

MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY CONFERENCE ROOM
Tuesday, February 24, 2026
12:30 p.m.

The following fourteen out of fifteen Board members were in attendance:

Steve Adams	Rachel Little (by Zoom)
Omar Ali	Aaron McWhorter
Natasha Bell	Butch Miller
Maxine Burton	Bill Rice (by Zoom)
Brian Daniel, Chair (Presiding)	Bill Russell
Glenn Hicks	Doug Tollett, Vice Chair (by Zoom)
Bill Jones	Dexter Warrior, Secretary

Chair Brian Daniel called the meeting to order at 12:30 p.m.

A motion to approve the January 27, 2026 Board of Governors meeting minutes was made by Glenn Hicks, seconded by Bill Russell, and unanimously approved.

AUTHORITY BUSINESS

2026 JANUARY FINANCIAL UPDATE

Rey Rodriguez presented to the Board on the 2026 January Financial Update.

RESOLUTION REGARDING GARY STOKAN

Kevin Duvall, GWCCA Chief Executive Officer, presented on a Resolution, a copy of which is attached as Exhibit A, recognizing Gary Stokan's retirement.

A motion to approve the Resolution for Gary Stokan was made by Dexter Warrior, seconded by Glenn Hicks, and unanimously approved.

RESOLUTION REGARDING BASESIX SYSTEMS LLC AGREEMENT

Stacey Church, GWCCA Chief Operating Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit B, regarding the Agreement with BaseSix Systems LLC for removal and replacement of fire alarm devices.

A motion to approve the Resolution regarding BaseSix Systems LLC Agreement was made by Dexter Warrior, seconded by Steve Adams, and unanimously approved.

INVESTMENT ADVISOR UPDATE

Janet Finlayson, GWCCA Chief Financial Officer, presented an update on contracting for an investment advisor.

ROOFTOP UNIT (RTU) PROJECT PREVIEW

Stacey Church, GWCCA Chief Operating Officer, presented an update on contracting for the Rooftop Unit Project.

ENERGY PERFORMANCE CONTRACT PROJECT UPDATE

Stacey Church, GWCCA Chief Operating Officer, presented an update on contracting for Guaranteed Energy Savings Performance Contract Phase II.

GWCCA TEAM MEMBER MILESTONE RECOGNITION

Kevin Duvall, Chief Executive Officer, presented on team member milestone recognitions for Jeff Croker, Corey Waters, Sherezaad Mulgrav, Orlando Alexander, and Daniel Johnson.

Chair Brian Daniel adjourned the meeting at 1:03 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

James Pargen Robertson, Jr., Chief Legal Officer

Dexter Warrior, Secretary

EXHIBIT A

Gary Stokan Resolution follows this page.
(2 page)

**A RESOLUTION
OF
THE BOARD OF GOVERNORS
OF THE GEO L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING RECOGNITION OF GARY STOKAN**

WHEREAS, Gary Stokan has, for over thirty years, served as the Chief Executive Officer and President of Peach Bowl, Inc. and, in those capacities, has been the face of college football in Atlanta, Georgia, elevating the stature and reputation of the Peach Bowl game itself, establishing the annual Aflac Kick-Off Game as the premier early-season college football event, securing and fortifying our campus's participation in the College Football Playoff system, and in broad terms reinforcing the City of Atlanta, Georgia's standing as the true home of college football and generally as a world-famous stage for premier sports events; and

WHEREAS, during his long successful career Gary Stokan has been keenly instrumental in supporting and advancing prosecution of the mission of the Geo. L. Smith II Georgia World Congress Center Authority; and

WHEREAS, additionally Gary Stokan has imparted his invaluable leadership, guidance, and business acumen to the undertakings of this Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of the Geo L. Smith II Georgia World Congress Center hereby recognizes and welcomes Mr. Gary Stokan, in the spirit of keen gratitude and appreciation, thanks him for his contributions, hard work, and friendship, congratulates him on his well-earned retirement, and bestows upon Gary the title of "GWCCA First-Team All-American For Life."

ADOPTED: this 24th day of February 2026.

Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}

CERTIFICATE

The undersigned hereby certifies that I hold the position of Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: February 24, 2026

Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT B

BaseSix Sytems LLC Resolution follows this page.
(4 pages)

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
AGREEMENT FOR REMOVAL AND REPLACEMENT OF FIRE ALARM DEVICES
WITH BASESIX SYSTEMS, LLC**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, BASESIX SYSTEMS, LLC seeks to furnish to the Authority goods and services to effect the removal and replacement of outdated fire alarm devices installed throughout the facility including parking decks, visitors center and ring vault; and

WHEREAS, the Authority apprehends that contracting for such goods and services is consistent with the corporate purposes and mission of the Authority and the Authority's life-safety needs and sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Chief Executive Officer governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement with BaseSix Systems LLC to effect the removal and replacement of outdated fire alarm devices installed throughout the facility including parking decks, visitors center and ring vault, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 24th day of February 2026.

Brian Daniael, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT A

A form of the Agreement follows this page.
(24 pages)

**AGREEMENT FOR SALE OF GOODS AND SERVICES BETWEEN
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AND BASESIX SYSTEMS LLC**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the "Authority"), and BASESIX SYSTEMS LLC, whose address is 2053 Franklin Way SE, Marietta, GA 30067, and whose F.E.I. Number is [REDACTED] (referred to as "Contractor").

WITNESSETH:

In consideration of the mutual agreements between the parties, the parties agree as follows:

1 ***GOODS AND SERVICES TO BE PROVIDED BY CONTRACTOR.*** Contractor shall provide all goods and services identified in Exhibit "A" and made a part hereof, and such additional goods and services as Contractor and Authority may agree in writing, in strict compliance with the terms and conditions of this Agreement. All goods and services provided by Contractor under this Agreement shall comply with the specifications contained herein.

1.1 ***PRODUCT SHIPMENT AND DELIVERY.*** All products shall be shipped F.O.B. destination. Destination shall be the Georgia World Congress Center, 285 Andrew Young International Boulevard, N.W., Atlanta, GA 30313-1591, or such other destination as may be designated in writing by Authority. All goods furnished under this Agreement shall be at Contractor's risk until they have been delivered to and accepted by Authority. All goods furnished under this Agreement shall be subject to inspection by Authority following delivery. Latent damage and defects shall remain the responsibility of Contractor to remedy at no cost to Authority, regardless of when the latent damage or defects are discovered or when notice thereof is given.

1.2 ***NON-EXCLUSIVE RIGHTS.*** This Agreement is not exclusive. Authority reserves the right to select other contractors to provide goods and services identical or similar to those goods and services described in this Agreement.

1.3 ***PRIORITY OF CONTRACT PROVISIONS.*** Any contract terms or conditions included on Contractor's forms and invoices shall be null and void.

2 *COMPENSATION.*

2.1 For all goods furnished and services rendered by Contractor, the Authority shall pay Contractor those sums identified in Exhibit "B" attached hereto, which shall be invoiced by Contractor following completed delivery of the goods and services.

2.2 Contractor shall bill Authority on invoice forms with such additional forms as Authority may require. Contractor shall bill Authority and receive payment only for goods and services authorized in this Agreement and only for goods and services actually provided. Additional Compensation for phone consultation, planning, record keeping, collateral work and travel time is not allowed except as expressly authorized in advance in writing by Authority. Other than payment of the fees expressly identified herein, Authority will not be responsible to reimburse Contractor for any costs which Contractor incurs performing its duties under this Agreement. The Authority shall not be responsible to pay Contractor for any goods or services other than those expressly identified herein.

2.3 Invoices which are complete in accordance with instructions issued by Authority received by Authority within five (5) calendar days after the end of the calendar month shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices

received later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to Contractor for corrective action.

2.4 Contractor shall not charge or otherwise receive compensation from any third party, including any third party incidentally benefiting from or otherwise utilizing Contractor's goods or services or any other work product under this Agreement. Rather, for goods and services provided or work product generated under this Agreement Contractor shall receive only the Compensation identified in this Agreement, and nothing else from any source.

2.5 Payment under this Agreement is conditioned upon Contractor's compliance with all the terms of this Agreement. Payment may be deferred until such requirements are satisfied or may be reduced or denied if such requirements are not satisfied.

