent of Decide DeKalb, which consent shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if the proposed assignment is to a Permitted Assignee, as defined in the definitive documents.

(i) Decide DeKalb and County will agree to include all reasonable lender protections in the Operating Agreement.

(j) With respect to insurance and indemnification, the Operating Agreement will provide that:

(i) Operator will provide customary property and casualty insurance naming Decide DeKalb and the County as named insured with limits as reasonably agreed by the Parties in the definitive documents.

(ii) Operator will agree to indemnify and hold and save harmless Decide DeKalb and the County from and against liabilities or claims of every nature arising out of design, construction or operation of the Project, except for certain liabilities related to County Reserved Rights other than liabilities or claims arising out of the County's or Decide DeKalb's own acts or omissions, including with respect to Land Preparation.

4. Facilities Use Agreement. Operator will enter into a Facilities Use Agreement with the County for office space for the DeKalb County Parks and Recreation Department and will grant access to certain common areas located in or about the Project and special privileges for use of the Soccer Fields (inclusive of indoor training facility built in Phase 2); provided in each instance such use does not interfere with scheduled Team uses.

(a) The Facilities Use Agreement will have a one (1) year initial term, plus 29 automatic renewals (subject to annual appropriation) by the County.

(b) Pursuant to the Facilities Use Agreement, the County will make Annual Facilities Use Payments to the Operator consisting of:

(i) annual payments in an amount equal to \$2.33 million in each of the first three years of occupancy of the facility by the County pursuant to the terms of the Facilities Use Agreement and, thereafter, twenty-seven annual payments in an amount equal to \$10; and

(ii) the capital repair and improvements costs allocable to the County's office space in the stadium.

(c) Facilities Use Agreement will provide for the use by the County of office space and County Reserved Rights for special events and will further provide that the County will be responsible for the operating and maintenance expenses related to such office space.

(d) The County will provide Operator parking rights on evenings and weekends in the parking facility adjacent to the County Juvenile Justice Center and, on a first-come-first-serve basis, during regular business hours.

(e) If the County does not appropriate Annual Facility Use Payments during either of the first two (2) years of the term of the Facilities Use Agreement, the County shall automatically forfeit all County Reserved Rights, including the use of DeKalb Parks and Recreation Department Office Space (the "**Office Space**") in the stadium during the term of the Operating Agreement and shall not be entitled to any Operator Payments or Supplemental Payments. Further, in the event that the County is required to forfeit the County Reserved Rights, in consideration for the costs incurred by the Operator to repurpose the Office Space, the County will compensate the Operator in the following amounts: (i) If not renewed for the 2nd year of the Term the amount will equal the Annual Facility Use Payment due from the County to the Operator in the next succeeding year, (ii) if not renewed for the 3rd year the amount will equal one-half (1/2) of Annual Facility Use Payment due from the County to the Operator in the next succeeding year and (iii) if not renewed for the 4th year or any subsequent year of the Term the amount will equal the Annual Facility Use Payment due from the County to the Operator in the next succeeding year.

5. Additional DeKalb County Commitments. The Definitive Documents (as defined below) will also include the following items:

(a) Opportunity Zone: The County will promptly apply to the Georgia Department of Community Affairs (DCA) and shall seek designation of the area which includes the Project as a State Opportunity Zone. If awarded, the Operator shall be eligible to apply job tax credits up to \$3,500 per job created as an offset to its State of Georgia income tax liability.

(b) Option on Phase 2 Property; Agreement to Complementary Use: The County and Decide DeKalb will grant Operator an option to use up to 11 additional acres (the "**Phase 2 Land**") for the construction and installation of the Phase 2 components of the Project. To the extent permitted by law, the County shall agree to hold the Phase 2 Land and use it only for purposes reasonably complementary to, and not detracting from, the Operator's use of the Project.

(c) Pedestrian Connectivity to Kensington MARTA Station. The County will promptly begin discussions with MARTA and other appropriate state and federal agencies in order to seek funding for an elevated pedestrian walkway and associated public improvements to enhance connectivity between the Headquarters and Soccer Complex and the Kensington MARTA Station. The County's efforts shall include proposing that the Board of Commissioners of the County include Pedestrian Connectivity improvements in the proposed March 2016

Referendum Ballot for approval as an authorized Capital Outlay Project from a Special Purpose Local Option Sales Tax. The County and Decide DeKalb will also seek any available funding from MARTA and any other appropriate state and federal agencies.

