

## ***Property and Facilities Use Agreement***

This Agreement ( "***the Agreement***") is made the \_\_\_\_ day of February, 2023; but effective on the 1<sup>st</sup> day of August, 2023 ("***the Effective Date***"), between REDEEMER BIBLE CHURCH OF DALLAS, INC., a Texas non-profit corporation ("***RBC***"), and HIGHLANDS CHRISTIAN FOUNDATION d/b/a Highlands Christian School ("***Highlands***") , a Texas non-profit corporation hereinafter referred to collectively as the "***parties***") regarding the shared use of Church Property and Facilities owned by RBC ("***the RBC Property***")

### 1.0 Recitals.

1.1 RBC is the fee simple owner of the RBC Property more particularly described in Exhibit A ("***First & Second Floor***"), Exhibit B ("***Main Floor***"), Exhibit C ("***Fenced Playground Area***") and Exhibit D ("***Fenced Parking Lot Area***") attached hereto and incorporated herein by reference, and

1.2 ST. BARTHOLOMEW'S ANGLICAN CHURCH ("***St. Barts***") is also a user of portions of the RBC Property described in 1.1 above pursuant to a Property and Facilities Use Agreement between RBC and St. Barts dated June 26, 2021. A summary of St. Barts current rights to use of RBC Property is more particularly described in Exhibit E attached hereto and incorporated herein by reference. St. Barts is joined hereto to acknowledge its consent to the terms and provisions of the Agreement. Hereinafter RBC shall be referred to as "***RBC***" or "***Owner***" and St. Barts and Highlands shall be collectively referred to as the "***Sharing Partners***".

1.3 RBC and Highlands desire to use the RBC Property described in the Agreement, on the terms and conditions set forth herein, to provide a private, co-educational school dedicated to nurturing and challenging each child - body, mind and spirit- to the glory of God.

1.4 The Agreement is expressly contingent upon the approval of the voting members of RBC at a regular or special congregational business meeting noticed for that purpose.

1.5 Highlands intended use of the RBC Property as a private school may require that Highlands, as Tenant in coordination with RBC as Owner, obtain a Certificate of Occupancy ("***CO***") from the City of Dallas, Texas. To obtain a CO, the building must pass a building code evaluation. Generally, this will involve a series of inspections which examine the plumbing, fire safety, electrical and general building conditions. A professional inspector employed by the city or an approved agency will complete these inspections. If the building passes all requirements, a CO will be issued. If the building doesn't pass, the inspector will provide a list of items that must be addressed to bring the building up to code within a specified period of time (often 60 days) to correct the issues. Once everything is completed, a request for a reinspection can be requested. If the building passes, a CO will be issued.

1.6 If any governmental agency inspects the premises to approve Highlands intended use of the RBC Property as a private school (the “*Governmental Inspections*”), then and in such event, the Agreement is also expressly contingent upon the issuance of such CO. Highlands shall, at its sole expense, pay all costs and related fees of any Governmental Inspections.

1.7 In the event the Governmental Inspections require specific repairs or changes to the RBC Property:

- (a) Highlands shall have the option to (i) make, at its expense, all of such repairs and changes required solely to approve the operation of a private school; or (ii) to terminate the Agreement on ten (10) days written notice without further obligation or liability hereunder.
- (b) RBC shall have the option to (i) make all of such repairs, at its expense, save and except those repairs and changes required solely to approve the operation of a private school; or (ii) to terminate the Agreement on ten (10) days written notice without further obligation or liability hereunder.

1.8 RBC and Highlands, for good, valuable and mutual consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

2.0 Description of RBC Property Available for Highlands Use RBC Property is available for three differing categories of uses: Exclusive Use<sup>1</sup>, Full Time Use<sup>2</sup> and Shared Use<sup>3</sup> defined below. The RBC Property available to Highlands is as follows:

2.1 Exclusive Use of the rooms in the First Floor Plan identified in Exhibit A as Rooms 103, 104, 105, 106, 107 and 109 Office, Kitchen and Reception on Monday thru Friday from 8:00 a.m. to 4:00 p.m. (collectively referred to hereafter as the “*Operating Times*”) for use as classrooms, program/activity rooms and/or administrative offices

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<sup>1</sup> Exclusive Use means that no other party or group can use the room or area without Highlands consent and Highland staff can keep the room set up as they want.

<sup>2</sup> Full Time Use means that the room or area may be used by RBC or RBC can grant use of the room or area to another party or group during times outside of your Operating Time as defined in 2.1 above. Your staff will be required to take down the room (only to the extent reasonably necessary as determined by mutual agreement of RBC and the Sharing Partners) at the end of your Operating Time for the other group or party to use the room for its intended purpose. The other party or group using the room shall be required to take down the room at the end of its period of use and your staff shall be required to restore the room set up before classes resume. All second floor rooms fall into this category

<sup>3</sup> Shared Use means that the room or area may be used on dates and times mutually agreed upon by RBC and all Sharing Partners.

2.2 Full Time Use of the rooms in the First & Second Floor Plan identified in Exhibit A as Rooms 108, 110, 203, 204, 205, 206, 209, 210, and 211 during Operating Times, for classrooms, program/activity rooms and/or administrative offices.

