

MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY BOARDROOM and via ZOOM TELECONFERENCE
Tuesday, March 31, 2026
12:30 p.m.

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

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

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

A motion to approve the February 24, 2026 Board of Governors meeting minutes was made by Glenn Hicks, seconded by Doug Tollett, and unanimously approved.

AUTHORITY BUSINESS

2026 FEBRUARY FINANCIAL UPDATE

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

RESOLUTION REGARDING U.S. BANCORP ASSET MANAGEMENT INC. AGREEMENT

Janet Finalyson, GWCCA Chief Financial Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit A, regarding U.S. Bancorp Asset Management Inc. Services Agreement.

A motion to approve the Resolution was made by Bill Russell, seconded by Doug Tollett, and unanimously approved.

GWCCA SALES UPDATE

Kim Allison, GWCCA Vice President, Convention Sales, presented a Sales update.

2026 FIFA WORLD CUP ACTIVITIES UPDATE

Joe Bocherer, GWCCA Chief Commercial Officer, and Chincie Mouton, GWCCA Director of Sports Engagement and Community Impact, presented an update on planning for the 2026 FIFA World Cup Fan Fest.

RECOGNITION

Kevin Duvall, Chief Executive Officer, and Scott Ward, General Manager of the Signia by Hilton Atlanta hotel, presented team member milestone recognitions for Julia Austin, Adam Richards, Kayla Dixon, Katie Kudwa, Diane Park, and Sophia Rinaldo.

Chair Brian Daniel adjourned the meeting at 1:32 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

James Pargen Robertson, Jr., Chief Legal Officer

Dexter Warrior, Secretary

EXHIBIT A

A copy of the Resolution Regarding U.S. Bancorp Asset Management, Inc. Agreement
follows this page.
(22 pages)

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
AGREEMENT FOR INVESTMENT MANAGEMENT SERVICES
WITH U.S. BANCORP ASSET MANAGEMENT, INC.**

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, U.S. Bancorp Asset Management, Inc. seeks to furnish to the Authority investment management services; and

WHEREAS, the Authority apprehends that contracting for such services is consistent with the corporate purposes and mission of the Authority and the Authority's 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 U.S. Bancorp Asset Management, Inc. to provide investment management services to the Authority, 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 31st day of March 2026.

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

Attest: _____
Crystal Lowe, Assistant Secretary

{Authority Seal}

EXHIBIT A

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

INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of March __ 2026, by and between U.S. Bancorp Asset Management, Inc., a Delaware corporation ("Manager"), and Geo. L. Smith II Georgia World Congress Center Authority ("Client"), a body corporate and politic, an instrumentality of the State of Georgia and a public corporation created under O.C.G.A. §10-9-2.

WHEREAS, Client desires to retain Manager through its PFM Asset Management Division to provide investment management services to Client, and Manager desires to perform same on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Investment Management Services.

(a) Client hereby appoints Manager as investment manager, with full discretionary authority, to supervise and direct the investment and reinvestment of the assets in Client's account, or any subaccount established by Client within the account (the "Account"). Manager and Client agree that Manager has a reasonable amount of time from (i) the effective date of this Agreement (ii) the date on which Manager has implemented any amendments to Exhibit A, or (iii) the date on which new funds are added to the Account, to fully invest the Account according to the Investment Policy Statement.

(b) In managing Client's Account, Manager will rely upon information that Client furnishes to Manager without any obligation to verify such information. Client agrees to notify Manager promptly of investment objectives that might affect the Investment Policy Statement or otherwise affect the manner in which the Account should be managed. Client will promptly notify Manager in writing if Client considers any investments recommended or made for the Account to violate the Investment Policy Statement. Client may at any time direct Manager to sell such securities or take such other lawful actions as Client may specify to effect compliance of the Account with the Investment Policy Statement. Client also agrees to provide Manager with such additional information as Manager may request from time to time to assist it in managing the Account. Manager's authority under this Agreement will remain in effect until changed or terminated by Client in writing as contemplated by Section 12 of this Agreement.

(c) Notwithstanding the foregoing grant of discretionary authority, Manager shall accommodate a written direction from Client to purchase, sell, or hold specific assets for the Account, provided that such direction is consistent with the Client's Investment Policy Statement, as drafted in consultation with Manager pursuant to Section 1(f) of this Agreement. If Manager acts on such written direction from Client, Client shall be fully responsible for determining whether such directions are in compliance with all applicable laws and regulations and are consistent with Client's authority. In addition,

Client may notify Manager at any time not to invest any funds in the Account in specific securities or specific categories of securities, and Manager will promptly follow those instructions.

