LICENSE AGREEMENT

| This License Agreement (hereinafter referred to as "Agreement") made this day of |
|---|
| , 20, between the GEORGIA BUILDING AUTHORITY, a public Authority, |
| instrumentality and corporation of the State of Georgia, whose business address is One Martin |
| Luther King, Jr., Drive, S. W., Atlanta, Georgia 30334 (hereinafter called "Licensor"), and |
| [Licensee Legal Name], whose business address for the purposes of this Agreement is [Licensee |
| Address] (hereinafter called "Licensee"). |

WITNESSETH:

1. <u>License Extended</u>

Subject to the following terms and conditions which are hereby agreed to, Licensor provides unto Licensee, and Licensee accepts from Licensor a revocable, non-exclusive and non-transferable license to use the "Premises" (as defined below) for the purposes and activities hereinafter stated, commencing as provided in Section 2 (the "License").

2. License Period

- a) Licensee may use the Premises only for and during the purposes, dates, and times specified in this Agreement, except upon the prior written permission of Licensor, which approval will not be unreasonably withheld.
- b) Licensee may enter upon and have twenty-four (24) hour access to the Premises commencing at 12:01 a. m. on [START DATE OF LICENSE] and ending at 11:59 p. m. on [END DATE OF LICENSE] specifically for the purposes set forth in Section 3 (collectively referred to as the "License Period").
- c) In the event that the Licensee does not use the Premises on all of the date(s) specified and the Licensor is so notified no later than 10:00 a.m. of the business day prior to the License Period, the Licensee shall be entitled to a pro-rata refund of the Base Fee (as defined in Section 6 of this Agreement) for the License Period, less a ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) administrative fee, for the unused portion of the License Period. In the event Licensee does not use the Premises on date(s) specified and Licensee fails to give notice as provided above, Licensee shall be charged the full Base Fee for the License Period as provided for in Section 6.
- d) If modification of the License Period is required for any reason prior to the commencement of the License Period, Licensee shall make a request for modification to Licensor no later than 10:00 a.m. of the business day prior to the License Period. If

| Page 1 of 13 | Licensee's Initials: |
|--------------|----------------------|
| Page 1 OI 15 | Licensee's initials. |

modification of the License Period is required for any reason during the License Period, Licensee shall make a request for modification to Licensor no later than 10:00 a.m. of the business day prior to the date of any requested modification. Modification requests are contingent upon approval by Licensor and availability of the Premises. Licensor will not unreasonably withhold approval of a modification of the License Period.

3. <u>Premises</u>

The "Premises" are defined as [LOCATION] located at [LOCATION ADDRESS], depicted on Exhibit "A", attached hereto and incorporated herein by reference. Licensee's access upon, in and around the Premises is limited to those areas and buildings as depicted on Exhibit "A". Licensee is strictly prohibited from entering those areas and buildings of the Premises marked as "NO ACCESS" or "PROHIBITED".

4. <u>Permitted Purpose(s)</u>

- a) Licensee may use the Premises for the sole purposes of set-up/break-down, filming, production activities for [INSERT NAME OF PROJECT/USE] (hereinafter referred to as the "Picture.") Licensee may use the Premises <u>only</u> for the purposes set forth in this Section.
- b) Additionally, such use shall include the right to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises for the purpose of making the Picture and sound recordings, and permission to replicate the Premises if required for filming.
- c) Upon Licensor's discovery that Licensee has exceeded the scope of the agreed upon Premises as depicted in Exhibit "A" and/or the permitted purpose, Licensor may restrict Licensee's use to the previously agreed Premises, fine the Licensee up to ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) per day for exceeding the agreed upon scope of the Premises and/or permitted purpose, or proceed with immediate termination of the Agreement.
- d) Licensor represents that it is the sole and exclusive owner of the Premises and has the full power and authority to execute this Agreement.

5. <u>Licensor Services</u>

a) Just as it is extending a License for certain uses of the Premises, Licensor may permit Licensee to use certain utilities or other services which may exist at or on the Premises, such as lighting, electricity, heating, water, and air conditioning. However, Licensor makes no promise and undertakes no obligation to do so. Licensee shall obey all reasonable instructions of staff of Licensor with respect to use of the Premises and their utilities and services, and the staff of Licensor shall at no time be under the direction or control of Licensee.

| Page 2 of 13 | Licensee's Initials: |
|--------------|----------------------|
| | |

b) This Agreement is not intended to, and does not cover any use of Licensor's personnel or equipment. Any such use shall be separately compensated as provided for in Section 6.

