CONSRUCTION LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into as of March 2016, by and between the City of Greensboro a body corporate and politic, with an address of 300 West Washington Street, Greensboro NC 27402, Attn: City Manager ("Lessor") and Van Dyke Performance Space, LLC a North Carolina limited liability company with an address of 200 North Davie Street, Suite 201, Greensboro, NC 27401, Attn: ArtsGreensboro ("Lessee").

RECITALS

- A. Lessor owns the Rehearsal Room of approximately 3,885 square feet known as Room 100, and the adjacent courtyard area of approximately 3,159 square feet in the Cultural Center complex at 200 North Davie Street, Greensboro, North Carolina, which may be utilized in accordance with this Lease (the "Leased Premises").
- B. Lessee has agreed to improve the Leased Premises and construct a rehearsal and performance space of approximately 7,044 square feet upon the Leased Premises, to be named The Van Dyke Performance Space (the "VDPS"), as described in, and pursuant to the terms of this Lease, and subject to the terms of an operating memorandum of understanding between Lessor and Lessee executed subsequent to this Agreement.
- C. Lessor desires and intends to provide for the continuing operation of VDPS as a rehearsal, performance and event space in a manner as will serve the needs of the public and provide for its citizens an environment for enrichment, education, and enjoyment of the arts & culture at the highest standards. Lessor has entered into this public-private partnership with Lessee to benefit from private sector support to enhance city property, strategic enhancement of city infrastructure, operational expansion and corresponding economic impact, and improve the quality of life for its citizens.

NOW, THEREFORE, for the mutual promises herein contained, and for other good and valuable consideration, the receipt and independent sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

SECTION 1. LEASED PREMISES

- 1.1 <u>Leased Premises</u>. Lessor leases to Lessee the Leased Premises as set forth in the attached Exhibit A.
- 1.2 <u>Condition of Leased Premises</u>. Lessee accepts the Leased Premises from Lessor in "as is" condition, except for the repairs, maintenance and new construction that is to be repaired and completed by the Lessor as set forth in Addendum A, which is incorporated by reference. Lessee's obligations under this Lease are conditioned on the successful completion of the construction work set forth within the area outlined in Addendum A.

SECTION 2. TERM

2.1 <u>Lease Term.</u> Lessor hereby leases the Leased Premises for a term beginning on the Commencement Date (as defined in **Section 6.2**) and ending on the earlier of (i) thirty (30) days following issuance of a final certificate of occupancy and completion for VDPS or (ii) three years following the Commencement Date, or sooner terminated pursuant to this Lease (the "Term").

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SECTION 3. RENT

3.1 Rent and Other Charges Payable By Lessee. Lessee shall pay Lessor, in advance, as rent for the Term, the sum of Ten Dollars (\$10.00).

SECTION 4. OTHER CHARGES

4.1 <u>Costs and Expenses.</u> Lessor shall be responsible and pay all utility costs relating to the Leased Premises..

SECTION 5. USE OF LEASED PREMISES

- 5.1 <u>Permitted Uses</u>. Lessee shall use the Leased Premises for the sole purpose of constructing VDPS and attendant uses. Lessee's activities shall allow reasonable access, consistent with safe construction practices, to and from City-owned buildings adjacent to the Cultural Arts Center, including the LeBauer Park and the Church Street Parking Deck.
- 5.2 <u>Construction of Improvements</u>. With the exception of the matters listed in Addendum A, at Lessee's sole cost and expense Lessee shall construct VDPS on the Leased Premises. VDPS shall be constructed in accordance with the plans approved as provided in **Section 6.1** below.

5.3 Hazardous Materials.

- 5.3.1 <u>Prohibition on Hazardous Substances</u>. Lessee agrees it will not release, discharge, place, hold or dispose of any Hazardous Material (as hereinafter defined) on, under or at the Leased Premises nor will it use the Leased Premises or any portion thereof as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Lease, "Hazardous Material" means and includes any hazardous or toxic substance, pollutant, contaminant, gas or petroleum product defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, as amended, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material, gas or petroleum product or medical waste.
- 5.4 <u>Exclusive Use</u>. If Lessee pays the Rent and complies with all other terms of this Lease, Lessee may occupy and enjoy the Leased Premises thereon for the full Term without molestation or disturbance by or from Lessor, subject, however, to all laws, ordinances, orders, rules and regulations of any governmental authority.
- Protection from Claims or Damages. Except to the extent of Lessor's own negligent acts or omissions or willful misconduct (or of Lessor's agents, employees, contractors, licensees, or invitees) (collectively, "Lessor Parties"), Lessee, from and after the date of the commencement of the term of this Lease, will hold Lessor harmless against any and all claims, suits, damages or causes of action for bodily injury or property damages, arising out of the negligent acts or omissions or willful misconduct of Lessee, its agents, employees, contractors, licensees, or invitees (collectively, the "Lessee Parties") in or about the Leased Premises during the Term, to the extent of the liability insurance of Lessee Parties.
- 5.6 <u>Lessee to Discharge Claims Involving the Leased Premises</u>. If any claims or orders for the payment of money shall be filed against the Leased Premises or any improvement thereon by reason of, or arising out of, any labor or material furnished to or for Lessee at the Leased Premises or for or by reason of any

