

**IN THE SUPREME COURT
STATE OF GEORGIA**

APPEAL NO. S21A0329

ALBERT E. LOVE et al.

Appellants,

vs.

FULTON COUNTY BOARD OF TAX ASSESSORS, et al.

Appellees.

**MOTION TO DISQUALIFY
JUSTICE CHARLES J. BETHEL**

Wayne B. Kendall
Georgia Bar No. 414076
Wayne B. Kendall, P.C.
155 Bradford Square, Suite B
Fayetteville, GA 30215
770-778-8810
770-716-2439 fax

**IN THE SUPREME COURT
STATE OF GEORGIA**

ALBERT E. LOVE, et al.)
)
Petitioners,)
)
v.)
)
FULTON COUNTY BOARD OF TAX)
ASSESSORS, et al.)
)
Respondents,)
)
v.)
)
ATLANTA FALCONS STADIUM)
COMPANY, LLC AND GEORGIA)
WORLD CONGRESS CENTER)
AUTHORITY)
)
Intervenors.)

APPEAL NO. S21A0329

**APPELLANT’S MOTION TO DISQUALIFY
JUSTICE CHARLES J. BETHEL**

COME NOW the Appellants, above named, and file this their Motion to Disqualify Justice Charles J. Bethel, stating as follows:

FACTUAL BACKGROUND

1.

This case was docketed in this Court on October 23, 2020, ten days ago.

2.

This case involves the failure and propriety of an official action by the

Fulton County Board of Tax Assessors (hereinafter referred to as “the FCBTA”) not to place the Mercedes-Benz Stadium on the tax rolls of Fulton County by awarding the Atlanta Falcons Stadium Company, LLC (hereinafter referred to as StadCo) an ad valorem tax exemption on its interest in the Mercedes-Benz Stadium.

3.

StadCo is a party to this case having successfully filed a motion to intervene.

4.

The construction of the Mercedes-Benz Stadium was financed in part by Hotel/Motel bonds issued by the City of Atlanta Development Authority d/b/a Invest Atlanta. (R.v.23, pp. 6103 - 6164)(R.v.24, pp. 6410 - 6467).

5.

Repayment of the bond proceeds to bond holders was guaranteed by StadCo in the form of an Indemnification Agreement between StadCo and the City of Atlanta Development Authority d/b/a Invest Atlanta. (See Exhibit “A”).

6.

The construction of the Mercedes-Benz Stadium was financed in part by an \$850 Million credit facility issued to StadCo by Bank of America Merrill Lynch. (R.v.24, pp. 6537 – 6667).

7.

The financial disclosure report filed by Justice Charles J. Bethel indicates that he has investments in Bank of America, totaling more than \$5,000 in value.¹ (See Section VII of Exhibit “B”).

8.

The financial disclosure report filed by Justice Charles J. Bethel indicates that he has bond investments issued by the Atlanta Downtown Development Authority and the City of Atlanta Development Authority, totaling more than \$5,000 in value. (See Section VII of Exhibit “B”).

9.

Should the Appellants prevail in their claims that StadCo was the recipient of an illegal and unlawful ad valorem tax exemption on its interest in the MBS, to the extent of \$27 million per year for a period of 30 years totaling in the aggregate over \$800 million, then StadCo’s ability to indemnify the bonds issued by the City of Atlanta Development Authority could be adversely affected financially.

10.

Should the Appellants prevail in their claims that StadCo was the recipient of an illegal and unlawful ad valorem tax exemption on its interest in the MBS, to

¹ Georgia’s financial disclosure laws only require a public official to disclose if his/her financial interest in a particular asset exceeds \$5,000 in fair market value but does not require disclosure of the exact amount of the value of the financial interest. Therefore, Appellants are unable to discern if the financial interest is \$5,000 or \$5,000,000 or some other amount. O.C.G.A. § 21-5-50(3) and (4).

the extent of \$27 million per year for a period of 30 years totaling in the aggregate over \$800 million, then its ability to repay the \$850 Million credit facility issued by Bank of America Merrill Lynch could possibly be adversely affected.

11.

Prior to the initiation of this litigation, StadCo was represented by the law firm of King & Spalding in attempting to and ultimately accomplishing an ad valorem tax exemption from the FCBTA.

12.

The ad valorem tax exemption obtained by StadCo through the legal representation of King & Spalding is the subject of this case.

13.

Woodrow W. Vaughan, III, was a partner at King & Spalding and personally represented StadCo in obtaining the ad valorem tax exemption obtained by StadCo from the FCBTA. He left King & Spalding in 2014 and has been employed at Holland & Knight since then. (R. v. 13, p. 3116).

14.

Woodrow W. Vaughan, III, is now the executive partner of the law firm of Holland & Knight in its Atlanta office, who in that capacity is responsible for managing the firm's Atlanta office. According to his deposition testimony, StadCo

remained a King & Spalding client after he departed King & Spalding. (R. v. 13, p. 3117).

