

ii. The Grantee received \$25,000,000 or more in annual gross revenues from Federal awards; and

iii. The public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. § 6104).

G. The Grantee agrees to complete and submit the Attachment to this Agreement entitled "Federal Funding Accountability Form" (Attachment 4).

19. Acknowledgement of Federal Funding. Grantee agrees that when issuing statements, including, but not limited to, press releases, requests for proposals, bid invitations, written and oral presentations, marketing materials and other documents, describing projects or programs funded in whole or in part with Federal funds, Grantee will acknowledge the source of the Federal funds, the percentage and dollar amounts of the total program or project costs financed with Federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources. Any such Statements shall also include a statement that the contents of the statement are those of the Grantee and do not necessarily represent the official views of, nor an endorsement by DECAL, the Granting Federal Agency or the U.S. Government.

20. Conflicts of Interest. Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the Department's interests and absent the Department's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement. If a conflict or the appearance of conflict arises, or if Grantee is uncertain whether a conflict or the appearance of conflict has arisen, Grantee shall submit to the Department a disclosure setting forth the relevant details for the Department's consideration.

21. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, representations and communications, whether oral or written, regarding the subject matter hereof. The Department is entering this Agreement solely based upon the agreements and representation contained herein for its own purposes and not for the benefit of any third party. Except as otherwise provided herein, this Agreement may not be altered, amended, or modified except as by further written agreement signed by both the Parties hereto.

22. Choice of Law and Forum. This Agreement is entered into in Fulton County, Georgia and shall be governed by the laws of the State of Georgia without