6. Payment for License and Other Costs

- a) Base Fees: For the License herein provided and for reimbursement of Licensor's costs in extending all privileges and other benefits under this Agreement, Licensee shall pay Licensor [FEE] per day of the License Period for a total base fee of [TOTAL BASE FEE AMOUNT] (hereinafter referred to as the "Base Fee") for the use of the Premises during the License Period. Licensee shall pay the Base Fee at or within thirty (30) days of execution of this Agreement and upon receipt of Licensor's written invoice.
- b) Any modification of the License Period made pursuant to Section 2 may also affect the calculation of the Base Fee as outlined herein. Licensee shall be responsible for the payment of any additional base fees for any extension of the License Period that may be granted by Licensor (hereinafter "Additional Base Fee"). Such Additional Base Fee, if any, shall be paid by Licensee within thirty (30) days of receipt of Licensor's written invoice.
- c) Other Costs: Licensee shall reimburse Licensor for the following costs, plus a ten percent (10%) administrative fee, within thirty (30) days of receipt of Licensor's written invoice for:
 - 1. any actual costs incurred by Licensor as a result of requests for work by the Licensee, including but not limited to stocking of restrooms, cleaning of restrooms, or removal of waste at the Premises. With particular regard for the stocking of restrooms, cleaning of restrooms, or removal of waste at the Premises or any additional janitorial services performed by Licensor at the request of Licensee, the rate charged shall reflect actual labor expenses not to exceed THIRTY DOLLARS AND NO CENTS (\$30.00) per hour per Licensor employee assigned to complete the work if the work is performed during normal work hours ("normal work hours" shall be defined as the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday), or not to exceed FOURTY-FIVE DOLLARS AND NO CENTS (\$45.00) per hour per Licensor employee assigned to complete the work if the work is completed after normal work hours ("after normal work hours" shall be defined as one of the following: the hours of 4:00 p.m. and 7:30 a.m., Monday through Friday, weekends, and state holidays);
 - 2. any actual costs incurred by Licensor as a result of requests for skilled labor by the Licensee, including but not limited to work related to technical, engineering, and information technology areas. For any skilled labor performed by Licensor at the request of Licensee, the rate charged shall reflect actual labor expenses not to exceed FIFTY DOLLARS AND NO CENTS (\$50.00) per hour per Licensor employee assigned to complete the work if the work is performed during normal work hours ("normal work hours" shall be defined as the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday), or not to exceed SEVENTY-FIVE DOLLARS AND NO CENTS (\$75.00) per hour per Licensor employee assigned to complete the work if the work is completed after normal work hours ("after normal work hours" shall be defined as one of the following: the hours of 4:00 p.m. and 7:30 a.m., Monday through

| Page 3 of 13 | Licensee's Initials: |
|--------------|----------------------|
| | |

Friday, weekends, and state holidays);

- 3. any other actual costs incurred by Licensor as a result of the License granted herein; and
- 4. any time that Licensee occupies the Premises prior to, after or otherwise in excess of the License Period without prior approval by Licensor as outlined in Section 2, Licensee shall pay the Licensor for all time it occupies the Premises beyond the License Period at the rate of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) per hour.

7. <u>Nature of License</u>

- a) Except as expressly provided herein, this Agreement does not confer upon Licensee any right, title, interest, or estate in the Premises, nor does this Agreement confer upon Licensee a license coupled with an interest or an easement.
- b) This Agreement merely extends to Licensee, and to Licensee only, a temporary and personal privilege, wholly subordinate to all other privilege, right, title, interest, occupancy, possession or lawful presence, use or activity with respect to the Premises, past, present or future. Licensor represents, warrants, and covenants, however, that Licensor has not entered into and will not enter into any license or other agreement granting to any third party any rights in the Premises inconsistent with the rights granted to Licensee under this Agreement.
- c) Licensee shall exercise its privilege so as to avoid interference with any privilege, right, title, interest, occupancy, possession or lawful presence, use or activity of Licensor in regard to the Premises.
- d) Licensee, shall own all rights of every kind in and to the Picture and other photography or film made by Licensee hereunder and within the permitted activities described in Section 4, including the right to utilize the same in any lawful manner whatsoever including assignment to third parties, whether now known or hereafter known, in perpetuity and throughout the universe.