(d) Client authorizes Manager to invest Account assets in investment companies for which Manager acts as investment adviser ("Affiliated Funds") to the extent such investment is consistent with the Investment Policy Statement. Client further authorizes Manager to invest in Affiliated Funds, on a temporary basis, uninvested cash held in the Account from time to time. Client acknowledges that Manager is the investment adviser for the Affiliated Funds, that an affiliate of Manager is or may be the sub-administrator, securities lending agent and custodian of the Affiliated Funds, and that Manager and its affiliates receive compensation from the Affiliated Funds. The purchase or sale of shares of an Affiliated Fund is subject to the terms of the Affiliated Fund's current prospectus. Expenses of the Affiliated Funds, including compensation for the Manager and its affiliates are described in the prospectus and are paid from the Affiliated Fund. Client acknowledges receipt of the Affiliated Funds' prospectuses, as applicable, and approves the management and other fees payable hereunder or indirectly through Affiliated Fund investments.

(e) Client may at any time add or withdraw assets from its Account, provided Client gives Manager reasonable notice. Client and Manager agree that, in the absence of unusual circumstances, ten (10) days' notice is reasonable for the withdrawal of assets.

(f) Manager will provide consulting services to the Client in connection with the development of the Client's investment policy statement (the "Investment Policy Statement"), including, but not limited to, (1) conducting a review of the Client's bond indenture provisions; and (2) assisting the Client with developing appropriate investment objectives, permissible investments, performance benchmarks, and reporting standards. The Client's final Investment Policy Statement, as approved by the Client and applicable State of Georgia agencies, may be attached hereto as Exhibit A upon notice by the Client to the Manager, and amended and updated by time to time by the Client by providing notice to the Manager and upon acceptance of the Manager.

2. Custody of Account Assets. Custody of Account assets will be maintained with a custodian appointed by Client and named in Exhibit B ("Custodian"). Manager will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of Custodian. Client authorizes Manager to issue such instructions to Custodian as may be appropriate in connection with the settlement of transactions initiated for the Account. Client will notify Manager in writing, updating the information provided in Exhibit B, not less than ten (10) days prior to utilizing a custodian other than that as provided in Exhibit B as of the date of this Agreement. Client acknowledges that it receives statements from the Custodian at least quarterly.

3. Execution of Account Transactions.

(a) Manager will arrange for the execution of transactions for the Account through brokers or dealers that Manager reasonably believes will provide best execution. In selecting a broker or dealer, Manager may consider, among other things, the broker or dealer's execution capabilities, financial responsibility and responsiveness of the broker-dealer, and the broker-dealer's access to desirable securities. Manager generally will seek the most advantageous price on each transaction for the Account, but there is no assurance that Manager will be successful in doing so on every transaction for the Account. Client acknowledges that Manager's brokerage practices will be consistent with this Agreement and the disclosure in Manager's current Form ADV on file with the U.S. Securities and Exchange Commission at <https://adviserinfo.sec.gov/firm/summary/111912> and delivered to the Client prior to the execution of this Agreement as provided for in Section 22(d) of this Agreement.

(b) Manager may combine or bunch orders for the same security in the same direction that are received by Manager's trading desk simultaneously into a single order. Any such bunching of orders will be done in accordance with Manager's policy regarding aggregated trades as disclosed in Manager's current Form ADV Part 2A on file with the U.S. Securities and Exchange Commission at <https://adviserinfo.sec.gov/firm/summary/111912> and delivered to the Client prior to the execution of this Agreement as provided for in Section 22(d) of this Agreement.

(c) Manager is expressly authorized to the fullest extent permitted by law to: (i) retain the services of any organization now or hereafter affiliated with Manager, and any future successors in interest thereto (collectively for the purposes of this paragraph referred to as an "Affiliated Entity"), to provide services to assist in or facilitate the purchase or sale of investment securities in the Account; (ii) acquire as assets of the Account shares of mutual funds to which an Affiliated Entity provides, for a fee, services in any capacity; and (iii) acquire in the Account any other services or products of any kind or nature from the Affiliated Entity regardless of whether the same or similar services or products are available from other institutions.

