LEASE

THIS LEASE, made this 1st ~~th~~ day of August ~~July~~, 2013, by and between THE DOWNTOWN DEVELOPMENT AUTHORITY OF STOCKBRIDGE, first party, (hereinafter called "Landlord"); and PHOENIX THEATRE ACADEMY, INC., d/b/a "ACADEMY THEATRE" second party, (hereinafter called "Tenant").

W I T N E S S E T H

WHEREAS, the parties hereto desire to begin a long and productive relationship; and

WHEREAS, the City of Stockbridge and its Downtown Development Authority desire to provide to City residents, businesses, tourists, and those persons living and working in the downtown area of the City a high quality venue for cultural and leisure events; and

WHEREAS, the City of Stockbridge and its Downtown Development Authority desire to have a reasonable return on their investment in cultural and leisure events over the long term; and

WHEREAS, the City of Stockbridge and its Downtown Development Authority have concluded after sufficient review that Tenant herein can provide high quality cultural and leisure events within the downtown area of the City and manage the premises at issue herein in exchange for the promises and other consideration contained herein; and

WHEREAS, the parties hereto recognize that any extension of this agreement beyond the term contained herein may require the Tenant to pay for utilities and other out of pocket costs relating to the premises, and eventually pay the City and its Downtown Development Authority a financial return on its investment herein.

NOW, THEREFORE, THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

Premises:

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit:

Building and lot located at 146 BURKE STREET, STOCKBRIDGE, GEORGIA 30281, and popularly known as the Stockbridge Multiplex.

The leased portion includes the Building and land upon which the building is located, as further described in Exhibit A attached hereto.

No easement for light or air is included in the premises.

Term

2. (a) The original term of this Lease shall be three (3) years, commencing upon August 1, 2013 and terminating on July 31, 2016 at midnight, unless either party terminates the agreement in writing prior to 90 days of end of lease term.

Rental

3. The tenant shall pay to the landlord the sum of $10.00 per year.

Utility Bills

4. Landlord shall pay taxes, water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant. Landlord shall also be responsible for all maintenance of the leased premises, including landscaping, sanitation, and repairs. Tenant shall promptly notify Landlord of any needed repairs observed, and agrees to allow agents for Landlord (or its designee) onto the premises at any time so as to complete any maintenance, landscaping, or repairs.

Use of Premises

5. Premises shall be used for theatre, arts, office and/or educational purposes, gift and food, and bar services, and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass: nor in any manner to vitiate the insurance or increase the rate of insurance on premises. Notwithstanding the above, no tenant that uses and/or stores any type of Hazardous Waste shall be allowed to occupy the premises. In the event Tenant chooses to alter the building, the Tenant must meet all applicable code and zoning requirements. Tenant will also provide a description of all proposed alterations to Landlord for approval at least 30 days prior to beginning alteration work. In the event Tenant ceases to operate or sublease the premises in accordance with this Lease, this Lease shall automatically terminate and the premises and possession shall revert to the Landlord, Tenant will notify Landlord in advance of the addition of demising walls, so that Landlord may expressly consent to them. Such consent shall not unreasonably be withheld, conditioned, delayed or denied.

Additional Uses

6. Tenant agrees to provide sufficient office space for three (3) employees of the City of Stockbridge on the premises during the entire term of the lease. In addition, tenant also agrees to create and maintain one computer/internet laboratory on the premises for the public during the entire term of the lease, and further agrees to create and maintain one game/multi-purpose room on the premises for the public during the entire term of the lease.

Abandonment of Premises

7. Tenant agrees not to abandon or vacate leased premises during the term of this Lease, and agrees to use said premises for the purposes above herein leased until the expiration hereof.

Destruction of, Damage to Premises

8. If premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for and prorated as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed or rendered unusable, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

9. Tenant shall indemnify, defend, and hold harmless Landlord and the City of Stockbridge, Georgia for all actions, activities, misconduct and negligence of Tenant and its agents, employees, contractors, and invitees on the premises.

However, nothing herein shall cause Tenant to be liable to Landlord or any other party for environmental contamination of the property prior to Tenant's possession of premises.

