

LEASE AGREEMENT
Disciples Christian Church

This Lease Agreement (this "Lease") is made effective as of 3/01/2024, and is by and between Disciples Christian Church ("Landlord") and Redemption Church of Plano TX("Tenant").

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the limited use of the property known as 2001 Independence Pkwy, Plano, TX 75075 (the "Premises"). Tenant may use the Premises as follows:
 - a. Sunday evenings from 4:00 – 8:00 pm, the Tenant may use the Sanctuary, Atrium, and 1 to 2 classrooms for its nursery and Sunday school.
 - b. Thursday evenings one night a month from 7:00 – 9:00 pm, the Tenant may use the Atrium and the Sanctuary.
 - c. Tenant may use the wardrobe in the communion room for storage of A/V equipment and communion supplies.

2. **Term, Termination, and Option.**
 - a. This Lease is for a term of 3 years commencing on 03/01/2024 and ending on 02/28/2027.
 - b. The Lease may be terminated by either party upon not less than 90 days prior written notice
 - c. Tenant has an option to extend the term of this Lease for an extended term of 2 years (the "Renewal Term"), provided (a) Tenant is not in default at the time of exercise of the option, and (b) Tenant gives written notice of its exercise of the option no more than 180 and no less than 90 days prior to the expiration of the original term. The Renewal Term will be upon the same terms, conditions and rents, except that Tenant has no further right of renewal after the Renewal Term unless otherwise agreed in writing by the Landlord.

3. **Use.** The Premises are to be used and occupied only and for no purpose other than for worship and fellowship unless otherwise agreed in this Lease or in writing by Landlord. The Tenant will not, and will not allow others, to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous on account of fire or other casualty. Landlord shall exercise no control over, and is not responsible for, the operations of Tenant's events and operations, including staffing, worship and curriculum decisions, and the like.

4. **Use of Premises by Others.** Tenant agrees and understands that the Tenant's use of the Premises is not exclusive and that Tenant may only use the Premises

during the times and days set forth in this Lease and that other parties and tenants, including the Landlord, use the Premises too.

5. **Rent.** The Tenant agrees to pay rent at the rate of \$1800.00 per month (the "Rent"), due on the First day of each month. The first payment of rent and any security deposit is due upon the signing of the Lease by the Tenant. The Tenant must pay a late charge of \$250.00 as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$35.00 as additional rent for any dishonored check.
6. **Security Deposit.** Tenant shall deposit with Landlord, for Landlord's general account, \$1800.00 (the "Security Deposit") as security for the performance of each and every term, covenant, agreement, and condition of this Lease on Tenant's part to be performed. Such Security Deposit will be paid in advance upon Tenant's execution of this Lease. Landlord may use, apply on Tenant's behalf, or retain (without liability for interest), during the Term of this Lease the whole or any part of the security so deposited to the extent required for the payment of any past due Rent or any other amounts that may be owed hereunder, or for any sum which Landlord may expend to cure any Default of Tenant including, but not limited to, any deficiency, cost, expense, or damage incurred in reletting or attempting to relet the Space. After each application from the Security Deposit, Tenant shall, within five days of Notice thereof from Landlord, replenish and restore said Security Deposit to the amount set forth above. The use, application or retention of the Security Deposit by Landlord will not be deemed a limitation on Landlord's recovery in any case, or a waiver by Landlord of any Default, nor shall it prevent Landlord from exercising any other right or remedy for a Default by Tenant. Provided that Tenant has complied with all the terms, covenants, agreements, and conditions of this Lease, the Security Deposit (less any amount applied as herein provided) shall be returned to Tenant without interest after the termination of this Lease and after surrender of possession of the Premises to Landlord in accordance with the terms of this Lease.
7. **Damages, Repairs, and Care.** The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Landlord does not warrant or represent that the Premises are safe or suitable for Tenant's use or for any event held by Tenant on the Premises. The Tenant is responsible to ensure that all measures necessary be taken to ensure the safety and security of the Tenant's agents, employees, guests, licensees, and invitees that is consistent for Tenant's intended purpose. The Tenant shall take good care of the Premises. The Tenant shall neither encumber nor obstruct the sidewalks, walkways, driveways, yards, entrances, hallways, and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash, and refuse. Tenant is liable for any damage to the Premises resulting from the acts or omissions of Tenant or Tenant's agents,

employees, guests, licensees, and invitees or Tenant's third party vendors and service providers. Tenant shall immediately report any damage to the Premises to Landlord. In the event of such damage, the repairs will be carried out by Landlord and paid for by Tenant. Tenant will clean the portion of the Premises used by Tenant after each use, including, but not limited to, vacuuming and straightening the furniture and equipment. Tenant agrees to reimburse the Landlord for cleaning costs or repair costs arising from Tenant's use of the Premises, such costs to be determined by the Landlord in its sole discretion. Failure to pay for such costs within 30 days of receipt of an invoice is a breach of this Lease that entitles the Landlord to terminate the Lease immediately.