(d) Subject to Exhibit C, the Account may directly or indirectly (through mutual funds fees and charges for example) pay management fees, service fees, transaction fees and other commissions to the Affiliated Entity for the services or products provided to the Account and/or such mutual funds at such Affiliated Entity's standard or published rates without offset (unless required by law) from any fees charged by Manager for its services as investment manager. Manager may also deal directly with the Affiliated Entity regardless of the capacity in which it is then acting, to purchase, sell, exchange or transfer assets of the Account even though the Affiliated Entity is receiving compensation or otherwise profiting from such transaction or is acting as a principal in such transaction.

(e) To the extent Manager retains the services of an Affiliated Entity, such Affiliated Entity shall be authorized to: (i) effect transactions on national securities exchanges for the Account as directed by Manager; and (ii) retain any transactional fees related thereto, consistent with Section 11(a)(1) of the Securities Exchange Act of 1934, as amended, and related Rule 11a2-2(T). Included specifically, but not by way of

limitation, in the transactions authorized by this provision are transactions in which an Affiliated Entity is serving as an underwriter or member of an underwriting syndicate for a security being purchased or is purchasing or selling a security for its own account. Client shall be authorized, and hereby retains the right, to direct Manager to retain the services of, and conduct transactions with, an Affiliated Entity fully in the manner described herein.

4. Compensation. Client will pay Manager for its services in accordance with the management fee schedule attached hereto as Exhibit C.

5. Reports and Valuation. Manager will furnish information, reports or statements at such times and in such manner as Client may from time to time reasonably request but in any case not less frequently than once per calendar month, and Manager shall report to Client regularly at such times and in such detail as Client may from time to time reasonably determine to be appropriate, in order to permit Client to determine that Manager's investment of Account assets is consistent with the Investment Policy Statement. Securities in the Account that are listed on a national securities exchange will be valued at the closing price on the principal market on which the securities are traded on the valuation date. Other securities or investments in the Account will be valued in a manner determined in good faith by Manager in accordance with Manager's valuation methods and procedures to reflect fair market value. Manager will send reports or statements to the address set forth on the signature page of this Agreement or such other address to which Client may request in writing that they be sent.

6. Proxy Voting; Corporate Actions; Class Actions. The exercise of all voting rights associated with any security or other property held in the Account shall be the responsibility of Client. Client understands and agrees that Manager will not advise Client or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of those securities. Manager will assist Client and/or Custodian by providing historical transaction information and other information as reasonably requested by Client or Custodian.

7. Reserved.

8. Other Clients.

(a) Client understands that Manager serves as investment manager for other clients, including investment companies, and will continue to do so. Client also understands that Manager, Manager's personnel, and Manager's affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to, or action taken for, the Account. Manager is not obligated to buy, sell or recommend for the Account any security or other investment that Manager or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Manager or any of its Affiliated Persons from buying, selling, or trading in any securities or other investments for their own accounts.

(b) Conflicts of interest may arise in the allocation of investment opportunities among accounts that Manager advises. Manager shall at all times operate in good faith and will seek to allocate investment opportunities believed appropriate for the Account and other accounts advised by Manager in a fair and equitable manner that does not systematically favor one account over any other.

9. Representations and Warranties.

(a) Client represents and warrants to Manager that: (i) Client has the requisite legal capacity and authority to execute, deliver, and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms; (iii) Client's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of the governing documents of Client or any obligations by which Client is bound, whether by contract, operation of law or otherwise; (iv) Client's Investment Policy Statement (as developed in consultation with the Manager pursuant to Section 1(f) of this Agreement) does not conflict with or violate any laws or regulations applicable to Client, (v) [as applicable,] Client will deliver to Manager evidence of Client's authority in compliance with such governing documents, including, but not limited to, evidence of authorizes signers, appointment and/or election of Manager's officers, or other authority that is required in the Client's governing documents, upon Manager's request; (vi) Client is the owner of all cash, securities and other assets that the Client transfers in kind into the Account; and (vii) Client is an "accredited investor" as such term is defined in rule 501 of Regulation D promulgated under the Securities Act; and (viii) any information provided by Client to Manager as part of Manager's due diligence process, including without limitation any Beneficial Ownership Certification, is any will remain accurate and complete in all material respects, and Client shall provide any necessary updates to Manager in a timely manner.

(b) Client further represents that the Account's assets do not and will never include assets of (i) a plan that is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or (ii) a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended. Client will immediately advise Manager in writing of any change in status.

(c) Manager represents and warrants that it is registered as an Investment Adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and shall take all actions necessary to remain duly registered under the Advisers Act.

10. Risk Acknowledgment. Manager does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Manager may use, or the success of Manager's overall management of the Account. Client understands that investment decisions made for the Account by Manager are subject to

various market, currency, economic, political and business risks, and that those investment decisions will not necessarily be profitable.