change, alteration or addition, by Lessee, or the cost or expense thereof, or any contract relating thereto, or against Lessor as fee owner thereof by reason of such work or contract relating thereto, Lessee shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or to the extent Lessor is named, and Lessee will pay any damages and discharge any judgment entered therein and hold harmless Lessor from any claim or damage resulting therefrom.

SECTION 6. CONSTRUCTION OF IMPROVEMENTS

- 6.1 <u>Design and Approval of VDPS</u>. Lessee has submitted plans for the construction of VDPS, and has submitted the same to Lessor for its review and approval (the "**VDPS Plans**"). Lessor hereby consents to and agrees to all of the proposed VDPS Plans and Lessee shall not be required to request any approvals or consents from Lessor unless a change is materially different or inconsistent with VDPS Plans.
- 6.2 <u>Commencement and Prosecution of Construction</u>. The Term of this Lease shall commence upon March 1, 2016 (the "Commencement Date"). Lessee covenants and agrees to commence construction of VDPS no later than 30 days after all required permits have been obtained. Construction of VDPS be prosecuted with all reasonable diligence and completed in a good and workmanlike manner, in accordance with the VDPS Plans.
- 6.3 Permits. Lessee, at its sole cost and expense, shall promptly make application and diligently pursue same to obtain all necessary permits, consents, certificates and approvals for the construction of VDPS from all applicable governmental authorities having jurisdiction over the Leased Premises. Upon Lessee's request, Lessor shall, without cost to Lessee, promptly join in and execute any instrument, document, agreement, certificate, or filing (or amendment of any of the foregoing):

 (a) necessary or appropriate for any construction work this Lease allows, including any application for any utility service or hookup, easement, covenant, condition, restriction, subdivision plat, or such other instruments as Lessee may from time to time request in connection with such construction work; or (b) enabling Lessee from time to time to seek any approval or to use and operate the Leased Premises in accordance with this Lease.
- 6.4 <u>M/WBE Participation</u>. VDPS understands the City of Greensboro's commitment to M/WBE participation in construction contracts and will support this commitment through active participation in sub-contracting work. This work and participation level will be 13.5 %.
- 6.5 Conditions During Construction. Lessee agrees that throughout the course of construction of VDPS Lessee shall, and shall cause its construction manager (CM) and any subcontractors, to: (a) maintain a reasonably clean, securely enclosed construction site on the Leased Premises with fencing and promptly remove all refuse and construction debris from the Leased Premises; (b) store all equipment within such construction site unless otherwise reasonably approved by Lessor; (c) refill and restore as soon as feasible any ground, streets or other existing facilities on or about the Leased Premises which Lessee, its general contractor or any subcontractor has disturbed; and (d) comply with all applicable laws, rules and regulations.
- 6.6 Obligations During Construction. Lessor reserves the right to maintain City personnel or other designees from time to time on the Leased Premises to observe the construction of VDPS and to the extent necessary, Lessee grants any and all such personnel or designees a continuing easement and right of access and entry upon the Leased Premises to accomplish such purpose. Upon prior notice to Lessee, Lessor shall be entitled to have such personnel or other designees attend Lessee's construction progress meetings, if any, regarding the construction of VDPS.