(d) Animal Shelter Demolition and Relocation. The Parties recognize and acknowledge that for the Phase 1 development to be operational, the DeKalb County Animal Shelter must be relocated by December 2016. Accordingly, the County will (i) cause the animal shelter relocation and demolition to occur not later than December 2016 (ii) use its best efforts to ensure that any development of the animal shelter site will be reasonably compatible with the Headquarters and Soccer Complex, including with respect to the exterior appearance thereof, (iii) give prior notice to Atlanta United of any development of the animal shelter site and (iv) allow Atlanta United to provide input into proposed development of the animal shelter site during the term of the Operating Agreement.

(e) Permitting Assistance. The County and Decide DeKalb agree to assist Atlanta United (or any of its affiliates) in obtaining any and all building and other permits and governmental approvals or consents (including, without limitation, such approvals or consents of any agency, commission, department, division, or other unit or branch of the County or Decide DeKalb) necessary or desirable for the construction and operation of the Project, as expeditiously and efficiently as possible, and to waive, to the extent permitted by applicable law, all permitting fees, including fees with respect to the general building permit and mechanical, electrical and plumbing permits, related thereto. Impact fees are not currently assessed by the County and, to the extent permitted by law, the County agrees to waive any such impact fee that would apply to the Project as a result of subsequent legislation. The County agrees that signage for the Project is important and agrees to allow placement of appropriately sized signage on Land as such signage ensures success of the Project. Specific size, locations and kinds of signage will be included in the Definitive Documents (defined herein) executed by the Parties.

(f) Tax Allocation District. For purposes of Phase 2 of the Project, the County agrees to discuss in good faith permitting the use of any accumulated funds from any applicable tax allocation district to be utilized for any permissible expense under the Redevelopment Powers Law with respect to the construction, maintenance of Phase 2 of the Project, including to fund the Capital Repair and Improvement Reserve. The County will use its best efforts to obtain the participation of the DeKalb County School Board in this tax allocation district. The Parties recognize that the building of Phase 1 of the Project is expected to indirectly increase the tax increment generated in this district and that a portion of that increased increment can be used to further expand the Project during Phase 2.

6. Milestones and Required Approvals. Subject to the approval in principle by the Board of Commissioners of DeKalb County, the Parties will use their reasonable good faith efforts to negotiate and execute the following agreements within sixty (60) days of agreeing to the final terms of this MOU.

7. Definitive Documents. The Ground Lease, the Operating Agreement and the Facilities Use Agreement (together with any other definitive documents among the Parties regarding the transaction, the "**Definitive Documents**") will be drafted initially by counsel to Atlanta United (except for the Ground Lease, which will be drafted by counsel to the County). In addition to the

terms set forth herein, the Parties agree to negotiate in good faith with respect to other provisions, representations, warranties, covenants and indemnities as are customarily included in similar documents related to the development, construction, operation and lease of professional soccer team practice facilities and headquarters.

8. Confidentiality; Public Announcements. The Parties shall keep this MOU confidential, subject to applicable laws, until presented for official action by the Board of Commissioners of DeKalb County. The Parties shall coordinate all publicity relating to the transactions contemplated hereby, and no party shall issue any press release, publicity statement or other public notice relating to the Project or the transactions contemplated hereby, without the prior consent of the other Parties, which consent shall not be unreasonably withheld.

9. Dispute Resolution. In the event of a dispute under the Lease or the Operating Agreement, the Parties would first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, the Parties would submit the dispute for non-binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such non-binding arbitration is unsuccessful, such dispute would be brought in any court of competent jurisdiction within the geographic limits of the Northern District of Georgia. When executed, the dispute resolution procedures in the Definitive Documents will govern as set forth in Section 4 above.

10. Contingencies and Approvals. Atlanta United, the County and Decide DeKalb acknowledge that this document represents the discussions and agreements, subject to the preparation and execution of the Definitive Documents, of the Parties regarding the development of this project. The Parties agree that the project is subject to a number of contingencies, including, but not limited to, the following:

(a) Obtaining of all timely and necessary approvals and authorizations from Decide DeKalb and the DeKalb County Board of Commissioners; and

(b) Obtaining all necessary approvals of Atlanta United.

11. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Georgia, without regard for principles of conflicts of law.

(Continued on the following page)

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of this ____ day of _____, 2015.

DEVELOPMENT AUTHORITY OF DEKALB COUNTY, D/B/A DECIDE DEKALB

By: _____
Name: _____
Title: _____

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: _____

ATTEST:

Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Zachary Williams
Chief Operating Officer/Executive Assistant

APPROVED AS TO FORM:

O.V. Brantley
County Attorney

ATLANTA PROFESSIONAL FC, LLC

By: _____

Name: _____

Title: _____