

EXHIBIT

"A"

REAL ESTATE CONTRACT

Heritage Tail East

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FAITH CULTURE CHURCH, INC., a Texas non-profit corporation (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract 1: A portion of Lot 10, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, estimated to be approximately 3.31 acres in size, and being all of the portion of Lot 10 located to the south of the northern boundary of the platted 100 year flood plain, drainage easement, and public utility easement crossing the property, and as further described on Exhibit "A" attached hereto and incorporated herein ("City Lot"). The final size of the portion of Lot 10 conveyed to Purchaser shall be determined by a boundary survey to be completed prior to closing at the expense of Purchaser;

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("Encroachment Easement");

Tract 3: Easement estate for the purpose of ingress and egress for the benefit of the City Lot, located across a portion of Lot 10, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, and following and containing the alignment of the approximately twelve foot wide paved driveway facility across Lot 10 which is located to the north of the proposed City Lot, and as further described on Exhibit "A" attached hereto and incorporated herein ("City Access Easement"). The final size and

location of the City Access Easement shall be determined by a boundary survey to be completed prior to Closing at the expense of Purchaser;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION ONE HUNDRED FIFTYTHOUSAND and 00/100 Dollars (\$1,150,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Heritage Center Replat. Seller shall provide Purchaser will all reasonably requested assistance, including specifically execution of submission documents as the owner of the Property, which are required for obtaining City of Round Rock approval (but not recording) of a replat of Lots 9 and 10 of Heritage Center in order to create revised lots in the configuration as shown on Exhibit "A". The replat shall also contain and identify the City Access Easement on the Lot to be retained by Seller.

Seller and Purchaser acknowledge that the replat of Heritage Center Lots 9 and 10 as shown on Exhibit "A" will require the participation of the adjacent property owner of Lot 9, who is not a party to this Contract. Seller and Purchaser shall use all best efforts to obtain the assistance of the owner of Lot 9 in completing the replat requirements as set out herein. All applications and efforts required for replat, or description of the underlying property conveyances necessary to unify the ownership required to create the replat, shall be undertaken at the direction and expense of Purchaser, including specifically the survey of any portion(s) of Lot 9.

Additionally, Purchaser shall specifically complete and be responsible for (1) any flood study analysis and documents required by the City of Round Rock for completion of the proposed replat as set out herein, and (2) a tree survey on any portion of the proposed reconfigured Lot 10, including specifically any portion of Lot 9 to be acquired from the adjacent property owner, which is ultimately to be owned by Seller as part of the proposed plat reconfiguration as shown in

Exhibit "A". Any parking, building or other improvement feasibility studies and costs for any proposed improvements upon the proposed reconfigured Lot 10 to be owned by Seller shall be at the sole cost of Seller, and are specifically excluded from Purchaser's obligations or responsibility herein.

The satisfaction of this replat approval requirement shall specifically be a condition precedent to the Closing of this transaction. The approved plat as described herein shall be held in escrow by the Title Company until the time of property transfer Closing and disbursement of funds for all transactions required in order to create the reconfiguration as shown on Exhibit "A", specifically including any transfers by or with the owner of Heritage Center Lot 9. The approved replat document shall then be recorded by the Title Company immediately upon completion of the recording of any documents and property ownership conveyances which are required to create the underlying ownership necessary to complete the new lot configurations as shown in Exhibit "A".

2.04. Leaseback. At Closing the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of \$1,500/month, and for an initial term which shall not exceed twenty-four (24) months, the form and additional terms of which Leaseback Agreement is shown in Exhibit "C" attached hereto and incorporated herein.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before August 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 15 days after the completion of the Heritage Center Replat requirement as set out in Section 2.03 above, or completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the City Lot and conveyance of the Encroachment Easement, and deliver a duly executed and acknowledged Access Easement conveying such interest in and across the City Access Easement, free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporation herein.