15.

The law firm of Holland & Knight represents StadCo in this case.

16.

While employed by King & Spalding Woodrow Vaughan drafted a Memorandum of Law which was submitted to the FCBTA advocating for the ad valorem tax exemption that the FBCTA subsequently granted to StadCo on its interest in the Mercedes-Benz Stadium. (R. v. 13, pp. 3127 - 3128).

17.

Lawyers employed by Holland & Knight and King & Spalding have donated \$1,250 in cash to Justice Charles J. Bethel in his most recent election campaign this year for a seat on this Court. (See Exhibit "C").

18.

Justice Charles J. Bethel has received or benefited from an aggregate

19.

The combination of circumstances involving Justice Charles J. Bethel's financial interests in Bank of America; his financial interests in Atlanta

Development Authority bonds, and his receipt of campaign contributions from counsel of record for StadCo, combine to create a reasonable question as to his independence and impartiality in this case.

ARGUMENT AND CITATION TO AUTHORITY

Canon 1 and specifically, Rule 1.2 thereunder, of the Georgia Code of Judicial Conduct, provides that “[j]udges shall act at all times in a manner that promotes public confidence in the *independence, integrity, and impartiality* of the judiciary.” Georgia Judicial Conduct Rule 2.11(A) provides that “[j]udges shall disqualify themselves in any proceeding in which their impartiality might reasonably be questioned.” The Comments to Rule 2.11 provide that a judge is subject to disqualification whenever his impartiality might reasonably be questioned, regardless of whether any of the specific items in Rule 2.11(A) apply.

Rule 2.11(A) says generally that “[j]udges shall disqualify themselves in any proceeding in which their impartiality might reasonably be questioned,” followed by a non-exclusive list of specific situations in which recusal is required. The standard is an objective one. The facts “must be considered from the perspective of a reasonable person rather than from the perception of interested parties or their lawyer-advocates, or from the subjective perspective of the judge whose continued presence in the case is at issue.” *Mayor of Savannah v. Batson–Cook Co.*, 291 Ga. 114, 119, 728 S.E.2d 189 (2012). The operative question is whether “a fair-

mindful and impartial person would have a reasonable perception of a judge's lack of impartiality based upon objective facts set forth in the affidavit or reasonable inferences therefrom." *Id. Post v. State*, 298 Ga. 241, 779 S.E.2d 624 (2015).

In this case, Justice Bethel has a direct financial interest in the entity that provided construction financing for the MBS, Bank of America Merrill Lynch. He also owns bonds issued by the same issuer who issued bonds for construction of the MBS, the Atlanta Development Authority, although it is unclear as to whether he owns the same series of bonds issued to finance the MBS. His direct financial interest in Bank of America, and his ownership of Atlanta Development Authority bonds, presents a conflict of interest in that both these entities were involved in financing the construction of the MBS, and could be adversely affected financially if the Appellants' claims are sustained.

CONCLUSION

Justice Charles J. Bethel should favorably consider recusal and disqualification from this case due to his direct financial interest in Bank of America and his ownership of bonds issued by the Atlanta Development Authority a financier on the construction of the MBS. His service on this case is further brought into question by campaign contributions, albeit, relatively de minimis contributions, from counsel of record for StadCo, which in combination with his

conflicted financial interests serve nevertheless to raise the reasonable perception of a lack of impartiality based upon objective facts.

Respectfully submitted this 2nd day of November 2020.

WAYNE B. KENDALL, P.C.

/s/ Wayne B. Kendall
Georgia Bar No.: 414076

Attorney for Appellants

155 Bradford Square
Suite B
Fayetteville, GA 30215
Tel: 770-778-8810
wbkendall2@yahoo.com

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing Appellants' Motion to Disqualify Justice Charles J. Bethel on the below listed individual(s) by electronic filing and by depositing the same in the United States Postal Service with adequate postage thereon to insure delivery to the following persons at the below listed address:

Patrice Perkins-Hooker, County Attorney
Kaye W. Burwell, Deputy County Attorney
Cheryl Ringer, Senior Staff Attorney
Fulton County Office of the County Attorney
141 Pryor St. SW, Suite 4038
Atlanta, GA 30303

Alex F. Sponseller, Senior Assistant Attorney General
J. Scott Forbes, Assistant Attorney General
40 Capitol Square, SW
Atlanta, GA 30334

Robert S. Highsmith, Jr., Esq,
A. André Hendrick, Esq.
Philip J. George, Esq.
HOLLAND AND KNIGHT, LLP
1180 W. Peachtree Street
Suite 1800
Atlanta, GA 30309

This 2nd day of November 2020.

