

STATE OF GEORGIA
COUNTY OF GWINNETT

LEASE AGREEMENT WITH AURORA THEATRE

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into effective this ___ day of _____, 2019, by and between the **CITY OF LAWRENCEVILLE, GEORGIA** (the “City”), and the **AURORA THEATRE, INC.** (the “Aurora Theatre”).

WHEREAS, the City owns the property known as the Lawrenceville Performing Arts Complex consisting of the Bobby Sikes Building, an expanded Performing Arts Facility and associated outdoor spaces such as the Courtyard Areas to be constructed beginning in 2019, (the “Complex”), which is shown on the plat attached hereto to “Exhibit A” as incorporated herein by reference; and

WHEREAS, the City and the Downtown Development Authority (DDA) entered into a Lease Agreement, effective May 1, 2007, pertaining to the original part of the Complex currently known as the Bobby Sikes Building which is incorporated herein by reference; and

WHEREAS, the DDA and the Aurora Theatre entered into Sub-Lease Agreement, effective as of May 1, 2007 pertaining to the Bobby Sikes Building ; and

WHEREAS, the City desires that the expanded Complex continue to serve as an anchor attraction for the downtown area of the City, act as a development stimulus for the City, provide enjoyment for the benefit of the City’s citizens, and promote the City’s business community and its surrounding areas; and

WHEREAS, the Aurora Theatre desires to produce theatrical and performing arts entertainment and education for the benefit of the community and the citizens of the City; and

WHEREAS, the Aurora Theatre desires to use its production of theatrical and performing arts entertainment for education for K-12 and Higher education purposes; and

WHEREAS, the City desires for the Aurora Theatre to provide expanded entertainment and education for the citizens of the City of Lawrenceville and to maintain and manage the Complex in consideration for managing and occupying the premises thereof; and

WHEREAS, the City and the Aurora Theatre (hereinafter collectively referred to as the “Parties”) seek to delete in its entirety the terms and conditions of the 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement approved June 4, 2014 and replace with this agreement.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement approved June 4, 2014 is hereby deleted in its entirety and replaced with the following:

1. **USE OF PREMISES AND RENTAL.** During the term of this Agreement, the Aurora Theatre shall lease the Complex for performances and programs produced by the Aurora Theatre and other persons, companies or entities which have contracted with the Aurora Theatre. No other person, company or entity other than the City shall have the right or ability to use the Complex without contracting with the Aurora Theatre. The Aurora Theatre shall cooperate with the City in the scheduling of any City events, at no cost to the City, at the Complex that do not conflict with a previously scheduled use. .

As consideration for the lease of the Complex, the Aurora Theatre covenants and agrees that the premises shall be primarily used by the Aurora Theatre for the production and public display of the theatre and visual arts. To this end, the Aurora Theatre shall, at a minimum, produce forty (40) weeks of professional quality theatre shows each year, taking place Tuesday through Sunday of each such forty (40) weeks, with at least six (6) required performances taking place from Tuesday through Sunday for each of these forty (40) weeks. Additionally, the Aurora Theatre shall use the Complex and assist the City in developing programs to support classrooms, offices and joint spaces for fine arts programming for K-12 and Higher Education programs for the community. The shows as required by this part shall use all facilities such that no more than 30 consecutive days shall pass without there being at least one public performance in each building of the Complex.

Consistent with the commitment of the Aurora Theatre to assist the City in developing the above programs, the Aurora Theatre in its sole but reasonable discretion (which shall include but not be limited to artistic and financial concerns) shall have the right to add and delete programs to support the fine arts for K-12 and Higher Education so long as in the reasonable judgment of the Aurora Theatre, any modifications, additions or deletions to the programs shall serve the above standard in providing assistance to the City.

The consideration stated in Section 1 and 2 of this agreement is the sole consideration to be paid by the Aurora Theatre as monetary rent to the City. The only other monetary obligations of the Aurora Theatre to the City are as expressly provided in this Agreement, including (i) the utility bills as provided in Paragraph 6, below, (ii) the responsibility of the Aurora Theatre as to repair and maintenance of the premises as provided in Paragraph 13(b), below, (iii) the obligation of the Aurora Theatre to pay taxes pursuant to Paragraph 14, below, (iv) the indemnity contained in Paragraph 15, below, (v) insurance as provided in Paragraph 16, below, (vi) and any costs to comply with applicable laws imposed upon the Aurora Theatre as provided in Paragraph 18, below. Any other monetary obligations or liabilities of the Aurora Theatre arising pursuant to the original Sub-Lease Agreement are hereby terminated, cancelled and of no further force and effect. Further, unless outlined in Paragraph 2 below, all revenues received by the Aurora

Theatre for its productions and for any rental, usage fees or any other revenues generated for the education and community engagement programs or in the operation of the Complex shall be the sole property of the Aurora Theatre during the term of this Agreement.