8. Acknowledgment of Circumstances

Licensee acknowledges, stipulates and agrees to the following:

- a) Licensor is a public corporation and an instrumentality of the State of Georgia, fulfilling essential public functions in the operation of the Premises.
- b) The Premises, at the time of the use of the Premises by Licensee, is being occupied by Licensor.
- c) Licensor, and the other public entities which may occupy the Premises, necessarily are and will be engaged in urgent, varied activities of their own throughout the Premises during the License Period. Licensor agrees, however, to use all reasonable means to ensure that Licensee is able to quietly enjoy the use of the Premises during the License

| Page 4 | of 13 | Li | censee? | s I | nit | cial | ls: ˌ | | _ |
|--------|-------|----|---------|-----|-----|------|-------|------|---|
| | | | | | | | | | |

Period; and also to ensure that no person or entity unreasonably interferes with such use.

- d) Licensee may be required to obtain any permits or authorizations other than this Agreement to enjoy the use of premises adjacent to those Premises described herein.
- e) Licensee acknowledges that, as a public entity, the Licensor is bound by certain laws and regulations regarding public disclosure. Licensor acknowledges Licensee's interest in maintaining confidentiality regarding the Picture and its production. Accordingly, except to the extent required by municipal, state or federal law, statute or regulation, Licensor shall not disclose any information from Licensee that Licensee has clearly identified or labeled as confidential and/or proprietary, or authorize any photography, the publication of any news story, magazine article, blog, "tweet," online posting or other publicity concerning the Picture or Licensee, and further shall not issue, authorize, confirm, or in any way enable the issuance of any press information concerning the Picture, and will not permit its agents, representatives or employees to do so, except after Licensee's issuance of its initial publicity in connection with the Picture.
- f) Licensor shall not act as a bailee and therefore shall have no obligation to protect Licensee's property or equipment while it is located on the Premises. Licensee hereby releases Licensor from any claims for damage to any of its property or equipment, however occurring, while located on the Premises.

9. Prohibited Activities

Licensee shall engage only in the activities permitted hereunder, during the times permitted, and within the Premises. Without limiting the foregoing, Licensee shall not:

- a) materially damage, add to, improve or alter the Premises or other property of Licensor or the State of Georgia without the prior approval of Licensor;
- b) connect or attach anything temporarily or permanently to the Premises or other property of Licensor or the State of Georgia without the prior approval of Licensor;
- c) use any utility or service, except as permitted herein and in accordance with the express direction of Licensor, or use any electrical device so as to overload the wiring or to prevent other needed use;
- d) invite, permit, or suffer any person to come upon the Premises or other real property of Licensor except Licensee's officers, employees, agents, guests (including customers and consumers), and independent contractors and then only as involved in the activities permitted hereunder;
- e) do or suffer anything which will increase the risk of fire or other casualty, or harm therefrom, or will increase the rate of fire insurance on the Premises;

| Page 5 of 13 | Licensee's Initials: |
|--------------|----------------------|
| rage 3 01 13 | Licensee's initials. |

- f) use open flames, lighted candles, fireworks or other pyrotechnics on the Premises without prior approval by Licensor and the State Fire Marshall;
- g) accumulate excessive waste or refuse matter or other flammable matter about the Premises; or
- h) assign this Agreement or License or extend its privileges to any other person or entity; for the purpose of clarification, Licensee shall have the right to assign its rights in and to the Picture and/or the photography made on the Premises.

10. Policies, Rules and Regulations

Licensee shall obey the policies, rules, regulations and instructions of Licensor with respect to the Premises, formal or informal, written or verbal. Licensor agrees that such policies, rules, regulations, and instructions shall not unreasonably interfere with Licensee's use of the Premises under the License and as set forth in this Agreement.

