

BUILD TO SUIT LEASE
BETWEEN

St. Johns Lutheran Church, a Georgia nonprofit corporation
("St. John's")

AND

Southeastern Synod of the Evangelical Lutheran Church in America (Inc.), a North
Carolina nonprofit corporation
("Synod")

Location: 1410 Ponce de Leon Avenue, NE, Atlanta, Georgia 30307

BUILD TO SUIT LEASE

This Build to Suit Lease (“**Lease**”) dated as of the Commencement Date (defined below) is by and between **St. John’s Lutheran Church**, a Georgia nonprofit corporation (“**St. John’s**”), and **Southeastern Synod of the Evangelical Lutheran Church in America (Inc.)**, a North Carolina nonprofit corporation (the “**Synod**”).

1. FUNDAMENTAL TERMS AND EXHIBITS.

1.1. Fundamental Terms. The following is a summary schedule of certain fundamental terms of this Lease:

1.1.1. St. John’s:

St. John’s Lutheran Church
1410 Ponce de Leon Avenue, NE
Atlanta, Georgia 30307
Attn: Senior Pastor

with a copy to:

Paul H. Arne, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
2243 Peachtree Road, N.E.
Atlanta, Georgia 30326

Synod:

Southeastern Synod of the Evangelical Lutheran Church in America
(Inc.)
1410 Ponce de Leon Avenue, NE
Atlanta, Georgia 30307
Attn: Bishop

with a copy to:

Dr. Sandra G. Gustavson
865 Carriage Lake Drive
Lawrenceville, GA 30046

1.1.2. Premises. Approximately 1,153 square feet of space located on the second floor of the building (the “**Building**”; without limiting or expanding the foregoing, the Building includes the sanctuary located in the building) located at 1410 Ponce de Leon Avenue, NE, Atlanta, Georgia 30307 (the “**Property**”), which Premises are outlined and identified as Room

Numbers 210-216 (together with the closet space on the Room Number 218) on the floor plan(s) attached hereto as **Exhibit B** (the “Premises”).

1.1.3. Commencement Date. February 1, 2019.

1.1.4. Rent. Commencing on the Commencement Date (as defined below) and continuing through the expiration or earlier termination of the Term, the Synod shall pay all Rent, subject to adjustments, as set forth on **Schedule 2** attached hereto and by this reference incorporated herein.

1.1.5. Initial Term. From the Commencement Date through January 31, 2031.

1.1.6. Term. The Initial Term, any Extension(s) and any other extension of the term of the Lease.

1.1.7. Synod’s Use. The Premises may be used and occupied as general office space and for other activities related thereto, including conferences and workshops with employees and non-employees of the Synod (“Synod’s Use”) and for no other uses.

1.1.8. Punch-list. Punch-list shall mean a list of minor corrective items that do not materially interfere with the Synod’s use of the Premises, as described on **Exhibit C**.

1.1.9. The “**Project**” is comprised of the Building, the Building’s parking facilities, any walkways, driveways, roads other means of access to the Building and the Building’s parking facilities, all common areas designated for the general use of all occupants of the Building, including, but not limited to any, lobbies, plazas, elevators, restrooms and any other improvements or landscaping serving the Building.

1.1.10. “**Execution Date**” means the last date that this Lease was signed by a party, as set forth on the signature pages of this Lease.

1.2. Certain Defined Terms.

1.2.1. “**Room Number**” means the rooms so designated on **Exhibit B**.

1.3. Exhibits. The following exhibits (each, an “**Exhibit**”) are attached hereto and, by this reference, incorporated herein:

Exhibit A	<u>Legal Description of the Property</u>
Exhibit B	<u>Floor Plan of the Premises</u>
Exhibit C	<u>Punch-List</u>
Exhibit D	<u>Form of Subordination, Nondisturbance and Attornment Agreement</u>

1.4. Schedules. The following Schedules (each, a “Schedule”) are attached hereto

and, by this reference, incorporated herein:

Schedule 1	Additional Synod Funding
Schedule 2	Rent

2. **LEASE OF PREMISES.**

2.1. Premises. In consideration of the mutual covenants contained herein, St. John’s hereby leases to the Synod and the Synod hereby leases from St. John’s the Premises described in **Section 1.1.2.**

2.2. Common Areas. The Synod shall have the right to use the common areas of the Project in common with any other occupants of the Building and subject to the terms of this Lease.