2.3 Shared Use of the room identified in Exhibit B as Fellowship Hall, for twenty (20) hours per week on days and times mutually agreed upon by RBC and all Sharing Partners for staff, teachers, students and parents meals, programs and activities.

2.4 Shared Use of the room identified in Exhibit B as Sanctuary for twenty (20) hours per week on days and times mutually agreed upon by RBC and all Sharing Partners for staff, teachers, students and parents activities, meetings, programs, referrals and activities.

2.5 Shared Use of the room identified in Exhibit A as Rooms 102 and 212 during Operating Times, for classrooms, program/activity rooms and/or administrative offices for staff, teachers, students and parents activities, meetings, programs, referrals and activities.

2.6 Shared Use of the Fenced Playground Area identified in Exhibit C for twenty (20) hours each week during Operating Times for Children/Parent activities and the use and enjoyment of the slides, swings, jungle gyms and like children's playground equipment thereon on days and times mutually agreed upon by RBC and all Sharing Partners.

2.7 Shared Use of the Fenced Parking Lot Area identified in Exhibit D for twenty (20) hours each week during Operating Times as a playground area for the Children/Parent activities on days and times mutually agreed upon by RBC and all Sharing Partners.

2.8 During the term of the Agreement, Highlands may acquire the use of RBC Property identified in Exhibit A as Room 202 and 207 on terms mutually agreed upon by RBC and Highlands; provided RBC has not found an absolute necessity to have Exclusive Use of one or more of the rooms to serve the needs of its congregation.

2.9 Highlands may place any reasonable signage on the RBC Property to advertise the location of the Christian school that is mutually, agreed upon by RBC and the Sharing Partners and is in compliance with all applicable laws and ordinances.

### 3.0 Availability of Storage Space in the RBC Property for Highlands Use

3.1 As used in the Agreement, the term "Sharing" means that any Sharing Partner as well as others, in the future, may have the legal right to use portions of the RBC Property for their intended purposes on the days and times designated in their respective Property and Facilities Agreements. RBC, as fee simple Owner has the right to use of all RBC Property subject to the rights of the Sharing Partners. Highlands has been advised of such Sharing Partners and acknowledges that they have the legal right to share in the exclusive, full time or shared time use of a portion of the RBC Property. In the event RBC and/or any Sharing Partners have rights to

jointly use a room or rooms for full time or shared time use they shall cooperate and work together, in good faith, to determine the fair and equitable use of the room(s) and the shared property storage space in an open manner. Information will be shared freely throughout the term of the Agreement.

3.2 RBC and the Sharing Partners of any room or area identified in Section 2.0 above shall fairly and equitably share the use of the room(s) and its existing storage closets and built-in cabinets for the storage of their personal property on terms mutually agreed upon by RBC and the Sharing Partners.

3.3 RBC and the Sharing Partners of any room or area identified in Section 2.0 above shall fairly and equitably share the perimeter wall space of the room(s) for the placement of storage cabinets, shelves, containers or other secure storage owned by them for their exclusive use on terms mutually agreed upon by RBC and the Sharing Partners and provided the placement of same does not directly impair RBC or another Shared Partners use of the room for their intended purpose.

3.4 Except to the extent specifically provided otherwise herein, RBC and the Sharing Partners shall not unreasonably withhold their consent, permission, or approval for the use of any shared storage space which may be required or desired by another Party to store their personal property in the rooms described in Section 2.0 above. Such consent, permission, or approval shall be deemed to have been granted if, within five (5) days, RBC and any Sharing Partner receiving the request, fails to notify RBC and the other Sharing Partners, in writing, of its express disapproval and the reasons therefor.

3.5 Upon receipt of a notice of disapproval and the reasons therefor described in paragraph 3.4 above, RBC and the Sharing Partners agree to exercise, in good faith, their best efforts to resolve the dispute among themselves. In matters requiring resolution between RBC and the Sharing Partners, the decision of the majority shall take precedence.

#### 4.0 Period of Use.

4.1 The Agreement is for an initial period of two (2) years commencing on the effective date hereof and terminating on July 31, 2025, unless sooner terminated or extended as provided in the Agreement.

4.2 Highlands has the right to extend the Agreement beyond the expiration date provided in 4.1 on the following terms and conditions:

a. Should Highlands fully and faithfully perform all of the terms and conditions of the Agreement, Highlands may extend the term of the Agreement for a period of one (1) year, with the extended term to begin on the day following the expiration date of the Agreement term specified in 4.1, and for two (2) additional periods of the same length, each to commence on the

day following the expiration date of the immediately preceding extended term. Provided, however, that if, at the date of expiration of the initial term or any extended term, Highlands is in default (beyond any grace period provided in the Agreement) in the performance of any of the terms or provisions of the Agreement, the remaining option or options shall be null and void at the option of RBC. All the terms, covenants, and provisions of the Agreement's initial term, save and except, Rental provided in 5.1 shall apply to all extended Agreement terms. The amount of rental for each extended term beyond the expiration date provided in 4.1 shall be an amount mutually agreed upon by RBC and Highlands..

b. Highlands may exercise each option to extend the Agreement by giving RBC written notice of its intention to do so not later than 30 days prior to the expiration date of the Agreement term specified in 4.1; and not later than 30 days prior to the expiration date of each successive option to extend thereafter.