155 Bradford Square
Suite B
Fayetteville, GA 30215
(770) 778-8810

Respectfully submitted,
WAYNE B. KENDALL, P.C.

/s/ Wayne B. Kendall
Attorney for Appellants
GA BAR NO. 414076

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 Petitioners,)
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 v.)
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 FULTON COUNTY BOARD OF TAX)
 ASSESSORS, et al.)
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 Respondents,)
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 v.)
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 ATLANTA FALCONS STADIUM)
 COMPANY, LLC AND GEORGIA)
 WORLD CONGRESS CENTER)
 AUTHORITY)
)
 Intervenors.)

APPEAL NO. S21A0329

**AFFIDAVIT OF WAYNE B. KENDALL
IN SUPPORT OF MOTION TO DISQUALIFY
JUSTICE CHARLES J. BETHEL**

Personally appeared before the undersigned officer authorized to administer oaths, Wayne B. Kendall, after being duly sworn, states and deposes under oath as follows:

1.

I am Wayne B. Kendall. I am over 18 years of age and competent to give this Affidavit. I am a licensed attorney in the State of Georgia, and I am counsel

of record for the Appellants in the above-styled case. I have personal knowledge of the facts set forth herein.

2.

Exhibit "A" attached to this affidavit is a true and correct copy of the Indemnification Agreement entered into by the Atlanta Falcons Stadium Company, LLC and the Atlanta Development Authority a/k/a Invest Atlanta.

3.

I obtained the document attached as Exhibit "A" from open records requests to the Georgia World Congress Center Authority and the Atlanta Development Authority a/k/a Invest Atlanta in the course of working on this matter.

4.

I have reviewed the campaign disclosure reports and the financial disclosure reports maintained on the website of the Georgia Government Transparency and Campaign Finance Commission as pertaining to Justice Charles J. Bethel.

5.

The document attached as Exhibit "B" is a true and correct copy of the document reported on the Georgia Government Transparency and Campaign Finance Commission as the Financial Disclosure Statement of Justice Charles J. Bethel, dated March 9, 2020.

6.

Contained in Exhibit "B" is a report in Section VII of that document indicating the Justice Charles J. Bethel owns stock in Bank of America and owns bonds issued by the Atlanta Downtown Development Authority and the Atlanta Development Authority a/k/a Invest Atlanta.

7.

My research indicates that the Atlanta Downtown Development Authority is a sister entity or affiliated organization of the Atlanta Development Authority a/k/a Invest Atlanta, both of which are instrumentalities of the City of Atlanta.

8.

My research further indicates that the entity Bank of America Merrill Lynch is a subsidiary and an affiliated entity of Bank of America, N.A., a bank holding company.

9.

The document attached as Exhibit "C" is a document I prepared to accurately reflect the contents of information reported on the website of the Georgia Government Transparency and Campaign Finance Commission regarding campaign contributions of the law firms of King & Spalding and Holland & Knight to Justice Charles J. Bethel in the most recent election cycle.

10.

Based on my review of the aforementioned Exhibit documents I have come to the reasonably objective opinion that given Justice Bethel's direct investment in Bank of America and his investment in bonds issued by the Atlanta Development Authority his independence and impartiality in this case might be affected by his financial interest in Bank of America and his investment in financial instruments issued by the Atlanta Development Authority.

11.

I have derived this opinion from the fact that if the claims of the Appellants in this case are sustained, adverse financial consequences will be occasioned to StadCo from the not so inconsequential imposition of relatively substantial ad valorem taxes on its interest in the Mercedes-Benz Stadium.

12.

Both Bank of America and its subsidiary Bank of America Merrill Lynch have a financial interest in StadCo and its interests in the Mercedes-Benz Stadium.

13.

The potential adverse financial consequences of a favorable ruling to the Appellants will affect StadCo's financial status with Bank of America Merrill Lynch.

14.

Justice Bethel has a financial interest in Bank of America and is therefore financially conflicted in this case.

15.

The Atlanta Development Authority a/k/a Invest Atlanta has a financial interest in StadCo and its interests in the Mercedes-Benz Stadium.

16.

Justice Bethel has a financial interest in bonds issued by the Atlanta Development Authority a/k/a Invest Atlanta.

17.

The Atlanta Development Authority a/k/a Invest Atlanta partially financed the construction of the Mercedes-Benz Stadium through the issuance of tax-exempt bonds to which StadCo was the beneficiary.

18.

Justice Bethel owns and has invested in Atlanta Development Authority bonds which might be impaired from the inability of StadCo to fulfill its indemnification obligations to the Atlanta Development Authority under the Indemnification Agreement, a copy of which is attached hereto as Exhibit "A".

19.

Because of his pecuniary interest in Atlanta Development Authority bonds

Justice Bethel is financially conflicted in this case.

20.

Upon information and belief, the Atlanta Falcons Stadium Company, LLC is a current client of both King & Spalding and Holland & Knight.