11. Condition and Status of Premises

- a) Except as otherwise set forth in this Agreement, no representations or warranties are made by Licensor, the State of Georgia, or their officers or employees to induce Licensee to accept this License. Licensee accepts its License to the Premises "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," with respect to all matters of physical condition or legal status.
- b) Notwithstanding anything to the contrary herein, Licensor represents and warrants that it has the right and authority to enter into this License and to grant the rights set forth herein to Licensee.
- c) As a courtesy to Licensee, by Licensee's request, or for its own purposes, Licensor may restrict access to the Premises. No such act by Licensor shall be deemed a modification of the Agreement or be deemed evidence of intent by Licensor to make any promise, representations or undertaking or to perform any duty with respect to Licensee.

12. Termination of Agreement

- a) Licensor shall have the right to immediately terminate this Agreement and revoke the License if Licensee breaches any material term or condition of this Agreement. Licensee shall have the right to immediately terminate of this Agreement if Licensor breaches any material term or condition of this Agreement.
- b) In the event of termination due to a material breach by Licensor, Licensee shall be entitled to a refund of the unused portion of the Base Fee, if any. If the event of termination due to a material breach by Licensee, Licensor shall be entitled to keep any

| Page 6 of 13 | Licensee's Initials: |
|--------------|----------------------|
| rage 0 01 13 | Licensee's initials. |

unused portion of the Base fee. These aforementioned remedies shall not operate to preclude any other remedies or claims for damage by either Party.

13. Security

- a) Licensee shall provide all security personnel that Licensor deems reasonable and necessary to ensure the safety of the public and security of the Premises. The Georgia Department of Public Safety (DPS) is the law enforcement entity responsible for security of the Capitol building, its associated Capitol Hill buildings and grounds, and other properties maintained by Licensor.
- b) Licensee must provide confirmation to Licensor that sufficient security has been obtained prior to the start of the License Period.

14. Departure and Restoration

- a) Immediately upon termination or expiration of the License and this Agreement, Licensee shall cease all activities with respect to the Premises and shall vacate therefrom. Licensee shall remove all personal property from the Premises, including all waste not previously agreed to be removed by Licensor personnel. Licensee shall restore the Premises to the condition which existed at the commencement of the Agreement or better, normal wear and tear, the acts of Licensor, its agents, servants, employees, and contractors, condemnation, and casualty excepted. Any personal property left upon Premises after the termination or expiration of the License Period shall be deemed abandoned by Licensee.
- b) Without implying their availability as to Licensee, Licensee waives any statutory rights or procedures for dispossession of Licensee. Licensee agrees that upon termination or expiration, Licensor and its staff may physically and forcibly remove or bar Licensee, its personnel and property for all purposes without being guilty of trespass, forcible entry, detainer or other tort.

15. <u>Depiction of Premises and Persons</u>

- a) Recognizing that it has enjoyed privileges extending beyond required or normal access to public facilities, Licensee agrees that it shall not, directly or impliedly, depict the Premises, Licensor, the State of Georgia, or any officer or employee of either in any unfavorable manner, caricature or otherwise so as to damage the good will of Licensor or the State of Georgia without the express written permission of Licensor and any individual so depicted. Licensor hereby agrees and acknowledges that Licensee has the right to depict fictional characters in any manner.
- b) In order to avoid a dispute as to whether Licensee's depiction of Premises and Persons in the Picture is permissible, Licensee shall have the option, prior to the License Period, to submit to the Licensor, the applicable script pages related to the portion of the Picture

| Page 7 of 13 | Licensee's Initials: |
|--------------|----------------------|
| rage / 01 13 | Licensee's initials. |

that will be depicted or filmed on the Premises. Licensor then shall review the applicable script pages and make a determination of whether the Licensee's depiction of Premises and Persons in the Picture is permissible. Licensor shall provide express written approval or denial of the script pages when requested by Licensee. Licensor's express written approval of Licensee's applicable script pages and Licensee's conformance to the depiction of Premises and Persons in the submitted script pages shall indicate that no violation the provisions of this Section have occurred.