2. **FUNDING.** As additional consideration, the Aurora Theatre shall provide the City funding in return for the construction of the expanded Performing Arts Complex and associated outdoor spaces in a total amount of \$7,500,000. The total payment shall be paid based on the following minimum parameters:

- A. Aurora Theatre shall charge and collect a Building Fund Surcharge on tickets totaling \$2,500,000 beginning July 1, 2019 and terminating June 30, 2029. Annually, the surcharge shall generate a minimum of \$250,000 per year. These funds shall be maintained by the Aurora Theatre in a separate account. The \$250,000 amount shall be remitted to the City on June 30 of the year, beginning in 2020 and ending in 2029.

- B. The Aurora Theatre shall also secure, collect and maintain in separate account a total of \$5,000,000 from a capital campaign. Payments shall be remitted to the City based on the following payment schedule.

- A. \$1,000,000 – December 31, 2019
- B. \$1,000,000 – December 31, 2020
- C. \$1,000,000 – December 31, 2021
- D. \$1,000,000 – December 31, 2022
- E. \$1,000,000 – December 31, 2023

- C. In addition to these payments, the Aurora Theatre further agrees to set aside and maintain a total of \$50,000 per year beginning July 1, 2020 through December 2023 and then \$100,000 per year every year after December 2023 in a maintenance sinking fund to be kept and maintained separately from other funds of the Aurora Theatre for the sole purpose of maintenance of the Complex for the duration of this lease. Such sinking fund shall be reported as a separate fund of the Aurora Theatre annual audit. Use of the sinking fund shall be for maintenance items that are the responsibility of the Aurora Theatre as determined by Paragraph 13(b) and shall be approved jointly by the Aurora Theatre and the City. Any funds remaining in the sinking fund at the termination of the lease shall belong to the Aurora Theatre provided all maintenance of the Complex is current and there are no known issues that have not been repaired as per the terms of this agreement.

- D. Fund remitted to the City in advance of the above schedule shall reduce future remittances to the City using a discount rate equal to the “all-in” interest rate of the bonds used to finance the expansion of the Performing Arts Complex. The City Finance Director shall calculate the change in future value and provide an updated schedule of remittances to the City Council and Aurora Theatre.

3. **TERM.** The term of this Agreement shall begin upon the effective date as provided above and continue until midnight on the 30th day of June, 2029, unless sooner terminated as hereinafter provided. The term of this Agreement is subject to the contract limitations of the entities involved and subject to the right of the City to terminate the Agreement if the standards and terms of this Agreement are not met by the Aurora Theatre. No default as to any provision of this Agreement on the part of the Aurora Theatre shall be claimed or charged by the City until notice thereof has been given to the Aurora Theatre in writing, and such default remains uncured for a period of sixty (60) days after the receipt of such notice by the Aurora Theatre; provided however, that if such default cannot by its nature be fully cured within said sixty (60) day period, the Aurora Theatre shall have a reasonable additional period to cure same provided that it continuously prosecutes the curing action with diligence, and further provided that such additional period to cure shall not exceed an additional sixty (60) days in the aggregate.
4. **FIXTURES AND EQUIPMENT.** The Aurora Theatre shall be solely responsible for the acquisition and installation of fixtures, specialized electrical equipment, sound equipment and other fixtures and equipment related to the operation of the Complex. Once installed (with the term “installed” meaning attached or affixed to the premises in a permanent manner but such term shall not include any property or equipment which can be removed by being unplugged or by some other manner not involving damage to the premises), this property shall become the property of the City. Refer to Section 19 (c) for removal of fixtures.
5. **RIGHT OF AURORA THEATRE TO NAME.** During the term of this Agreement and as long as the Aurora Theatre is not in default, the Aurora Theatre shall be allowed to name interior and exterior spaces of the Complex in honor and in memory of those making capital contributions for the benefit of the Aurora Theatre; provided that the naming of the spaces shall be approved by the City. This right and the naming shall expire upon termination of this Agreement. The Bobby Sikes Building shall retain its name, and only the City shall have the right to name the entire Complex.
6. **UTILITY BILLS.** The Aurora Theatre shall pay all utility bills in a timely manner in compliance with City policies for the Complex, including but not limited to stormwater, water, gas, sanitation, sewer, and electricity.
7. **MANAGEMENT DUTIES.** In consideration for its use of the premises, the Aurora Theatre shall manage, provide security as necessary, maintain and operate the Complex for the City, including rendering all services necessary to maintain the interior of the building from a non-structural standpoint and hiring all necessary staff at the sole expense of the Aurora Theatre. The City shall be responsible for all