21.

Both King & Spalding and Holland & Knight have provided legal services to the Atlanta Falcons Stadium Company, LLC on matters which are the subject of this case.

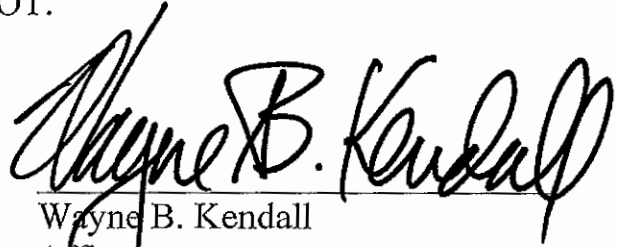
22.

Lawyers from both King and Spalding and Holland & Knight have made financial contributions to the most recent election campaign of Justice Bethel, including a contribution from Robert S. Highsmith, Jr., counsel of record to StadCo. (See Exhibit "C").

23.

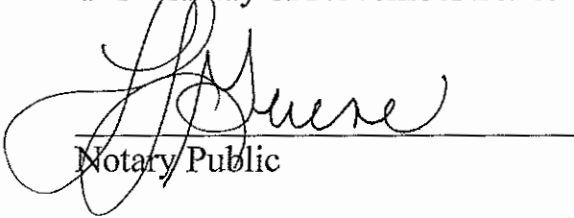
The combination of Justice Bethel having a financial investment in Bank of America; investment in bonds issued by the Atlanta Downtown Development Authority and the City of Atlanta Development Authority and given his receipt of campaign contributions, although relatively de minimis, from King and Spalding and Holland & Knight, there arises the prospect that Justice Bethel's impartiality might reasonably be questioned in this case.

FURTHER AFFIANT SAYETH NOT.



Wayne B. Kendall
Affiant

Sworn to and subscribed before me
this 2nd day of November 2020.


Notary Public



My Commission expires: 6/17/2023

EXHIBIT “A”

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 20th day of November, 2013, by and among ATLANTA FALCONS STADIUM COMPANY, LLC, a Georgia limited liability company ("StadCo"), THE ATLANTA DEVELOPMENT AUTHORITY A/K/A INVEST ATLANTA, a body corporate and politic of the State of Georgia duly created and existing under the laws of said State (the "Invest Atlanta"); and the CITY OF ATLANTA, GEORGIA (the "City") in accordance with the MOU (as defined below).

WITNESSETH

WHEREAS, reference is hereby made to that certain Tri-Party Memorandum of Understanding for a Successor Facility to the Georgia Dome, dated as of April 5, 2013, by and among StadCo, Atlanta Falcons Football Club, LLC, a Georgia limited liability company (the "Club"), Invest Atlanta and the Geo. L. Smith II Georgia World Congress Center Authority (the "GWCCA"), an instrumentality of the State of Georgia and a public corporation (the "MOU"); and

WHEREAS, the Georgia General Assembly has passed legislation, which the Governor signed, authorizing the extension of the designated hotel and motel taxes ("H/MT") generated by the Taxing Jurisdictions, with such H/MT proceeds to be used for, among other things, the development and construction of a successor facility to the Georgia Dome so long as the Taxing Jurisdictions adopt a resolution extending the levy of the tax, the GWCCA makes certain certifications and the GWCCA enters into a long-term agreement with a National Football League franchise to play its home games in such successor facility; and

WHEREAS, the Board of Directors of the Invest Atlanta approved an inducement resolution expressing its intention to proceed with the issuance of its revenue bonds maturing not later than December 31, 2050 and secured by H/MT proceeds (the "H/MT Revenue Bonds"), in an amount anticipated to generate \$200,000,000 of net proceeds to be made available as provided in the MOU; and

WHEREAS, as consideration for Invest Atlanta's commitment to issue the H/MT Revenue Bonds and the Invest Atlanta's undertakings under the MOU, StadCo has agreed to enter into this Agreement; and

WHEREAS, the obligations of StadCo hereunder are guaranteed by Atlanta Falcons Football Club, LLC, pursuant to a Guaranty Agreement; and

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed and do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. General Definitions. In this Agreement, the following terms shall have the following meanings:

“Agreement” shall have the meaning set forth in the preamble.

“City” shall have the meaning set forth in the preamble.

“Claim” shall have the meaning ascribed to such term in Section 2.1 hereof.

“Governmental Authority” means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with any municipality, any state of the United States, the United States, or a foreign entity or government.

“Governmental Claim” shall have the meaning ascribed to such term in Section 2.3(c) hereof.

“H/MT” shall have the meaning set forth in the recitals.

“H/MT Revenue Bonds” shall have the meaning set forth in the recitals.