Governmental Orders

10. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority, including the City of Stockbridge and Henry County, Georgia as necessary.

Condemnation

11. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date.

Assignment and Subletting

12. Tenant shall have the right to sublease the premises with Landlord's consent. Tenant shall give Landlord prior notice of sub-tenancy for any events that could in no way be construed as having any artistic purpose. Landlord's consent shall be required for any assignment in full, which consent shall not be unreasonably withheld, conditioned, or delayed if assignee's financial condition and business- reputation equal or exceed that of Tenant. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Removal of Fixtures

13. Tenant or subtenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures, personal property and equipment which it has placed in premises, provided Tenant repairs any damage to premises caused by such removal which shall reduce the value of the premises for intended uses subsequent to the lease term.

Cancellation of Lease by Landlord

14. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within fifteen (15) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment of the entire premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee. The above financial problems of any subtenant shall not impair the rights of the Tenant or constitute a nonmonetary default. Any notice provided in this paragraph may be given by the Landlord, or its attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter 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 or detainer or other tort.

Reletting by Landlord

15. Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's breaching this contract, and failing to cure said breach within the time periods described in Section 15, above shall within four (4) months enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, for up to four (4) months but not beyond.

Exterior Signs

16. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the prior written consent of the Landlord. Any and all signs placed within the leased premises by Tenant or subtenants shall be maintained in compliance with rules and regulations governing

such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal which shall reduce the value of the premises for intended uses subsequent to the lease term..

Entry for Carding, etc.

17. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this Lease provided the parties are not actively pursuing a renewal or extension. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

Effect of Termination Lease

18. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Mortgagee's Rights

19. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord. Such secured party shall agree that Tenant's use and occupancy of the premises hereunder shall not be disturbed by any foreclosure.

No Estate in Land

20. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over

21. If Tenant remains in possession of premises after expiration of the term hereof; with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a monthly tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

Attorney's Fees and Homestead

22. If any rent owing under this Lease is collected by or through an attorney-at-law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions, which it may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

Service of

Notice

23. Any notice to and service of process on Tenant shall be delivered to its office at 146 Burke Street, Stockbridge, Georgia 30281. Any notice to and service of process on Landlord shall be delivered to its Executive Director at Stockbridge City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, and a copy sent to the Stockbridge City Attorney, William J. Linkous, III at 100 Galleria Parkway, Suite 1600, Atlanta, Georgia 30339.

Waiver of Rights

24. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof

Time of Essence

25. Time is of the essence of this agreement.

Definitions

26. "Landlord" as used in this Lease shall include first party, its heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, its heirs and representatives, and if this Lease shall be validly assigned or, sublet, shall include also Tenant's assignees or sub-lessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Building Condition at Lease Commencement

27. At the time of commencement of this lease, Landlord agrees to provide Tenant the building with functioning I-IVAC, the roof in good condition and electrical and plumbing systems that meet the minimum code requirements of the City of Stockbridge, Georgia.

Special Stipulations

Special Stipulations (A):

1. Landlord stipulates that the intended use of the building being leased (theatre, office, arts, educational purposes, and other uses found in paragraphs 5 and 6 herein) meets the applicable code requirements of the City of Stockbridge.

2. Tenant agrees that it will maintain accurate records of the number of people attending each and every event presented on premises, including to the extent possible, the number of Stockbridge residents attending each event.

3. Tenant agrees that it will maintain, to the extent possible, accurate records of the economic benefits derived by the City of Stockbridge from its events and projects on premises, and will provide those records, and the records in sub-paragraph 2 above, to Landlord and the City of Stockbridge on a monthly basis through the Landlord's Executive Director.

4. Landlord agrees that the furniture, fixtures, and equipment listed on the Surplus Furniture List attached hereto as Exhibit "B" will be provided to tenant for its use during the term of this lease, provided that all such items be returned to Landlord upon the expiration or termination of this lease agreement.