2.2.1. Room Numbers 218 and 205. In addition to the Premises, the parties shall share the use of Room Numbers 218 and 205. Unless otherwise, agreed, the Synod will be responsible to schedule access to Room Number 218, and St. John’s will be responsible to schedule access to Room 205. Each party agrees to make available such rooms for general use when they are not otherwise scheduled or occupied. St. John’s acknowledges that the Synod intends to make improvements to Room Number 205 at the Synod’s sole cost and expense, subject to St. John’s review and approval, which approval will not be unreasonably withheld, delayed or denied.

2.2.2. Other Rooms in the Building. The Synod may use the other rooms in the Property, which rooms include the room in the main floor of the Building known as the “Great Hall,” upon request and at the approval of St. John’s. St. John’s will be responsible to schedule access to the other rooms.

3. **LEASE COMMENCEMENT.** The Initial Term shall commence on the Commencement Date. To the Synod’s actual knowledge, St. John’s has performed all of its obligations with respect to the Property, except those punch-list items set forth on **Exhibit C**, and subject to any warranty claims or any latent defect claims or any violations as set forth in **Section 30.1.4** of this Lease. Subject to the foregoing, the Synod has accepted the Premises and the Property. The failure to include any items in this Section does not alter the obligations of St. John’s in accordance with this Lease. Notwithstanding anything to the contrary contained in this Lease, the Synod shall (a) indemnify and hold harmless St. John’s from any damages, claims or actions (other than those caused by the gross negligence or willful misconduct of St. John’s) arising from or in connection with the Synod’s entry onto the Project or the Premises prior to the Commencement Date and (b) provide evidence to St. John’s that the Synod has obtained the liability insurance required pursuant to the terms of this Lease prior to accessing the Project or Premises. The obligation to pay Rent and other sums due under this Lease shall not begin until the Commencement Date. Notwithstanding anything to the contrary contained in this Lease, all obligations of the Synod under this Lease shall be in full force and effect as of the date that the Synod begins to take occupancy of the Premises (other than the payment of Rent, which obligation shall commence on the Commencement Date).

3.1. St. John's Termination Option. Notwithstanding anything in the Lease to the contrary, St. John's shall have the right (but not the obligation) to terminate this Lease in the event that St. John's elects to sell the Property ("**St. John's Termination Option**") by delivering to the Synod written notice of St. John's exercise of St. John's Termination Option (the "**Termination Notice**"). This Lease shall terminate effective as of the date specified in the Termination Notice, provided that such date shall be at least six (6) months after St. John's delivery to the Synod of the Termination Notice (the "**Termination Date**"), and the Synod shall surrender the Premises to St. John's on or before the Termination Date in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted, at which time this Lease shall terminate and neither party shall have any rights or obligations hereunder except those that expressly survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, in the event St. John's elects to sell the Property but does not elect to exercise the St. John's Termination Option, this Lease shall remain in full force and effect and St. John's shall provide the Synod space that is comparable to the Premises in another building purchased or leased by St. John's. If the Lease is terminated in accordance with this Section during the Initial Term, on the closing date of the sale of the Property as described in this Section, St. John's shall pay to the Synod the Pro Rata Return (as described in **Section 3 of Schedule 1**).

4. INTENTIONALLY DELETED.

5. RENT. The Synod shall pay to St. John's Rent in the amount set forth in **Section 1.1.4**. The Synod shall pay the Rent for each calendar month on or before the first day of each and every calendar month during the Term.