2.6 If Authority in good faith determines that Contractor has failed to perform or deliver any goods or services as required under this Agreement, then Contractor shall not be entitled to any compensation under this Agreement unless and until such goods or services conform to this Agreement. In the event of such failure, Authority may withhold that portion of Contractor's compensation which represents payment for non-conforming goods or services. To the extent that Contractor's failure causes Authority to incur costs, Authority may deduct the amount of such incurred costs from any amounts otherwise payable to Contractor. Authority's right under this provision to deduct such incurred costs shall not in any way affect Authority's right to terminate this Agreement.

2.7 In the event that Contractor owes to Authority any sums, then Authority may set off the sums owed to Authority by Contractor.

3 **LIMITATION.** The monetary obligation of the Authority under this Agreement is limited to the Compensation identified in Article 2 and Exhibit A, and may not under any circumstances exceed those amounts.

4 **REPRESENTATIVES.** Contractor shall direct all matters regarding this Agreement to:

Erle Coleman
Director of Supply Chain Purchasing
Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Boulevard
Atlanta, Georgia 30313

5 **CONTRACT PERIOD.** The period of this Agreement shall begin on the date hereof, and shall expire on [REDACTED]. All goods, services and work product are due not later than that date.

6 **TERMINATION OF CONTRACT.** This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor pro rata only for goods and services already provided by Contractor and accepted by Authority.

7 **APPLICABLE STANDARDS.**

7.1 The Contractor's goods and services under this Agreement shall comply with all applicable laws, ordinances, rules, regulations, licensure requirements, procedures and standards established by any federal, state or local government instrumentality.

7.2 In addition, Contractor shall comply with such additional standards governing services provided under this Agreement as may be established by the Authority.

8 **NONDISCRIMINATION.**

Contractor shall provide all goods and services hereunder without discrimination, consistent with applicable law.

9 *LICENSES, STANDARDS AND QUALIFICATIONS.*

9.1 Contractor and each employee and independent contractor assigned by Contractor to this Agreement shall (1) meet applicable statutes and regulations, standards and policies of agencies governing the funding or approval of services provided under this Agreement and (2) shall hold all licenses, registrations, and other permits that are required by this Agreement or by law to be obtained by the Contractor for itself and for or by employees or independent contractors of Contractor engaged in the performance of services under this Agreement necessary for the performance of such services. Copies of such licenses, registrations, and permits shall be made available to the Authority upon request by the Authority.

9.2 Notwithstanding any reference in this Agreement to independent contractors of Contractor performing services under this Agreement, Contractor shall not be authorized to assign to the provision of services under this Agreement any independent contractor without the prior written approval of the Authority, which may be granted or withheld in the Authority's sole and absolute discretion. Contractor shall provide to the Authority written notice of (1) any notice received by Contractor of any investigation, proposed disciplinary or other regulatory actions, or imposition of any disciplinary or other regulatory actions against Contractor in the performance of service under this Agreement or with respect to services rendered under any professional license or registration or permit held by Contractor; and (2) any claim, regardless of by whom made, of professional error or omission or the violation of this Agreement, with respect to any services

under this Agreement; and (3) any information, indictment, or charge of the violation of the criminal laws of the United States or of any State against Contractor.

9.3 Contractor, its employees, subcontractors, and other agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation all such laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors and contractors. Contractor, its employees, subcontractors and other agents also comply with all applicable federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. Contractor and Contractor's employees, subcontractors and other agents shall also comply with all State and Authority policies and procedures in effect during Contractor's performance under this Agreement, including but not limited to Authority policies and procedures in respect of personnel conduct, security, safety, confidentiality, and ethics.

10 *INDEPENDENT CONTRACTOR RELATIONSHIP.*

10.1 Contractor is an independent contractor. Contractor is not a partner, joint venturer, agent or servant of the Authority.

10.2 This Agreement shall be binding upon Contractor.

11 *SOLE AGREEMENT.*

11.1 This Agreement constitutes the sole agreement among the parties relating to the subject matter described in this Agreement. No promises or representations, oral or written, not incorporated herein shall be binding upon the parties.

11.2 No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document. To the extent that any provisions in Exhibit "A" are inconsistent with the terms and conditions in Articles 1 through 19 of this Agreement, the terms and conditions in Articles 1 through 19 of this Agreement shall control.

12 *GEORGIA LAW GOVERNS.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13 *VENUE.* For the purposes of venue, all actions arising out of or in connection with this Agreement, other than those for which a federal court is the court of exclusive original jurisdiction, may be brought in the courts of Fulton County, Georgia, having subject matter jurisdiction.