“Indemnified Liabilities” means any and all liabilities, obligations, losses, damages, judgments, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees (actually incurred) and disbursements of counsel for each Indemnified Party), and any fees or expenses reasonably incurred by any Indemnified Party in enforcing this Agreement), that may be imposed on, incurred by, or asserted against any Indemnified Party after the date hereof, without regard to when a Claim arose.

“Indemnified Party” shall have the meaning ascribed to such term in Section 2.1 hereof.

“Invest Atlanta” shall have the meaning set forth in the preamble.

“MOU” shall have the meaning set forth in the recitals.

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

“StadCo” shall have the meaning set forth in the preamble.

Section 1.2. Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the MOU. References to “Sections” shall be to sections of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

ARTICLE II

INDEMNIFICATION

Section 2.1. StadCo shall indemnify and hold harmless Invest Atlanta and the City and each of their respective officers, partners, directors, agents, employees and attorneys (herein collectively referred to as “Indemnified Parties”, or individually as “Indemnified Party”), against and from any and all Indemnified Liabilities, in any manner caused by, relating to, or arising out of any petition to, litigation or other proceeding instituted by a third party before or by any Governmental Authority (including, a Governmental Claim (as defined herein), collectively a “Claim”) with respect to: (a) any proceeding or effort to enjoin such Indemnified Party’s performance of the MOU or the transactions contemplated thereby; (b) any action, intervention or other challenge to the constitutionality, legality, validity and/or enforceability of (i) the MOU and any Project Documents to which Invest Atlanta or the City are a party (including Invest Atlanta’s agreement to issue the H/MT Revenue Bonds or the use or intended use of the proceeds thereof) or (ii) the H/MT Revenue Bonds, including the use or intended use of the proceeds thereof; and (c) the design, construction, ownership or operation of the NSP arising as a result of Invest Atlanta’s role as the issuer of the H/MT Revenue Bonds or performance of its obligations under the Project Documents.

Section 2.2. Nothing contained herein shall require StadCo to indemnify an Indemnified Party from any liability resulting from the negligence, willful breach of the Project Documents or willful misconduct of such Indemnified Party.

Section 2.3.

(a) In the event of any Claim in the nature described in Section 2.1 hereof, any involved Indemnified Party shall promptly notify StadCo in writing and deliver to StadCo a copy of any summons or other process, pleading or notice issued or served in connection therewith; provided, that the failure to give any such notice shall not affect the right of any Indemnified Party to receive the indemnification provided in Section 2.1 hereof, except to the extent such failure adversely affected the interests of StadCo or its ability to defend the Claim.

(b) In case any Claim (other than a Governmental Claim) is brought against any Indemnified Party, and it notifies StadCo of the commencement thereof, StadCo will be entitled to participate in, and, to the extent that it chooses so to do, to assume the defense thereof (including the employment of counsel reasonably satisfactory to such Indemnified Party), and shall assume the payment of all fees and expenses relating to such defense and shall have the right to settle any such Claim at its sole cost and expense and without the imposition of any equitable remedies on the Indemnified Parties. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in connection with any such claim or action and to participate in the defense thereof, but after notice from StadCo to such Indemnified Party of its election to assume the defense thereof, the fees and expenses of such separate counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by StadCo. StadCo shall not be liable for any settlement of any Claim effected without its consent, but if settled with the consent of StadCo or if there is a final judgment for the plaintiff in any such Claim, StadCo will be responsible for any liability by reason of such settlement or judgment. StadCo shall not, without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed, consent to the entry of a judgment against an Indemnified Party or enter into any settlement or compromise which (i) includes an admission of fault of the Indemnified Party, (ii) does not include, as an unconditional term thereof, the full release of the Indemnified Party from all liability in respect of such Claim or (iii) would impose any expense, fine, penalty or liability on the Indemnified Party that is not immediately paid in full by the Indemnifying Party.

(c) To the extent any Claim is brought against the City or Invest Atlanta arising out of matters of municipal law, including specifically, but without limitation, matters related to the enforceability of the EBO Plan (as defined in the MOU), the judicial validation of the H/MT Revenue Bonds, the construction of the Georgia Constitution or a Georgia law (as applied to the City or Invest Atlanta), the City's municipal charter or the development authorities law, the enforceability or judicial validation of any governmental approval by the City (including any of its agencies and departments) and Invest Atlanta, and the legality or enforceability of any ordinance, resolution or other action (collectively, a "Governmental Claim"), the City or Invest Atlanta, as applicable, shall have the unconditional and sole right in the case of such Governmental Claim to (i) control the investigation, defense, and response to the action, proceeding or intervention and (ii) employ legal counsel of its choice for such purposes. StadCo will have the right to engage its own counsel in connection with any Governmental Claim. During the pendency of any Governmental Claim, the City and Invest Atlanta shall consult on a regular basis with StadCo's counsel regarding the defense of any Governmental Claim in order to optimize efficiency, provided that neither StadCo, nor its counsel has authority to direct the defense of a Governmental Claim. In addition, legal counsel for the City, Invest Atlanta and StadCo shall, to the fullest extent allowed under the City's municipal charter and the State Bar of Georgia's Rules of Professional Conduct, cooperate and collaborate in the formulation of a defense strategy and negotiation of any third-party settlement offer under the "common interest" or "joint defense" doctrine (as applicable). To the extent resolution of a Governmental Claim requires a settlement payment to a third-party, counsel for StadCo, the City and Invest Atlanta shall reasonably and jointly determine such amount, which shall be recommended to, and subject to the prior approval of, the City Attorney and/or Invest Atlanta's General Counsel, as applicable. StadCo will not be liable to Invest Atlanta or the City for indemnification under this Agreement for amounts payable to third-parties with respect to (and will not be bound by) any

