

EXHIBIT

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October 21, 2009

FEDERAL EXPRESS and FACSIMILE

Mr. George Garcy
EZ Media, Inc.
56 Beaver Street , Suite 201
New York, NY 10004

Norman Friedland
5608 PGA Blvd
Palm Gardens, FL 33418
Fax (561) 626-3235

Re: Past Due Payments For License and Sponsorship Agreement With Atlanta Braves

Dear Mr. Garcy:

The law firm of Taylor English Duma, LLP represents the Atlanta National League Baseball Club, Inc. ("Braves").

In March 2006, EZ Media and Atlas Carrier (collectively "EZ Media") entered into a License and Sponsorship Agreement ("Sponsorship Agreement") with the Atlanta Braves, a copy of which is enclosed. Pursuant to that Sponsorship Agreement, EZ Media agreed to pay the Braves for certain sponsorship and advertising rights with the Atlanta Braves. Indeed, the Sponsorship Agreement provided that EZ Media would pay the Atlanta Braves under the following schedule:

1. For Year One, Forty-Thousand dollars (\$40,000.00);
2. For Year Two, Forty-Five Thousand dollars (\$45,000.00); and
3. For Year Three, Fifty Thousand dollars (\$50,000.00)

The Atlanta Braves invoiced EZ Media for its first payment of \$40,000.00, and EZ Media made a single \$40,000.00 payment to the Atlanta Braves. EZ Media has failed to make the year Two and year Three final payments totaling \$95,000.00. EZ Media's failure to pay the remaining money due under the Sponsorship Agreement is the subject of this demand letter. Moreover, pursuant to Provision Three (3) of the Sponsorship Agreement, "[i]nterest shall accrue at the rate of one and one-half percent (1.5%) per month on the balance of any Sponsorship Fees that are not made within five (5) days after the due date.

Taylor English Duma LLP

1600 Parkwood Circle, Suite 400 Atlanta, Georgia 30339 p 770.434.6868 f 770.434.7376

As you are well aware, the Atlanta Braves have made repeated attempts to collect the final two years of sponsorship proceeds under the Sponsorship Agreement. Indeed, the Braves have contacted you either via telephone and/or correspondence in the following months: May 2008, June 2008, July 2008, September 2008, October 2008, March 2009, April 2009, May 2009, June 2009, June 2009, and July 2009; the Atlanta Braves have been very patient with EZ Media's failure to pay under the Agreement, but they are no longer willing to entertain any further delays.

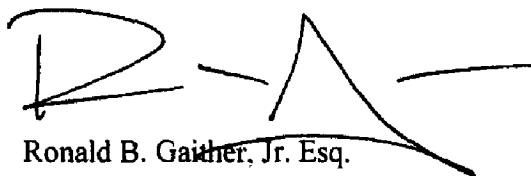
On April 14, 2009, the Braves representative spoke with you regarding EZ Media's delinquent account, you indicated that EZ Media owes the debt and that you would become current on the outstanding invoices by May 2009. As of the date of this letter, EZ Media is not current with the Atlanta Braves and the outstanding amount owed is \$95,000.00 (minus interest per the Sponsorship Agreement).

The Atlanta Braves hereby demands that EZ Media satisfy the outstanding invoices within ten (10) days of the date of this letter. Such reimbursement should be made by wire transfer and received by the Braves before the expiration of the ten (10) day period. If the Braves do not receive payment for all of its Invoices within such ten (10) day period, it intends to file suit against EZ Media for its breach of the Sponsorship Agreement. If the Braves are forced to file suit to recover the outstanding amounts owed, it will also seek to recover its attorneys' fees and costs, and any and all other damages allowed by law.

If you would like to discuss this matter further, please contact me promptly at the address or telephone number listed above.

The Atlanta Braves expressly reserves any and all rights and remedies it may have at law or in equity pertaining to this matter.

Sincerely,



Ronald B. Gaither, Jr. Esq.

Enclosures



ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.
LICENSE AND SPONSORSHIP AGREEMENT

ANLBC

Atlanta National League Baseball Club, Inc
755 Hank Aaron Drive
Atlanta, Georgia 30315
Attn: Jim Allen

SPONSOR

Ez-Media, Inc
56 Beaver Street, Suite 201
New York, NY 10004
Attn: George Garcy

THIS LICENSE AND SPONSORSHIP AGREEMENT is made as of March 13, 2006, between ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC. ("ANLBC") and EZ-MEDIA, INC. on behalf of their client Atlas Carrier ("Sponsor") with respect to the purchase of certain sponsorship and advertising rights from ANLBC.