#### 5.0 Rental.

5.1 Highlands agrees to pay to RBC as rent for the use of the RBC Property the sum of \$9,925.00 per month in US currency during the initial term hereof commencing on the Effective Date.

#### 6.0 Highlands Agrees To:

6.1 Sixty (60) days prior to the Effective Date, Highlands shall have access to the RBC Property to inspect all buildings and improvements to determine whether the RBC Property is in good order and repair and in a safe and clean condition suitable for their intended purpose. Following their review and inspection, Highlands will have an option on the Effective Date to [I] accept the RBC Property "AS IS," the RBC Property being suitable for Highlands. intended use; or [ii] to terminate the Agreement on five (5) days written notice without further obligation or liability hereunder.

6.2 Obey all laws, ordinances, orders, public and RBC rules, regulations, and covenants applicable to the use, condition, and occupancy of the RBC Property.

6.3 Not use or permit the use of the RBC Property in any manner that results in waste of the premises or constitutes a nuisance. Nor shall Highlands use or permit the use of the RBC Property for any illegal purpose. Highlands, at its own expense, will comply, and will cause its administrators, staff, employees, agents, students and invitees to comply with all applicable laws and ordinances, and with all applicable rules and regulations of governmental agencies concerning the use of the RBC Property.

6.4 Pay monthly rental in US currency on the 1<sup>st</sup> day of each month, to RBC at 721 Easton Road, Dallas, Texas 75218 or at such other place as RBC may from time to time specify by written notice.

- 6.5 Pay, as additional Rent, all other amounts due, if any, under the Agreement.
- 6.6 Allow RBC to enter the RBC Property shared by Highlands to perform RBC's obligations hereunder and to inspect the RBC Property (I) during Non-Operating Times or (ii) during Operating Times on dates and times mutually agreed upon by RBC and Highlands.
- 6.7 During the term of the Agreement, Highlands must, at its expense, use reasonable efforts to maintain the RBC Property in good order, repair and in a safe and clean condition.
- 6.8 Bear the sole financial responsibility for and the repair of any damage to the RBC Property caused by Highlands, its agents, personnel, employees, members, students, invitees, or visitors.
- 6.9 Submit by written notice to RBC any request for repairs replacement, and maintenance that are the obligations of RBC.
- 6.10 Maintain insurance on Highlands personal property.
- 6.11 Provide, at its own expense, any security personnel for school activities required by all applicable laws and ordinances, and with all applicable rules and regulations of governmental agencies concerning the use of the RBC Property.
- 6.12 Janitorial. Furnish, at its expense, the usual janitorial services to clean the RBC Property used by Highlands including sweeping and vacuuming of floors, removal and disposal of trash and garbage, cleaning of windows, and replacement of light globes or fluorescent tubes in the standard lighting fixtures installed by RBC.
- 6.13 Maintenance and Surrender. During the term of the Agreement, Highlands shall maintain the RBC Property used by Highlands and keep it clean, orderly and free from waste or nuisance. At the termination of the Agreement, Highlands shall deliver the premises in as good a state of repair and condition as they were in at the time RBC delivered possession to Highlands, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.
- 6.14 Casualty/Condemnation. If the RBC Property is damaged by fire or other casualty or is condemned, then either RBC or Highlands may terminate the Agreement by written notifying the other. Any rent prepaid by Highlands will be returned to Highlands on termination.
- 6.15 Default by Highlands. If Highlands is in default for a period of more than ten (10) days in the payment of any rent payable under the Agreement or in the performance of any other provision of the Agreement, RBC may terminate the Agreement and regain possession of the RBC Property in the manner provided by the laws of the State of Texas in effect at the date of such default or sue for damages or both; provided, however, Highlands shall have a right to cure

such default within ten (10) days after the date of default; and if such cure, by its nature, reasonably requires longer than ten (10) days to complete, then RBC shall only have a right to terminate the Agreement if Highlands does not commence such cure within such 10 days and diligently pursue completion of same.

6.16 Reletting by RBC. If Highlands abandons or vacates the RBC Property contrary to the terms of the Agreement, RBC may relet the RBC Property for the account of Highlands for the best rent and on the best terms reasonably obtainable. If RBC does not realize a sufficient sum from such reletting, after deducting the cost and expense to RBC of such reletting, to satisfy the rent provided in the Agreement, Highlands agrees to satisfy and pay to RBC any deficiency in the monthly rent provided in the Agreement on the 1st day of any month in which such a deficiency is determined by RBC to exist.

6.17 Subordination of the Agreement. The Agreement and Highlands interest under the Agreement are and shall be subject, subordinate, and inferior to any lien or encumbrance placed on the RBC Property and Facility by RBC now or in the future, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

7.0 Highlands agrees not to:

7.1 Create or permit a nuisance with any of Highlands use of the RBC Property .

7.2 Change RBC's lock or security system without RBC's written consent.

7.3 Alter or modify the RBC Property or construct any other improvements without RBC's written consent.

7.4 Allow a lien to be placed on the RBC Property without RBC's written consent.

7.5 Assign the Agreement or sublease any portion of the RBC Property without RBC's written consent.

8.0 RBC agrees to:

8.1 Obey all laws, ordinances, orders, public and RBC rules, regulations, and covenants applicable to the use, condition, and occupancy of the RBC Property .

8.2 Maintain the public and common areas of the RBC Property and Facility lobbies, elevators, stairs, courtyards, and parking areas, in reasonably good order and condition.