- 6.7 <u>Insurance and Bonds by CM and Subcontractors</u>. In addition to the insurance required in Section 6.10, below, Lessee shall require that its CM to carry liability and property damage insurance with coverage as reasonably required by Lessee in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, to include completed operations coverage; that Lessor, Lessee, and their officers, employees, and agents, shall be additional insureds on such policies with endorsements acceptable to Lessee; and that such insurance shall be primary to any insurance carried by Lessor or Lessee. Lessee shall also require that its CM provide performance and payment bonds for the full amount of the construction contract price, and with Lessor and Lessee as dual obligees.
- 6.8 <u>Exclusive Possession</u>. Lessor hereby represents and warrants that it is the owner of the Leased Premises, free and clear of any liens, mortgages or other encumbrances. Lessor shall deliver exclusive possession of the Leased Premises to Lessee on the Effective Date, free and clear of all tenancies and occupancies. This shall include reasonable access across City owned property as mutually agreed upon by Lessor and Lessee for the purposes of construction.
- 6.9 <u>Lessor's Responsibility for Long Term Maintenance Issues Existing at the Time Lease Commences.</u> Lessor shall be responsible for costs and expenses associated with maintenance and enhancements at the Cultural Arts Center necessary to the construction of VDPS, including hallway improvements, replacing the existing roof, HVAC and associated electrical, engineering and special testing, Cultural Arts Center exterior improvements, and owner contingencies. Lessor shall consult with Lessee on the final design and construction of same.

CASUALTY, INSURANCE AND INDEMNIFICATION

6.10 Fire or Other Casualty.

- 6.10.1 <u>Major Casualty</u>. If the Property is damaged by fire or other casualty to the extent of fifty percent (50%) or more of the value thereof in the reasonable opinion of Lessee, then Lessee may, at its sole and exclusive option, by written notice to Lessor given not later than ninety (90) days after the date of fire or other casualty, terminate this Lease effective to the date of such fire or other casualty. If the Lease is not so terminated; then Lessee shall proceed with diligence to rebuild and restore VDPS.
- 6.10.2 <u>Non-Major Casualty</u>. If the Property is damaged by fire or other casualty to the extent of less than fifty percent (50%) of the value thereof in the reasonable opinion of Lessee, then Lessee shall, except as otherwise provided herein, proceed with diligence to rebuild and restore the Property so damaged substantially to the condition thereof existing immediately prior to such damage or destruction subject to the availability of insurance proceeds.

6.11 Insurance Policies.

- 6.11.1 <u>Liability Insurance</u>. During the term of the Lease, Lessee shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Lessee against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the construction of VDPS. Lessee shall name Lessor as an additional insured under such policy. The amount of such insurance shall be One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollar (\$2,000,000.00) aggregate.
- 6.11.2 Workers' Compensation Insurance. Lessee shall carry workers' compensation insurance to the extent required by North Carolina law. Lessee shall require all contractors Lessee contracts with in connection with the construction of VDPS to carry workers' compensation insurance in amounts not less than the amount required by law covering all persons employed by the contractor in

connection with the construction of VDPS and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Lessor or Lessee.

- 6.11.3 <u>Builders' Risk Insurance</u>. During the course of any alteration, construction, or reconstruction, Lessee shall provide or cause to be provided builders' risk insurance (All Risks subject to normal exclusions), naming as their interests may appear Lessee, Lessor, and Lessee's general contractor.
- 6.11.4 General Insurance Provisions. (a) Lessee shall pay all premiums for the insurance policies described herein no later than the due date. Lessee shall deliver to Lessor a certificate form which provides evidence of all policies of insurance which Lessee is required to maintain under this Lease on and as of the Commencement Date. To the extent of the proceeds of insurance paid with respect to a claim of loss or damage, Lessor and Lessee each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Lessor and Lessee shall give notice to the insurance carriers of this mutual waiver of subrogation.

SECTION 7. ASSIGNMENT AND SUBLETTING

Assignment and Subletting. Lessor has entered into this Lease with Lessee based on Lessee's experience, financial strength and reputation. Accordingly, except as otherwise expressly and specifically provided in this Lease, neither Lessee nor any trustee in bankruptcy, nor Lessee, as a debtor-in-possession, without the prior written consent of Lessor, which may be denied, granted or conditioned in Lessor's sole and absolute discretion, shall, directly or indirectly, sell, assign, sublet, transfer, license, permit, give, grant, devise, let or dispose of all or any of its or their rights or interests under this Lease or delegate all or any of its or their obligations and duties under this Lease without the prior written consent of Lessor.

SECTION 8. DEFAULT; REMEDIES

8.1 <u>Lessee's Default</u>. Lessee shall be in material default under this Lease if Lessee shall default in the performance of any covenant or condition which Lessee is required to observe and to perform under this Lease and such default shall continue for ninety (90) days after written notice to Lessee. Thereupon, at Lessor's option and as its sole right and remedy, Lessor may terminate this Lease and repossess the Leased Premises.