14 *INSURANCE.* During the term of this Agreement, the Contractor shall procure and maintain the following insurance. Each contract of insurance shall designate the Contractor and the Authority as named insureds; shall provide that the policy will not be cancelled or altered except upon thirty (30) days prior written notice to the Authority; and shall be issued by an insurance company licensed to do business in the State of Georgia in such form as the Authority may approve.

14.1 Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per occurrence.

14.2 Automobile Liability Insurance with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$3,000,000.00) per occurrence.

14.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, by Contractor in connection with any work or operations performed by Contractor in the Premises.

14.4 Contractor acknowledges that Contractor is not covered by the Authority's liability insurance program, the Authority's workers' compensation insurance coverage (for Contractor or any of Contractor's employees), any property damage insurance maintained by the Authority for its property, health insurance (for Contractor or any of Contractor's employees), or any other insurance or benefit program for Contractor, its employees, or its property.

15 *INDEMNIFICATION*

15.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless Authority, the State of Georgia, and all of Authority and State of Georgia's officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by their respective attorneys, related to or arising from:

(i) Any breach of this Agreement;

(ii) Any negligent, intentional or wrongful act or omission of Contractor or any employee, subcontractor or any other agent utilized or employed by Contractor;

(iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under this Agreement;

(iv) The negligence or fault of Contractor in design, testing, development, manufacture, or otherwise with respect to any goods or parts thereof provided under this Agreement;

(v) Claims, demands, or civil actions which, with respect to any goods or parts thereof provided under this Agreement, allege product liability, strict product liability, or any variation thereof;

(vi) Contractor's performance or attempted performance of this Agreement, including any employee, subcontractor, or any other agent utilized or employed by Contractor;

(vii) Any failure by Contractor to comply with the requirements of Section 9.3 of this Agreement;

(viii) Any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees and costs required by Contractor to conduct business in the State of Georgia and the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by Contractor to adhere to the confidentiality provisions of this Agreement.

15.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this Indemnification is covered by the State of Georgia Tort Claims Fund (“the Fund”), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and laws of the State and the terms of the Fund, Contractor, for itself and its insurers, waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder.

15.3 Litigation and Settlements. Contractor shall, at its own expense, be entitled to and has a duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

16 RESERVED.

17 STATUTORY REPRESENTATION.

Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

18 WARRANTIES

18.1 Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by Contractor and subcontractors of Contractor, whether or not the Agreement specifically denominates Contractor’s and subcontractors’ promise as a warranty or whether the warranty is created only by Contractor’s affirmation or promise, or is

created by a description of the materials, goods and services to be provided, or by provision of samples to the State of Georgia, shall not be construed as limiting or negating any warranty provided by law, including without limitation all warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by Contractor.

18.2 Warranty – Nonconforming Goods. All goods delivered by Contractor to Authority shall be free from any defects in design, material, or workmanship. If any goods offered by Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, Authority shall have the option of returning, repairing, or replacing the defective goods at Contractor’s expense. Payment for goods shall not constitute acceptance. Acceptance by Authority shall not relieve Contractor of or be deemed to satisfy Contractor’s warranty duties or any other obligation under the Contract.

18.3 Compliance with Federal Safety Acts. Contractor warrants and guarantees to Authority that the goods provided under this Agreement are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

18.4 Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to Authority pursuant to the terms of this Agreement shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that the concepts, materials, goods and services and Authority's use of same and the exercise by Authority of the rights granted by this Agreement shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by this Agreement.

18.5 Conformity with Contractual Requirements. Contractor represents and warrants that the goods and services provided in accordance with this Agreement will appear and operate in conformance with the terms and conditions of this Agreement.

18.6 Authority to Enter into Agreement. Contractor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Authority.

18.7 Obligations Owed to Third Parties. Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by

Contractor pursuant to the Agreement are or will be fully satisfied by Contractor so that Authority will not have any obligations with respect thereto.

18.8 Title to Property. Contractor represents and warrants that title to any property assigned, conveyed or licensed to Authority is good and that transfer of title or license to Authority is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

18.9 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

18.10 Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by Authority as specified in this Agreement. All persons assigned to perform services under this Agreement shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

18.11 Use of State Vehicles. Contractor warrants that no Authority vehicles will be used by Contractor for the performance of services under this Agreement. Contractor shall be responsible for providing transportation necessary to perform all services.