8.3 Maintain the structures of the RBC Property, including, but not limited to, the roof, exterior walls (including windows), floors, and foundation in reasonably good order and

condition; and provide reasonable utilities required for operation of the RBC Property as a Christian school.

8.4 Use reasonable efforts to make repairs to the RBC Property after the effective date of the Agreement for which it is obligated hereunder, provided RBC receives written notice of the condition and Highlands has paid all rent then due. RBC, in its sole discretion, will not be required to repair any conditions made or caused by Highlands, its agents, personnel, employees, members, students, invitees, or visitors; and RBC will not be required to recarpet or repaint the RBC Property.

#### 9.0 Indemnification.

9.1 Highlands shall release, indemnify, defend, and hold harmless RBC for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of Highlands use of the RBC Property and equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.

9.2 RBC shall also release, indemnify, defend, and hold harmless Highlands for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of RBC use of the RBC Property and equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.

#### 10.0 Personal Property.

10.1 Except as specifically provided herein, Highlands, not RBC, is responsible for the loss, theft of, or damage to any Highlands personal property or for any injury to its agents, personnel, employees, staff, administrators, invitees, or visitors while located within the RBC Property.

#### 11.0 Limitation on Warranties.

11.1 RBC hereby expressly disclaims and excludes all Property and Facilities warranties.

#### 12.0 Limitation on Liability.

12.1 RBC shall not under any circumstances be liable to Highlands or any other party for:

- (a) personal injury or property damage (except to the extent of the intentional, willful act or gross negligence of RBC, its agents, personnel, employees or members);



and

- (b) lost profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.

### 13.0 Compliance with Law.

13.1 Highlands, its agents, personnel, employees, members, invitees, or visitors shall not use the RBC Property in any manner contrary to the laws and regulations of any federal or Texas law or any other governmental agency having jurisdiction thereof.

### 14.0 General Provisions.

14.1 Assignment. Highlands may not assign any rights or obligation of the Agreement without the prior written consent of RBC. In the event of any assignment, Highlands shall remain responsible for its performance and that of any assignee under the Agreement. The Agreement shall be binding upon Highlands, and its successors and assignees, if any. Any assignment attempted in violation of the Agreement may be void at the sole option of RBC.

14.2 Force Majeure. RBC shall not be responsible for any delays or failure to provide access or services to the RBC Property due to acts of God, strikes or other disturbances, war, insurrection, embargoes, epidemic, pandemic, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of RBC.

14.3 Governing Law. The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under the Agreement are performable in Dallas County, Texas.

### 15.0 Prior The Agreements Superseded.

15.1 Entire Agreement. The Agreement (including all attached or referenced Exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. The Agreement cancels, supersedes and revokes all prior negotiation, representation and the agreement between the parties, whether oral or written, relating to the subject matter of the Agreement. The terms and conditions of any purchase order or similar document submitted by Highlands in connection with the services provided under the Agreement shall not be binding upon RBC.

15.2 Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

16.0 Insurance.

16.1 Comprehensive General and Professional Insurance. At all times during the term of the Agreement Highlands shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage including products liability and automobile coverage, with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. All such certificates evidencing such insurance shall name RBC as an additional insured. Highlands further represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of all such insurance and shall provide all such certificates to RBC upon request.

17.0 Miscellaneous.

17.1 Binding on Heirs, Successors and Assigns. Subject to the provisions of the Agreement interest under the Agreement, all provisions of the Agreement shall extend to and bind, or insure to the benefit of, the parties to the Agreement and their heirs, executors, representatives, successors, and assigns of RBC or Highlands.

17.2 Rights and Remedies Cumulative. The rights and remedies provided by the Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

17.3 Amendments. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date of the Agreement, and duly executed by the parties to the Agreement.

17.4 Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing (herein "written notice") and shall be delivered in person, by facsimile, electronic mail, or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address and addressees as either party may designate by notice given pursuant to this section:

If to RBC:

Redeemer Bible Church  
721 Easton Road  
Dallas, Texas 75218  
Attn: Elder Board, Chair  
Phone: (214) 340-3633  
Website: rbcdallas.org

With Courtesy Copy To:

James R. Hilliard  
1509 Bella Vista Dr.  
Dallas, Texas 75218  
Phone: (214) 621-2428  
Email: jrh1244@aol.com

If to Highlands:

Highlands Christian Foundation  
8714 Thunderbird Ln.  
Dallas, TX 75238  
Att: Board President  
Phone: (214) 799-8450  
Website: www.highlandschristianschool.com

With Courtesy Copy To:

Jeff Giddens  
8714 Thunderbird Ln.  
Dallas, TX 75238  
Phone: (214) 799-8450  
Email: jagiddens@gmail.com

If to St. Barts:

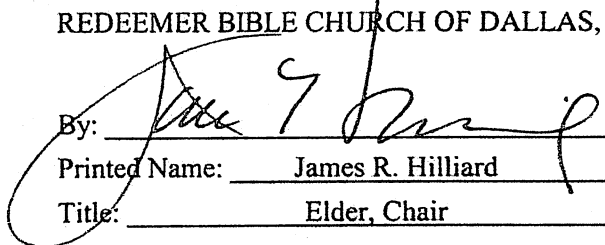
St. Bartholomew's Anglican Church  
721 Easton Road  
Dallas, TX 75218  
Att: Rev. David Larlee  
Phone: (214) 506-8718  
Website: stbartsdallas.org

