

Property and Facilities Use Agreement

This Agreement (the "Agreement") is made the 15th day of July, 2023; but effective on the 15th day of August, 2023 (the "Effective Date"), between REDEEMER BIBLE CHURCH OF DALLAS, INC., a Texas nonprofit corporation located at 721 Easton Road, Dallas, Texas 75218 ("RBC") and ST. BARTHOLOMEW'S ANGLICAN CHURCH, a Texas nonprofit corporation located at 721 Easton Road, Dallas, Texas 75218 ("St. Barts"), regarding the use of the 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 ("Main Floor"), Exhibit B ("Second Floor Plan"), Exhibit C ("Second Floor Main"), Exhibit D ("Office"), and Exhibit E ("Fenced Playground Area") attached hereto and incorporated herein by reference.

1.2 HIGHLANDS CHRISTIAN FOUNDATION d/b/a Highlands Christian School ("Highlands") will also be a user of portions of the RBC Property described in 1.1 above pursuant to a Property and Facilities Use Agreement between RBC and Highlands effective on or about August 1, 2023. Highlands 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" or individually by name.

1.3 RBC, St. Barts and Highlands desire to jointly use the RBC Property on the terms and conditions set forth herein.

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 RBC, St. Barts and Highlands for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

2.0 Description of RBC Property Available for St. Barts Use RBC Property is available for three differing categories of use: Exclusive Use¹, Full-Time Use² and

¹ Exclusive Use means that no other party or group can use the room or area without St. Barts consent and St Barts staff can keep the room set up as they want.

² Full-Time Use means that the room or area may be used by RBC or RBC can grant use of the room or

Shared Use³ defined below. The RBC Property available to St. Barts is as follows:

2.1 Full-Time Use of the Sanctuary identified in Exhibit A (herein the "Sanctuary") each Sunday for Worship Services from 7:00 a.m. to 10:30 am. (herein the "Operating Times").

2.2 Shared Use of the Fellowship Hall identified in Exhibit A (herein the "Fellowship Hall") up to 24 hours per month on days and times agreed upon by RBC.

2.3 Full-Time Use of the rooms in the Second Floor Plan identified in Exhibit B as Nursery and Room 203 for a children's nursery each Sunday during Operating Times.

2.4 Full-Time Use of the classrooms in the Second Floor Plan identified in Exhibit B as Rooms 204, 205, 206, 207, 208, 209, 210, 211, and 212 (herein the "Children's Classrooms") each Sunday during Operating Times.

2.5 Shared Use of the Sanctuary identified in Exhibit A for Weddings, Funerals, Ash Wednesday, Maundy Thursday, Good Friday, Christmas Eve, Christmas Eve Pageant and Worship Nights on days and times agreed upon by RBC.

2.6 Exclusive use of Storage Space identified in Exhibit C as Room 2 to store resources, altar and sacred serving pieces, etc.

2.7 Exclusive Use of Office Space identified in Exhibit D as Rooms 2, 3 and 5.

2.8 Shared Use of the Upper Room identified in Exhibit C (herein the "Upper Room") up to 48 hours per month on days and times agreed upon by RBC.

2.9 Shared Use of the playground identified in Exhibit E (herein the "Fenced Playground") for parent/children activities on days and times agreed upon by RBC.

area to another party or group during times outside of St. Bart's Operating Times as defined in 2.1 above. St. Bart's staff will be required to set up the room at the beginning of and take down the room at the end of their Operating Times (only to the extent reasonably necessary as determined by mutual agreement of RBC and the Sharing Partners). The other party or group using the room shall be required to set up the room at the beginning of and take down the room at the end of their granted use (only to the extent reasonably necessary as determined by mutual agreement of RBC and the Sharing Partners).

³ Shared Use means that the room or area may be used on dates and times mutually agreed upon by RBC. Each shared use party or group is responsible to set up and take down the room during their period of shared use.

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

3.0 Availability of Storage Space in the RBC Property for St. Barts 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. St. Barts 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, therefore.

3.5 Upon receipt of a notice of disapproval and the reasons therefore 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 one (1) year commencing on the effective date hereof and terminating on August 14, 2024, unless sooner terminated or extended as provided in the Agreement.

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

a. Should St. Barts fully and faithfully perform all of the terms and conditions of the Agreement, St. Barts 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, Provided, however, that if, at the date of expiration of the initial term, St. Barts 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 option shall be null and void at the option of RBC. All terms, covenants, and provisions of the Agreement's initial term provided in 4.1, save and except, Rental provided in 5.1 shall apply to the extended Agreement terms. The amount of rental for the extended term beyond the expiration date provided in 4.1 shall be an amount mutually agreed upon by RBC and St. Barts.

b. St. Barts may exercise the option to extend the Agreement by giving RBC written notice of its intention to do so not later than 60 days prior to the expiration date of the Agreement term specified in 4.1.

5.0 Rental

5.1 St. Barts agrees to pay to RBC as rent for the use of the RBC Property the sum of \$6,000.00 per month in US currency during the term hereof commencing on the Effective Date.

6.0 St. Barts Agrees To:

6.1 Accept the RBC Property in their present condition "AS IS," the RBC Property being currently suitable for St. Barts intended use. St. Barts stipulates that they

have examined all buildings and improvements located on the RBC Property, and they are all, at the date of the Agreement, in a safe and clean condition.

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 Pay monthly rental in US currency, in advance, on the 1st 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.

6.4 Pay, as additional Rent, all other amounts due, if any, under the Agreement.

6.5 Allow RBC to enter the RBC Property to perform RBC's obligations hereunder and to inspect the RBC Property.

6.6 Use reasonable efforts to maintain the RBC Property in good order and repair and in a safe and clean condition during the term of the Agreement.