WHEREAS, ANLBC is the owner of the Atlanta Braves ("Braves"), a professional Major League Baseball ("MLB") team, and

WHEREAS, ANLBC and Sponsor desire to enter into an agreement under which ANLBC will provide promotional benefits to the Sponsor in exchange for sponsorship fees and other consideration,

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sponsorship Benefits.** In consideration of the Sponsorship Fees and other promises contained herein, during the Term, Sponsor shall receive the benefits set forth on Exhibit A (attached hereto).

2. **Term:** The "Term" of this Agreement shall be for the 2006 through the 2008 Major League Baseball regular season, subject, however, to earlier termination as provided herein.

3. **Consideration:** In consideration of the Benefits provided to Sponsor pursuant to the terms of this Agreement, during each year of the Term, Sponsor agrees to pay ANLBC an annual "Sponsorship Fee" in the following amounts: for Year One (1) Forty Thousand and No/100 Dollars (\$40,000.00); for Year Two (2) Forty-Five Thousand and No/100 (\$45,000.00), and for year Three (3) Fifty Thousand and No/100 (\$50,000.00). The Sponsorship Fee for each year shall be paid on or before the First day of May by company check. Sponsor shall make Sponsorship Fee payment to ANLBC by wire transfer or otherwise, so long as said fee is paid in immediately available funds. Interest shall accrue at the rate of one and one-half percent (1.5%) per month on the balance of any Sponsorship Fees that are not made within five (5) days after the date due. Sponsor shall be responsible for and shall pay any and all taxes, including sales taxes, imposed as a result of any payments made to ANLBC or otherwise pursuant to the terms of this Agreement, other than income taxes imposed upon ANLBC.

4. **Standard Terms:** This Agreement is subject to the above terms and the attached Sponsorship Agreement Terms (collectively, "Sponsorship Agreement Terms") as well as subject to the Standard Terms and Conditions and Exhibit A each of which are also attached hereto and incorporated herein by reference. These Sponsorship Agreement Terms, the Standard Terms and Conditions and Exhibit A shall collectively be referred to herein as the "Agreement." If any of the Sponsorship Agreement Terms conflict with the Standard Terms and Conditions and/or Exhibit A, then the Sponsorship Agreement Terms shall control.

IN WITNESS WHEREOF, ANLBC and Sponsor have executed this Agreement as of the date specified above.

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.

EZ-MEDIA, INC. on behalf of It's Client Atlas Carriers

By: [Signature]

By: [Signature]

Its: Sr. Director of Corporate Sales

Its: PRESIDENT

LICENSE AND SPONSORSHIP AGREEMENT TERMS

1. **Definitions.** For the purposes of this Agreement, the following definitions shall apply:

- (a) "**AFCRA**" shall mean the Atlanta Fulton County Recreation Authority
- (b) "**Affiliate**" shall mean with respect to any entity, any person or entity controlling, controlled by or under common control with such entity
- (c) "**Applicable Laws**" shall mean any and all international, federal, state or local statutes, laws, rules, ordinances, pronouncements, directives, codes and regulations of any nature as they presently exist or as they will exist in the future, including any modifications or amendments
- (d) "**ANLBC Marks**" or "**Braves Marks**" shall mean the (i) the Braves Script and Tomahawk; (ii) the Braves "A"; (iii) the Turner Field logo; and (iv) any other of ANLBC's copyrights and Marks (as defined herein) identified in writing to Sponsor.
- (e) "**Home Territory**" or "**Territory**" shall mean the home territory of the Braves as established and amended by MLB from time to time, the current configuration of which includes the following areas: Georgia, Alabama, Tennessee, South Carolina, Western North Carolina including Winston Salem, Greensboro and Charlotte, and Mississippi except for Mobile, AL - Pensacola, Florida ADI County of George. ANLBC shall notify Sponsor of any change in the Territory as soon as reasonably possible, and to the extent that the Territory is diminished in scope, Sponsor will immediately cease any ANLBC-related activity outside the reconfigured Territory.
- (f) "**Marks**" shall mean service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia or source, sponsorship or affiliation.
- (g) "**Person**" shall mean any natural person, or corporation, partnership, limited partnership, trust, unincorporated association, or other form of business organization.
- (h) "**Sponsor Marks**" shall mean Sponsor's copyrights, service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia, and identifications.