With Courtesy Copy To:

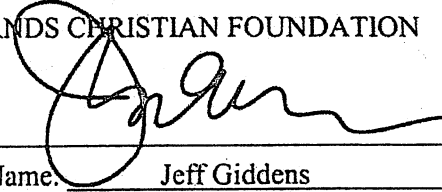
Rev. David Larlee  
7066 Fremont St.  
Dallas, Texas 75231  
Phone:(214)478-1414  
Email: dave@stbartsdallas.org

IN WITNESS HEREOF, the undersigned RBC, Highlands and St. Barts execute the Agreement as of the day and year first written above.

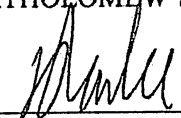
REDEEMER BIBLE CHURCH OF DALLAS, INC.

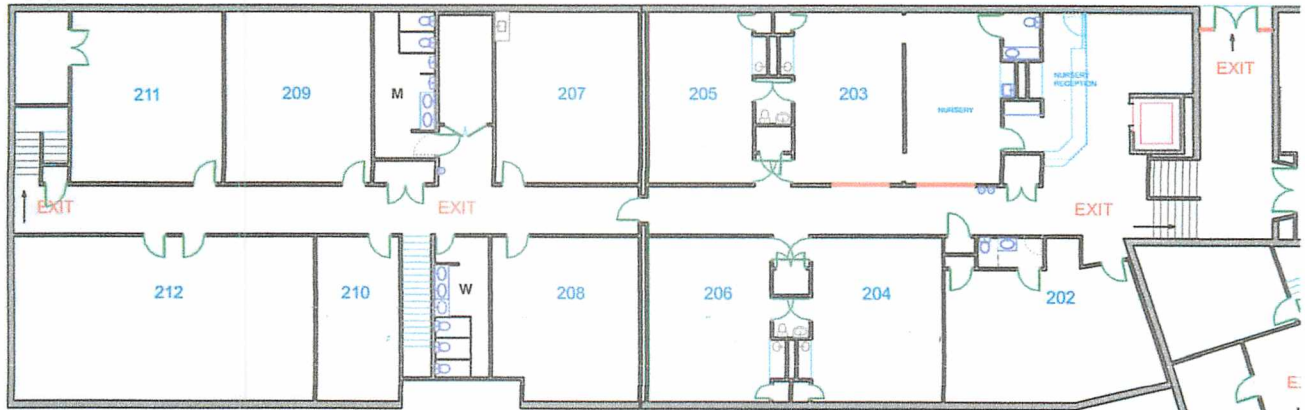
By:   
Printed Name: James R. Hilliard  
Title: Elder, Chair

