

**STATE OF GEORGIA  
COUNTY OF MUSCOGEE**

**LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Lessor") and the LIBERTY THEATRE CULTURAL CENTER, INC., a Georgia nonprofit corporation, ("Lessee").

1. Definitions. For purposes of this Lease, the following terms shall have the following meanings, unless the context requires otherwise:

(a) "Additional Rent" shall mean all those payments required of Lessee and designated as Additional Rent below.

(b) "Basic Rent" shall mean the annual rental specified and provided for in this Lease.

(c) "Commencement Date" shall mean the date on which the term of this Lease commences.

(d) "Lessor" shall mean the Lessor named in this Lease, together with Lessor's successors and assigns.

(e) "Laws" shall mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules and directives and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

(f) "Lessee" shall mean the Lessee named in this Lease, together with Lessee's successors and permitted assigns.

(g) "Lease" shall mean this Lease, together with any and all exhibits, special stipulations and attachments which may be part of this Lease.

(h) "Lease Year" shall mean the twelve (12) month period beginning on the Commencement Date and ending at midnight of the day before the first anniversary of the Commencement Date, and any similar twelve month periods occurring throughout the term of this Lease.

(i) ""Premises" shall mean the property more particularly described on Exhibit "A", which exhibit is attached hereto and made a part hereof.

2. Lease of Premises. In consideration of the covenants and agreements to be performed by Lessee and for the rent and upon the terms and conditions stated, Lessor lets and leases the Premises to Lessee. Lessee takes and accepts from Lessor the Premises "AS IS,

WHERE IS, WITH ALL FAULTS", in its present condition, and as suited for the use intended by Lessee.

3. Term.

(a) The term of this Lease shall commence on \_\_\_\_\_, 2021, and shall terminate at midnight on the day before the first (1st) anniversary of the Commencement Date, i.e. \_\_\_\_\_, 2022.

(b) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific, respective written approvals by resolution of Lessor's Council are given, all in accordance herewith, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, for three (3) additional one (1) year Lease Terms, commencing on the first (1st) anniversary date of the Commencement Date, and for each of the three (3) anniversary dates thereafter, unless Lessee does not exercise a right of renewal or Lessor's Council fails to approve any subsequent renewals, at which time the within Lease shall terminate at midnight as of the end of the prior term then in effect.

(c) The options to renew herein granted to Lessee may, only, be exercised upon: (i) the giving of sixty (60) days' prior written notice of the exercise of each such renewal by Lessee to Lessor; (ii) subsequent written approval of each such exercise by resolution of Lessor's Council, and (iii) Lessee's exercise, in accordance herewith, of any and all prior options to renew herein contained, with respective approval thereof by Lessor's Council, all in accordance herewith. The failure, or inability due to default, of Lessee to exercise the options herein granted, and/or the failure to obtain such written approval from Lessor's Council, all in accordance herewith, shall result in the termination of the within Lease as of the end of the prior term then in effect.

4. Rent.

(a) Lessee shall pay to Lessor, at Lessor's address for notice hereinafter set forth or at such other place as Lessor may specify, without any right of set-off or deduction and without any prior notice of demand, the Basic Rent of One Dollar (\$1.00) per year during the term of this Lease and any renewals thereof, all as stipulated in Section 3(a) and (b) hereof.

(b) Basic Rent shall be due and payable, annually, in advance, beginning on the Commencement Date and continuing on the anniversary of each Commencement Date thereafter for the original one (1) year term of this Lease and for any one (1) year renewals thereof, all as stipulated in Section 3(a) and (b) hereof.

(c) As Additional Rent, Lessee shall pay for all legal fees and costs attendant to the negotiations, preparation and execution of this Lease by The Beil Law Firm, P.C.

5. Use. Lessee shall use the Premises only for the purposes of a theatre, providing entertainment to the general public such as dramas, musicals, educational forums, symposiums, and related events for the improvement, edification and enjoyment of the general public. In no event shall Lessee use the Premises for any illegal or obscene purposes, in violation of community standards or any Laws, or in any manner which constitutes a public or private

nuisance. Lessee shall not do, bring or keep anything on or about the Premises that would increase the rates charged for, or cause cancellation of, insurance covering the Premises. Lessor does not make, and has not made, any representation regarding the zoning of the Premises. Lessee has determined that the use(s) contemplated by Lessee conform to and comply with zoning and all other Laws and represents to Lessor that they do.