The City Access Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) If final metes and bounds descriptions are provided, the boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to Paragraphs 2.03 and 2.04 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, resulting directly from this transaction shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

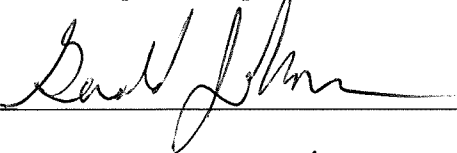
8.10 This Contract shall be effective as of the date it is approved by Purchaser, which date is indicated beneath the signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: 

Address: 3127 Pablo Way

Name: Gerald Johnson

Rowd Rock TX 78664

Its: President / Pastor

Date: 6/11/20

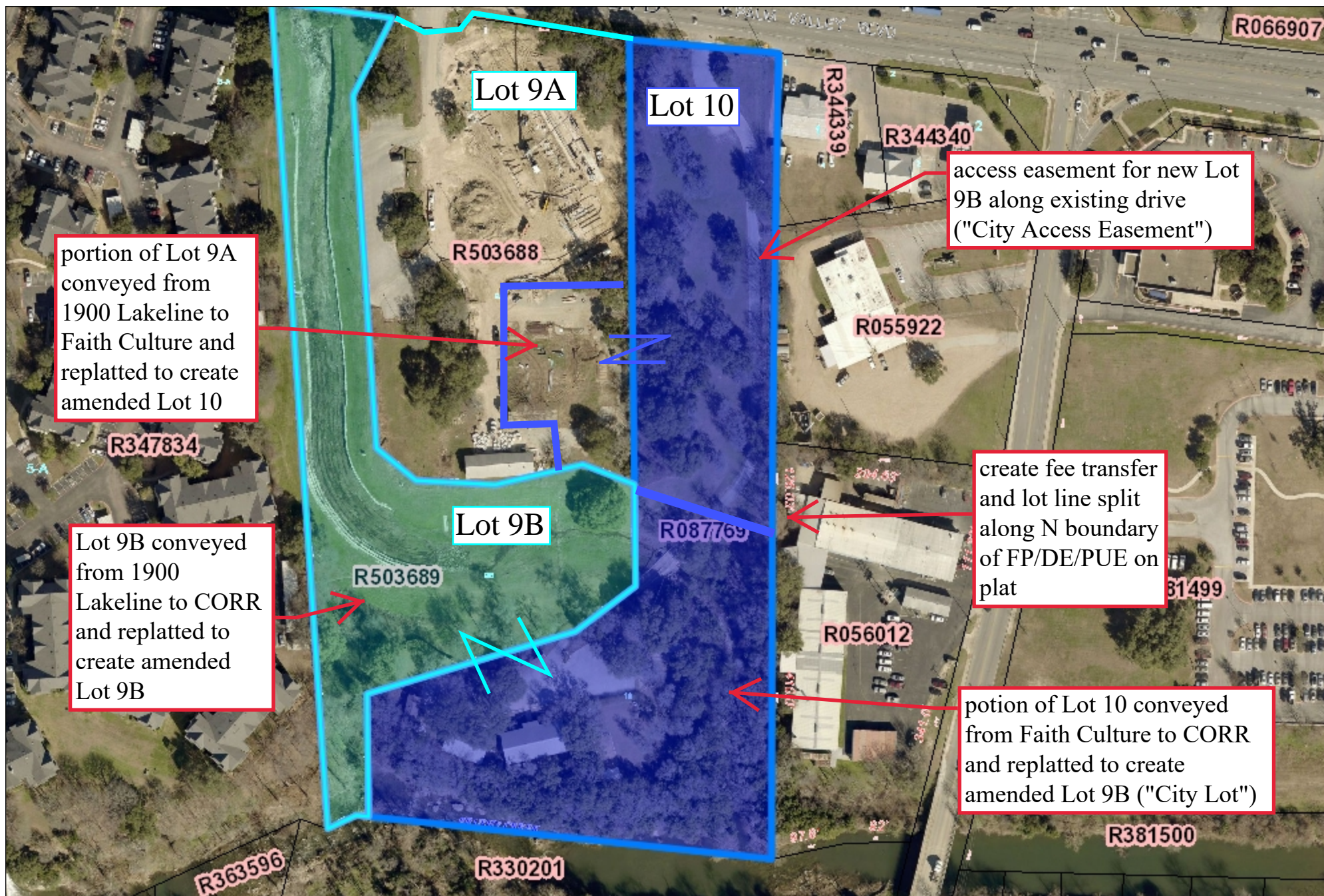
PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____