monetary settlement of a Governmental Claim without StadCo's consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided this sentence is not intended to limit in any manner the authority of the City or Invest Atlanta to settle any Governmental Claim with respect to the City and Invest Atlanta.

Section 2.4. The obligations of StadCo under this Agreement shall be absolute, unconditional, continuing and irrevocable and shall remain in full force and effect until the entire principal of, redemption premium (if any) and interest on the H/MT Revenue Bonds and all other amounts payable pursuant to the terms of the Indenture of Trust shall have been paid or shall be deemed to have been paid in accordance with the terms thereof.

ARTICLE III

WAIVERS, AMENDMENTS AND MISCELLANEOUS

Section 3.1. Waivers, Amendments and Modifications. The Indemnified Parties may, but shall have no obligation to, execute amendments, modifications or waivers hereto. Any amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose described therein. No amendment, modification or waiver of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Indemnified Parties.

Section 3.2. Representations and Warranties. StadCo represents and warrants to the Indemnified Parties that (a) any and all acts necessary to authorize StadCo's entry into and performance under this Agreement have been taken, and (b) StadCo has appointed an agent for service of process in Fulton County, Georgia.

Section 3.3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted solely according to the laws of the State of Georgia.

Section 3.4. Consent to Exclusive Jurisdiction and Venue. Any civil suit or action brought by or against StadCo as a result of, arising out of, or relating to its respective obligations under this Agreement shall be filed solely in a state or federal court in Fulton County, Georgia.

Section 3.5. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement, and supersedes all prior agreements, both written and oral, between the parties with respect to the subject matter hereof and may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 3.6. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 3.7. Notices. Any notice or notices which may be or are required to be given respecting any matter pertaining to this Agreement shall be in writing and shall be deemed to

have been given when delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) if to StadCo:

Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attn: Richard J. McKay
E-mail: rmckay@falcons.nfl.com

with a concurrent copy to:

King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Attn: Michael J. Egan
E-mail: megan@kslaw.com

(b) if to Invest Atlanta:

Invest Atlanta
133 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Brian McGowan
E-mail: bmcgowan@investatlanta.com

with concurrent copies to:

Invest Atlanta
133 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Rosalind Rubens Newell, Esq.
E-mail: rnewell@investatlanta.com

and

Hunton & Williams LLP
Bank of American Plaza, Suite 4100
600 Peachtree Street
Attn: Douglass P. Selby
E-mail: dselby@hunton.com

(c) if to the City:

City of Atlanta, Georgia
Office of the Mayor
55 Trinity Avenue

Atlanta, GA 30303
Attention: Ms. Duriya Farooqui, Chief Operating Officer
Email: dfarooqui@atlantaga.gov

with a concurrent copy to:


City of Atlanta, Georgia
55 Trinity Avenue
Atlanta, GA 30303
Attention: Cathy D. Hampton, Esq., City Attorney
Email: cathyhampton@atlantaga.gov

or to such other address with respect to either party as such party shall notify the other in writing. Any party may, by written notice given hereunder, designate any further or different address to which subsequent notices or other communications shall be sent and to whose attention the same shall be directed.

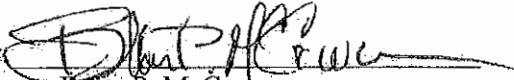
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ATLANTA FALCONS STADIUM COMPANY,
LLC

By: 
Name: Richard J. McKay
Title: CEO

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

pen By 
Name: Brian P. McGowan
Title: President & CEO

CITY OF ATLANTA

By: 

Name: Kasim Reed

Title: Mayor

[Signature Page to IA Indemnification Agreement]

EXHIBIT “B”

**STATE OF GEORGIA
FINANCIAL DISCLOSURE STATEMENT**

Original Statement

Date of this Statement: **03/09/2020** Covering Calendar Year: **2019**

Name of Public Officer or Candidate: **CHARLES JONES BETHEL**

Mailing Address: **1701 BRIARCLIFF CIRCLE DALTON, GA 30720**

Telephone Number: **(706) 270-1685** Telephone Number:

2019 - Financial Disclosure Statement -- Appointed Public Officer

**Electronically filed with the Georgia Government Transparency
and Campaign Finance Commission on 3/9/2020 4:54:36PM**

Confirmation #F201000354041456

The electronic filing of this document constitutes an affirmation that the statement is true, complete, and correct. As per modifications of the Ethics in Government Act, filing a separate notarized affidavit is no longer required. See O.C.G.A. §§ 21-5-34.1(e) and 21-5-50(e).