HIGHLANDS CHRISTIAN FOUNDATION

By:   
Printed Name: Jeff Giddens  
Title: Board President

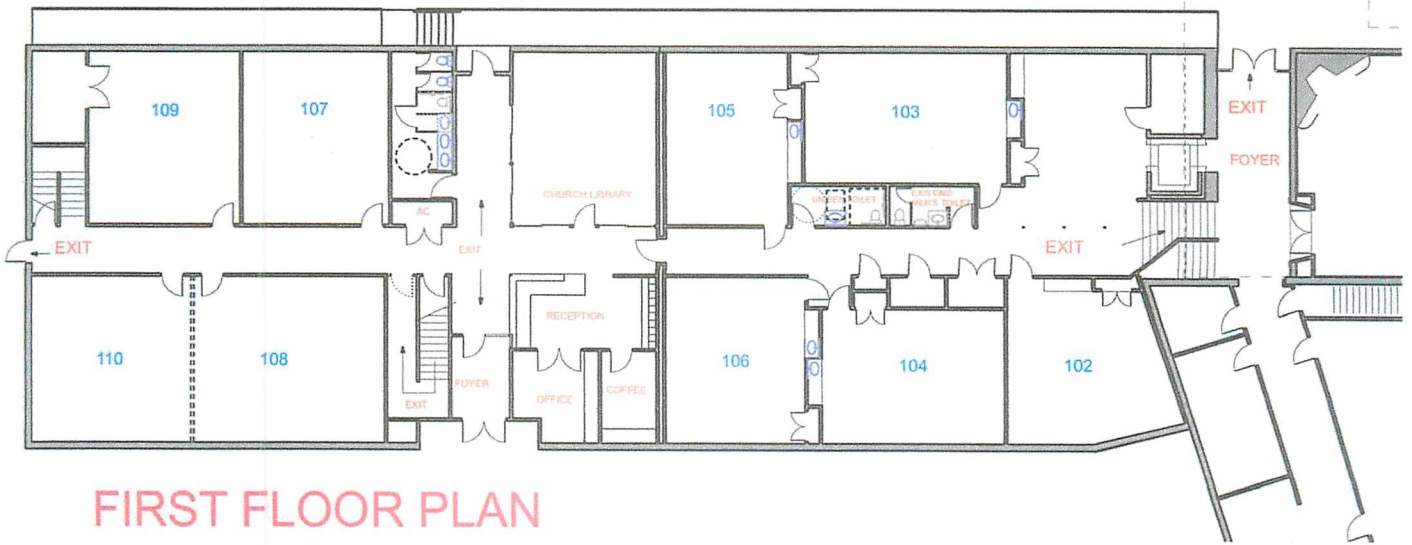
ST. BARTHOLOMEW'S ANGLICAN CHURCH

By:   
Printed Name: Rev. David Larlee  
Title: Rector



SECOND FLOOR PLAN

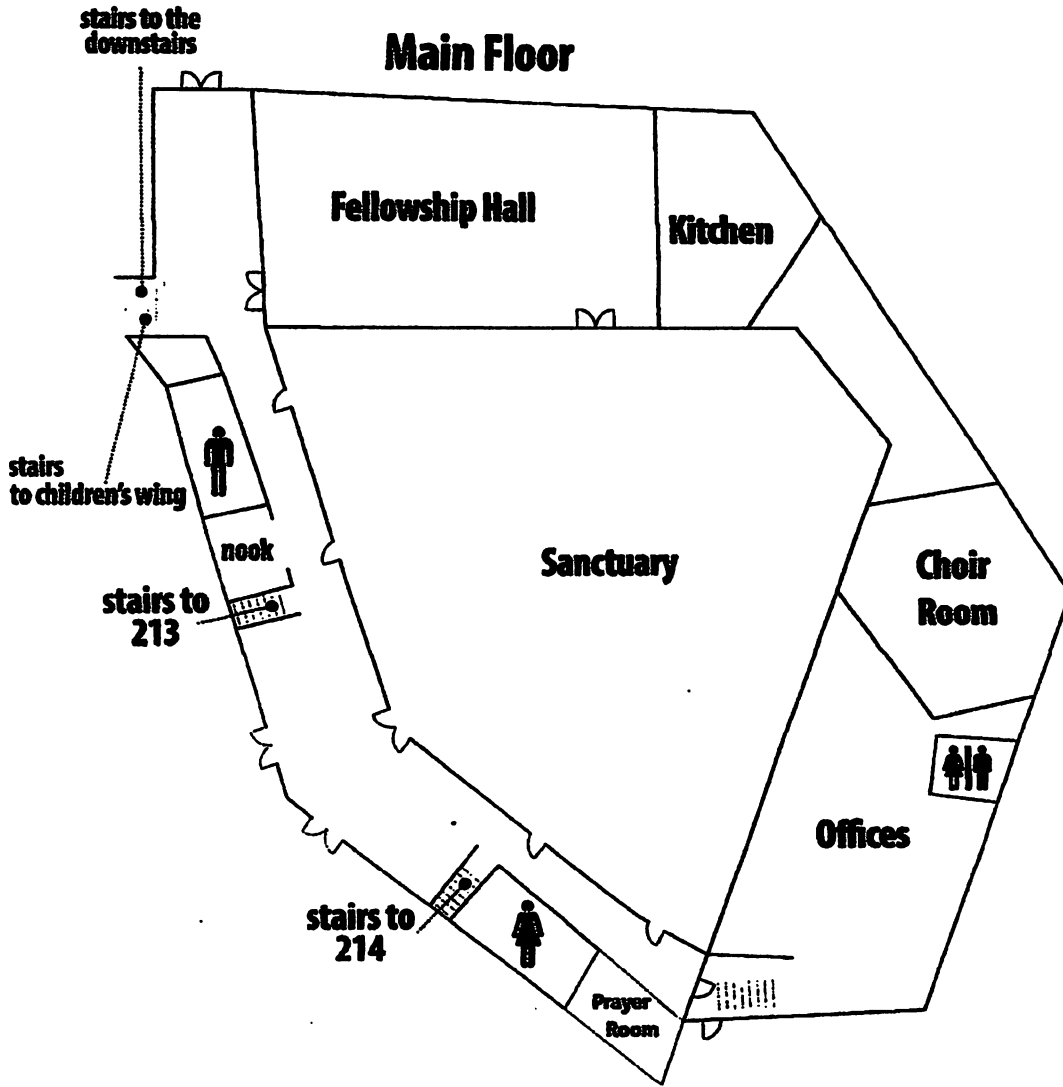