Heritage Center
Web Print: 05/12/2020

0 188 376
Feet

EXHIBIT "A"

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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EXHIBIT "B"

*SURVEY FOR 488 SQ. FT. ACCESS EASEMENT
THE PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE
DIOCESE OF TEXAS
CITY OF ROUND ROCK
PART OF LOT 9, HERITAGE CENTER
SITUATED IN THE CITY OF ROUND ROCK
PLAT BOOK F, SLIDE 294 PLAT RECORDS
IN WILLIAMSON COUNTY, TEXAS*

SURVEYOR'S DESCRIPTION

ACCESS EASEMENT

BEING 488 square feet area; part of Lot 9 of Heritage Center, a subdivision which is situated in the City of Round Rock, in Williamson County, Texas, according to the plat which is filed in Cabinet F, Slide 294 of the Plat Records of Williamson County, Texas. This parcel was surveyed on the ground in March of 2009, under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a ½ inch iron pin which was found at the upper Southeast corner of said Lot 9, at a bend in the West boundary of Lot 10. This corner exists in the West boundary of the 4.00 acre property which is described in a deed to The Protestant Episcopal Church Council of the Diocese of Texas of record in Vol. 674, Pg. 230, Deed Records, and at the Northeast corner of a 0.03 acre triangle of property which was conveyed to said Church as described in Vol. 965, Pg. 646, Deed Records.

THENCE crossing an existing paved driveway, following the North boundary of the 0.03 acre triangle which was conveyed to the Church (965/646), and following the common boundary between said Lots 9 and 10; S 52°54'42" W 95.58 feet to a ½ inch iron pin which was found at the West corner of the said 0.03 acre parcel.

THENCE with the lower North line of Lot 10 and the upper South line of Lot 9, following the North boundary of the 1.75 acre parcel which was conveyed to the said Church (674/227), (L4) S 73°27'19"W 9.97 feet to a capped 1/2 inch iron pin set.

THENCE along the Northwest margin of an existing paved roadway, which crosses the common boundary between said Lots 9 and 10, setting 1/2 inch capped iron pins as follows; (L5) N 42°27'50"E 24.63 feet; and (L6) N 53°44'32"E 82.18 feet.

THENCE with the common boundary between Lots 9 and 10, and the West boundary of the said 4.00 acre Church tract, (L7) S 00°39'33"E 2.45 feet to the POINT OF BEGINNING.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEY DATE 3-12-2009