6. Utilities. Lessee shall make all arrangements for, and shall pay when due all charges for, all utilities and services furnished to the Premises or used by Lessee, including but not limited to electricity, gas, fuel, heat, sewer, telephone, power, sanitary services and trash collection. Lessee shall also make all arrangements for, and shall pay when due all charges for, connection of any such utility or service to the Premises, fully saving, indemnifying and holding Lessor harmless therefrom.

7. [Section Intentionally Deleted]

8. Repairs by Lessee. Lessee shall perform any and all maintenance, upkeep and repair of the Premises, to include, but not be limited to, the roof, walls, foundation, parking areas, heating and air conditioning systems and equipment, electrical systems and equipment, and plumbing systems and equipment, and shall make all replacements to the Premises required for such maintenance, upkeep and repair, fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature. Lessee shall, at Lessee's own cost and expense, put, keep, replace, maintain, and repair the Premises as required by this Paragraph 8, fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, so that at all times the Premises shall be in a clean, sightly, refuse free, safe, substantial, and first class condition. At the termination of the term of this Lease, Lessee shall leave the Premises in the same condition as Lessee was required to keep such Premises during the term of this Lease and any renewals hereof, excepting only ordinary wear and tear.

9. Alterations. Without Lessor's prior written consent, which consent shall be based upon such professionally prepared plans and specifications submitted by Lessee to Lessor, in order to obtain such approval from Lessor, Lessee shall not, make any alterations, additions or improvements in or to the Premises or paint nor affix any sign or other object to the exterior of the Premises. All alterations, remodeling and improvements, which have received Lessor's prior written consent, shall be made in compliance with all applicable Laws, at Lessee's sole cost and expense, with Lessee fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, and which alterations, remodeling and improvements shall become Lessor's property and part of the Premises when made.

10. Legal Requirements. Lessee shall, at Lessee's sole cost and expense, fully save, indemnify and hold Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, comply promptly with all laws affecting the Premises, if compliance is made necessary, in whole, or in part, by reason of Lessee's use or occupancy of the Premises or by reason of Lessee's failure to comply fully with Lessee's obligations under Paragraphs 8 or 9 of this Lease.

11. Hazardous Materials.

(a) Neither Lessee nor its agents, employees or contractors shall cause or permit hazardous materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in full compliance with all environmental laws. If Lessee obtains knowledge of the actual or suspected release of a hazardous material on or about the Premises, then Lessee shall promptly notify Lessor, and immediately begin investigation and remediation of such release, as required by all environmental laws.

(b) If Lessee breaches any obligation set forth in Paragraph 11(a) above, or if a release of a hazardous material is caused or permitted by Lessee or its agents, employees, or contractors, and such release results in contamination of the Premises and/or the surrounding area, then Lessee shall fully save, indemnify and defend Lessor (and Lessor's employees, agents and representatives) against, and protect and hold Lessor (and Lessor's employees, agents and representatives) harmless from any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties, or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, and court costs and litigation expenses) that arise during or after the term of this Lease as a result of such breach or contamination.

12. Liens. Lessee shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises. If any lien, encumbrance or charge is filed against any part of the Premises, Lessee shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Lessee fails to cause any lien, encumbrance or charge to be discharged within the permitted time, Lessor may cause it to be discharged and may make any payment which Lessor, in its sole judgment and absolute discretion, considers necessary in order to do so. If Lessor makes any such payment, all amounts paid by Lessor shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be payable by Lessee to Lessor upon demand.

13. Damage and Destruction. If the Premises is damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, Lessee shall notify Lessor immediately and the following provisions shall determine the effect of the damage or destruction on this Lease.