structural interior maintenance as provided herein. The City reserves the right to perform an annual facilities conditions assessment at any time during the term of this agreement. Security of the Complex shall be the responsibility of the Aurora Theatre as they deem necessary. . Although not required, use of off duty Lawrenceville Police Officers are encouraged. The costs of security may be managed through any rental or use of the Complex as established in agreements the Aurora Theatre may execute for rental or use of the Complex as authorized herein. The City shall be responsible for security for any use of the Complex by the City.

The Aurora Theatre shall be responsible for marketing and advertising the Complex and its productions and shall be solely responsible for entering into contracts with third parties for use of the Complex during the term of this Agreement. City scheduled events shall take priority over any third party bookings. The Aurora Theatre shall make available to third parties any calendar of bookings maintained by the Aurora Theatre indicating any vacancies in the availability of the Complex and, if no calendar of bookings is then maintained by the Aurora Theatre, that space shall be responsible to any third party requests concerning the availability of the Complex.

The Aurora Theatre shall at all times during the term of this Agreement operate as a non-profit entity. The Aurora Theatre shall be responsible for all financial accounting at the Complex and shall provide to the City, within 30 days of completion, an operating budget on an annual basis and shall provide copies of any strategic plan from time to time (or as requested by the City) commissioned by the Aurora Theatre to the City. The City shall also have the right to inspect and audit the financial records of the Aurora Theatre at any time in order to ensure compliance with the provisions of this Agreement, and to satisfy any auditing or reporting requirements of the City. The Aurora Theatre agrees to cooperate as necessary in whatever capacity to provide information and access to the City as they may require for any official business purpose.

The Aurora Theatre acknowledges that the content of productions taking place in the Complex may adversely affect the reputation of the City. The Aurora agrees that no content of any production will be obscene, and the Aurora Theatre further agrees that it will not allow productions of shows that would have a rating of R or worse by Musical Theatre International or a similar organization without written notice to the City and appropriate warnings in any public advertisement of the productions.

8. **SIGNS.** The City reserves the right to control at its sole discretion all exterior signage. .
9. **OUTSIDE STORAGE.** The Aurora Theatre agrees that there is to be no outside storage of supplies, debris or materials and any materials or breakdown of major sets or debris that are not capable of being dispensed as daily-waste shall be the

responsibility of the Aurora Theatre to dispose of in an appropriate and timely efficient manner.

10. **BOARD OF DIRECTORS.** During the duration of this Agreement and any renewal thereto, two official representatives as chosen by the Council shall be a voting member of the Board of Directors of the Aurora Theatre, one from staff and one from the elected body. In addition, during the same term, the Council of the City shall have the authority and obligation to designate two (2) additional voting members of the Board of Directors of the Aurora Theatre for the purpose of representing the interests of the citizens in the operations of the Complex. As a prerequisite to becoming a member of the Board of Directors, the two appointed members shall pay or contribute an amount of money established by the Board of Directors that is equal to any amount paid as a requirement for membership of all other members of the Board. The City agrees that the two (2) members appointed shall not be elected officials or employees of the City.

11. **ABANDONMENT OF THE PREMISES.** The Aurora Theatre agrees not to abandon or vacate the premises during the term of this Agreement, and agrees to use said premises for the purposes described herein until the expiration hereof. Abandonment shall be grounds for immediate termination of this Agreement and shall supercede Paragraphs 3 and 19 herein. Non-use of the premises in violation of the provisions of Section 2 without approval of the City shall constitute abandonment, excepting any events of casualty, force majeure, or the time reasonably necessary to make any alterations to the premises approved by the City. Abandonment of the premises shall be in compliance with paragraph 19 (b) herein.