2. **Commercial Materials.** All commercial materials for print, video and radio spots being provided to Sponsor shall be furnished to ANLBC and delivered to it at Sponsor's expense. Such materials, together with any instructions pertaining thereto, shall be delivered not less than seven (7) business days in advance of the scheduled broadcast or publishing. All materials furnished shall not be contrary to the public interest, shall adhere to any policies or guidelines of the applicable networks/publications, shall conform to ANLBC's prior, written approval and continuing right to reject, suspend the airing/publication of or require editing of such materials. Sponsor represents and warrants, and takes full responsibility to ensure that all commercial materials (a) will comply with all Applicable Laws; (b) are accurate and that all claims contained therein have been substantiated, and (c) have been cleared for the uses contemplated hereunder including, without limitation, with respect to all music licenses and all payments which may be owed to any guilds, unions, or other third parties having any rights pertaining to the commercial materials. Without limiting the foregoing, Sponsor agrees, represents, and warrants that it shall secure any and all clearances, permissions, approvals, authorizations, rights and licenses necessary for the telecast/publication of all elements contained in the commercial materials for uses of all types in all geographical areas. ANLBC shall not be liable for loss or damage to such commercial materials, except in the case such loss or damage is solely a result of ANLBC's gross negligence or willful misconduct.

3. **Turner Field Signage.**

- (a) **Restrictions.** The location, design, content, format and size of all of the advertisements described in Exhibit A shall be in keeping with the aesthetics of Turner Field and will be otherwise subject to the prior reasonable approval of ANLBC. All advertising and signage may only be utilized by Sponsor to advertise and promote its services (as approved by ANLBC) and may not pass-through any such opportunities to its Affiliates or other third parties. The advertisements shall not involve any written, graphic or other material which is of poor taste or otherwise in the image and interests of ANLBC as determined in ANLBC's sole and reasonable discretion.
- (b) **Installation/Production.** Sponsor will pay the cost of the production and installation of such advertisements.
- (c) **Change/End of Term.** In the event Sponsor desires to change its signage, or such signage becomes worn or deteriorated as reasonably determined by ANLBC, Sponsor shall submit its proposed copy of any replacement signage to ANLBC for approval and shall be responsible for charges, costs and expenses in connection with affixing the replacement to the signage space.
- (d) **Exceptions.** The fixed signs will remain in place during all events at Turner Field, except to the extent that the signs may be temporarily covered or temporarily removed during an event because of the nature of the event (e.g., religious events, private banquets, concerts and amateur sporting events, or if such advertising is prohibited by Applicable Laws or by the organizers of such events) or the staging of the event. ANLBC will have the right to change the nature and location of the signs in connection with any renovation, alteration or repairs of Turner Field, as long as Sponsor receives equivalent exposure both before and after any such renovations, alterations or repairs. Sponsor further acknowledges that ANLBC may book and stage concerts or other events at or around Turner Field which are title sponsored by any third party, and it is understanding that the promoter of such concerts or events may allow temporary third party advertising on or around the stage or playing surface and throughout the concourses that may block or replace Sponsor's signage.

4. **Marks.**

- (a) **Braves Marks.** Any Braves Marks shall remain the property of ANLBC. Any and all rights in all Braves Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of ANLBC. Sponsor agrees that nothing in this Agreement shall give Sponsor any right, title or interest in any Braves Marks and nothing contained herein shall be construed as an assignment or grant to Sponsor of any right, title or interest in or to such Braves Marks.
- (b) **Sponsor Marks.** Sponsor's Marks shall remain the property of Sponsor. Any and all rights in the Sponsor Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of Sponsor. Except as set forth herein, ANLBC may not use any Sponsor Marks without Sponsor's prior written consent. ANLBC agrees that nothing in this Agreement shall give ANLBC any right, title or interest in the Sponsor Marks other than the right to use the Sponsor Marks in accordance with this Agreement and nothing contained herein shall be construed as an assignment or grant to ANLBC of any right, title or interest in or to the Sponsor Marks, other than the limited license to use the Sponsor Marks solely in accordance with the terms of this Agreement.