(a) If the Premises is completely destroyed, the term of this Lease, at Lessee's election, shall expire on the date of destruction, with the same effect as if the date of destruction were stated as the time for termination of the Lease term, and Lessor and Lessee shall account for Basic Rent and other amounts payable by Lessee as of that date.

(b) If any part, but less than all, of the Premises is damaged or destroyed, Lessee shall, within sixty (60) days after such damage or destruction, at Lessee's sole election, either agree to restore or rebuild the Premises or terminate this Lease by giving Lessor written termination of notice. If Lessee agrees to restore or rebuild, Lessee shall restore or rebuild the damaged or destroyed part to a condition at least as good as the condition which existed immediately prior to the damage or destruction. Lessee shall complete the restoration or rebuilding within one hundred eighty (180) days after the date of said damage or destruction. If Lessor terminates this Lease, the term of this Lease shall expire on the date ten (10) days after the date of written notice of termination to Lessee, with the same effect as if such date were

stated as a time for termination of the Lease term, and Lessor and Lessee shall account for Basic Rent and other amounts payable by Lessee as of that date, with the payments from and after the date of the damage or destruction to be equitably prorated.

(c) Notwithstanding anything above to the contrary, the time within which Lessee shall complete any restoration or rebuilding shall be extended one day for each day restoration or rebuilding is delayed by strikes, lockouts, embargoes, pandemics, acts of God, governmental restrictions or directives, shortages in power or fuel or causes beyond the reasonable control of Lessee.

14. Condemnation. If the entire Premises are condemned, the term of this Lease shall terminate on the date when possession of the Premises is taken by the condemning authority and rent shall be equitably prorated accordingly. If any part of the Premises is condemned so that Lessee cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Lessee may terminate this Lease on the date when possession is taken by the condemning authority, by giving Lessor notice of intent to terminate within sixty (60) days after Lessor gives Lessee notice of the condemnation. Any termination under this paragraph shall have the same effect as termination of the term of this Lease, as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Lease term, and Lessor and Lessee shall account for Basic Rent, Additional Rent and other amounts payable by Lessee as of that date. No termination of this Lease shall affect Lessor's right to compensation for any condemnation. Lessor shall be entitled to the full award or proceeds payable with respect to the Premises by reason of any condemnation, and neither Lessor nor Lessee shall have any claim to any award or proceeds payable to the other. For purposes of this paragraph, words and phrases referring to condemning or condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power of eminent domain and shall include any such condemnation for permanent or for temporary use of or interference with any part or all of the Premises.

15. Indemnity. During the term of this Lease, Lessee shall pay, and shall fully protect, indemnify and save harmless Lessor from and against, all liabilities, damages, costs, expenses (including all attorney's fees and expenses of Lessor), causes of action, suits, claims, demands, and judgments of any nature whatever arising from: (a) injury to or the death of persons or damage to property (i) on the Premises or upon adjoining sidewalks, street or ways, or (ii) in any manner arising out of or connected with Lessee's use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Premises or of adjoining sidewalks, streets or ways; (b) violation of any agreement, representation, warranty, provision, term or condition of this Lease by Lessee; and (c) violation of any law affecting the Premises or the occupancy or use thereof.

16. Insurance.

(a) Lessee shall procure, and maintain in full force and effect at its expense at all times during the term of this Lease, with insurers approved by Lessor: (1) comprehensive general liability insurance applicable to the Premises with limits of liability of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for injury to persons including

death resulting therefrom, and \$500,000.00 per occurrence for damage to the property of others with not more than \$1,000.00 deductible; (2) casualty insurance with respect to Lessor's property on, in or about the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, sprinkler leakage, and explosion; (3) casualty insurance with respect to Lessee's property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, sprinkler leakage, and explosion, and (4) such other insurance on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this paragraph shall: (1) name Lessor as an additional insured, (2) provide that the policy cannot be cancelled as to Lessor except after the insurer gives Lessor thirty (30) days written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Lessor thirty (30) days written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective except after the insurer gives Lessor thirty (30) days written notice of the change; (5) shall state that notice of any claim against Lessor shall be deemed to have occurred only when Lessor has received actual notice, and has actual knowledge of the claim, and (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee.