5. Tenant agrees to name the City of Stockbridge, Georgia and the City of Stockbridge, Georgia Downtown Development Authority as official sponsors of all programs and events held on the premises, and to incorporate the City of Stockbridge logo and the logo of the Stockbridge Downtown Development Authority into any advertisements, internet web sites, posters, handbills, and displays for all such events and programs.

6. Tenant is specifically permitted to contract with third-party entities and vendors to provide services to residents of the City of Stockbridge on the premises consistent with the uses discussed in paragraphs 5 and 6 herein, provided, however, that each such engagement of a third party entity above a value of $8,500.00 be approved by the Landlord's Executive Director prior to entering into any contract with a third party.

7. Tenant is responsible for obtaining and maintaining a valid business license (occupational tax certificate) with the City of Stockbridge during its operations on the premises.

8. Landlord will be responsible for insurance only on the contents of the premises which are owned by Landlord and/or the City of Stockbridge.

9. Tenant may apply for a beer/wine license with the City of Stockbridge, but must do so at its own expense.

10. Tenant agrees to maintain compliance with all local, state, and federal laws in its operations on the premises.

11. Attached hereto as Exhibit "D" is a general agreement between the parties in which Tenant agrees to provide certain programs and services to the public at the premises. Landlord specifically incorporates said general agreement herein, and makes this lease

contingent upon the performance by Tenant of its duties under the attached general agreement. Should Tenant fail to perform its obligations under the attached general agreement, Tenant shall be considered to be in breach of this lease, and Landlord will then have all the remedies for breach provided for herein, including cancellation of this lease as described in paragraph 14 herein.

12. Landlord represents and warrants it has full right and authority to enter into this lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and arguments herein set forth to peaceably and quietly have, hold and enjoy the premises for the term hereof, subject to the terms and provisions of this Lease.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY OF STOCKBRIDGE

BY:_____
J.T. Williams, Chairman

LANDLORD

ATTEST:_____
Its_____

Signed, sealed and delivered as to Landlord in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission expires:_____
(NOTARIAL SEAL)

THE ACADEMY THEATRE

BY:_____
Its: MANAGING DIRECTOR

ATTEST: Robert W. Drake
Its Artistic Director

Signed, sealed and delivered as to
Landlord in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission expires:_____
(NOTARIAL SEAL)

Special Stipulations (B):

ARTICLE I
INSURANCE

Sections 1.01. (a) Tenant shall insure its contents and personal property on the premises. Tenant shall pay all premiums upon insurance policies covering public liability as will fully protect Landlord against claims of any and all persons for personal injury or death occurring in **or about** the premises, such insurance to afford protection to, the limit of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), in respect to injury or death on any one person, and to the limit of not less than, ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), in respect to any one accident, and to, the limit of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for property damage. Such insurance policies shall contain, endorsements, that such insurance may not be canceled, lapse, terminated, expire, or be materially altered by the insurance company with respect to Landlord except upon fifteen (15) days prior written notice.

(b) Tenant shall also carry all casualty, fire and other hazard insurance on the premises at the level of replacement cost and name Landlord and the City of Stockbridge as additional insured, providing Landlord with a certificate of insurance at least annually. Such insurance policies shall contain endorsements that such insurance may not be canceled, lapse, terminated, expire, or be materially altered by the insurance company with respect to Landlord except upon fifteen (15) days prior written notice.