WILLIAM F. FOREST, JR. R.P.L.S. 1847



EXHIBIT A

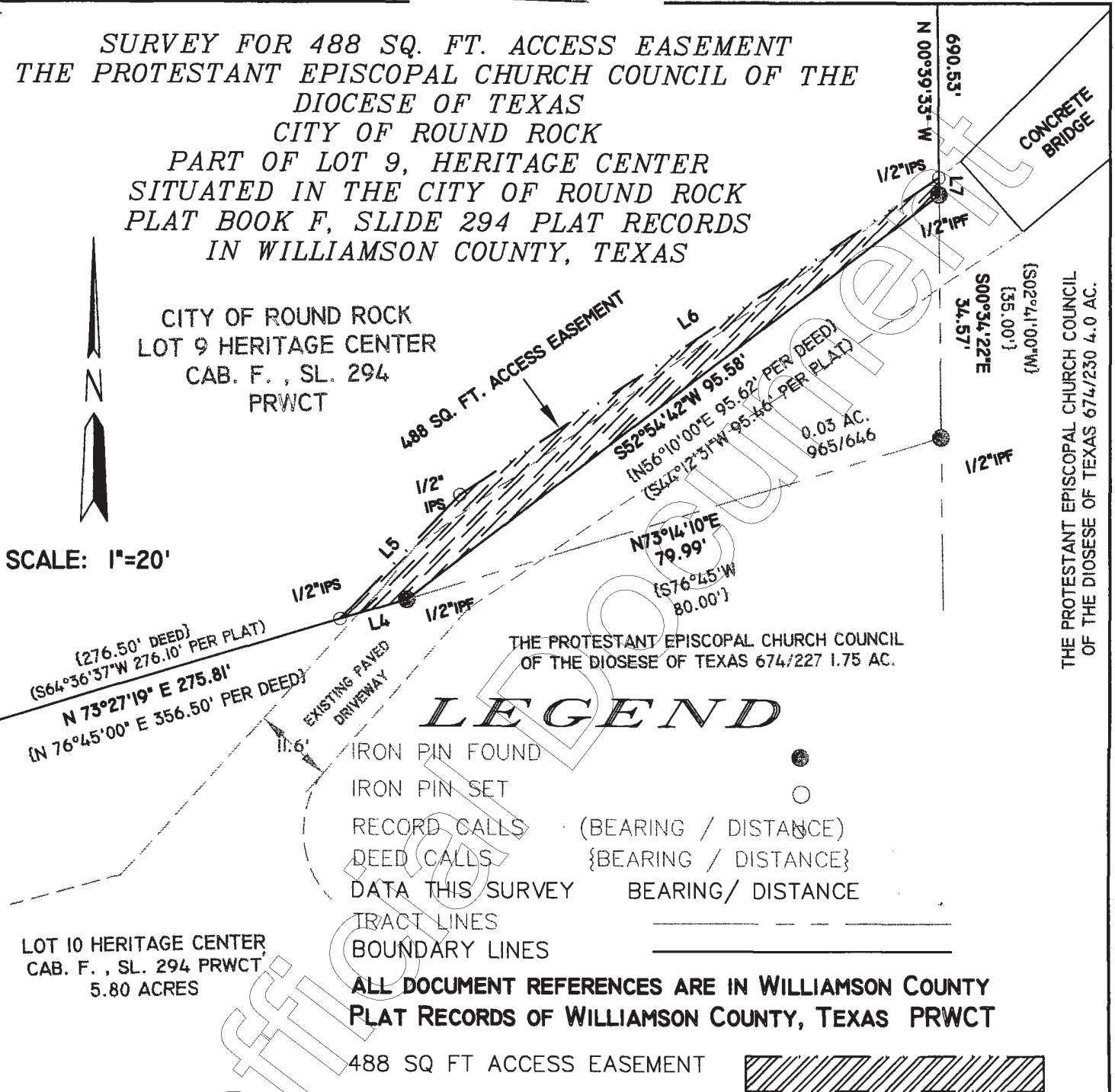
EXHIBIT A

SURVEY FOR 488 SQ. FT. ACCESS EASEMENT THE PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS CITY OF ROUND ROCK PART OF LOT 9, HERITAGE CENTER SITUATED IN THE CITY OF ROUND ROCK PLAT BOOK F, SLIDE 294 PLAT RECORDS IN WILLIAMSON COUNTY, TEXAS

CITY OF ROUND ROCK
LOT 9 HERITAGE CENTER
CAB. F., SL. 294
PRWCT



SCALE: 1"=20'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°24'23"E	30.09
L2	N43°45'40"W	5.79
L3	S08°19'27"W	26.18
L4	S73°27'19"W	9.97
L5	N42°27'50"E	24.63
L6	N53°44'32"E	82.18
L7	S00°39'33"E	2.45

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER
MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

SURVEY DATE 3-12-2009.

