# COMMERCIAL LEASE AGREEMENT

- Parties: The North Carolina Conference of the Pentecostal Holiness Church, Inc. (Ministerial and Church Extension Loan Fund) referred to as CONFERENCE, and Restoration of Praise Ministries, referred to as TENANT, agree:
- **Premises:** CONFERENCE hereby leases to TENANT the former Potter's Vessel Church property located at 215 Coates Road, Linden, North Carolina, 28356

Term: This lease (agreement) shall commence on <u>July 14, 2019</u> and be month-to-month, terminating no earlier than March 31, 2020, unless otherwise terminated.

## **Contribution - Late Fees - Security Deposits:**

TENANT shall pay CONFERENCE a monthly payment of <u>\$900.00</u> by the 15<sup>th</sup> of each month. \$25 per day late fee shall be due after the 15<sup>th</sup>. A \$500.00 Security Deposit will be required and will not earn interest. The first month's payment will be prorated to \$522.50 (18 days) and is due prior to TENANT occupying the property.

If the TENANT does not pay the monthly lease payment within <u>30</u> days after it is due, the TENANT may be subject to eviction. The CONFERENCE may also evict the TENANT if the TENANT does not comply with all of the terms of this Lease and for all other causes allowed by law. TENANT shall be held responsible for immediate replacement of any insufficient check. TENANT will also be held responsible for any additional charges incurred by CONFERENCE, due to any returned check.

Utilities & Taxes: CONFERENCE and TENANT agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to TENANT, TENANT shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (TENANT space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, TENANT shall provide CONFERENCE with a copy of any requested TENANT Service Obligation information.

Service Obligation	CONFERENCE	TENANT	Not Applicable
Sewer/Septic		Ø	
Water		Ø	0
Electric		Ø	
Gas		Ŋ	
Telephone		Ø	
HVAC (repairs / maintenance \$750 and less.)		Ø	
HVAC (repairs / maintenance over \$750.)	Ø		
Elevator (including phone line)			Ø
Security System (if applicable)		Ø	
Fiber Optic			R
Janitor/Cleaning		Ø	
Trash/Dumpster		Ø	
Landscaping/Maintenance		Ø	
Sprinkler System (if applicable)		Ø	
Pest Control		Ø	

CONFERENCE shall not be liable for injury to TENANT's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of TENANT, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or fi-om the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by CONFERENCE's gross negligence or willful misconduct. CONFERENCE represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this paragraph 6, CONFERENCE shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and TENANT shall have no right to terminate this Lease or withhold rental because of the same.

Ground Maintenance: TENANT is solely responsible for keeping the leased area clean and safe at all times. TENANT shall be responsible for janitorial services during its use of leased area.

Supplies & Equipment: TENANT will put away all supplies and equipment, and anything that is not stored shall be considered available for use by CONFERENCE for its purposes. At termination of this lease, or in an instance of default, all supplies and equipment left at the site of the leased premises shall belong to the CONFERENCE, with no recourse. Use of CONFERENCE'S equipment and supplies shall only be by prior written consent

Pets: No pets of any type or size are allowed other than certified service animals.

Access: CONFERENCE has the right to inspect the property to determine TENANT'S compliance with the terms of the agreement. CONFERENCE has the right to declare the property closed and unavailable to the TENANT in cases of extreme emergency. No adjustments in contribution shall be made in such instances.

**Rights Reserved:** The CONFERENCE expressly reserves the right to use those portions of the building that are not covered by this lease, at the CONFERENCE's sole discretion.

Property Damage: TENANT shall be responsible for the cost of repair or replacement for any damage done to property, equipment or supplies of the CONFERENCE, if the damage is caused by TENANT, its guests, clients or employees. Repair or replacement shall be completed within a reasonable time or within 20 days of the damage.

Insurance: TENANT agrees to provide general liability insurance coverage, with the CONFERENCE being specifically named as a loss payce. TENANT agrees to supply an updated certificate of insurance as a condition of compliance with this lease term. TENANT agrees that TENANT, and TENANT'S applicable insurance coverage shall be liable for any direct or indirect actions of the TENANT, its clients, its guests, or its employees. TENANT agrees to hold CONFERENCE harmless and to pay any expenses, fees, and legal costs in any action wherein TENANT becomes the subject of legal action, as a result of operating a business that is at lease partially housed in the leased property.

Structure: No structural changes shall be made without CONFERENCE'S prior written approval. TENANT agrees not to encumber the property or any fixtures or possessions on the Premises in any way so as to jeopardize title or possession. This clause applies to landscaping, signs, equipment, displays and supplies as well.

Condition: Upon the expiration of the lease TENANT will return possession of the leased premises in its present condition, reasonable wear and tear. TENANT shall not commit, nor permit waste to the leased Premises.

Purpose: The Premises shall solely be used for TENANT'S purpose.

No Sub-let: TENANT shall not assign, nor sub-let, nor allow any other person or group to occupy the leased premises without CONFERENCE'S prior written consent. No one other than TENANT shall use the premises. CONFERENCE may assign this lease at its sole discretion.

Laws: TENANT shall comply with all building, zoning, criminal, and health codes, plus other applicable laws relating to said leased Premises. TENANT shall be responsible for all costs related to bringing the property into compliance for any licenses or inspections required by TENANT'S use of the property. If CONFERENCE incurs expenses to put the property into compliance, as a result of activity by the TENANT before, during or after TENANT'S possession, costs for such expenses shall be due at the next monthly anniversary of the payment schedule set forth in this lease. Failure to make such payments shall be a default under terms of this lease.

Default: In addition to other instances noted herein, failure to pay contribution or late fees or breach of other lease provisions shall constitute default under this agreement. In the event of any breach of the payment of contribution or any other allowed charge, or any other beach of any of the terms of this Lease, CONFERENCE shall have full rights to terminate this Lease in accordance with state law, and reenter and claim possession of the leased Premises, in addition to such other remedies available to CONFERENCE arising from said breach.

Quiet Enjoyment: CONFERENCE agrees that if you pay the contribution and are not in default under this lease, you may peaceably share and enjoy the premises for the term of the lease.

Binding: Unless otherwise stated, this Lease is binding on all parties who lawfully succeed to the rights to take the place of CONFERENCE or the TENANT

Modification: This is the full agreement between the parties. Exhibits attached hereto are incorporated into this agreement. No other oral or previous written terms apply. It can be changed only by an agreement in writing signed by the parties to the Lease.

#### DATE: June 30, 2019

#### **Bishop Danny Nelson, CONFERENCE**

## Rev. Oris Hubbard, CONFERENCE

## Rev. Jonathan Pipkin (Pastor), TENANT

#### Acknowledgments & Certifications

Upon his or her oath, each person who affixes his or her signature below, hereby certifies and acknowledges that they are the individual who signed this document, that they are acting upon proper authority on behalf of the corporation, limited liability company, limited partnership, partnership, or business identified as TENANT. Each person whose signature is affixed below, on behalf of TENANT, certifies that he or she has been truthful in any representations made herein, and that they are signing as representatives of the business entities identified. Each person who affixes his or her signature below, on behalf of TENANT and/or CONFERENCE, is signing solely on behalf of TENANT and/or CONFERENCE, and not as an individual.

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Date: 06/30/2019 User (L.S.), CONFERENCE signing only on behalf of the North Carolina Conference of the Pentecostal Holiness Church, Inc.

Date: 06/30/2019 Amphade (L.S.), CONFERENCE signing only on behalf of the North Carolina Conference of the Pentecostal Holiness Church, Inc..

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