5. **Substitution of Unavailable Sponsorship Benefits.** Sponsor and ANLBC acknowledge and agree that, due to possible circumstances beyond the control of either Sponsor or ANLBC or any MLB Documents or Turner Field or AFCRA regulations or changes in any Applicable Law, it may be or become impossible or impractical to provide one or more of the sponsorship Benefits contemplated by this Agreement ("Unavailable Benefit"). In the event of an Unavailable Benefit, such event shall not be deemed a breach of this Agreement and Sponsor and ANLBC shall

cooperate in good faith so that the rights and obligations of the parties may be fulfilled by rescheduling, substituting, or providing alternate performances of comparable value ("Make Goods").

6. **Promotions.**

(a) **Generally.** To the extent described on Exhibit A of the Agreement, Sponsor will have the right and obligation to organize, market, advertise, promote, stage, and take any and all other action which is necessary to carry out the promotion ("Promotion") set forth in Exhibit A. Sponsor hereby acknowledges and agrees that ANLBC shall have no obligations arising from the Promotion whatsoever, except for such obligations specifically described herein, and all costs and expenses relating to the Promotions are the responsibility of Sponsor unless otherwise stated in Exhibit A. The form, content and presentation of each Promotion shall be approved by ANLBC in its sole discretion and may be subject to certain MLB Documents and any rules and policies of Turner Field (or other location in which any Promotion may be held or presented).

(b) **Rules of Promotion.** Sponsor shall submit to ANLBC all terms and rules (the "Rules of Promotion") of each Promotion at least fifteen (15) days prior to the proposed beginning of such Promotion. ANLBC shall have the right to reasonably approve or reject the Promotion and or the Rules of Promotion and shall notify Sponsor of its acceptance or rejection within a reasonable time prior to the proposed beginning of such Promotion. Once a Promotion is approved by ANLBC hereunder, Sponsor hereby covenants and agrees to comply with all of such Rules of Promotion, and shall not change such Rules of Promotion or deviate from such Rules of Promotion without the consent of the ANLBC. ANLBC's review and approval or disapproval of such Rules shall in no way affect Sponsor's indemnification obligations hereunder and to negate the indemnity being provided to ANLBC by Sponsor hereunder.

(c) **Applicable Law/Releases.** Sponsor hereby represents and warrants that the Promotion and all of its Rules of Promotion comply with all Applicable Laws (including, without limitation, the laws in the Home Territory regarding lotteries and sweepstakes). If applicable, Sponsor will obtain a Release and Waiver of Claim from all participants in the Promotion, on forms provided or approved by ANLBC and, if applicable, an Acknowledgment of Taxation on Value of Prize, on forms provided or approved by ANLBC.

(d) **Indemnification/Release Of Liability.** Sponsor hereby agrees to indemnify, defend and hold harmless ANLBC, Time Warner Inc., Turner Broadcasting System, Inc., AFCRA, Aramark Sports Entertainment Services, Inc., Aramark Venue Services, Inc. and Imperial Parking, Inc., AmeriPark, Inc. and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, shareholders, agents and employees, including, without limitation, independent contractors (collectively, the "ANLBC Indemnitees") from and against all actions, suits, proceedings, judgments, settlements, demands, claims, damages, liabilities, losses or expenses whatsoever including, but not limited to, lost profits, reasonable attorneys fees, allocable costs of in-house counsel and court costs, whether fixed or contingent, actual or threatened, known or unknown, false or fraudulent, caused by, resulting from or in connection with (a) any personal injury, bodily injury, death or property damage associated with the Promotion or items provided by Sponsor hereunder; (b) any defect in or other problem with any item distributed by Sponsor in connection with the Promotion or this Agreement; (c) any negligent or grossly negligent action, inaction, omission or intentional misconduct of Sponsor; (d) any conduct or activities of Sponsor which violates any Applicable Laws; (e) any breach, alleged breach or misrepresentation of any term, covenant, condition, or warranty contained in this Agreement by Sponsor; or (f) any unauthorized use of any patent, design, Mark, process, product, idea, method, copyright, intellectual property or device by Sponsor in connection with the Promotion or this Agreement. For the purposes of this indemnity provision, the term "Sponsor" shall be defined to expressly include Sponsor, its employees, directors, officers, agents, assignees, designees and/or contractors.