SECTION I

MONETARY FEES RECEIVED

(This section to be completed by Public Officers only)

Identify each monetary fee or honorarium accepted from speaking engagements, participation in seminars, discussion panels, or other activities that directly relate to the official duties of, or to the office of the public officer, with a statement identifying the fee or honorarium and the person or entity from whom it was accepted.

Identify Fee or Honorarium	Amount Accepted	Identifying Information of of Person or Entity from Whom Accepted
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No monetary fee or honorarium.

SECTION II

FIDUCIARY POSITIONS

Name all fiduciary positions held by the candidate for public office or the public officer at any time during the covered year.. (You may expand this section if necessary to include all positions.) A **fiduciary position** is any position imposing a duty to act primarily for another’s benefit as officer, director, manager, partner, guardian, or other designations of general responsibility of a business entity. A fiduciary position may be a **paid or unpaid position**. A **business entity** is any corporation, sole proprietorship, partnership, limited partnership, limited liability company, limited liability partnership, professional corporation, enterprise, franchise, association, trust, joint venture, or other entity, whether **profit or nonprofit**.

Title of Position	Name, address, and principal activity of business entity
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No fiduciary positions in any business entity.

SECTION III

DIRECT OWNERSHIP INTERESTS IN BUSINESS ENTITY

Direct ownership interest is the holding or possession of good legal or rightful title of property or the holding or enjoyment of real or beneficial use of the property by any person and includes any interest owned **or** held by a spouse of the person if such interest is held jointly or as tenants in common between the person and spouse.

Identify the name, address and principal activity of any business entity and the office held by and the duties of the candidate for public office or public officer within a business entity any time during the covered year in which a direct ownership interest: (A) Is more than 5 percent of the total interest in the business; or (B) Has a net fair market value of more than \$5,000.00.

Name, address, and principal activity of business entity	Office held by candidate or public officer Duties of the candidate or public officer	Ownership Interests
Bethel Holding Company 622 S. Thornton Avenue Dalton, GA 30720 Family Farming	Partner Partner	Ownership interest is more than 5% and has a net fair market value of more than \$5,000.00.
Bethel Partners, LLC 615 Valley Drive Dalton, Ga. 30720 Farming	Member Co-owner	Ownership interest is more than 5% and has a net fair market value of more than \$5,000.00.
Hardball Chattanooga, LLC 984 Foxcroft Road Atlanta, GA 3027 Organized to own a professional baseball franchise	Investor Organized to own a professional baseball franchise	Ownership interest has a net fair market value of more than \$5,000.00

**SECTION IV
DIRECT OWNERSHIP INTERESTS IN REAL PROPERTY**

Direct ownership interest is the holding or possession of good legal or rightful title of property or the holding or enjoyment of real or beneficial use of the property by any person and includes any interest owned or held by a spouse of the person if such interest is held jointly or as tenants in common between the person and spouse.

Identify each tract of real property in which the candidate for public office or public officer has a direct ownership interest as of December 31 of the covered year when that interest has a fair market value in excess of \$5,000.00. "Fair market" value means the appraised value of the property for ad valorem tax purposes. Check one box to show the applicable valuation range for each tract.

County and State where property is located	General description of property (give street address or location, size of tract, and nature or use of property)	Value of tract
Whitfield, GA	1701 Briarcliff Circle Dalton, GA 30720 This is our family home on about 1 acre.	More than \$200,000

**SECTION V
SPOUSE'S DIRECT OWNERSHIP INTERESTS IN REAL PROPERTY**

Identify each tract of real property in which the filer's spouse has a direct ownership interest as of December 31 of the covered year when that interest has a fair market value in excess of \$5,000.00. Check one box to show the applicable valuation range for each tract.