12. **EXPANSION PROJECT.** The Aurora Theatre acknowledges that the City intends to pursue the acquisition, construction, and installation of an expansion and other improvements to the Complex (the "Expansion Project") and to finance the Expansion Project, in whole or in part, through the issuance of bonds or other obligations by the City or another governmental entity on behalf of or for the benefit of the City. The Aurora Theatre further acknowledges that it will benefit from the Expansion Project in that the Expansion Project will provide the Aurora Theatre with enhanced facilities for its performances and operations. Accordingly, in the event that that the City pursues the Expansion Project, and any financing therefor, the Aurora Theatre agrees to reasonably cooperate with the City and with any other governmental entity involved with the City's pursuit of the Expansion Project and any such financing; provided, however, the Aurora Theatre shall not be obligated to incur any debt or other obligation to any third party or to the City in connection therewith other than as set forth in this Agreement.

To the extent that the financing of the Expansion Project involves the issuance of bonds or other obligations the interest on which is exempt from federal income tax

("Tax-Exempt Bonds"), the Aurora Theatre acknowledges that certain mandatory tax restrictions will be imposed upon the issuer of Tax-Exempt Bonds, the City, and any other users of the Complex, including the Aurora Theatre, to ensure that the interest on such Tax-Exempt Bonds remains exempt from federal income tax. In particular, the Aurora Theatre will be required, among other things, to maintain its tax-exempt status as a 501(c)(3) organization pursuant to Section 501 of the Internal Revenue Code (the "Code") and to only use the Complex in furtherance of its exempt purpose. Further, the Aurora Theatre will not be permitted to sublease any portion of the Complex to a third party or enter into any type of contractual arrangement with a third-party vendor, manager, or other similar type of service provider without approval by the City and its bond counsel.

Should the City proceed with the Expansion Project and the financing thereof through the issuance of Tax-Exempt Bonds as described herein, the Aurora Theatre agrees that it shall comply with all applicable requirements and restrictions imposed by the Code and the treasury regulations promulgated thereunder. In addition, the Aurora Theatre agrees to execute such compliance documentation as required by the City's bond counsel as a prerequisite to the City's bond counsel opining that interest on such Tax-Exempt Bonds is exempt from federal income tax. To the extent that any provision of such compliance documentation conflicts in any way with any rights granted to the Aurora Theatre under this Agreement, such provision of the compliance documentation shall control. The Aurora Theatre acknowledges that failure to comply therewith shall be deemed a breach or default in the performance of this Agreement.

13. **REPAIR AND MAINTENANCE OF THE PREMISES.**

(a) Responsibility of the City: The City shall be responsible only for major structural repairs such as roof repair, major system replacements and major plumbing repairs to the Complex, provided that such repair is not brought about by any act or negligence of the Aurora Theatre, its agents, employees, customers, licensees or invitees. The City shall also be responsible for maintenance of the exterior of the building, courtyard, and the parking deck adjacent to the Complex. In the event that any major structural repairs such as roof, foundation, exterior walls, interior structural load bearing walls and columns, all structural components, and all building systems, such as mechanical, electrical, HVAC and plumbing, which are the responsibility of the City as defined herein are necessary, the Aurora Theatre shall promptly notify the City in writing. The failure to report such defect shall make the Aurora Theatre liable to the City for any expense or damage to the City resulting from the delay in reporting such defect but shall not result in the waiver of the City's responsibility to repair such defect. In addition, the City shall be responsible for general landscaping and maintenance of the grounds to include keeping the exterior areas free from trash and debris at all times except as set forth in 13(b) below.

(b) Responsibility of the Aurora Theatre: Except for the repairs and maintenance listed in Paragraph 13(a) above, the Aurora Theatre shall keep and maintain the premises in good order, repair and condition, at the expense and cost of the Aurora Theatre. The Aurora Theatre's obligations shall include, but not be limited to, all repairs and maintenance (but not replacement) for the operation and maintenance of any heating, ventilation and air conditioning systems; security services; plumbing situations such as clogged toilets or leaking pipes; and routine maintenance such as minor repairs and painting. In addition, the Aurora Theatre shall obtain service agreements, at no cost to the City, on all mechanical, fire, life safety, electrical, elevators, generators and provide a copy of the service reports on an annual basis when the financial audit is submitted to the City. In addition, the Aurora Theatre shall be responsible for maintenance of the grounds to include keeping the exterior areas free from trash and debris during any special use or events of the outside area as approved or held by the Aurora. The Aurora Theatre understands and agrees that any and all repairs, maintenance, alterations, improvements, or modifications made within the Complex shall become permanent improvements and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment and other personal property as provided in Paragraph 4, above.