(c) Lessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Lessor under the coverage required under this paragraph. Immediately upon the issuance of the policy or policies required under this paragraph, Lessee shall deliver a duplicate original policy to Lessor, together with evidence satisfactory to Lessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than thirty (30) days prior to the expiration of a policy required under this paragraph, Lessee shall pay the premium for renewal for a period of not less than one year and deliver to Lessor a renewal policy or endorsement evidencing the renewal, together with evidence satisfactory to Lessor that the renewal premium has been paid.

(d) Each such insurance policy shall contain a provision permitting Lessee to waive all rights of recovery by way of subrogation, for Lessee and Lessee's insurer, substantially in the following form: "This insurance policy shall not be invalidated, and shall remain in full force and effect, if the insured waives in writing prior to a loss any or all right of recovery against any party for a loss occurring to the property covered by this policy. Lessee waives, during the term of this Lease, any and all rights of recovery and claims against Lessor, Lessor's officers, employees and agents, to the full extent that indemnification is due under the insurance coverage required by this paragraph."

17. Usufruct. This Lease creates only the relationship of landlord and tenant between Lessor and Lessee, and no estate in land shall pass out of Lessor. Lessee shall have only a

usufruct, not subject to levy and sale and not assignable in whole or in part by Lessee except as specifically provided in this Lease.

18. Sale by Lessor. Lessor's right to sell, convey, transfer, assign or otherwise dispose of Lessor's interest in and to the Premises shall be unrestricted, and in the event of any such sale, conveyance, transfer, assignment or other disposition by Lessor, all obligations under this Lease on the part of Lessor to perform hereunder and this Lease itself shall immediately cease and terminate thirty (30) days after any such disposition, with neither Lessor or Lessee having any further obligation hereunder or to one another, in any way, whatsoever, except such obligations as may have accrued prior to the date of such termination.

19. Assignment, Subletting by Lessee. Lessee shall not transfer or assign (whether by instrument, operation of law, withdrawal or change in partnership, merger, consolidation, dissolution or reorganization of any type) this Lease, or any interest of Lessee under this Lease, without the prior written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises, nor permit any party other than Lessee to use or occupy any part of the Premises, without the prior written consent of Lessor. Lessor may in its sole judgment and absolute discretion withhold or refuse to give its consent to any proposed transfer, assignment or subletting and to any proposed use or occupancy by any party other than Lessee. Lessor's consent to one assignment, transfer or sublease, or to any use or occupancy by a party other than Lessee, shall not destroy or waive this provision, and each later assignment, transfer and sublease, and each later use or occupancy of the Premises by a party other than Lessee, shall likewise be made only with the prior written consent of Lessor. Any subtenants, transferees or assignees shall automatically, upon acceptance of such subtenancy, transfer or assignment, become and thereafter be directly liable to Lessor for all obligations of Lessee under this Lease (including but not limited to Basic Rent) without relieving Lessee of liability to Lessor under this Lease.

20. [Section Intentionally Deleted]

21. Removal of Personalty. Unless otherwise agreed to by Lessor and Lessee, at or prior to the termination of the term of this Lease, Lessee may, if no event of default then exists, remove all personal property which Lessee has installed or otherwise located on the Premises and which is not attached to the Premises, provided that Lessee promptly restores the Premises to their condition immediately preceding the time the property was installed or otherwise located on the Premises. In the event that Lessee does not remove said property, it shall be considered abandoned and therefore shall become the property of Lessor, and Lessee shall pay all costs incurred by Lessor in the removal of the same.

22. Risk of Loss of Property and Risk of Injury. Lessor shall not at any time be liable for any loss of or damage to any property of Lessee or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Lessor shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets or ways.

23. Surrender. Upon termination of this Lease, Lessee shall surrender to Lessor the Premises, broom swept clean and in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear.

24. Tenancy at Sufferance. If Lessee remains in possession of the Premises after termination of the term of this Lease, without any renewal in accordance with Paragraph 3(b) and (c) hereof or a written agreement with Lessor, Lessee shall be and become a tenant at sufferance at the sum of \$100.00 per day for each day Lessee is holding over as a tenant-at-sufferance hereunder, and there shall be no renewal or extension of this Lease by operation of law.

