

LEASE AGREEMENT

(not to be used for residential or for-profit tenants)

THIS LEASE AGREEMENT "Lease" is made and entered into as of the 1st day of October, 2024, "Effective Date," between the Rainier Valley Congregation of Community of Christ, a/k/a Reorganized Church of Jesus Christ of Latter Day Saints "Landlord" and Carrie House of God in Christ, "Tenant."

WITNESSETH:

In consideration of the agreements, covenants and fees set forth herein, the parties agree as follows:

1.0 BASIC LEASE INFORMATION.

1.1 LANDLORD CONTACT INFORMATION:

Rainier Valley Congregation, Community of Christ
Christine Sargent, Co-Pastor
16246 N.E. 24 th Street
Bellevue, WA 98008
Phone: 425 641-7568
E-mail: christnsgt@aol.com

1.2 TENANT CONTACT INFORMATION:

The Carrie House Church of God in Christ
James Reese, Jr., Pastor
4849 S. Holly Street
Seattle, WA 98118
Phone: 206 721-2220
Fax: 206 721-2074
E-mail: james,reese1@comcast.net

1.3 BUILDING ADDRESS: 4820 S. Morgan Street, Seattle, WA 98118-0401.

2.0 PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of the Building as more fully described in Exhibit A "Premises." Landlord shall have use of the Premises at all other times and may permit its use by other parties at its discretion. Tenant shall take the Premises in a "as is condition".

3.0 PARKING. Tenant shall have the right to the off street parking as available for its members, employees, invitees and guests.

4.0 TERM AND TERMINATION. The Term shall be for 12 months, commencing on October 1, 2024, "Commencement Date," and ending on September 30, 2025, "Expiration Date." This section is subject to the early Termination rights stated elsewhere in this Agreement.

4.1 Termination for Convenience. The Landlord may Terminate this Agreement at any time without liability by providing a Termination notice to Tenant. Unless otherwise provided in the notice, the Termination is effective 30 days after the date of the notice.

4.2 Termination for Cause. If a party believes the other party has materially breached this Agreement, that party may give the other party a material breach notice, identifying the action or inaction that is the basis

of the breach. Unless otherwise provided in the notice the Termination is effective 10 days after the date of the notice.

4.3 Termination for Change of Control. Landlord may, at any time and without liability, provide a notice of Termination of this Agreement to Tenant if a person previously not in control of Tenant acquires, directly or indirectly, Control of Tenant. Tenant must give the Landlord no less than 30 days prior notice of any change in Control of Tenant, unless prohibited by applicable laws. Unless otherwise provided in the notice, the Termination is effective 10 days after the date of the notice.

4.4 Effect of Termination. Termination of this Agreement is without prejudice to any other right or remedy of the parties. Termination of this Agreement for any cause does not release either party from any liability which, at the time of Termination, has already accrued to the other party, or which may accrue in respect of any act or omission prior to Termination or from any obligation which is expressly stated to survive the Termination.

5.0 RENT. Tenant will pay Landlord the Base Rent of ONE THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS and FORTY CENTS (\$1,863.40) per month on or before the first day of each month during the Term of this Lease at the address specified for Landlord, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff. If the Commencement Date occurs on a day other than the first day of a calendar month, or if the Expiration Date occurs on a day other than the last day of a calendar month, then the Rent for the fractional month will be prorated on a daily basis.

6.0 TAXES. Tenant will pay any increase in the Landlord's taxes attributable to Tenant's tenancy.

7.0 UTILITIES. Landlord will pay the utilities.

8.0 INSURANCE. Landlord shall insure the Premises against fire and casualty to the extent that Landlord deems it necessary to insure the Premises. If the total insurance premium to Landlord increases as a result, Tenant shall pay such additional amount. Tenant shall insure the Premises against all other risks as follows:

8.1 Workers' Compensation insurance in an amount required by statute.

8.2 Automobile Liability Insurance:

\$1,000,000 Combined Single Limit - Bodily Injury and Premises Damage For Injuries To Person Or Persons if Tenant utilizes automobiles, vans or buses in their operations.

8.3 Commercial General Liability:

\$2,000,000 General Aggregate

\$1,000,000 Bodily Injury/Premises Damage - Per Occurrence

\$2,000,000 Products/Completed Operations - Aggregate

8.4 Sexual Abuse/Molestation Liability:

\$1,000,000 General Aggregate

\$1,000,000 Bodily Injury/Premises Damage – Per Occurrence

8.5 Tenant shall provide Landlord a Certificate of Insurance evidencing the insurance coverage and limits as outlined above prior to the beginning of Tenant's operations.

8.6 The Landlord will be named as an additional insured on the policies listed above. This will include the name of the local branch or congregation and Community of Christ.

8.7 All insurance shall be with an insurance company acceptable to Landlord and approved to do business in the state or commonwealth in which the Premises are located by all applicable governmental

agencies and authorities, and shall name Landlord as an additional insured and loss payee. Tenant shall provide Landlord annually a Certificate of Insurance as proof of coverage. Should Tenant fail to provide such insurance coverage may Terminate this Lease Agreement as describe in section 4.2.

8.8 This section shall not apply to any effectively-connected or affiliate of Community of Christ conducting activities on the Premises.

9.0 COVENANT OF USE. Tenant hereby covenants and agrees that the Premises shall be used solely for the purpose of charitable religious activities by the Tenant. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use.