ARTICLE II
IMPROVEMENTS, ALTERATIONS AND CHANGES
REPAIRS AND MAINTENANCE - SURRENDER - WASTE

Sections 2.01. Tenant shall not permanently paint, decorate or alter the exterior of the premises or any part thereof or any substantial part of the inside of the premises, without first: (a) submitting to Landlord plans and specifications in reasonable detail of any proposed alterations; and (b) obtaining Landlords prior written approval thereof. All repairs, replacements, rebuilding, painting, cleaning and maintenance to and alterations made by Tenant shall be performed by Tenant, and Landlord shall have no obligation therefore. Any such alterations shall immediately become the property of Landlord and shall remain upon the premises upon termination of the within Lease. Tenant shall promptly pay for all work, labor or services done, or materials furnished for any work, repair, rebuilding, replacement, painting, cleaning, maintenance, improvement, alterations, or additions performed by or on behalf of Tenant or any party holding the premises through or under Tenant, and Tenant shall not permit any mechanic's, material man's, or any other type of lien or claim of lien to be filed against the premises by reason, of or related to any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the premises through or under Tenant. If any such mechanic's, materialman's, or other lien or claim of lien shall at any time be filed against or affecting Landlord, the premises, whether said lien or claim of lien be valid or not, Tenant shall indemnify and hold Landlord harmless from same and shall, within thirty (30) days after notice of the filing thereof, cause such lien to be canceled and discharged of record, by bond or otherwise. If Tenant shall fail to cause such lien to be so canceled and discharged within the thirty (30) day period, then in addition to any other right or remedy of Landlord, Landlord shall be entitled, but not obligated, to discharge such lien in any

manner that Landlord shall in its sole discretion determine, and the cost of so doing, including attorney's fees, shall be repaid by Tenant to Landlord as additional rent immediately upon demand. Nothing in this Lease shall be construed in any way as: (a) constituting the consent, authorization, or request, express or implied, of Landlord to any contractor, subcontractor, laborer, mechanic, materialman or any other party for the performance of any work, labor or services or the furnishing of any materials for any repair, rebuilding, replacement, painting, cleaning, maintenance, improvement, alteration or addition of or to the premises, or for the benefit of Landlord; or (b) giving the right, power or authority to act as agent of Landlord or on behalf of Landlord in furnishing any materials or causing, contracting for, or permitting any work, labor, services, maintenance, improvement, alteration or addition of or to the premises. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanic's, materialman's or other lien or claim of lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the premises. Tenant shall inform all construction workers and materialman that the Tenant is responsible for any and all work and that the Landlord is not.

Section 2.02. Tenant covenants at Tenant's sole cost and expense, to take good care of the premises, all fixtures, and all equipment and to keep the same in good order and condition, and to make all necessary interior repairs. When used in this Section, the term "repairs" shall include alterations, replacements, and renewals.

Section 2.03. Tenant covenants that upon termination of demised term for any reason whatsoever, Tenant will surrender to Landlord the premises, together with all improvements, changes, alterations, replacements (other than trade fixtures) in good order, condition, and repair except for reasonable wear and tear. and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Upon early termination of this Lease for whatever reason, Tenant will remove all Tenant's personal property and repair all injury done by or in connection with installation or removal of said property and surrender the Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted, unless property is to be razed, renovated or otherwise significantly altered. All property of Tenant remaining on Premises after expiration of the Term or earlier termination shall be deemed conclusively abandoned and shall, at Landlord's option, become the property of Landlord or at the option of Landlord may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. These options are subject to Landlord's right to require Tenant to remove any improvements or additions made to Premises by Tenant pursuant to Section 2.06. Landlord shall not be required to conduct any public or private sale of such property.

Section 2.04. Tenant covenants not to do or suffer any waste or damage, disfigurement or injury to the premises.

Section 2.05. Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, make any alterations, additions, or improvements on or about the exterior of the premises or any substantial part of the inside of the Premises and shall not do anything to or on, the Premises which will increase the rate of fire, hazard, liability or other insurance on the Building or Premises, or subject such insurance to being void or suspended.

Section 2.06. All alterations, additions or improvements such as carpets made or installed by Tenant in or to Premises shall become part of the Premises, and shall be the property of Landlord at the expiration or termination of this Lease.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01. In no circumstances and under no conditions, whether now existing or hereafter arising or whether within or beyond the present contemplation of the parties, shall Landlord be required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein expressly set forth and except for a breach by Landlord of any term or covenant of this Lease.

Section 3.02. The specified remedies to which other party may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which such party may be lawfully entitled in case of any breach or threatened breach by the other party or any provision of this Lease.

Section 3.03. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt by Landlord to rent or any other payment of the acceptance of performance of anything required by this Lease to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement of this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 3.04. This Lease cannot be changed orally but only by agreement in writing signed by the party whom enforcement of the change, modification or discharge is sought or by his agent.