5.1. Delinquent Payment; Handling Charges. All payments required of the Synod hereunder and not paid within ten (10) days after written notice to the Synod that the same was not paid on the due date shall bear interest from the date due until paid at twelve percent (12%) per annum (the "**Interest Rate**"); additionally, St. John's, in addition to all other rights and remedies available to it, with respect to such late payments, may charge the Synod a fee equal to two hundred fifty dollars (\$250.00) to reimburse St. John's for its cost and inconvenience incurred as a consequence of the Synod's delinquency, provided that St. John's shall not be required to give more than two (2) such notices in any twelve-month period prior to imposing any such interest or late charge. In no event, however, shall the charges permitted under this **Section 5.1** or elsewhere in this Lease, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

5.2. Synod Funding Generally. The parties acknowledge that the Premises have been substantially renovated, using funds from a capital campaign of the Synod, other monies from the Synod and related organizations, monies from St. John's, and additional debt incurred by St. John's. The rights and obligations of the parties related to these funds are more particularly set forth in **Schedule 1**, attached and incorporated herein. The amounts payable by the Synod as provided in **Schedule 1** are additional payments to St. John's but are not to set off against Rent.

5.3. Additional Charges. In addition to the Rent, (a) the Synod will also pay and discharge as and when due and payable all other amounts, liabilities and obligations that the

Synod is required to pay under this Lease, and (b) in the event of any failure on the part of Synod to pay any of those items referred to in clause (a) above, the Synod will also promptly pay and discharge every fine, penalty, interest and cost that may be added for non-payment or late payment of such items (the items referred to in clauses (a) and (b) above being additional rent hereunder and being referred to herein collectively as the “**Additional Charges**”), and St. John’s will have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of non-payment of the Additional Charges as in the case of non-payment of the Rent.

5.4. Insurance Premiums. The Synod will pay or cause to be paid all premiums for the insurance coverage required to be maintained by the Synod pursuant to **Section 9** hereof.

6. **INTENTIONALLY DELETED.**

7. **SUBORDINATION, NONDISTURBANCE AND ATTORNMENT.**

7.1. Subordination. This Lease shall be subject to and subordinate at all times to the lien of any mortgage, deed of trust or ground lease now made or to be made on the Property, and to all advances made or to be made under these documents, this subordination provision being self-operative and no further instrument of subordination being required; provided, however, St. John’s shall use commercially reasonable efforts to obtain an SNDA (as defined below) from any future St. John’s mortgagee in a form reasonably acceptable to the Synod and each such St. John’s mortgagee, as a condition to the Synod’s obligation to subordinate this Lease to such future mortgage. Subject to the provisions hereof, and provided the Synod has received an SNDA, this Lease, and all rights of the Synod hereunder, shall be subordinate to the priority of the lien of any mortgage that now or hereafter covers all or any part of the Property. Any St. John’s mortgagee may elect, at any time, unilaterally, to make this Lease superior to its mortgage or other interest in the Property by so notifying the Synod in writing and the Synod shall execute and deliver any reasonable instrument effecting the subordination of a mortgage to this Lease. The Synod shall execute and return to St. John’s (or such other party designated by St. John’s), within twenty (20) days after written request therefor, a subordination, non-disturbance and attornment agreement substantially similar to the form attached hereto as **EXHIBIT D** (“SNDA”) or otherwise in a commercially reasonable form acceptable to the Synod and St. John’s mortgagee. St. John’s shall use commercially reasonable efforts to obtain and, within a reasonable time, deliver to the Synod a fully executed SNDA from St. John’s mortgagee and every holder of a senior lease or interest or estate. St. John’s failure to obtain any SNDA shall not constitute a default hereunder or prohibit the mortgaging of the Property.

7.2. Attornment. Provided that this Lease has not been terminated and remains in full force and effect, the Synod shall attorn to any party succeeding to St. John’s interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party’s request, and shall execute such agreements (in form and substance reasonably acceptable to the Synod) confirming such attornment as such party may reasonably request; provided, that such attornment shall be conditioned upon the agreement by the successor to St. John’s interest not to disturb the Synod’s rights under this Lease absent a Default (as defined in **Section 21.1** below) and the Synod’s receipt of a fully executed SNDA.

8. REAL ESTATE TAXES; UTILITIES.

8.1. Real Estate Taxes. “Real Estate Taxes” shall mean all real estate taxes and assessments lawfully imposed on the Premises or Property; provided, however, nothing herein contained shall require the Synod to pay corporation, franchise, income, estate, gift and inheritance taxes or charges imposed on Rent or other similar taxes, charges or impositions which may be levied or assessed against St. John’s, any fee owner, or their successor in title.