None of the foregoing shall be intended or construed as a waiver of Licensee's right to prosecute or defend against any legal or equitable claim or action regarding the License or this Agreement, including the right to assert any bona fide argument in support of the above. Likewise, by granting the privileges conferred by the License and/or by giving the approval as contemplated in the Section above, Licensor shall not in any way be deemed to have given its permission to depict the Premises, the Licensor, the State of Georgia or any officer or employee thereof in a manner inconsistent with the first sentence of Section 15. Additionally, by granting the License and or giving the approval as contemplated above, Licensor shall not be deemed to have waived any legal cause of action against Licensee for breach of privacy, libel, slander, defamation or similar cause of action arising out of any use Licensee makes of the Premises or its depiction of Licensor, the State of Georgia or any officer or employee thereof. Similarly, Licensee acknowledges that Licensor may bring an action for immediate and permanent injunctive relief to enjoin a breach of privacy, defamation, libel, slander and the like, in violation of this Section 15 of the Agreement, and Licensor will be relieved from proving that monetary damages are an inadequate remedy at law.

16. Liability and Indemnification

Licensee hereby agrees to release, indemnify and hold harmless the Licensor, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of Licensee's activities while exercising this License. This indemnification obligation survives the termination of the License and the dissolution or, to the extent allowed by law, the bankruptcy of the Licensee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS"), the Licensee agrees to reimburse the Funds for such monies paid out by the Funds. This indemnification does not extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to the sole negligence or Willful Misconduct of any Indemnitee. "Willful Misconduct" means an intentional, wrongful act of a person, or such person's intentional disregard of a manifest duty, done either (i) with knowledge

| Page 8 of 13 | Licensee's Initials: |
|--------------|----------------------|
|--------------|----------------------|

that such conduct will cause serious hardship to another person, or (ii) with wanton and reckless disregard of the possible consequences of such conduct.

17. <u>Liability Insurance</u>

Licensee shall procure and maintain in full force and effect at all times during the License Period of this Agreement, through a self-insurance program or an insurance policy providing: commercial general liability (CGL) insurance, on an "occurrence basis" insuring against all liability and property damage of Licensor and Licensee and their members, officers, employees and agents arising from or in connection with the use or occupancy of the Premises by Licensee, its agents, employees, or others working at the direction of Licensee or on its behalf during the License Period, with liability limits of ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per occurrence and of TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) in the general aggregate; and a commercial umbrella liability insurance (excess coverage above CGL): TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) per occurrence and TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) in the aggregate. Each policy also specifically shall insure performance of Licensee's obligation to indemnify Licensor pursuant to Section 16 of this Agreement. A statement of policy limits herein shall not limit Licensees liability under this Agreement.

18. General Requirements for Insurance Policies

Licensee shall pay the cost of all insurance coverage which Licensee is required to produce and maintain under this Agreement. Except where Licensee is self-insured, each insurance policy shall:

- a) be issued by an insurer authorized to transact casualty insurance in Georgia;
- b) be issued by an insurer with a current Best Policyholder's Rating of "A" or better and with a financial six rating of class "XI" or larger by A. M. Best Company, Inc.;
- c) be issued on such form of policy, authorized in Georgia, as Licensor may reasonably approve;
- d) provide that the policy cannot be canceled as to Licensor except after the insurer gives Licensor thirty (30) days prior written notice of cancellation;
- e) state that notice of any claim against Licensor shall be deemed to have occurred only when an officer of Licensor has received actual notice, and has actual knowledge of the claim:
- f) not be subject to invalidation as to Licensor by reason of any act or omission of Licensee or any of Licensee's officers, employees or agents; and
- g) not be subject to invalidation as to Licensee by reason of any act or omission of Licensor

| Page 9 of 13 | Licensee's Initials: |
|--------------|----------------------|
| | |

or any of Licensor's officers, employees or agents.

Each policy required by this Agreement shall also contain a provision permitting Licensee to waive all rights of recovery and claims by way of subrogation.

Licensee shall not produce or maintain in force any insurance policy which might have the effect of reducing the loss payable under any of the policies required by this Agreement. Upon the request of Licensor, Licensee shall deliver a certificate of such self-insurance or insurance policy to Licensor, together with evidence reasonably satisfactory to Licensor that the premiums, as applicable, have been paid for a period at least covering the License Period.

19. Force Majeure

Neither party will be deemed to be in default of this Agreement or liable to any other party to the extent that performance of this Agreement is made impossible owing to any reason beyond the control of the parties, including, but not limited to, fire, flood, earthquake, explosion, mayhem, strikes, terrorism, action of the elements or other acts of God ("Force Majeure Event"). If performance of this Agreement is made impossible due to the circumstances of a Force Majeure Event, the parties will be excused from contractual obligations herein, including but not limited to the indemnification provisions.