(e) **Insurance.** Throughout the Term of this Agreement (including any extensions thereof), Sponsor shall provide and maintain in full force and effect, at its expense, such insurance coverages which shall protect Sponsor and the ANLBC Indemnitees as may be reasonably required by ANLBC and provide ANLBC with written proof of same.

STANDARD TERMS AND CONDITIONS

1. **Termination of Agreement.** This Agreement may be terminated by ANLBC if Sponsor materially breaches this Agreement and fails to cure such breach pursuant to the terms of this Section. If ANLBC believes that a breach of this Agreement has occurred, it shall provide Sponsor with written notice of the breach, including specific details regarding the nature of the breach. ANLBC's obligations under this Agreement and the underlying sponsorship benefits provided to Sponsor hereunder) shall be suspended when such notice is provided and will not be resumed until the breach is cured. However, all payments under this Agreement, which were due before or on the date of receipt of the written notice of termination, shall be made. If Sponsor does not cure the breach within thirty (30) days of receipt of notice of the breach, then ANLBC may provide Sponsor with written notice of the termination of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated immediately by ANLBC: (a) any petition is filed by or against Sponsor under any bankruptcy law or any other applicable insolvency or other similar law and such petition is not dismissed within twenty (20) days after the date of such filing; (b) Sponsor becomes insolvent or transfers property to defraud creditors; (c) Sponsor shall make an assignment for the benefit of creditors; or (d) if a receiver is appointed for any of the assets of Sponsor. In the event ANLBC elects to terminate this Agreement pursuant to this Section, written notice of termination shall be given to Sponsor, and ANLBC shall have the right to take such action as is necessary to remove Sponsor's presence from Turner Field immediately. Upon the early termination of this Agreement by ANLBC pursuant to this Section, Sponsor shall be obligated to immediately make payment to ANLBC the full amount of all outstanding and unpaid Sponsorship Fees owing to ANLBC hereunder through the end of the Term.

2. **Governing Law/Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties agree that the federal and state courts in the State of Georgia shall have personal jurisdiction over the parties with respect to, and that venue shall be proper in such courts with respect to, and that such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

3. **Turner Field Operating Agreement.** This Agreement is subject and subordinate to the terms and conditions of the Operating Agreement dated as of March 16, 1993 by and among ANLBC, The City of Atlanta and AFCRA.

4. **MLB Documents.** Notwithstanding any other provision of this Agreement:

(a) This Agreement and the rights, exclusivities (if any) and protections granted by ANLBC to Sponsor hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and of the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, the American and National Leagues of Professional Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., Baseball Television, Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. ("MLBAM"), MLB Media Holdings, Inc., MLB Media Holdings, L.P., MLB Online Service, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to licensing, exhibition, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by ANLBC with the other Major League Baseball Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines entered into by the Major League Baseball Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.

(b) The territory within which Sponsor is granted rights hereunder cannot extend beyond the Home Territory of ANLBC, as established and amended from time to time pursuant to the MLB Documents. Nothing herein shall be construed as conferring on Sponsor rights in areas outside of the ANLBC Home Territory.

(c) In addition to its other termination rights herein, ANLBC shall have the right, at no cost or liability to it or any other club or MLB Entity, to terminate this Agreement at any time Sponsor breaches its obligations under Section 4(a) or 4(b) above. The right to terminate shall be exercisable by delivering written notice to Sponsor within 30 days after ANLBC obtains actual knowledge that such breach or retransmission has occurred and the effective date of such termination shall be no more than 30 days after the date such notice is given, as specified by ANLBC in such notice.

(d) Any right or obligation in this Agreement involving "Interactive Media," must be approved in writing by MLBAM prior to ANLBC's execution of this Agreement. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or computer network; (ii) any interactive wireless service, including any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

5. **Representations and Warranties.** Each party represents and warrants to the other party that (a) it has the full power and authority to enter into and perform this Agreement; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of its part; (c) this Agreement has been duly executed and delivered on behalf of such party and is the valid and binding obligation of such party enforceable against such party in accordance with its terms; (d) the entering into and performance by such party of this Agreement will not breach or violate any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which such party is a party or by which its assets or properties are bound; and (e) it shall comply with all Applicable Laws at all times during the Term of this Agreement.