8. **Alterations and Improvements.** No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements when made, installed in or attached to the said Premises, shall belong to and become the property of the Landlord and shall be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.
9. **Signs.** The Tenant will not place nor allow to be placed any signs, upon, in or about the said Premises, except as may be consented to by the Landlord in writing, which consent will not be unreasonably withheld. Any signs permitted by Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto. The Tenant may place a metal sign with a metal frame (similar in style to those used by realtors for advertising a house for sale) on the Premises or a feather sign anchored by a 5-gallon bucket filled with concrete before, during, and up to 30 minutes after Tenant's activities on the Premises.
10. **Compliance with Laws.** The Tenant shall comply with all Federal, state, and local laws, ordinances, rules, regulations, requirements, and directives applicable to and affecting the Premises, their use, and occupancy.
11. **Assignment and Subleasing.** The Tenant may not, without the written consent of the Landlord, assign, mortgage, or transfer this Lease. The restriction on assignment and subletting will also apply to:
 - a. any assignment or subletting that occurs by operation of law (including by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure);
 - b. any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; or
 - c. the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease.

12. **Liability Insurance.** The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, and acceptable to Landlord in its sole discretion, during the term hereof, liability insurance including both property damage and general liability coverage insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased Premises for injuries to any persons, for limits of not less than \$250,000 for property damage, \$500,000 for injuries to one person and \$1,000,000 for injuries to more than one person in any accident or occurrence. The insurance policies shall be with companies authorized to do business in Texas and shall be delivered to the Landlord, together with proof of payment, not less than 15 days prior to the commencement of the term hereof or of the date when the Tenant shall enter in possession, whichever occurs sooner. At least 15 days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. If Tenant breaches this Section, Landlord may purchase the insurance that Tenant has failed to carry or failed to prove that it is carrying and Tenant must reimburse Landlord for the cost of the insurance within 10 days after Landlord demands that Tenant do so.

13. **Indemnification.** Tenant will indemnify, defend and hold Landlord and Landlord's trustees, agents, employees and representatives (collectively, the "Indemnitees") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Indemnitees and arising, directly or indirectly, out of or in connection with (a) Tenant's breach of its obligations under this Lease, (b) the acts, omissions, or negligence of Tenant, its agents, contractors, invitees, guests, and employees, and (c) the use or occupancy of the Premises by Tenant or Tenant's invitees or guests while using or within the Premises even if such damage or injury is allegedly caused or contributed to by any act or omission of the Landlord. In case any action or proceeding is brought against any of the Indemnitees by reason of any of the foregoing, Tenant shall reimburse Landlord the cost of defending such action or proceeding or, upon Landlord's written request and at Tenant's sole cost and expense, resist and defend such action and proceeding by counsel approved by Landlord.

14. **Mortgage Priority.** This Lease will not be a lien against the said Premises with respect to any of Landlord's mortgages that may hereafter be placed upon said Premises. The recording of such mortgages shall have preference and be superior and prior in lien to this Lease, irrespective of the date of recording. The Tenant agrees to execute any instruments, without cost, which may be deemed necessary, to further effect the subordination of this Lease to any such

mortgages. A refusal by the Tenant to execute such instruments is a violation and shall entitle the Landlord to terminate this Lease immediately.

15. **Condemnation and Eminent Domain.** If any portion of the Premises of which the leased Premises are a part are taken under eminent domain or condemnation proceedings, or if suit or other action is instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the said Premises or any portion thereof, to the governmental or other public authority, agency, body, or public utility, seeking to take said land and Premises or any portion thereof, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing. The Tenant shall have no claim or right to claim or be entitled to any portion of any amount that may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. All rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and Premises of any portion thereof. The Tenant agrees to vacate the said Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant shall repay the Landlord for such costs, expenses, damages, and losses as the Landlord may incur by reason of the Tenant's breach hereof.