11. Manager's Standard of Care.

(a) Except as may otherwise be provided by law, Manager and its directors, officers, employees, agents and affiliates will not be liable to Client for any and all claims, losses, damages, liabilities, costs and expenses, including, without limitation, costs of litigation and reasonable attorney's fees (collectively, "Losses") (i) that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Manager with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) arising from Manager's adherence to Client's Investment Policy Statement and/or instructions; or (iii) arising from any act or failure to act by Custodian, any broker or dealer to which Manager directs transactions for the Account, or by any other third party, unless such loss was the result of Manager's failure to comply with its fiduciary obligations in selecting service providers.

(b) Notwithstanding anything to the contrary set forth in the Investment Policy Statement, Manager will not be responsible for determining or ensuring that Client's Investment Policy Statement is or will remain compliant with any laws or regulations applicable to Client. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws. Although this section describes some limitations on Manager's potential liability to Client, Client understands that certain state and federal laws, including but not limited to the Advisers Act, may impose liability or allow for legal remedies even where Manager acted in good faith and that Client's rights under those laws are not waivable. As such, this Agreement does not prevent Client from seeking recourse against Manager in certain circumstances even where Manager acted in good faith.

12. Termination. This Agreement may be terminated by either Client or Manager upon thirty (30) days' written notice to the other party, and termination will become effective upon expiration of such thirty-day period. Termination of this Agreement will not affect (a) the validity of any action previously taken by Manager under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay management fees (pro rated for that portion of the billing period during which the Account was open). As of the effective date of the termination of this Agreement, Manager will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

13. Non-Assignability. This Agreement will bind and be for the benefit of the parties to this Agreement, except that neither party may assign this Agreement (within the meaning of the Advisers Act) without the consent of the other party.

14. Governing Law. This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Georgia (without regard to any principles of conflict of laws) except to the extent pre-empted by federal law. Manager and Client agree to

act in good faith to resolve any disagreement that may arise regarding the terms of enforcement of any provision of this Agreement prior to initiating litigation.

15. Notices.

(a) Any notice or report to be given to Manager under this Agreement will be delivered in person, by U.S. mail (postage prepaid, registered or certified, return receipt requested), to Manager at 800 Nicollet Mall, Minneapolis, Minnesota 55402, Attn: Head of Distribution with an email copy to USBAM.Legal@usbank.com, or to such other address and/or email address as Manager may designate in writing. Unless otherwise provided in Exhibit D, any notice or report to be given to Client under this Agreement will be delivered in person, by U.S. mail (postage prepaid, registered or certified, return receipt requested), to Client at the address and/or email address provided on the signature page of this Agreement, or to such other address or email address as Client may designate in writing.

(b) Notice shall be deemed effective on personal delivery, three (3) business days after deposit in the mail in time for next business day delivery; except notice of change of address shall be effective on receipt or rejection of certified or registered mail.

16. Consent to Electronic Delivery of Manager Notices. In addition to receiving reports and notices by personal delivery or U.S. mail Client may consent to receiving the same reports and notices electronically, if they are available in electronic format (see Exhibit D for form of consent). Electronic format includes, but is not limited to PDF documents, emails or emailed links to information on Manager's website.

17. Reference and Representative List Authorization. Client has indicated its willingness to be used as a reference and/or on a representative list by completing the Reference and Representative List Authorization attached hereto as Exhibit E.

18. Designated Persons. The individuals authorized to act on behalf of the Client ("Designated Persons") are listed in Exhibit F, which can be amended from time to time upon written notice to the Manager, and the Manager may rely on any instructions received from such individuals.

19. QIB Certification. Client has executed and delivered to Manager the Certification Regarding Status as Qualified Institutional Buyer attached hereto as Exhibit G, and Client will immediately advise Manager in writing of any change in status.

20. Amendments. This Agreement may be amended at any time by a writing signed by both parties.

21. Force Majeure. Manager will not be responsible for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, natural disasters, or other conditions beyond its control, including extreme market volatility or trading volumes.

22. Miscellaneous.

(a) All section headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and will not affect in any way the meaning or interpretation of this Agreement. In case one or more of the provisions contained in this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(b) No term or provision of this Agreement may be waived except in writing signed by the party against whom such waiver is sought to be enforced. Manager's or Client's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver of any of its rights or privileges. Manager is an independent contractor, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Manager and Client. This Agreement, including the Exhibits and Schedules attached hereto, contains the entire understanding between Client and Manager concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties.