SECTION 9. MISCELLANEOUS

- 9.1 Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect. If the removal of any such illegal or unenforceable provision would have the practical effect of materially reducing the benefit of the bargain of either party, the parties hereto shall negotiate in good faith to seek to amend this Lease to provide such adversely-affected party with rights and remedies most closely resembling the illegal or unenforceable provision.
- 9.2 <u>Interpretation; Business Days.</u> The captions of the Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. The term "business days" when

used herein shall mean and include all days other than those recognized by the United States of America or the State of North Carolina as legal government holidays.

- 9.3 <u>Notices</u>. All notices require or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or sent for overnight delivery by a nationally recognized courier such as Federal Express. Notices to the parties shall be delivered to the address specified in the first paragraph of this Lease. All notices shall be effective upon delivery or delivery refused. Either party may change its notice address upon written notice to the other party. Notices provided by legal counsel to a party shall be deemed to be a notice properly provided by such party.
- 9.4 <u>No Recordation.</u> Neither party shall record this Lease without prior written consent from the other.
- 9.5 <u>Binding Effect; Choice of Law; Time is of the Essence.</u> This Lease binds any party who legally acquires any rights or interest in this Lease from Lessor or Lessee. However, Lessor shall have no obligation to Lessee's successor unless the rights or interests of Lessee's successor are acquired in accordance with the terms of this Lease. The laws of the State of North Carolina shall govern this Lease. Time is of the essence with respect to all parties' performance hereunder.
- 9.6 Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Lessor's delivery of this Lease to Lessee shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.
- 9.7 Ownership of Improvements During Term. During the Term, title to the Improvements located on the Leased Premises shall vest in Lessee. Improvements are defined as furnishings and equipment that are not permanent or permanently affixed to the building.

(Signatures Contained On Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written, intending to be legally bound by the same.

LESSOR:

THE CITY OF GREENSBORO

Attest: Mally Local
Deputy City Clerk

LESSEE:

VAN DYKE PERFORMANCE SPACE, LLC, a North Carolina limited liability company

Name:

Title: Manager



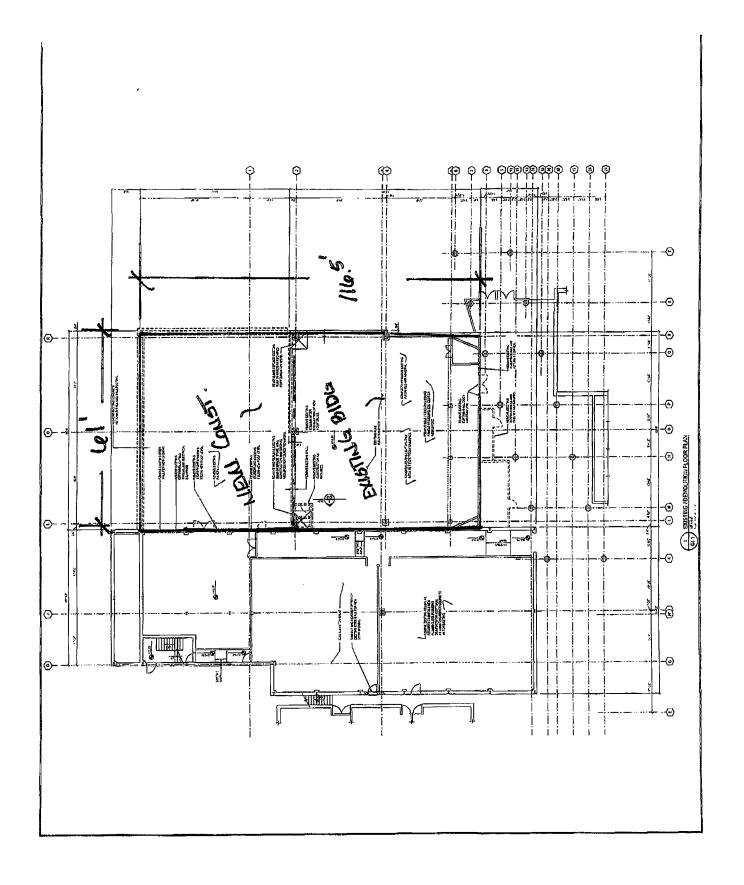
Approved as to form:

City of Greensboro Contract Signature Sheet Date: Fcb 29,2016 Signature of business representative Witness (not a city employee) Date: 2/20/16 Date: Parks and Recreation Division Manager Parks and Recreation Director Contracts greater than \$1,000 This instrument has been preaudited in the manner required by the Local Government Budget (Only required if contract is \$20,000 or greater) and Fiscal Control Act

(Only required if contract is greater than \$1,000)