8.2. Payment of Real Estate Taxes. St. John’s shall pay all Real Estate Taxes directly to the taxing authority no later than the date on which such Real Estate Taxes become delinquent.

8.3. Utilities. St. John’s shall cause utilities to be available at the Premises and shall pay all charges, fees, penalties and deposits associated with for water, gas, heat, electricity and all other utilities servicing the Premises directly to the utility providers as and when due during the Term.

9. INSURANCE.

9.1. Personal Property Coverage. Throughout the Term, the Synod, at the Synod’s sole cost and expense, shall maintain in full force and effect policies of insurance covering the Synod’s personal property, trade fixtures and equipment located in the Premises for the replacement cost thereof, insuring against physical loss or damage generally included in the classification of “all risk” coverage.

9.2. Liability Coverage. Throughout the Term, the Synod, at the Synod’s sole cost and expense, shall maintain in full force and effect policies providing insurance covering liability arising out of the Synod’s use or occupancy of the Premises, with limits of not less than \$1,000,000.00 per occurrence and a general aggregate limit of \$3,000,000.00 and excess umbrella liability coverage in an amount not less than \$5,000,000.00.

9.3. Workers’ Compensation. Throughout the Term, the Synod, at the Synod’s sole cost and expense, shall maintain in full force and effect policies providing workers’ compensation insurance in form and amounts as required by law.

9.4. St. John’s Liability Coverage. Throughout the Term, St. John’s, at St. John’s sole cost and expense, shall maintain in full force and effect policies providing insurance covering liability arising out of the use, occupancy or maintenance of the Premises, with limits of not less than \$1,000,000.00 per occurrence and a general aggregate limit of \$3,000,000.00 combined single limit for bodily injury or death, including personal injury, and with respect to damage to the property of others, including legal liability arising out of any one occurrence, and which policy shall contain contractual liability coverage.

9.5. St. John’s Improvements Coverage. During the Term, St. John’s, at St. John’s sole cost and expense, shall maintain in full force and effect policies of insurance covering the Improvements on the Premises for the replacement cost thereof, insuring against physical loss or damage generally included in the classification of “all risk” coverage.

9.6. General Terms. Each party shall name the other party as an additional insured on liability policies and the Synod shall name St. John's and any mortgagee of St. John's as loss payee or mortgagee as their respective interests may appear on the "all risk" policy. All policies shall be with companies rated A- VII in the most current issue of Best's Key Rating Guide. Each party shall furnish the other party with certificates of all policies at least ten (10) days prior to the Synod's occupancy of the Premises and shall provide a renewal certificate to the other party as soon as practical prior to the expiration of any required coverage; and, further, each party shall notify the other party in the event of a material change or cancellation of coverage provided thereby. St. John's and the Synod shall give at least fifteen (15) days prior notice to the other party prior to any cancellation, except not less than ten (10) days' notice shall be provided prior to cancellation for a failure to pay premiums. All policies shall be primary and non-contributing with or in excess of any required insurance. The policies of liability insurance may be carried under blanket policies.

9.7. Waiver. St. John's and the Synod shall look exclusively to the proceeds of property insurance carried by it or for its benefit in the event of any damage or destruction to its property located in the Premises to the extent of insured claims or if a party is in breach of its insurance obligations hereunder, claims that would have been insured in the absence of such breach. Notwithstanding anything to the contrary contained herein, St. John's and the Synod hereby waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the Premises or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an "all risk" policy in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees, unless caused by the gross negligence or willful misconduct of the other party. No insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against the Synod or St. John's by virtue of a claim of loss paid under any such insurance policies, whether such insurer's claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this **Section 9.7** shall not operate to the extent that they would void coverage under the provisions of any policy of insurance, provided that the Synod shall use commercially reasonable efforts to obtain a waiver of subrogation endorsement in its policies of property insurance. Nothing in this **Section 9.7** shall be construed to limit the indemnities contained in **Sections 26** and **28**.

10. QUIET ENJOYMENT. St. John's covenants that so long as the Synod fulfills the material conditions and covenants required of it to be performed hereunder, the Synod will have peaceful and quiet possession of the Premises.