(c) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Counterpart signature pages may be delivered by email or other means of electronic transmission. Electronic signatures will be deemed original signatures for all purposes.

(d) Client acknowledges that it has been provided with all information necessary in connection with the services to be provided by Manager hereunder, including a copy of Parts 2A and 2B of Manager's Form ADV prior to or at the time of Client's execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Geo. L. Smith II Georgia World Congress Center Authority

Section 11 above contains certain limitations on Manager's potential liability under this Agreement. Client has carefully reviewed this section and had the opportunity to discuss any questions with Client's own legal counsel and/or with a representative of Manager.

IN WITNESS WHEREOF, Client and Manager have executed this Agreement effective as of the date first written above.

U.S. BANCORP ASSET MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

By: _____
Name: _____
Title: _____
Address: _____

Telephone #: _____
E-mail Address: _____
Taxpayer ID # (TIN): _____

Attachments

- EXHIBIT A: [RESERVED]
- EXHIBIT B: Custody of Account Assets
- EXHIBIT C: Management Fees
- EXHIBIT D: Electronic Delivery of Manager Reports and Notices
- EXHIBIT E: Reference and Representative List Authorization
- EXHIBIT F : Designated Individuals
- EXHIBIT G: Certification Regarding Status as Qualified Institutional Buyer

EXHIBIT A

[Reserved]

EXHIBIT B

Custody of Account Assets

The assets to be managed under this Agreement will be held in a custodial account established by Client with the following institution:

Name of Custodian:		
Street Address:		
City, State & Zip Code:		
Account Number:		
Contact Person:		
Telephone Number:		
Facsimile Number:		
Email Address:		

EXHIBIT C

Management Fees

For services provided by the Manager pursuant to this Agreement, the Client shall pay the Manager an annual fee, in monthly installments, based on the daily net assets under management at the rate of 0.05% (5 basis points).

“Daily net assets” is defined to include the amortized value of securities, accrued interest and the market value of cash or any money market fund balance. The Manager’s annual fee shall start to accrue as of the date that the Client’s account is funded.

A minimum annual fee of \$40,000 and such minimum annual fee shall be applied in equal monthly installments. For avoidance of doubt, in any month commencing with the funding of the Client’s account where the amount of the fee calculated under the schedule above is less than the amount of such equal monthly installment, then the amount of such equal monthly installment shall be applied.

The Manager will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Manager the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

EXHIBIT D

Electronic Delivery of Manager Reports and Notices

Client understands and agrees that if Client consented to electronic delivery of Manager reports and notices, including Manager's Form ADV, Client's consent authorizes Manager to deliver notices and reports by email or by posting the notice or report on Manager's website, where such notices and reports can be read and printed. Client agrees that this Agreement constitutes notice of such posting. Client's consent further authorizes Manager to deliver a notice or report to Client by giving Client a notice by email or mail, which directs Client to a place within Manager's website where the notice or report is posted and from which it can be read and printed. Client agrees that such delivery shall be deemed effective delivery to Client whether or not Client accesses or reviews the notice or report.

To receive notices or reports, Client must have an email address, access to the Internet and the ability to download PDF documents. Client acknowledges that Client has access to view Manager notices or reports via PDF or HTML. Manager may request that Client demonstrate such access by use of a sample report. It is Client's responsibility to inform Manager in writing of Client's current email address and any changes to Client's email address. When certain Manager notices or reports are not available electronically, they will be delivered to Client by U.S. mail or overnight courier. It is Manager's standard practice to encrypt emails delivering notices or reports that may contain sensitive information and provide an encrypted path for the data to be retrieved. Client may instruct Manager to deliver such communications on an unencrypted basis by selecting the appropriate box below.

Client may elect to receive confirmations, invoices, quarterly reports of fee payments and certain notices or reports in paper form. Even after consenting to electronic delivery, Client may, upon written request to Manager, obtain a paper copy of a notice or report, which Manager will distribute to Client at no additional cost to Client. Client may revoke this electronic delivery consent at any time by providing written notice to Manager. Withdrawal or revocation of Client consent does not affect the legal effectiveness or validity of any electronic notice or report provided while Client consent was in effect.

Check one:

- Client **consents** to electronic delivery of Manager reports and notices using Manager's standard encryption practices.
- Client **consents** to electronic delivery of Manager reports and notices and **instructs** Manager to make such deliveries without using encryption.
- Client **does not consent** to electronic delivery of Manager reports and notices.