6. **Assignment.** This Agreement is personal to Sponsor. Sponsor will not have the right to assign (whether by merger, stock or asset sale, or other similar reorganization or re-capitalization) any of its rights, benefits, licenses, or other opportunities or assign or delegate any of its duties hereunder, in whole or in part, without the prior, written approval of ANLBC and any attempted assignment in contravention of this provision shall be null and void and of no force or effect. The parties further acknowledge and agree that in a bankruptcy context this Agreement is a license of the type described by Section 365(e)(1) of the Bankruptcy Code and may not be assigned without prior written consent of ANLBC.

7. **Relationship of the Parties.** The relationship of Sponsor and ANLBC under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership,

or any other relationship other than that of independent contractors. Sponsor and ANLBC acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

8. **Force Majeure.** Neither party shall be in breach of this Agreement in the event of non-performance due to an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, a day of national mourning, emergency or other circumstance or event beyond the control of the parties to this Agreement, including, without limitation, labor disputes involving MLB players which result in missed games ("Event of Force Majeure"). Except for payment obligations hereunder, the parties' respective performance under this Agreement will be suspended during such Event of Force Majeure, each party shall resume performance of this Agreement upon the conclusion of such Event of Force Majeure, and the parties shall confer in good faith to determine if any remedial action is necessary as a result of such Event of Force Majeure.

9. **Disclaimer of Liability.** ANLBC shall not be liable or responsible for any loss, damage or injury to any person, or to any property of Sponsor or Sponsor's guests in Turner Field resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the willful misconduct or recklessness of ANLBC.

10. **Confidentiality.** The parties agree that during the Term hereof, the terms and conditions of this Agreement, and all other information and/or materials disclosed by a party that could be reasonably determined to be proprietary, shall be confidential and each party agrees to undertake all reasonable precautions to ensure the Agreement will not be disseminated nor its material terms disclosed to third parties without the consent of both parties hereto, unless disclosure is required (a) by AFCRA or the MLB Documents; or (b) either party is advised by counsel that disclosure is required by law. Notwithstanding the foregoing, the parties may disclose the terms and conditions of this Agreement to their attorneys, accountants and other affiliated entities with a need to know, or in connection with the proposed sale of substantially all of the stock or assets of a party, or otherwise in the ordinary course of business, provided the party to whom such information is disclosed is subject to confidentiality restrictions the same or substantially similar as those outlined in this Agreement. In addition, information that is in the public domain by no fault of either party shall not be subject to this provision.

11. **Cumulative Remedies and Waiver.** All rights and remedies of the parties shall be cumulative and none shall exclude any other right or remedy at law and/or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by either party of any covenant or condition of this Agreement shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or constitute a breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

12. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Sophistication of Parties.** Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

14. **Notices.** Unless otherwise expressly provided, any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be by (a) First Class U.S., prepaid mail; (b) registered or certified mail; (c) overnight courier; or (d) facsimile, if receipt is confirmed, to the receiving party at the address and/or facsimile number set forth in the recitals above, with copies to respective counsel. Any party may change the address and/or facsimile to which notices are required to be sent by giving notice of such change to the other party. All notices will be deemed to have been received upon personal delivery; or the date that the receipt of a facsimile is confirmed; or one (1) business day after being sent by one-day overnight courier; or the fifth (5) business day after being mailed by First Class, prepaid, U.S. mail.

15. **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between Sponsor and ANLBC and supersede all prior agreements, understandings and representations relating to the subject matter. This Agreement may only be amended, modified or supplemented by a written agreement between Sponsor and ANLBC. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns.

END OF STANDARD TERMS

EXHIBIT A

During the Term, Sponsor shall receive the following sponsorship benefits:

Advertising

Atlas will have the opportunity to sell advertising on its trays. Atlas understands that it will not solicit any advertising from existing Atlanta Braves sponsors or advertisers unless approved by the Atlanta Braves, and Atlas further acknowledges that any advertising that it does attain will have to be approved by the Atlanta Braves.

Additional Consideration

Atlas will provide all trays to ARAMARK free of charge.