PORT-A-COCHERE



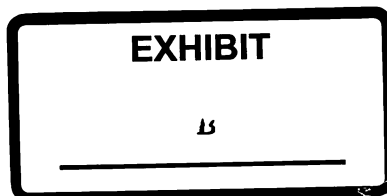
FIRST FLOOR PLAN

EXHIBIT

A

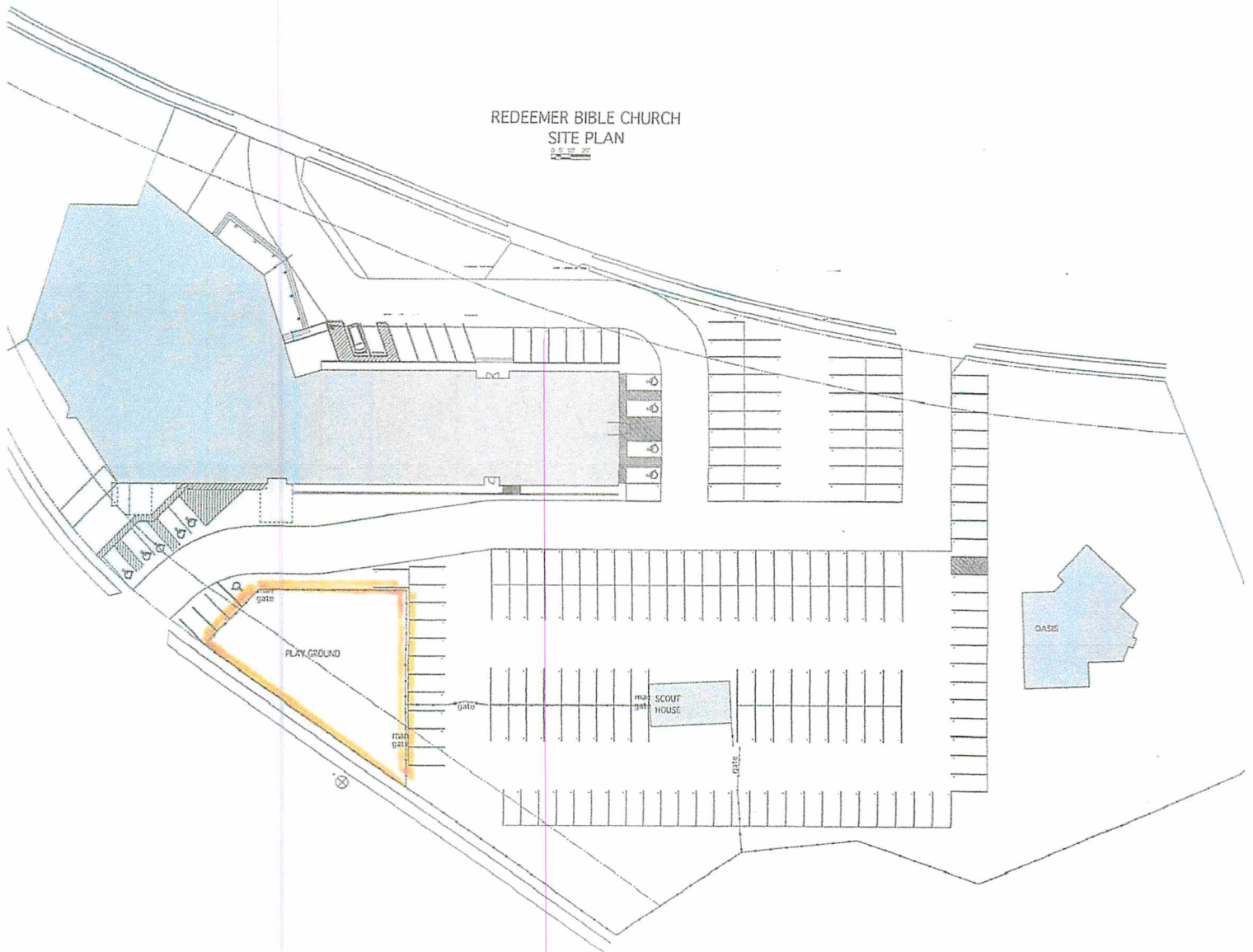


Download a PDF of Map and Welcome Brochure here.



REDEEMER BIBLE CHURCH  
SITE PLAN

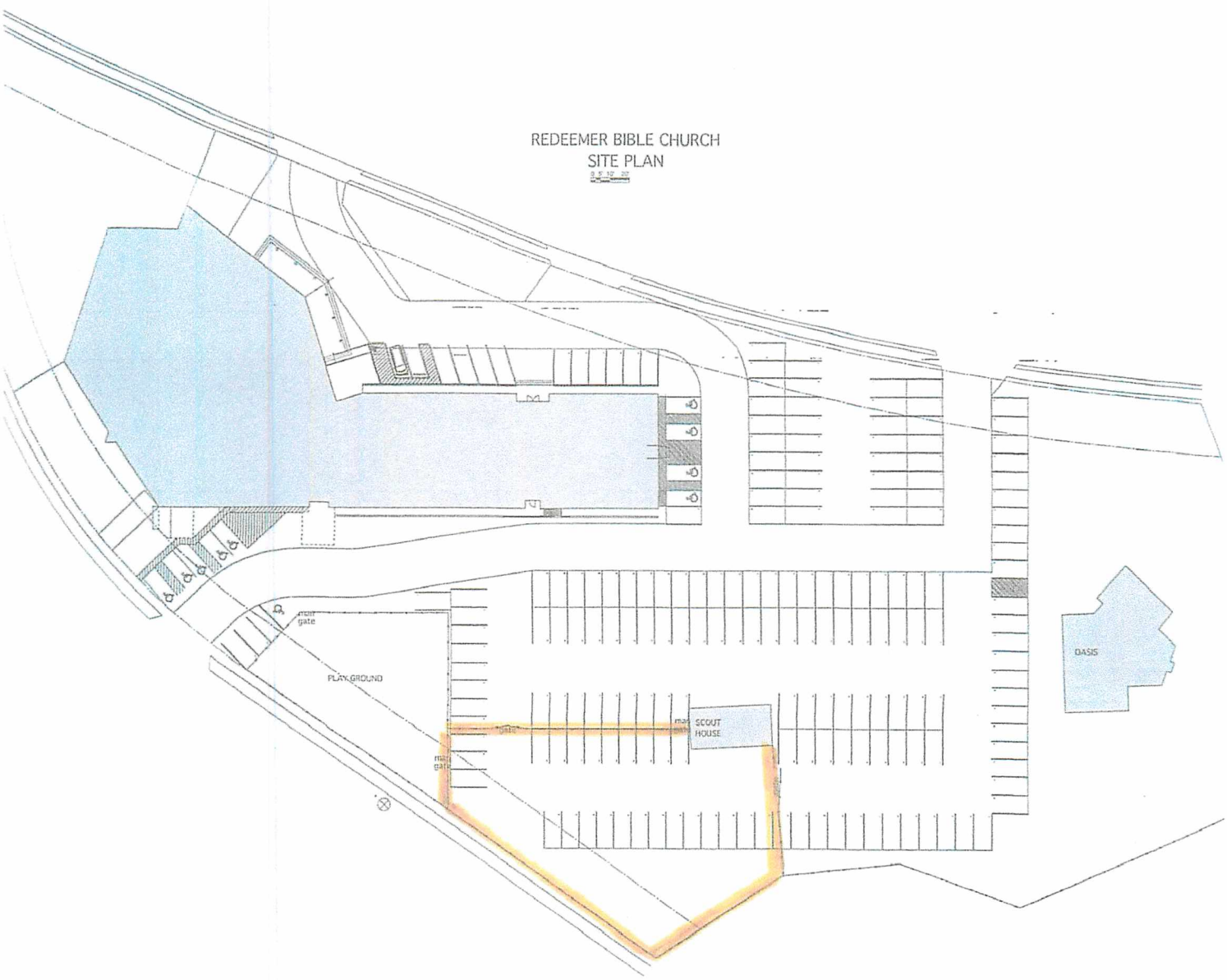
0.5" = 10' 0"