County and State where property is located	General description of property (give street address or location, size of tract, and nature or use of property)	Value of tract
Whitfield, GA	1701 Briarcliff Circle Dalton, GA 30720 This is our family home on about one acre.	More than \$200,000

SECTION VI
EMPLOYMENT AND FAMILY MEMBERS

Filer's Occupation: Supreme Court Justice

Filer's Employer: Supreme Court of Georgia

Employer's Address: 244 Washington Street Room 572, Atlanta GA 30334

Employer's Principal Activity: Justice for Supreme Court

Filer's Secondary Occupation:

Filer's Secondary Employer:

Employer's Secondary Address:

Employer's Secondary Principal Activity:

Filer's Spouse's Name: Lynsey N. Bethel

Spouse's Occupation: Pharmacist

Spouse's Employer: None

Spouse's Employer's Address: None

Spouse's Employer Principal Activity: None

Spouse's Secondary Occupation:

Spouse's Secondary Employer:

Spouse's Secondary Employer's Address:

Spouse's Secondary Employer's

Principal Activity:

**SECTION VII
INVESTMENT INTERESTS**

List the name of any business or subsidiary thereof or investment in which the filer (either individually or with any other legal or natural person or entity) owns a direct ownership interest that: (1) is more than 5 percent of the total interests in such business or investment, or (2) has a net fair market value of more than \$5,000.00. (Do not list individual stocks and bonds that are held by mutual funds.)

Business or Investment Entity Name

Atlanta Downtown Development Authority Bond

Atlanta Georgia Dev. Auth. Student HS Bond

Bank of America Corp.

Barclays Treasury Inflation Protected Securities Fund

Blackrock Fixed Income Value Opportunities Fund

Blackstone Energy PRN ON CLA

Bleckley-Cochran Development Authority Bond

Calamos Market Neutral Inc.

Coca-Cola Company

Coweta County Georgia Dev. Auth. Bond

Dominion Resources Inc.

Exxon Mobil Corp.

Fulton County GA. Dev. Auth. Bond

General Electric Co.

Georgia Municipal Electric Authority Rev. Bond

IBM Corp.

Intel Corp

Invesco Premier Inst.

Janus Venture I

Johnson & Johnson

Legg Mason Clearbridge Aggressive Growth Fund Class C

Lowndea County Public Facilities Authority Bond

MFF Orion A

Nuveen Georgia Dividend Advantage Municipal Fund 2

Orion Futures Fund, L.P.

Proctor & Gamble Co.

Royal Dutch Shell PLC

Russell 1000 Growth Index Fund

Russell 1000 Value Index Fund

Russell 2000 Growth Index Fund

Russell 2000 Value Index Fund

Russell Midcap Growth Index Fund

Russell Midcap Value Index Fund

Southern Company

Van Kampen Mid-Cap Growth Fund Class C

Vanguard Emerging Markets ETF

Vanguard European ETF

Vanguard FTSE Developed Markets ETF

Vanguard Growth ETF

Vanguard International Equity Index Fund Vanguard Pacific ETF

Vanguard REIT ETF

Vanguard Total Bond Market ETF

Western Asset Municipal Money Market Fund Class A

SECTION VIII

KNOWN BUSINESS OR INVESTMENT INTERESTS OF SPOUSE AND DEPENDENT CHILDREN

Identify any business or investment known to the filer in which the filer’s spouse or dependent children have a direct ownership interest (either individually or with any other legal or natural person or entity) which interest: (1) is more than 5 percent of the total interest in the business or investment, (2) has a net fair market value exceeding \$10,000.00, or (3) is one in an entity for which the filer’s spouse or a dependent child serves as an officer, director, equitable partner, or trustee. (Do not list individual stocks and bonds that are held by mutual funds.)

- a. Name of Business or Investment Entity,**
- b. Ownership (spouse/dependent children),**
- c. Indicate if officer, director, equitable partner, or trustee (where applicable)**

Bethel Holding Company
Lynsey-Spouse
Partner

SECTION IX

**ANNUAL PAYMENTS RECEIVED
FROM THE STATE OF GEORGIA**

(This section to be completed by Public Officers only)

Identify all annual payments in excess of \$10,000.00 received by the public officer, or by any business entity identified in Section III above, from the State or any agency, department, commission or authority created by the State, and authorized and exempted from disclosure under O.C.G.A. § 45-10-25.

Name, address of state entity making payment, and general nature of the consideration for the payment	Amount of annual payment
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No annual payments in excess of \$10,000.00 from any State entity.

EXHIBIT “C”

Campaign Contributions to Charles J. Bethel from
Holland Knight and King Spalding

	Last Name	First Name	Occupation	Employer	Date	Election	Year	Cash Amount	In Kind	First Name/Middle Name	Last Name
1	McDonald	Letitia	Attorney	King and Spalding	4/30/2020 0:00	General	2020	\$250.00	\$0.00	Charles	Jones Bethel
2	Highsmith	Robert	Lawyer	Holland & Knight LLP	6/3/2020 0:00	General	2020	\$500.00	\$0.00	Charles	Jones Bethel
3	Persons	W Ray	Lawyer	King & Spalding	6/5/2020 0:00	General	2020	\$500.00	\$0.00	Charles	Jones Bethel
TOTAL								\$1,250.00	\$0.00		