Section 3.05. Time is of the essence of this Agreement.

Section 3.06. The Tenant covenants and agrees that it or its subtenants shall peaceably and quietly occupy the premises.

Section 3.07. In the event bankruptcy or state insolvency proceedings shall be filed and sustained against Tenant, his heirs or assigns, in. any Federal or State Court, it shall give the right to said Landlord, his heirs or assigns, at their option, to immediately declare this contract null and void, and to at once resume possession of the property. No Receiver, Trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease.

Section 3.08. CHOICE OF LAW. This Lease Agreement shall be construed in accordance with the laws of the State of Georgia.

Section 3.09. PERSONAL PROPERTY. Landlord shall not be liable to Tenant for any theft of or damage to any personal property or fixtures brought into the Building or Premises by Tenant, its employees, agents, contractors, licensees, guests or invitee. Tenant or subtenant shall maintain hazard and theft insurance on all such personal property and fixtures, as Tenant shall elect; and upon the request of Landlord from time to time, Tenant shall furnish Landlord with a certificate from the insurer showing that all premiums have been paid and, if Landlord requests, stating that the policies shall not be canceled without 15 days prior written notice to Landlord. Any such insurance may be provided by self-insurance. Tenant shall look solely to such insurance for such losses and in no event shall Landlord have any liability to Tenant for theft of or damage to such personal property or fixtures.

ARTICLE IV

Section 4.01. All notices, demands and requests hereunder by either party to the other shall be in writing.

Section 4.02. All notices, demands and requests by Landlord to Tenant shall be sent by United States Mail, certified, postage prepaid, or by Federal Express, UPS or hand delivery, addressed to Tenant as described in Paragraph 23 above or at such other place in the United States as Tenant may from time to time designate in writing.

Section 4.03. All notices, demands and requests by Tenant to Landlord shall be sent by United States Mail, certified, postage prepaid, or by Federal Express, UPS or hand delivery addressed to Landlord as described in Paragraph 23 above, or at such other place in the United States as Landlord may from time to time designate in writing.

Section 4.04. Notices, demands and requests which shall be served upon Landlord and Tenant in the manner aforesaid shall be deemed sufficiently given or served for all purposes hereunder at the time delivery of such notice, demand or request is attempted during regular business hours.

Section 4.05. The Tenant shall keep Landlord informed of the current residence and business address of all tenants, any sub lessee or assignees hereunder, and additionally, if any tenant, sub lessee or assignee is a corporation, Landlord shall be kept informed of the name, address and telephone number of the President and the registered agent of such corporation.

ARTICLE V
COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

Section 5.01. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

ARTICLE VI

Section 6.01. The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define,

explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE VII
ESTOPPEL CERTIFICATE:.

Section 7.01. Within ten (10) days of written request therefor from either party hereto, the other party shall provide a written certification in favor of the requesting party and any other person or entity the requesting party shall designate to such other party in such written request, certifying that this Lease is in full force and effect, confirming the rent and term hereof and that there are not any outstanding events of default hereunder, or upon the existence of any such event of default, the nature of such event of default, and such other matters as the requesting party or such other person or entity may reasonably request.