18.12 Product Recall. In the event that any of the goods are found by Contractor, Authority, any governmental agency, or court having jurisdiction to contain a defect, serious

quality or performance deficiency, or otherwise not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Contractor will promptly communicate all relevant facts to Authority and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Authority from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and Authority otherwise shall agree.

19 *SEXUAL HARASSMENT PREVENTION*

The Authority promotes respect and dignity and does not tolerate sexual harassment in the workplace. The Authority is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All Authority employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the Authority maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the Authority, their customers, and other contractors of the Authority in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are on Authority premises or who regularly interact with Authority personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from Authority premises, restricted access to Authority premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Authority.

If Contractor has employees and subcontractors that are regularly on Authority premises or who will regularly interact with Authority personnel, Contractor certifies that:

- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training prior to accessing Authority premises and prior to interacting with Authority employees; and on an annual basis thereafter; and
- (c) Upon request of the Authority, Contractor will provide documentation substantiating such employees and subcontractors’ acknowledgment of the

State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

20. PAYMENT AND PERFORMANCE BONDS

Contractor shall provide payment and performance bonds from such approved surety and of the types, for such penal sums, and subject to such terms and conditions as required by Authority, including obligee endorsements, and otherwise in such form as provided in Exhibit C attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

BASESIX SYSTEMS LLC

DATE: _____
BY: _____
ITS: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

DATE: _____
BY: _____
ITS: _____

EXHIBIT A

SCOPE OF GOODS AND SERVICES

Contractor shall effect the removal and replacement of outdated addressable fire alarm devices installed throughout the facility including parking decks, visitors center and ring vault. Specifically, the devices to be replaced include existing ionization smoke detector and devices currently communicating via the Notifier by Honeywell CLIP (Classic Loop Interface Protocol) protocol. In the Visitors Center Contractor shall replace smoke detection and strobes and in the ring vault smoke detection, oxygen depletion sensors and strobes, as currently there is no protection in both locations that report back. These devices must be replaced due to age, limited compatibility with modern system components, and the desire to maintain system reliability and code compliance. Contractor shall:

- Replace all ionization-type smoke detectors and other CLIP protocol-based devices with new addressable fire alarm devices that are fully compatible with the existing fire alarm control panel.
- Upgrade components to align with current standards for life safety, system performance, and code compliance.
- Minimize disruption to building operations during the device replacement process.
- Perform full system testing and re-certification upon completion.

A list of the goods to be included in Contractor's scope is stated below.

1. Scope of work

The scope includes, but is not limited to, the following tasks:

1.1 Pre-Installation

- Conduct a detailed assessment of existing fire alarm panels and device types including locations.
- Confirm compatibility requirements with the existing control panels and system architecture.
- Coordinate project logistics with facility management and the authority having jurisdiction (AHJ)

1.2 Device Replacement

- Removal of all existing:
 - Ionization smoke detectors

- Devices operating under the Notifier CLIP protocol, including but not limited to:
 - Manual pull stations
 - Heat Detectors
 - Duct Smoke Detectors
 - Addressable Modules
- Supply and install new, addressable and code-compliant fire alarm devices compatible with the current control panel and communication standards (e.g., FlashScan or equivalent).
- Accurately label and document all replaced and newly installed devices
- Installation work shall conform to the 2019 edition NFPA 72 and all applicable State of Georgia codes.

1.3 System Integration and Testing

- Update system programming to recognize and operate all newly installed devices.
- Conduct comprehensive system testing, including initiation, annunciation and trouble signal verification.
- Provide updated Workstation Files as needed

2. Deliverables

- Fully installed and operational new addressable fire alarm devices.
- Updated programming and device mapping for the system.
- Final inspection documentation and system certification (if required)
- Warranty documentation for new devices.
- Project completion report including test results and photos (if applicable)

3. Contractor Selection

A certified, licensed and qualified fire alarm contractor with direct experience in Notifier systems and addressable device upgrades will perform the installation. The selected contractor shall have demonstrated familiarity with the building's existing infrastructure, Fire Alarm Network and prior engagement with similar systems, ensuring an efficient and consistent implementation. Installation Contractor shall be Notifier by Honeywell Platinum Status Engineered System Distributor.