EXHIBIT E

Reference and Representative List Authorization

1. From time to time, Manager is asked to provide names of current clients who are willing to provide a reference on our behalf.

Check one:

- Client **consents** to Manager's use of Client's name as a reference.
- Client **does not consent** to Manager's use of Client's name as a reference.

2. From time to time, Manager is asked to provide a representative list of clients. Such lists typically reference client name and may include investment strategy.

Check one:

- Client **consents** to Manager's use of Client's name in a representative client list.
- Client does not consent to Manager's use of Client's name in a representative client list.

EXHIBIT F

Designated Persons

The following are Designated Persons pursuant to Section 22(e) of the foregoing Investment Management Agreement, and each such person's signature is set forth below.

<u>Name</u>	<u>Title</u>	<u>Email Address</u>	<u>Phone Number</u>	Signature
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Check here and mark the above N/A if Client's Designated Persons list is separately affixed hereto.

EXHIBIT G

Certification Regarding Status as Qualified Institutional Buyer

1. Is Client a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended, by owning and investing on a discretionary basis, at least \$100 million in "eligible securities"^[1] and being one of the types of entities listed on the following page?
 Yes
 No

2. If "Yes," is Manager authorized to purchase securities for the Account offered pursuant to Rule 144A?
 Yes
 No

By signing hereunder, Client certifies and attests to the accuracy of the information provided above and confirms that it will promptly advise Manager in writing of any changes and will provide Manager with additional qualified institutional buyer certifications as requested by broker-dealers in connection with the purchase of 144A securities.

GEORGIA WORLD CONGRESS CENTER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

QIB ENTITY TYPES (check one if applicable)

- A corporation (other than a domestic bank as defined in Section 3(a)(2) of the Securities Act, savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any equivalent foreign institution), partnership, limited liability company, Massachusetts or similar business trust, or a not-for-profit organization described in section 501(c)(3) of the Internal Revenue Code; or
- An employee benefit plan within the meaning of Title I of ERISA; or
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees; or
- A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in the two preceding paragraphs, except trust funds that include as participants individual retirement accounts or H.R. 10 plans; or
- An insurance company as defined in Section 2(a)(13) of the Securities Act; or
- A Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or
- A business development company as defined in Section 202(a)(22) of the Advisers Act; or
- A domestic bank as defined in Section 3(a)(2) of the Securities Act, savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any equivalent foreign institution, which has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements; or
- An investment adviser registered under the Advisers Act; or
- An investment company registered under the Investment Company Act of 1940 ("Investment Company Act") or any business development company as defined in Section 2(a)(48) of the Investment Company Act; or
- Any institutional accredited investor, as defined in rule 501(a) of the Securities Act,^[2] of a type not listed above.

None of the above applies but Client meets the definition of qualified institutional buyer because Client:

- Is a **dealer** registered with the U.S. Securities and Exchange Commission ("SEC") and owns and invests on a discretionary basis at least \$10 million in securities of issuers that are not affiliated with Client; or
- Is a **dealer** registered with the SEC that will only purchase Rule 144A Securities in transactions in which it acts as a riskless principal (as defined in Rule 144A) on behalf of qualified institutional buyers; or
- Is an **investment company** registered under the Investment Company Act, which, together with one or more registered investment companies having the same or an affiliated investment advisor, owns at least \$100 million of "eligible securities"; or
- Is an entity, all the equity owners of which are qualified institutional buyers.

[1] "**Eligible securities**" includes all securities within the meaning of the Securities Act, except: (i) securities of issuers that are affiliated with Client (or if Client is an investment company, are securities issued by a member of its "family of investment companies"); (ii) bank deposit notes and certificates of deposit; (iii) loan participations; (iv) repurchase agreements; (v) securities owned but subject to a repurchase agreement; and (vi) currency, interest rate and commodity swaps.

The value of "eligible securities" must be calculated based on cost (or on the basis of market value if (a) the entity reports its securities holdings in its financial statements on the basis of their market value and (b) no current information with respect to the cost of those securities has been published). Furthermore, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Securities Exchange Act of 1934, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

[2] "**institutional accredited investor**" includes any entity that (1) owns more than \$5 million in "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, and (2) was not formed for the specific purpose of acquiring the securities offered. This catch-all category is intended to capture all existing entity forms not included specifically included in the definition, such as Native American tribes and governmental bodies.

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: March 31, 2026

Crystal Lowe, Assistant Secretary

{Authority Seal}