WILLIAM F. FOREST, JR. R.P.L.S. 1847



EXHIBIT "C"

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the **City of Round Rock, Texas**, hereafter called "Lessor" or "Landlord", and **Faith Culture Church, Inc.**, hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, exclusive use of the following described commercial property space, subject only to Landlord's retained use of the Property by its staff, agents and consultants for investigation, testing, or other related activities in connection with future development of Landlord's proposed park/trail uses or additional improvements on the Premises, with at least forty-eight (48) hours advance notice to Tenant and which activities shall not otherwise unreasonably interfere with the Tenant's authorized leasehold uses specified herein,:

Tract 1: All of Lot _____, Heritage Center Replat, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet _____, Slides _____, Plat Records of Williamson County, Texas, and as Document No. _____ of the Official Public Records of Williamson County, Texas; and

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records

of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

(collectively the "Leased Premises").

1. TERMS OF LEASE.

A. **Lease Term.** The initial term of this Lease shall be a period of twenty-four (24) months, commencing on _____ ("Commencement Date"), and ending at midnight on _____ (the "Termination Date").

2. RENTAL.

A. **Rental for Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as rent for the Leased Premises, at: City of Round Rock Finance Department, ATTN: Erica Solis, 221 East Main Street, Round Rock, Texas 78664 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. **Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect

late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Landlord. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises,

provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

- 1. Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. Adjustment to Taxes; Contest of Taxes:

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE,

OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

- B. Insurance.** Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount of at least **ASK CHURCH FOR CURRENT POLICY LIMITS (\$)**, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured.

Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of religious worship, meeting, teaching and related activities, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no

business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall perform routine maintenance to keep the fixtures in the building structures or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's agent or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in

maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

E. Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof repairs required to allow reasonable uses as identified above, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold**

Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“accessibility alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord’s contractors after receiving a written request from Tenant.**

J. SMOKE DETECTORS. The Texas Property Code requires that the Premises be

equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

J. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or

children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have no obligation to render the Leased Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a

casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. Other than the limitation for casualty or disaster loss as set out in Paragraph 9.A. above, Landlord shall make all repairs to the structural and roofing components of the building improvements on the Premises which may reasonably be required to allow continuation of the permitted uses as identified herein, and which are required to keep the Premises in as substantially similar good and commercially functional condition as existed upon entry, reasonable wear and tear excepted.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts

paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this

Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease.

15. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS IS, WHERE IS”** CONDITION AND BASIS **“WITH ALL FAULTS”**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation,

this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the City of Round Rock (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Round Rock City Council/City Manager and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

City of Round Rock Facilities
Attn: Corey Amidon
Address: 212 Commerce Blvd.
Round Rock, Texas
Phone: 512.516.9953
After Hours Phone:
Fax: 512.218.5576
Email: camidon@roundrocktexas.gov

18. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: City of Round Rock City Manager (or successor)
221 E. Main Street
Round Rock, Texas 78664

LESSEE: Pastor Gerald Johnson
Faith Culture Church
655 Palm Valley Blvd. E
Round Rock, Texas 78664
512.765.3969
pgj@faithculturechurch.org

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

20. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable

any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

23. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

26. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased

Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

[signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

LESSEE:

FAITH CULTURE CHURCH, INC.