Date: 3/10/16

EXHIBIT ALeased Premises



Addendum A

CITY	ADA Haliway improvements
CITY	Replace existing roof
CITY	Replace existing HVAC unit and electrical
CITY	CAC Exterior Improvements

RFP Number (if applicable):	
Name of Vendor or Bidder:	VAN DYKE PROFORMANCE SPACE (IIC)
IRAN DIVESTMENT ACT REQUIRED BY N.C.G.S. 1	
created by the State Treasurer p	
The undersigned hereby certific make the foregoing statement.	s that he or she is authorized by the vendor or bidder listed above to
	2/29/11
Signature The	Date
Dauly Bas	5- Sirana Dinector
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must <u>not</u> utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/lran and will be updated every 180 days.

\$500 ded

DATE (MM/DD/YYYY)

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

03/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Senn Dunn - High Point 1400 Eastchester Drive, St 200 High Point, NC 27265 J. Karl Sherrill, MBA			NAME: J. KATI Sherrill, MIDA PHONE [A/C, No. Ext): 336 878 7800 [FAX (A/C, No.): 336 841 5319		
		E-MAE ADDRESS: ksherrill@senndunn.com INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Co.	NAIC # 10677		
INSURED	R. P. Murray, Inc. Mr. Robert Furmage P O Box 1103 Kernersville, NC 27285	INSURER B: Cincinnati Casualty Co. INSURER C: INSURER D: INSURER E: INSURER F:	28665		

REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL|SUBŘ POLICY NUMBER TYPE OF INSURANCE INSD WVD 500,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY A 500,000 09/30/2015 09/30/2016 CLAIMS-MADE X OCCUR X EPP0158833 10,000 MED EXP (Any one person) PERSONAL & ADV INJURY

500,000 1,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 500,000 PRODUCTS - COMP/OP AGG s PRO-X POLICY Emp Ben. \$ 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) 1.000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) £ 09/30/2015 09/30/2016 EBA0158833 ANY AUTO BODILY INJURY (Per accident) \$ ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS 5,000,000 EACH OCCURRENCE UMBRELLA LIAB X X OCCUR 5.000.000 09/30/2015 09/30/2016 AGGREGATE EPP0158833 **EXCESS LIAB** CLAIMS-MADE RETENTION \$ DED X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 100,000 09/30/2015 09/30/2015 WC8900916-31 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? В NIA 100,000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT 100,000 09/30/2015 09/30/2016 Limit EPP0158833 Contractors

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LEASED/RENTED FROM OTHERS

CAC/Van Dyke Dance Studio Expansion and Renovation. Arts Greensboro & City of Greensbor are additional insured as respects general liability per written contract. Thirty Days written notice of cancellation or non renewal will be provided to certificate holder. Fifteen (15) days notice applies for non payment of premium.

CERTIFICATE HOLDER	CANCELLATION	
	ARTSG-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Arts Greensboro City of Greensboro 201 N. Davie Street Suite 201		AUTHORIZED REPRESENTATIVE Ann. Bakar

Equipment





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/01/2016

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No, Ext): 336 878 7800 COMPANY Cincinnati Insurance Co. Senn Dunn - High Point P O Box 145496 1400 Eastchester Drive, St 200 High Point, NC 27265 Cincinnati, OH 45250-5496 J. Karl Sherrill, MBA FAX, Noj.336 841 5319 CODE: 32006 SUB CODE: AGENCY CUSTOMER ID #: RPMUR-1 **POLICY NUMBER** LOAN NUMBER INSURED ENP0376101 **EXPIRATION DATE** EFFECTIVE DATE CONTINUED UNTIL
TERMINATED IF CHECKED R. P. Murray, Inc., Arts 03/01/17 03/01/16 Greensboro, City of Greensboro THIS REPLACES PRIOR EVIDENCE DATED: P O Box 1103 Kernersville, NC 27285 PROPERTY INFORMATION LOCATION/DESCRIPTION Arts Center / CAC Van Dyke Dance 200 N. Davie Street Studio Expansion & Renovation Greensboro, NC 27402 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGE INFORMATION DEDUCTIBLE AMOUNT OF INSURANCE COVERAGE / PERILS / FORMS \$5,000 \$897,500 Builders Risk **REMARKS (Including Special Conditions)** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE ADDITIONAL INSURED X Named Insured LOSS PAYEE LOAN# Arts Greensboro City of Greensboro AUTHORIZED REPRESENTATIVE 201 N. Davie Street, Suite 201 Inne Baker Greensboro, NC 27401

ACORD 27 (2009/12)

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