

THE STATE OF TEXAS §
 §
 § LEASE AGREEMENT
COUNTY OF ECTOR §

THIS AGREEMENT, made and entered into this, the 20 day of September, 2011, by and between the Ector County Independent School District, an independent school district organized under the laws of the State of Texas, hereinafter called "Lessor", and Grace Point Church, hereinafter called "Lessee",

W I T N E S S E T H:

In consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the rents to be paid by Lessee as herein set forth, and of the covenants and agreements hereinafter stipulated to be mutually kept and performed by the parties hereto, Lessor does hereby grant, demise, lease and let, upon the terms and conditions hereinafter stated, unto Lessee, his successors and assigns, the limited use of the gymnasium, cafeteria, and two classrooms of the Barbara Jordan Elementary School campus located at 9400 Rainbow Drive, Odessa, Ector County, Texas (the "Leased Premises"). The exact facilities to be used will be as designated by the Administrator of Barbara Jordan Elementary Elementary School, including the right of ingress and egress thereto at all times, and the use of the parking facilities during times of Lessee occupancy and immediately before and after said occupancy.

TO HAVE AND TO HOLD THE SAME unto Lessee, his successors and assigns, for a term of one (1) year, beginning on the 12 day of September, 2011, and ending on the 10 day of September, 2012, to be used for the conduction of church services during the planning and construction of Lessee's regular place of worship and all related activities.

This Agreement is made upon the following conditions and covenants:

1. Lessee shall pay to Lessor at Odessa, Texas, as rental therefore during said term the sum of Two Hundred Fifty Dollars (\$250.00), per week in advance, beginning on Monday the 26 day of September, 2011, with Two Hundred Fifty Dollars (\$250.00) payable on Monday each succeeding week thereafter throughout the term of this lease.

2. It is understood and agreed that Lessee shall not make any alterations, additions or improvements to the demised premises or the buildings thereon without the prior written consent of Lessor, unless such alterations, additions or improvements can be removed without any damage whatsoever to the premises, and, after such consent has been given, unless agreed upon in writing otherwise, all alterations, improvements and additions made by Lessee upon the demised premises shall remain upon the premises at the expiration of this Lease and become the property of Lessor, unless they can be removed without any damage whatsoever to the premises. It is additionally agreed that Lessee will turn the Leased Premises to a condition ready for school immediately after each use.

3. Lessee's use of the Leased Premises is strictly limited to the hours of 8:00 a.m. until 12:00 p.m. Central Standard Time on each Sunday of each week. Lessee shall have no right to the Leased Premises at any other time during the lease term.

4. Lessee agrees that an Ector County Independent School District Custodian will be required to be on the Leased Premises at any time of Lessee's use of the Leased Premises.

5. Lessee shall not assign this Agreement, nor sublet the whole or any part of the demised premises without the written consent of Lessor.

6. Lessee agrees that they promptly will execute and fulfill all policies, regulations, and rules of the Ector County Independent School District, and all ordinances and regulations of the state, county, city and other governmental agencies applicable to said demised premises, and all ordinances imposed by the Board of Health, Sanitary and Police Departments for the correction, prevention and

abatement of any nuisances caused by Lessee or his agent in or upon or connected with said demised premises during the term of this Lease, at Lessee's sole expense and cost.

7. The losing party especially covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by the prevailing party in enforcing the covenants, agreements, conditions, and terms hereof. Any costs, attorney's fees and expenses that may be payable will be due to either party under this provision and shall be payable in Odessa, Ector County, Texas.

8. Lessee does hereby agree to indemnify, save and hold Lessor harmless for any damages to person or property, including, but not by way of limitation, patrons and trespassers, caused by either the act or omission to act on the part of Lessee, his agents, servants, employees, licensees, visitors or patrons. It shall be presumed that Lessee accepts the premises as suitable for the purposes for which said premises are leased.

9. In the case of material default or any of the covenants hereinabove expressed, Lessor may enforce the performance of this Lease in any mode or method provided by law, and at Lessor's option this Lease may be terminated if such default continues for a period of thirty (30) days after Lessor shall notify Lessee in writing of such default, except that if the material default is that of failure to pay rentals due hereunder, at Lessor's option this Lease may be terminated if such default continues for a period of ten (10) days after Lessor shall notify Lessee in writing of such default, such notice to be sent by Lessor to Lessee by certified mail, return receipt requested, such notice to be sent to Lessee at Grace Point, Malcolm Tyree, 9202 Dublin Avenue, Odessa, Texas 79765, Ector County, Texas and thereupon, (unless the Lessee shall have completely removed or cured said default, or shall have taken substantial affirmative steps to cure or remove the same), then, at the option of Lessor, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term

hereof, and Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove all persons on Lessee's property therefrom without being deemed guilty of any manner of trespass, without prejudice to any remedies for arrears of rent or future rentals or a breach of covenant, or Lessor's agent or attorney may resume possession of the premises and re-let the same for the remainder of the term for the best rent said agent or attorney may reasonably obtain, for and on the account of Lessee, who shall make good any deficiency.

10. Lessee shall at all times during the term of this lease at its own cost and expense procure and continue in force bodily injury liability and property damage liability insurance against liability for injury to or death of any person in connection with the use, operation, or condition of the leased premises. Such insurance shall at all times be in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence for injuries to persons, and not less than One Hundred Thousand Dollars (\$100,000.00) damage to property, and shall name Lessor as an additional insured. Lessee shall furnish Lessor with a copy of such insurance policy and with a certificate of the company issuing such insurance policy certifying the same as being in full force and effect. All such insurance shall be written by good and responsible companies reasonably acceptable to Lessor. If Lessee does not maintain such insurance in full force and effect, then Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within fifteen (15) days after such notice certification showing said insurance to be in full force and effect, Lessor may at its option take out the necessary insurance to comply with the provisions hereof and pay the premiums and Lessee then covenants there upon on demand to reimburse and pay Lessor any amounts so paid or expended in the payment of the insurance premiums required hereby with interest thereon at the rate of ten (10%) percent per annum until the date of such payment by Lessor until repaid by Lessee.

This lease shall be binding on the parties hereto and their heirs, representatives, successors and assigns.

The parties hereto have caused these presents to be executed on the day and year first above written.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Brian J. Moersch,
Assistant Superintendent for Human Resources

"LESSOR"

GRACE POINT CHURCH

By: _____ Date _____
Malcolm Tyree,
Lead Minister

"LESSEE"