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

1. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

2. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

4. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

5. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

6. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

7. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

8. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

9. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

10. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

11. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

12. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

13. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

14. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

EXHIBIT "D"

DEED

Heritage Trail East

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That FAITH CULTURE CHURCH, INC., a Texas non-profit corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Tract 1: All of that certain _____ acre (_____ SF) tract of land being a portion of Lot 10, Heritage Center, an addition to the City of Round Rock, Williamson County, Texas, according to the map or plat recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas; said tract being more specifically described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; and

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "E"

INGRESS AND EGRESS ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON §

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and to finalize the provisions of the Real Estate Contract between the parties hereto, the undersigned do hereby agree as follows:

1. Grant of Easement: FAITH CULTURE CHURCH, INC., ("Grantor") hereby GRANTS, BARGAINS, SELLS and CONVEYS to the CITY OF ROUND ROCK, TEXAS ("Grantee"), and its successors, assigns, lenders, and other in privity with them, a non-exclusive twenty-five (25) foot wide access easement for pedestrian and vehicular ingress and egress over and across a portion of Lot ____, ____ SUBDIVISION, a subdivision in the City of Round Rock, Williamson County, Texas according to the map or plat thereof recorded in Cabinet ____, Slide ____, Plat Records of Williamson County, Texas ("Grantor's Land"), in the location as described in further detail by metes and bounds in Exhibit "A" hereto (hereinafter referred to as the "Easement") under the following terms and conditions:

(a) Purpose. The purpose of the Easement shall be for uninterrupted ingress, egress and access over and across the Easement, including use of the existing paved driveway facility on Grantor's Land, and the construction, installation, operation, maintenance, repair, relocation and removal of roadways, driveways, entranceways and related improvements to service or otherwise benefit Lot ____, ____ SUBDIVISION, a subdivision in the City of Round Rock, Williamson County, Texas according to the map or plat thereof recorded in Cabinet ____, Slide ____, Plat Records of Williamson County, Texas (hereinafter referred to as "Grantee's Land"), which land has been sold to Grantee. Grantee shall have the right, but not the obligation, to make any improvements to the existing access drive.

(b) Use of Easement. This Easement shall inure to the benefit of Grantee's Land, together with their invitees, licensees, mortgagees and tenants, and members of the general public using any park or other public use facilities on the Grantee's Land (but only so long as they remain the invitees, licensees, mortgagees and tenants of such owner or owners with respect to Grantee's Land). Without limiting the generality of the foregoing, the Easement granted herein shall and does hereby create in Grantee and all future owner or owners or tenants of Grantee's Land or any portion thereof, their respective heirs, legal representatives, successors, assigns, invitees, licensees, mortgagees and tenants, the free and uninterrupted use, liberty, privilege, enjoyment and easement at any time of passing across, upon and over the Easement property for the purposes specified above. Grantee and its tenants, invitees and assigns shall have the right to pave, improve, maintain and otherwise enjoy such Easement.

(c) Maintenance and Repair. The parties agree that the owners of Grantee's Land shall cause any paved access facilities located within the Easement to be maintained in a safe and useable condition, or to the standard as otherwise required by any applicable governing agency or body regulating the property where the Easement is located, for the purposes identified herein. The cost and expense of constructing, repairing and/or maintaining any authorized access improvements within the Easement shall be the sole responsibility of Grantee, and any decision as to the timing and extent of maintenance, construction or repair shall be at the sole discretion of Grantee.

(d) Compliance with Governmental Regulations. It is intended that the scope of this Easement shall be sufficient to enable Grantee to comply with all requirements of any applicable city or other governing body which either regulates or is otherwise involved with the intended use, and shall be construed to grant unto Grantee such additional rights and privileges as may be necessary to comply with such requirements.

2. Binding Effect. The grants and the obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners and mortgagees (and other parties identified herein for whose benefit the same are intended), and their respective heirs, legal representatives, successors and assigns.

3. Amendment or Modification. This Agreement may be amended or modified only by an instrument in writing executed by the then record owners of Grantor's Land and Grantee's Land, with the joinder of all mortgagees with respect to Grantor's Land, or any part or parts thereof, to evidence the consent of such mortgagees to such amendment or modification.

EXECUTED this ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of Texas

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of Texas

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____