6.7 Bear the sole financial responsibility for the repair of any damage to the RBC Property caused by St. Barts, its agents, personnel, employees, members, invitees, or visitors.

6.8 Submit by written notice to RBC any request for repairs, replacement, and maintenance that are the obligations of RBC.

6.9 Maintain insurance on St. Barts' personal property.

6.10 Provide security personnel for Sunday and weekday church activities on days and times mutually agreed upon by the parties. The parties will jointly share the expense of security personnel.

6.11 Janitorial So long as St. Barts is not in default under the terms of the Agreement, RBC shall furnish, at RBC's sole expense, the usual janitorial services to clean the RBC Property, 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. The expense of any other janitorial services over and above the usual services described above for special or holiday events, deep cleaning of the RBC or otherwise will be shared as mutually agreed by the parties.

6.12 Maintenance and Surrender by St. Barts During the term of the Agreement, St. Barts shall maintain the RBC Property and keep them free from waste or nuisance. At the termination of the Agreement, St. Barts shall deliver the premises in as good a state of repair and condition as they were in at the time RBC delivered possession to St. Barts, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.

6.13 Casualty/Condemnation If the RBC Property is damaged by fire or other casualty or are condemned, then either RBC or St. Barts may terminate the Agreement by written notifying the other. Any Rent prepaid by St. Barts will be returned to St. Barts on termination.

6.14 Default by St. Barts If St. Barts 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.

6.15 Reletting by RBC If St. Barts abandons or vacates the RBC Property contrary to the terms of the Agreement, RBC may relet the RBC Property for the account of St. Barts 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, St. Barts 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.

6.16 Subordination of the Agreement The Agreement and St. Barts' 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 St. Barts agrees not to:

7.1 Create or permit a nuisance with any of St. Barts' 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 including, but not limited to, lobbies, elevators, stairs, corridors, restrooms, walkways, 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.

8.4 Provide security personnel for Sunday and weekday church activities on days and times mutually agreed upon by the parties. The parties will jointly share the expense of such security personnel.

8.5 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 St. Barts has paid all rent then due. RBC, in its sole discretion, will not be required to repair conditions existing prior to the date this Agreement was made or caused thereafter by St. Barts, its agents, personnel, employees, members, invitees, or visitors unless caused by normal wear and tear, and will not be required to recarpet or repaint the RBC Property.

9.0 Indemnification

9.1 St. Barts shall also release, indemnify, defend, and hold harmless RBC on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys¹ fees) arising out of St. Barts' use of RBC Facilities 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, St. Barts, not RBC, is responsible for loss, theft of, or damage to any St. Barts' personal property or for any injury to its agents, personnel, employees, members, 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 St. Barts 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).

[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 St. Barts, 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 St. Barts may not assign any rights or obligation of the Agreement without the prior written consent of RBC. In the event of any assignment, St. Barts shall remain responsible for its performance and that of any assignee under the Agreement. The Agreement shall be binding upon St. Barts, 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, 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 Agreements Superseded

15.1 Entire Agreement The Agreement (including all attached or referenced attachments) 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 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 St. Barts 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

16.01 General Property and Personal Injury Insurance At all times during the term of the Agreement, St. Barts shall provide and keep in force liability insurance for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by St. Barts and approved by RBC and shall be paid for by St. Barts. The insurance provided pursuant to this section shall be in the amount of not less than \$1,000,000 for property damage and not less than \$300,000 for one person and \$2,000,000 for one accident for personal injury. St. Barts' insurance company will notify RBC at least ten (10) days prior to cancellation or expiration of such insurance. Certificates evidencing such property damage and personal injury insurance shall name RBC as an additional insured under the commercial general liability policy. St. Barts further represents that it has worker's compensation insurance and agrees to furnish proof of all such insurance and shall provide all such certificates to RBC.

17.0 Miscellaneous

17.1 Binding on Heirs and Assigns Subject to the provisions of the Agreement against assignment of St. Barts' 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 St. Barts.

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, or 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 after 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 St. Barts:

St. Bartholomew's Anglican Church
721 Easton Road
Dallas, TX 75218
Attn: Rev. Dave Larlee

With Courtesy Copy To:

Rev. David Larlee
7066 Fremont St.
Dallas, Texas 75231
Phone:(214)478-1414

Phone:(214)506-8718
Website: stbartsdallas.org

Email: dave@stbartsdallas.org

If to Highlands:

With Courtesy Copy To:

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

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

17.5 First Right to Purchase In the event that during the term of the Agreement or any extension thereof, RBC elects to sell the RBC Property and Facility, ST. BARTS shall have the first right to purchase the RBC Property and Facility on terms and conditions mutually agreed upon by the parties. RBC shall give ST. BARTS written notice of its intent to sell the property and ST. BARTS shall have a period of thirty (30) days [which may be extended to sixty (60) days at the sole option of RBC] following receipt of RBC's notice of intent to sell the property to consummate the purchase of the RBC Property and Facility on the terms mutually agreed upon by the parties. Should the parties fail to consummate the sale of the RBC Property and Facility as provided in this paragraph, ST. BARTS first right to purchase may be voided, at the sole option of RBC. RBC may thereafter consummate the sale of the RBC Property and Facilities to other third parties.

IN WITNESS HEREOF, the undersigned RBC, St. Barts and Highlands 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

ST. BARTHOLOMEW'S ANGLICAN CHURCH

By: _____
Printed Name: _____
Title: _____

HIGHLANDS CHRISTIAN FOUNDATION

By: _____

Printed Name: Jeff Giddens

Title: Board President