20. Nonwaiver

No failure to execute any right or power given under this Agreement, or to insist upon strict compliance with the provisions of this Agreement and no custom or practice, shall constitute a waiver of Licensor's right to demand exact and strict compliance by Licensee with the terms and conditions of this Agreement.

21. Time of the Essence

All time limits stated herein are of the essence. A reference to day, month or year shall mean calendar day, month or year unless otherwise expressly stated.

22. Preservation of Claims

The expiration or termination of the privilege of this Agreement or the License shall not operate to cut off any claims or cause of action in favor of Licensor or Licensee which accrued or arose prior to the effective date of such expiration or termination.

23. Notice

Any notice (the word "notice" as used herein shall include, but not be limited to, statements, demands, requests, consents, approvals and authorizations) hereunder given by either party to the other party shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, or by facsimile confirmed by the preceding service

| Page 10 of 13 Licensee's Initials | : |
|-----------------------------------|---|
|-----------------------------------|---|

method, addressed to the party to be notified as follows:

In case of Licensor, to:

Steven L. Stancil
Executive Director
Georgia Building Authority
One Martin Luther King Jr., Drive, S. W.
Atlanta, GA 30334

In case of Licensee, to:

[NAME, ADDRESS, AND EMAIL OF LICENSEE]

With copy to:

[NAME, ADDRESS, AND EMAIL OF PERSON TO COPY]

The sender of such notice shall require the United States Postal Service to show to whom delivery was made and also the date and address of delivery of said notice. The day upon which any such notice is so delivered shall be treated as the date of service. Either party may from time to time by notice to the other party designate a different address to which notices shall be sent.

24. Captions

The captions appearing immediately preceding the text of each of the Sections of this Agreement are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

25. Severability

If any provision of this Agreement should be ruled void or unenforceable or contrary to public policy by any court, then the remaining part of such provision and all other provisions of this Agreement shall survive and be valid, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

26. Entirety

The making, execution and delivery of this Agreement have been induced by no representations, statements or warranties (including, but not limited to, representations, statements or warranties with respect to title of the licensed Premises, or conditions or suitability for Licensee's purpose) other than those herein expressed. This Agreement embodies the entire understanding of Licensor and Licensee and there are no further or other agreements or understandings, written or oral, in effect between Licensor and Licensee, relating to the subject matter hereof. This Agreement may be amended or modified only by a written instrument of equal formality signed by both Licensor and Licensee.

| Page 11 of 13 | Licensee's Initials: |
|---------------|----------------------|
| Page 11 OL 15 | Licensee's initials: |

27. <u>Duplicate Originals</u>

This Agreement is executed in counterparts, separately numbered and identified, each of which is deemed to be an original of equal dignity with the other.

28. Georgia Agreement

This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia as if executed and wholly performed within said State. The venue of any ligation arising out of or in connection with the Agreement shall be exclusively with the Superior Court of Fulton County, Georgia or the U.S. District Court of Northern Georgia.

29. <u>Assignment</u>

Other than Licensee's rights in and to the Picture and/or the photography made on the Premises, which may be freely assigned by Licensee, Licensee shall not transfer or assign all or any of its rights, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of Licensor.

30. No Agency

This Agreement shall not be construed as making either party the employee or agent of the other, or as creating a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. Neither party shall represent to third parties that it is an employee, agent, partner or joint venturer with the other party.

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have signed, sealed and delivered these presents the day, month and year first above written.

(SIGNATURES BEGIN ON NEXT PAGE)

| Page 12 of 13 | Licensee's Initials: |
|---------------|----------------------|
| | |

| Signed, sealed and delivered as to Licensor in the presence of: | Signed, sealed and delivered as to Licensee in the presence of: |
|---|---|
| GEORGIA BUILDING AUTHORITY (Licensor) | [NAME OF LICENSEE] (Licensee) |
| By:Steven L. Stancil | By: |
| Executive Director | Print Name: |
| | Title: |
| Witness: | Witness: |

EXHIBIT "A": Premises

Page 1 of 1 Licensee's Initials: _____