10.0 COMPLIANCE WITH LAWS. Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied, (a) in violation of any law, ordinance, zoning requirement, order, rule, regulation, certificate of occupancy, or other governmental requirement, now or after the date of this Lease affecting the Premises; or (b) for any disreputable business or purpose; or (c) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located or its contents. Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Building in which the Premises are located.

11.0 ASSIGNMENT. Tenant will not assign this Lease in part or in full and Tenant will not sublease all or part of the Premises.

12.0 SIGNS. No permanent signs will be installed at any time on the Premises, without the prior written consent of Landlord to their size, design, color, location, content, composition or material, and mobility. All signs will be maintained by Tenant in good condition during the Term. Tenant will remove all signs when not using the Premises and repair and restore any damage caused by their installation or removal.

13.0 RULES AND REGULATIONS. Tenant will faithfully observe and comply with the rules and regulations attached to this Lease in Exhibit A, and all modifications and additions from time to time promulgated by Landlord. Landlord will not be responsible to Tenant for the nonperformance of any rules and regulations by any other Tenant or occupant of the Building.

14.0 ALTERATIONS. Tenant will not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent.

15.0 MECHANICS' LIENS. Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with the work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, costs, and demands on account of the work.

16.0 END OF TERM. At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted.

17.0 CONDEMNATION. If the Premises are taken in a condemnation, or a portion of the Premises are taken in condemnation and Tenant determines in good faith that it will be economically unfeasible to operate its business in any facility that could be reconstructed on the remaining portion of the Premises, this Lease will Terminate and all obligations under it will cease as of the date upon which possession is taken by the condemnor.

18.0 LANDLORD'S ACCESS. Landlord, its agents, employees, and contractors access to the Premises shall not be restricted by the terms and conditions of this Lease.

19.0 INDEMNIFICATION. Tenant will indemnify Landlord, its affiliates, agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives against, and hold Landlord, its affiliates, agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Premises and from:

19.1 the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

19.2 any activity, work, or thing done or permitted by Tenant in the Premises;

19.3 any acts, omissions, or negligence of Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person;

19.4 any breach, violation, or nonperformance by Tenant or any person claiming under tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any Term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

19.5 any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant.

19.6 These indemnities described herein shall survive termination or expiration of the Lease.

20.0 SECURITY DEPOSIT. Security deposit is waived by Landlord.

21.0 COVENANT OF QUIET ENJOYMENT. So long as Tenant pays the Rent, and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, its successors, and assigns.

22.0 LIMITATION ON TENANT'S RE COURSE. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises and the Building of which the Premises are a part. Tenant will not have any right to satisfy any judgment that it may have against Landlord, or any successor, from any other assets of Landlord, or any successor.

23.0 SALE OF THE PREMISES. If Landlord, or any subsequent owner of the Premises, sells the Premises, its liability for the performance of its agreements in this Lease will end on the date of the sale of the Premises.

24.0 DEFAULT. If Tenant fails to pay when due amounts other than Rent that this Lease requires Tenant to pay or to perform any of its other obligations under this Lease within the time permitted for their performance, and the failure continues for ten (10) days' after written notice to Tenant (or, in case of any emergency, upon such notice, or without notice, as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, Landlord may (but will not be required to) pay the amount or perform the obligation. All amounts paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any of those obligations (together with interest at the Default Rate from the date of Landlord's paying the amount or incurring each cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand.

25.0 LANDLORD'S REMEDIES FOR DEFAULT. If any one or more Events of Default set forth in Section 24 occurs, then Landlord may, at its election give Tenant written notice of its intention to Terminate this

26.11 SEVERABILITY. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Lease that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

26.12 NO CONSTRUCTION AGAINST PREPARER OF LEASE. This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in preparing it.

26.13 NOTICES. Any notice, demand, request to other instrument which may be or is required to be given under this Lease Agreement shall be delivered in person, or sent by United States certified mail postage prepaid and shall be addressed in accordance with the contact information described in Section 1.

26.14 ATTORNEYS' FEES. If Landlord and Tenant litigate any provision of this Lease or the entry into this Lease, or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

26.15 WAIVER OF JURY TRIAL. Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other on all matters arising out of this Lease or the use and occupancy of the Premises (except claims for personal injury or property damage). If Landlord commences any summary proceeding for nonpayment of rent, Tenant will not interpose (and waives the right to interpose) any counterclaim in any such proceeding.

26.16 GOVERNING LAW AND VENUE. This Lease will be governed by the law of the State of Missouri and will be construed and interpreted according to that law. Venue for any proceeding shall be in any court of competent jurisdiction in Jackson County, Missouri.

26.17 BINDING EFFECT. This Lease will inure to the benefit of, and will be binding upon, the successors and permitted assigns of Landlord and Tenant.

26.18 ENTIRE AGREEMENT. It is expressly understood and agreed by and between the parties hereto that this Lease Agreement and any riders attached hereto forming a part hereof set forth all of the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no other promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that no subsequent modification, amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the date and year above written.

COMMUNITY OF CHRIST	CARRIE HOUSE CHURCH OF GOD IN CHRIST
(Signature) <i>Christine Sargent</i>	(Signature) <i>James Reese, Jr.</i>
(Print Name) Christine Sargent	(Print Name) James Reese, Jr.
(Date) <i>9/12/2024</i>	(Date) <i>9/12/2024</i>
(Title) Co-Pastor	(Title) Pastor