25. Right of Entry. Lessee shall permit Lessor and Lessor's representatives, agents and employees to enter the Premises at all times during Lessor's or Lessee's business hours, and at other reasonable times, for the purposes of inspecting the Premises, showing the Premises to prospective tenants, making any repairs or replacements or performing any maintenance required (or permitted to be made or performed by) Lessor and performing any work on the Premises that Lessor may consider necessary to prevent or cure deterioration, waste or unsafe conditions. Lessor shall also have the right to place on the Premises signs suitable to Lessor advertising the Premises or any part of the Premises for lease. Nothing in this paragraph shall imply or impose any duty or obligation upon Lessor to enter the Premises at any time for any purpose, or to inspect the Premises at any time, or to do, or pay for, any work which Lessee is required to perform under any provision of this Lease, and Lessor has no such duty or obligation.

26. Lessor's Right to Act for Lessee. If Lessee fails to make any payment or take any other action when and as required under this Lease, Lessor may, without demand upon Lessee and without waiving or releasing Lessee from any obligation contained in this Lease, make any such other payment or take any such other action required of Lessee. All amounts paid by Lessor pursuant to this paragraph, and all costs and expenses incurred by Lessor in exercising its rights under this paragraph, shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be payable by Lessee to Lessor upon demand.

27. Default.

(a) The following events shall constitute events of default by Lessee under this Lease: (i) Lessee shall fail to pay when due any Basic Rent, or other payment to be made by Lessee; (ii) Lessee shall fail to comply with any agreement, representation, warranty, term or condition of this Lease (other than the payment of Basic Rent, or any other payment to be made by Lessee), and shall not cure such failure within fifteen (15) days after Lessor gives Lessee notice of the failure; (iii) Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of credits, or (iv) Lessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar Law or any statute of the United States or any state, or there shall be filed against or on behalf of Lessee a petition in bankruptcy or insolvency or a similar proceeding, or Lessee shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Lessee.

(b) Upon the occurrence of any event of default, Lessor may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which Lessor may have: (i) Lessor may terminate this Lease by giving Lessee notice of termination, in which event Lessee shall immediately surrender the Premises to Lessor and this Lease shall be terminated at the time designated by Lessor in its notice of termination to Lessee, and, in such event, Lessor may enter upon and take possession of the Premises and expel



or remove Lessee and any other person who may be occupying the Premises, by force if necessary, without being liable for prosecution or any claim of damages, Lessee hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Lessor seeks a dispossessory warrant against Lessee under the applicable laws of Georgia; (ii) with or without terminating this Lease, Lessor may take possession of the Premises and Lessor may release the Premises, on such terms as Lessor may deem satisfactory, and receive the rent for any such re-leasing, in which event Lessee shall pay to Lessor on demand any deficiency that may arise by reason of such re-leasing; or (iii) Lessor may do whatever Lessee is obligated to do under the terms of this Lease, in which event Lessee shall pay Lessor on demand for any expenses, including without limitation attorney's fees, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

(c) Lessor's pursuit of any one or more of the remedies stated in subparagraph (b) above shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination. Lessor's pursuit of any one or more of the remedies provided in this Lease shall not constitute: (i) an election of remedies excluding the election of any other remedy or other remedies; or (ii) a forfeiture or waiver of any Basic Rent or other amounts payable under this Lease by Lessee or of any damages or other sums accruing to Lessor by reason of Lessee's violation of any of the agreements, representations, warranties, provisions, terms and conditions of this Lease. No action taken by or on behalf of Lessor shall be construed to be an acceptance of a surrender of this Lease. Lessor's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by Lessor of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Lessor to pursue or exercise any of Lessor's powers, rights or remedies or to insist upon strict compliance by Lessee with any obligation of Lessee, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver of Lessor's right to demand exact compliance with the terms of this Lease. Notwithstanding anything in this Lease to the contrary, no termination of this Lease prior to the normal termination by lapse of time or otherwise shall affect Lessor's right to collect Basic Rent and Additional Rent for the period prior to termination.