4. Responsibilities

Contractor shall:

- Field verify all devices, sequences of operation and measures.
- Perform all work in accordance with applicable codes, safety standards, and manufacturer specifications.
- Remove and properly dispose of all old devices.
- Maintain a clean and safe work area throughout the project.
- Submit all required documentation and test reports upon project completion.
- Provide aerial lifts, ladders and all tools to complete work.
- Provide labor for work to be completed during irregular hours.
- Provide Jobsite Safety Plan.

5 Exclusions

- Replacement or upgrade of fire alarm control panels unless found to be incompatible during initial assessment. Assessments, Deficiencies & Findings will be documented and presented to Owner.
- Replacement of system wiring, unless damaged or determined to be incompatible with the new devices.
- Structural changes or repairs are not directly related to fire alarm device replacement.

The following shall be included in this Scope.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	6
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	1
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	7
DNR	NOTIFIER	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT	45
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	45
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	45
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	45
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	6
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	50
NBG-12LX	NOTIFIER	ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.	2
FCM-1	NOTIFIER	ADDRESSABLE CONTROL MODULE WITH FLASHSCAN; CONFIGURED FOR	2
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	14
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	14
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	28
DNR	NOTIFIER	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT	12
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	12
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	12
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	12
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	20
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	28
NBG-12LX	NOTIFIER	ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.	1
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	23
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	4
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	27
DNR	NOTIFIER	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT	7
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	7
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	7
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	7
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	14
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	60
NBG-12LX	NOTIFIER	ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.	2
FCM-1	NOTIFIER	ADDRESSABLE CONTROL MODULE WITH FLASHSCAN; CONFIGURED FOR	4
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	27
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	5
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	32
DNR	NOTIFIER	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT	10
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	10
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	10
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	10
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	34
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EIT	21
FDM-1	NOTIFIER	ADDRESSABLE DUAL MONITOR MODULE; WITH FLASHSCAN, TWO CLAS	10
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
DNRW	NOTIFIER	INNOVAIRFLEX DUCT DETECTOR, NON-RELAY, DOES NOT INCLUDE HEA	38
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	38
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	38
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	38
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	38
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EIT	5
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	44
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	2
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	46
DNR	NOTIFIER	INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT	33
FSP-951R	NOTIFIER	REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSC	33
DST5	NOTIFIER	INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	33
RTS151Key	NOTIFIER	REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY	33
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	25
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EIT	8
FCM-1	NOTIFIER	ADDRESSABLE CONTROL MODULE WITH FLASHSCAN; CONFIGURED FOR	2
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	9
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	9
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	3
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EIT	4
FCM-1	NOTIFIER	ADDRESSABLE CONTROL MODULE WITH FLASHSCAN; CONFIGURED FOR	1
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	88
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	1
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	36
FDM-1	NOTIFIER	ADDRESSABLE DUAL MONITOR MODULE; WITH FLASHSCAN, TWO CLAS	5
FMM-101	NOTIFIER	ADDRESSABLE MINI MODULE WITH FLASHSCAN; SUPERVISES A CLASS E	5
XP6-C	NOTIFIER	XP6 TRANSPONDER CONTROL MODULE, 6 CIRCUITS CLASS A OR B.	2
FCM-1	NOTIFIER	ADDRESSABLE CONTROL MODULE WITH FLASHSCAN; CONFIGURED FOR	2
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
ADDRESSABLE DEVICES			
FSP-951	NOTIFIER	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHI	29
FST-951	NOTIFIER	INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FL	8
TR300	NOTIFIER	ACCESSORY FLANGE RING FOR B210LP BASE, WHITE	37
FRM-1	NOTIFIER	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FOR	15
FMM-1	NOTIFIER	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITH	70
Misc			
Labor	Basesix	Remove existing fire alarm device& Re-Install New FA Devices	1

EXHIBIT B

COMPENSATION

For all goods furnished and services rendered by Contractor, the Authority shall pay Contractor the sum of THREE HUNDRED EIGHTY THREE THOUSAND, FIVE HUNDRED SIXTY DOLLARS (\$383,560.00), which shall be invoiced by Contractor following completed delivery of the goods and services.

EXHIBIT C

[insert form of Payment and Performance Bonds]

CERTIFICATE

The undersigned hereby certifies that I hold the position of Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: February 24, 2026.

Alisha King, Assistant Secretary

{Authority Seal}