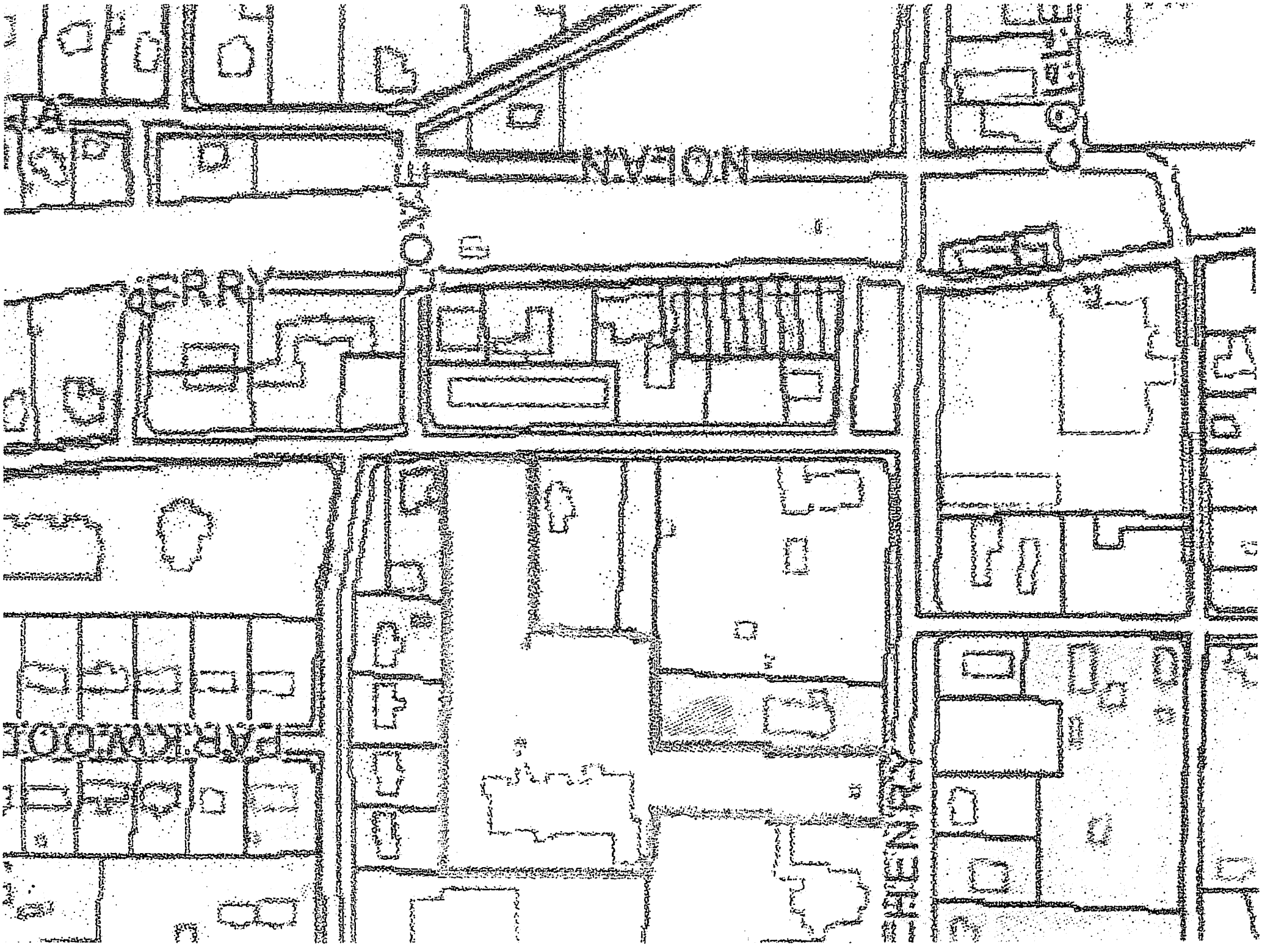
6898.46075/812323v1

EXHIBIT A

All that tract or parcel of land containing 4.800 acres, lying and being in the City of Stockbridge in Land Lots 60 and 61 of the 17th District of Henry County, Georgia as described in a Warranty Deeddated March 6, 1998 in deed book 2821, page 17 of the deed records of Henry County, Georgia, and as is more particularly shown on the plat map attached hereto.

Academy Theater
Surplus Furniture List
10-Jul-13

	Item Number	Description
1	2013-71	File Cabinet
2	2013-72	File Cabinet
3	2013-166	Gray Office Chair
4	2013-167	Gray Office Chair
5	2013-168	Gray Office Chair
6	2013-169	Gray Office Chair
7	2013-281	Wooden Coffee Table
8	2013-287	Gray Office Chair
9	2013-288	Gray Office Chair
10	2013-291	18 Burgundy Plastic Chairs
11	2013-	Mic Stand (no inventory number)
12	2013-	Small Wooden Podium (no inventory number)
13	2013-286	Black Chair


WYSON
PRY
TOOR AVE