(c) Alterations and Additions: The Aurora Theatre shall not make any structural alterations, improvements, modifications, or additions within, on, or about the Complex without the prior written consent of the City. To the extent that City may consent or agree in writing to any structural or non-structural alterations, improvements, modifications, or additions within, on or about the Complex, the Aurora Theatre acknowledges that any such alterations, modifications, or additions shall be at the sole expense of the Aurora Theatre, and the Aurora Theatre shall ensure that such alterations, improvements, modifications, or additions are made in accordance with all applicable laws, rules, codes, ordinances and regulations. The Aurora Theatre shall pay all bills for labor and material incurred in connection with any permitted alterations, improvements, modifications, or additions, and the Aurora Theatre shall permit no materialmen's or supplier's lien to be levied, claimed, or filed against the premises, the real property upon which such premises in situate or any part or portion thereof. In the event of the filing of any such lien, the Aurora Theatre shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied. Failure to cure any such lien shall cause the Aurora Theatre to be in default subject to paragraph 19(a) herein. The Aurora Theatre understands and agrees that any and all structural alterations, improvements, modifications, or additions made within, on or about the Complex shall become permanent fixtures and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment and other personal property as provided in Paragraph 4, above.

(d) City Access: The City shall have the right to enter the Complex at all reasonable times to make repairs or to perform any necessary maintenance or for any reason.

14. **TAXES**. The Aurora Theatre agrees to pay, when due, all ad valorem taxes assessed against equipment, inventory, materials and supplies, furniture and fixtures as and when the same are due and payable, and the Aurora Theatre shall not permit any lien for such unpaid taxes to become a lien or encumbrance upon the premises or any portion thereof. As owner of the building, the City will remain responsible for payment of any property taxes that may be assessed on the Complex.

15. **INDEMNITY**. The Aurora Theatre shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees actually incurred and not the statutory attorneys' fees specified in O.C.G.A. §13-1-11), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by:

(a) The Aurora Theatre, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees; and

(b) All other persons, including the City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect in or about the Complex by the Aurora Theatre, its partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by the Aurora Theatre, or any failure of the Aurora Theatre to comply with the provisions of this agreement except for the gross negligence or willful misconduct of the City its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.

(c) In the event that any action or proceeding is brought against the City by reason of any such claim, then the Aurora Theatre, upon notice from the City, shall defend such action or proceeding at the cost of the Aurora Theatre, and the Aurora Theatre shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against the City. The obligations imposed

on the Aurora Theatre by this Paragraph shall survive such the termination of this Agreement for any event occurring during the term of this Agreement except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.

16. **INSURANCE**. The City shall maintain, at all times during the term of this Agreement, fire and extended insurance coverage on the premises. The Aurora Theatre shall be responsible for all insurance coverage on the contents of the premises, including a general liability insurance policy with a minimum policy limit of \$3,000,000.00 per occurrence for bodily injury and \$5,000,000.00 per occurrence for death as well as workers' compensation for its employees. The Aurora Theatre's liability policy shall specifically include coverage for alcohol sales and related coverages. All policies shall name the City as additional insured and shall insure the City and the Aurora Theatre as their respective interests shall appear and shall contain a replacement cost endorsement. The Aurora Theatre shall keep policies in force during the term of this Agreement and for at least one year thereafter, and submit to the City evidence of renewal prior to the expiration of each term of insurance.
17. **ASSIGNMENT**. During the term of this Agreement, the Aurora Theatre shall not transfer or assign this Agreement without the express prior written consent of the City; provided, however, that the Aurora Theatre shall have the right to rent the facilities to third parties for performances and other uses as set forth herein.
18. **COMPLIANCE WITH APPLICABLE LAWS**. The Aurora Theatre shall comply at its expense with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the Aurora Theatre with respect to the premises and which are made necessary by the Aurora Theatre's specific operation of the premises. The City shall be responsible for insuring that the Complex as constructed by the City complies with the Americans with Disabilities Act ("ADA").
19. **CANCELLATION OF LEASE**.
 - (a) **Termination**: It is mutually agreed that in the event the Aurora Theatre shall breach or default in the performance of this Agreement, and fail to cure said default within sixty (60) days of written notice of the default (provided however, that if such default cannot by its nature be fully cured within said sixty (60) day period, the Aurora Theatre shall have a reasonable additional period to cure same provided that it continuously prosecutes the curing action with diligence, and further provided that such additional period to cure shall not exceed sixty (60) days in the aggregate); then, in that event, the City, at its option, may terminate this lease by written notice to the Aurora Theatre;