16. **Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements, or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent shall cease until such time as the Premises are made tenantable by the Landlord. However, if, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent shall be paid up to the time of such destruction and thenceforth this Lease shall terminate. If the fire or other casualty and resulting damage are the result of the carelessness, negligence, or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, or successors, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions, and terms hereof on the Tenant's part shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant was insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs

hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

17. **Reimbursement of Landlord.** If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts shall be payable on demand to the Landlord. This remedy is in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.
18. **Increase of Insurance Rates.** If for any reason caused by Tenant, it is impossible to obtain insurance on the buildings and improvements on the Premises, in an amount and in the form and with insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant 15 days' prior notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease shall terminate. If by reason of the use to which the Premises are put by the Tenant or character of, or the manner in which, the Tenant's business is carried on, the insurance rates are increased, the Tenant shall, upon demand, pay to the Landlord as rent, the amounts by which the premiums for such insurance are increased.
19. **Inspection and Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said Premises or any part thereof, at all hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
20. **Dangerous Materials.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
21. **Keys.** Landlord will assign 3 sets of keys to Tenant. Tenant will not copy any keys provided by Landlord and will carefully supervise the use of keys provided to maintain security of the Premises. Tenant will immediately inform Landlord if any key provided to Tenant is lost or stolen. Tenant will be liable for the cost to rekey or replace the locks on the doors if any key provided to Tenant is lost or stolen. Tenant may not make copies of any of the keys. Tenant will provide the name, address, and phone number of each keyholder to Landlord.
22. **Removal of Tenant's Property.** Any equipment, fixtures, goods, or other property of the Tenant not removed by the Tenant upon the termination of this

Lease, or upon any quitting, vacating, or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

23. **Events of Default.** Each of the following events will be deemed to be an "event of default" under this lease:
- a. **Monetary.** Tenant fails to pay when due any installment of rent or any other obligation under this lease involving the payment of money and such failure continues for a period of 5 days after such amount is due. However, for any 12-month period during which Landlord has already given Tenant 1 written notice of the failure to pay when due an installment of rent or any other obligation under this lease involving the payment of money, no further notice will be required (i.e., the event of default will automatically occur on the first day after the date upon which the payment was due).
 - b. **Non-Monetary.** Tenant fails to comply with any provision of this lease, other than as described in Section 23(a) above, and either does not cure such failure within 10 days after written notice of that failure to Tenant (however, if such cure cannot be accomplished within 10 days, no default will exist so long as Tenant is reasonably and diligently pursuing a cure and the failure is actually cured within 60 days after Landlord's notice), or cures that particular failure but again fails to comply with the same provision of this Lease within 3 months after receipt of Landlord's original written notice.
 - c. **Insolvency.** Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.
 - d. **Bankruptcy.** Tenant files a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease.
 - e. **Receiver.** A receiver or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant.
 - f. **Lien.** Tenant does or permits to be done anything that creates a lien upon all or any part of the Premises and such lien is not removed within 30 days from the date on which Tenant first becomes aware of such lien (whether from Landlord or otherwise). This 30-day period reduces to 10 days if Landlord is re-financing or selling the Premises.

25. **Non-Liability of Landlord.** The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, alarm, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assigns, or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees, or successors.
26. **Non-Waiver by Landlord.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.
27. **Non-Performance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired, or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency, or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.
28. **Validity of Lease.** The terms, conditions, covenants, and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
29. **Notices.** All notices, consents, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered, if delivered personally, by overnight courier, by confirmed email, or

mailed by registered, overnight or certified mail, return receipt requested, with the first class postage prepaid to the address set forth the party's signature to this Lease. Any change in any party's address shall be deemed effective if made in accordance with this section.

30. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold, and enjoy the leased Premises for the term and at the times and days aforementioned.
31. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and Tenant.
32. **Liens.** If any liens are created or filed against the leased Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair, or addition to any building or improvement, or for any other reason caused by the Tenant, the Tenant shall upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure so to do, shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.
33. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.
34. **Estoppel Certificates.** The Tenant will at any time and from time to time upon not less than 5 days' prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or by other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent, and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have

knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

35. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth herein at length in this Lease.
36. **Number and Gender.** In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

In Witness Whereof, the parties have caused this Lease to be executed by their proper and authorized officers to be effective as of the day and year first above written.

Landlord:

Disciples Christian Church

Address for Notices:

2001 Independence Pkwy, Plano,
TX 75075

By: _____

Pastor

By: _____

Board ViceChair

By: _____

Property Chair

Tenant:

Redemption Church of Plano TX

Address for Notices:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____