28. Landlord's Lien. Lessee hereby grants to Lessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures and personal property of Lessee located in the Premises during the term of this Lease as security for the full and prompt payment of all sums due to Lessor by Lessee hereunder. The lien and security interest hereby created shall be in addition to any landlord's lien created by law. In order to confirm the security interest granted hereby, Lessee agrees to execute such security agreements, financing statements and other documents and instructions as may be necessary in order for Lessor to perfect its security interest granted hereunder. Upon Lessee's default of any obligation hereunder, then, in addition to the remedies granted to Lessor in Paragraph 27 above, Lessee agrees that Lessor may exercise any and all such rights as Lessor may have at the time of such default as a secured party under the Uniform Commercial Code of the State of Georgia. Upon written request by Lessee, Lessor will subordinate its lien granted in this Paragraph 28 to any purchase money security interest of any vendor or supplier of Lessee.

29. Late Charge. Notwithstanding anything to the contrary contained herein, should Lessee fail to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Lessee shall pay to Lessor as additional rent, a late charge of Fifty Dollars (\$50.00) from date due to date paid.

30. Attorneys' Fees. In the event either party hereto is required to enforce any of the obligations on the part of the other party hereto at law, by or through an attorney at law, then the prevailing party in any such action shall pay reasonable attorneys' fees and costs incurred in connection with any such enforcement action.

31. Time of Essence. Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

32. Notices.

(a) Any notice, demand, request, consent, approval, or communication under this Lease shall be in writing and shall be deemed duly given to, or made upon, a party and shall be deemed properly served: (i) as of the date delivered personally; (ii) three (3) days after sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested; (iii) as of the date delivered by a nationally recognized overnight courier service, or (iv) as of the day sent by confirmable electronic (email) transmission (with a copy sent by first-class mail) to the other party at the addresses set forth below, or at such other address as such party may designate by notice to the other parties hereto:

If to Lessor: Columbus, Georgia  
Attn: Director, Community Reinvestment  
P.O. Box 1340  
Columbus, Georgia 31902

If to Lessee: Liberty Theatre Cultural Center, Inc.  
P.O. Box 1844  
Columbus, Georgia 31902

(b) Any party may change the address to which notices or other communications to such party shall be delivered, mailed or transmitted by giving notice thereof to the other parties in the manner provided herein.

(c) Lessee designates and appoints, as its agent to receive notice of all dispossessory or distraint proceedings and all notices required under this Lease, the person in charge of the Premises at the time the notice is given, and, if no person is in charge of the Premises at that time, such service or notice may be made by attaching the same, in lieu of mailing, on any entrance to the Premises.

33. Entire Agreement, Amendment and Waiver. This Lease constitutes the entire agreement between the Parties pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the Parties with regard to the issues. There are no other covenants, agreements, promises, terms, provisions, conditions,

undertakings or understandings, either oral or written, concerning the issues. This Lease shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations. No supplement, modification or amendment of this Lease shall be binding unless in writing executed by all the Parties. No waiver of any of the provisions of this Lease shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

34. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

35. Headings. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

36. Counterparts. This Lease may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document, and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

37. **WAIVER OF JURY TRIAL. IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES AND FOR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WHOMSOEVER, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE. ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, THE VENUE AND JURISDICTION OF WHICH COURT THE PARTIES HERETO ACKNOWLEDGE.**

\_\_\_\_\_  
(Initial)

\_\_\_\_\_  
(Initial)

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease, all effective as of the day and year first written above.

LESSOR:

COLUMBUS, GEORGIA, a  
consolidated city-county government

By:  
City Manager

(SEAL OF CITY)

[ADDITIONAL SIGNATURE TO FOLLOW]

LESSEE:

LIBERTY THEATRE CULTURAL  
CENTER, INC., a Georgia  
nonprofit corporation

By:  
Shae A. Anderson, Executive Director

(CORPORATE SEAL)

**EXHIBIT "A"**