EXHIBIT

C

REDEEMER BIBLE CHURCH  
SITE PLAN



**EXHIBIT**  
D

## Summary of St. Barts RBC Property Use

### 2.0 Description of RBC Property and Facilities Available for ST. BARTS Use.

2.1 Use of the Sanctuary identified in Attachment A ( herein the "*Sanctuary*") each Sunday for Worship Services from 9:00 to 10:30 am.

2.2 Use of the Sanctuary for one Sunday evening per month, mutually agreed upon by the parties, for Worship/Prayer meetings at 6:30 to 8:30 pm.

2.3 Use of Fellowship Hall and Kitchen, identified in Attachment A (herein the "*Fellowship Hall*"), for a joint coffee time with RBC members each Sunday from 10:30 to 11:00 am.

2.4 Use of the Fellowship Hall once a month for a fellowship meal at lunch or dinner, on days and times mutually agreed upon by the parties.

2.5 Use of the Fellowship Hall each week for Parent/Toddler meetings on days and times mutually agreed upon by the parties.

2.6 Use of one classroom in the Downstairs Adult's Wing identified in <sup>1</sup>Attachment B as Room 102 (herein the "*Adult Classroom*") each Sunday from 11:00am to 12:30 pm increasing to the use of 2 to 3 classrooms during the term hereof as mutually agreed upon by the parties.

2.7 Use of rooms in the Upstairs Children's Wing as a children's nursery identified in Attachment B as Rooms 201,203 and 205 (herein the "*Children's Nursery*") each Sunday from 8:30 am to 12:30 pm.

2.8 Use of the classrooms in the Upstairs Children's Wing identified in Attachment B as Rooms 207,211,212,210,208,206 and 204 (herein the "*Children's Classrooms*") each Sunday from 9:00 to 12:30 pm.

2.9 Use of the Sanctuary for (a) Occasional Events - Weddings, Funerals, etc. (b) Special Events - Ash Wednesday, Maundy Thursday, Good Friday, Christmas Eve and (c) Christmas Eve Pageant on days and times mutually agreed upon by the parties.

2.10 Use of Storage Space (herein the "*Storage Space*") to store resources, altar and sacred serving pieces, etc. identified in Attachment E as Room 2.

2.11 Use of Storage Space to store signage, parking equipment, etc. identified in Attachment C as Garage.

2.12 Use of Office Space (herein the "*Office Space*") identified in Attachment D as Rooms 2 and 5.

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<sup>1</sup> Deleted by agreement dated September 28, 2002



2.13 Use of Office Space identified in Attachment D as Room 9 (Choir Room) from the effective date to September 1,2021.

2.14 Use of Office Space identified in Attachment D as Room 3 from and after September 1,2021 during the term hereof.

2.15 Use of the Oasis identified in Attachment C ( herein the "*Oasis*") for one Saturday a quarter for membership classes on days and times mutually agreed upon by the parties.

2.16 Use of the Oasis one night a week for youth events on days and times mutually agreed upon by the parties.

2.17 Use of the Oasis throughout the year for after school activities with neighboring schools and churches on days and times mutually agreed upon by the parties.

2.18 Use of the fenced Playground (herein the "*Playground*") for parent/children activities on days and times mutually agreed upon by the parties.

2.19 Come & See events on the grounds of RBC, ten (10) times per year, to invite our neighbors to the campus on days and times mutually agreed upon by the parties.

2.20 Community Engagement Fair Type Events on the grounds of RBC throughout the year including Chili Cookoffs, BBQ Competitions, etc. on days and times mutually agreed upon by the parties.