

(a) The term "Landlord" as used therein shall refer to Sublessor, its successors and assigns, and the term "Tenant" as used therein shall refer to Sublessee, its successors and assigns.

(b) In any case where Landlord reserves the right to enter the Premises, said right shall inure to the benefit of the Landlord as well as the Sublessor.

(c) Each party hereto agrees to perform and comply with the terms, provisions, covenants and conditions of the Lease and not to do or permit anything to be done which would result in default under or cause the Lease to be terminated or forfeited.

(d) Tenant/Sublessee shall not assign or sublet the Premises, or any portion thereof, under any circumstances whatsoever.

Section 5. Default. If Sublessee shall default in fulfilling any of the terms, covenants or agreements hereof, of the Lease as herein incorporated, and such default shall not have been remedied (or proper corrective measures to cure such default commenced) within ten (10) days after written notice from Sublessor, Sublessor may give Sublessee three (3) day's notice of intention to end the term of this Sublease, and at the end of said three (3) days, the term of this Sublease, shall expire with the same effect as of that day. Sublessor will not hold Sublessee's, individual board members, or the board as a whole liable for any defaults or deficiencies of the Sublease.

Section 6. Repairs by Sublessee. Sublessee accepts the Premises in their present condition and as suited for the uses intended by Sublessee. Sublessee shall, throughout the initial term of this lease and any extension or renewal thereof, at its expense, maintain in good order and repair its dedicated portion of the Premises (up to a cap of \$500 per occurrence for the HVAC systems/equipment). Sublessee agrees to return the Premises to Sublessor and Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Section 7. Enforceability. Sublessor's rights under the Lease may be enforceable against Landlord by Sublessee on behalf of Sublessor and Sublessee shall advise Sublessor in writing before taking any action to enforce such rights.

Section 8. Modification of the Lease. Except for changes or modifications of the Lease that don't affect the material terms of the lease, Sublessor agrees that it will not modify the Lease without first obtaining the written consent of Sublessee to such modification.

Section 9. Right to Cure Defaults. In the event that Sublessor defaults in keeping, observing or performing any of the terms, provision, covenants and conditions contained in the Lease, and such default is not cured (or proper corrective measure to cure such default commenced) by Sublessor within the periods specified in the Lease for the curing of such defaults, Sublessee shall have the right to remedy such default after he gives the Sublessor written notice thereof as provided herein.

Section 10. Notices. Any notices or demands to be given pursuant to the Lease or of this Sublease shall comply with the lease and shall be sent to Sublessor at P.O. Box 1443, Cornelius,

NC 28031, and to Sublessee at 19725 Oak Street, Unit 1, Cornelius, NC 28031 or other address given by written notice to the other party.

Section 11. Improvements to Premises. Sublessee shall not make any alterations, improvements, additions or installations in or to the Premises without the prior written consent of Sublessor and Landlord.

Section 12. Insurance. Sublessee agrees to maintain insurance and coverage limits as outlined in the Lease, naming Sublessor as additional insured, provided, however, the limits of \$1,000,000 aggregate per year, \$500,000 per occurrence will apply for general liability insurance.

Section 13. Early Termination. Notwithstanding the provisions of Sections 2 & 3 above, this Sublease may be earlier terminated on the following terms and conditions;

- A. If Sublessor vacates the Premises early as allowed by the Lease at any time, this Sublease shall terminate on the date of vacation and Sublessee shall pay no early termination payment.
- B. Sublessee may elect to terminate this Sublease for any reason whatsoever with at least 3 months prior written notice from Sublessee to Sublessor. paying the pro rata share of rent remaining through the August 31, 2021 term end date.
- C. Both Sublessor and Sublessee agree that any transition (i.e., relocation of programming services) and/or relocation (i.e., relocation of the Arts Center) shall not occur during an ongoing or a previously scheduled programming session.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and their corporate seals to be affixed, all in pursuance of the authority duly given.

(CORPORATE SEAL)

SUBLESSOR: Cain Center for the Arts

By: _____ (SEAL)

Title: _____ (SEAL)

SUBLESSEE: Town of Cornelius

By: _____ (SEAL)

Title: _____ (SEAL)

Lease Agreement Between Cain Center for the Arts and Knox Group

(TO BE ADDED)