whereupon this Agreement shall end. Upon termination by the City, the Aurora Theatre will at once surrender possession of the premises to the City including all systems, equipment and fixtures with the property; and the City may forthwith reenter the premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

- (b) Effect of Termination: No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect the City's right to enforce the provisions of this Agreement for obligations that arose prior to termination.

- (c) Removal of Fixtures and Condition of Premises Upon Termination: The Aurora Theatre may (if not in default hereunder) prior to the expiration of this Agreement, or any extension or renewal hereof, remove all personal property that is not the property of the City in the premises as provided in Paragraph 4, above, provided the Aurora Theatre repairs all damage to the premises caused by such removal. Not later than the last day of the term hereof, or any renewal or extension of the term hereof, the Aurora Theatre shall, at the Aurora Theatre's expense, remove all of the Aurora Theatre's personal property which has not become the property of the City, and surrender the Complex to the City in substantially the same condition as the Complex was in when received by the Aurora Theatre, except for (i) reasonable wear and tear, (ii) damage by the elements of fire or other casualty unless Aurora Theatre will be required to make or pay for repairs or replacements under the other provisions of this Agreement; (iii) condemnation; (iv) damage arising from any cause not required to be repaired, replaced or paid for by the Aurora Theatre, and (v) alterations as permitted by this Agreement unless consent was conditioned on their removal at the time the City gave its consent.

All property of the Aurora Theatre remaining on or in the Complex upon the termination of this Agreement shall be conclusively deemed "Abandoned" and may be removed by the City and the Aurora Theatre shall reimburse the City for the cost of such removal. The City may have any such property stored at the Aurora Theatre's risk and expense or the City may dispose of such property in any manner the City deems desirable without any liability whatsoever to the Aurora Theatre. The obligations imposed upon the Aurora Theatre by this paragraph shall survive the termination of this Agreement.

- 20. **NO ESTATE IN LAND**. This Agreement shall create the relationship of landlord and tenant between the City and the Aurora Theatre. No estate shall pass out of the City; the Aurora Theatre has only a usufruct, not subject to levy and sale, and not assignable by the Aurora Theatre except by the consent of the City.

Thomas J. Andersen
Attorney

Andersen, Tate & Carr, P.C.
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097

26. **MODIFICATION.** No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto.
27. **FURTHER ASSURANCES.** Upon the request of the City, the Aurora Theatre shall duly sign and deliver, at the cost and expense of the Aurora Theatre, such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this Agreement.
28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.
30. **LEASE.** To the extent of any inconsistency between the terms and conditions of the 2007 Sub-Lease Agreement and the Sub-Lease Modification approved June 4, 2007, the provisions of this Agreement shall control.
31. **Special Stipulation.**
 - (a) the Aurora Theatre acknowledges that its Co-Founders Anthony Rodriguez and Ann-Carol Pence play a special role in the success and reputation of the organization. Should either or both of the Co-Founders leave the Aurora Theatre, the City shall have the right to terminate this Lease Agreement upon six (6) months notice to the Aurora Theatre.
 - (b) The Aurora Theatre and its Co-Founders, Anthony Rodriguez and Ann-Carol Pence agree that they will not provide productions at any other facility in the Metropolitan Atlanta area during the term of this Lease Agreement without the written consent of the City. This provision may be enforced by appropriate injunctive relief during the entire term of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement under their hands and seals, the day and year first above written.

CITY OF LAWRENCEVILLE, GEORGIA

BY: _____
Judy Jordan Johnson, Mayor

ATTEST: _____
Karen Pierce, City Clerk

AURORA THEATRE, INC.

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

Anthony Rodriquez

Ann-Carol Pence