11. INTENTIONALLY DELETED.

12. ST. JOHN'S MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS.

12.1. Maintenance, Repairs and Replacements. St. John's shall maintain and make all necessary repairs and replacements to the Structural Portions of the Building as well as the plumbing, pipes, wires, heating ventilation and air conditioning systems and equipment serving the Premises as reasonably required. Such repairs and replacements shall be made at St. John's

sole cost, except to the extent such repair or replacement is required as a result of the acts or omissions of the Synod, its agents, employees or contractors. In making such repairs and replacements, St. John's shall use commercially reasonable efforts to minimize the disruption or inconvenience to the Synod's use of the Premises, including, without limitation, commercially reasonable efforts to minimize the generation of noise or dirt or similar activities which unreasonably interfere with the conduct of the Synod's business at the Premises. The Synod shall not be entitled to an abatement or diminution of Rent during any period of such repairs or replacements. For purposes hereof, the "**Structural Portions of the Building**" means the footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, the structural columns and beams of the Building, and structural portions of the roof and the roof membrane but expressly excluding, without limitation, non-structural slabs, glass and doors in the structural portions of load-bearing walls, and the non-structural portions of the roof. The Synod shall promptly report in writing to St. John's any defective condition in the Structural Portions of the Building which St. John's is required to repair, and failure to so report such defects shall (i) excuse any delay by St. John's in commencing and completing such repair and (ii) make the Synod responsible for all loss, cost, or expense which would not have been incurred if the Synod had promptly reported same. All such repairs, maintenance and replacement performed by St. John's shall be done in a good and workmanlike manner.

12.2. St. John's Provided Services. In addition to those obligations set forth in **Section 12.1** above, St. John's shall: (a) provide regular janitorial services to the Premises (up to one hour per day, five days per week); (b) electricity, (c) HVAC service, (d) alarm system, (e) water and sewer, (f) pest control, and (h) garbage collection. St. John's is not responsible for providing access to the internet or telephone service. St. John's reserves the right to enter the Premises at reasonable times in order to provide the Synod those services as set forth in this **Section 12.2**.

12.3. Access for Maintenance, Repairs and Replacements. Except in the event of an emergency, in which case, no advance notice shall be required, St. John's reserves the right to enter the Premises, after two (2) business days' written notice to the Synod, upon reasonable terms and conditions imposed by the Synod, to make the repairs and replacements required of St. John's under this Lease. Any such entry by St. John's shall be done with as little inconvenience as possible to the Synod and its operations at the Premises and all such repairs will be done in a good, workmanlike manner, free from any mechanic's lien claims, as promptly as possible and at a time and on a schedule which is acceptable to the Synod. Except in the event of an emergency, all such maintenance, repairs and replacements shall be performed after the Synod's regular business hours. Notwithstanding anything to the contrary contained herein, the Synod shall use commercially reasonable efforts to provide St. John's with access to the Premises both after hours and on weekends for the purposes of St. John's performing its maintenance obligations in this **Section 12**.

13. TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS. Except to the extent of St. John's obligations in **Section 12**, during the Term, the Synod shall repair and maintain the Premises in good order and condition at the Synod's cost, reasonable wear and tear excepted.

14. INTENTIONALLY DELETED.

15. **DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS; CONDEMNATION.**

15.1. Casualty.

15.1.1. Total or Partial. In case of partial damage to the Premises by fire or other casualty insured against by St. John's, the Synod shall give immediate notice thereof to St. John's, who shall thereupon cause damage to all property owned by it to be repaired with reasonable speed at the expense of St. John's, to the extent of insurance proceeds actually received by St. John's, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of St. John's and/or the Synod, and for reasonable delay on account of "labor troubles" or any other cause beyond St. John's control, and to the extent that the Premises are rendered untenable the rent shall proportionately abate from the date of such casualty. In the event the damage shall be so extensive to the whole Premises as to render it uneconomical, in St. John's sole opinion, to restore for its present uses and St. John's shall decide not to repair or rebuild the Premises, this Lease, at the option of St. John's, and upon St. John's providing written notice to the Synod within sixty (60) days of the casualty, shall be terminated and the rent shall, in such event, be paid to or adjusted as of the date of such damage, and the terms of this Lease shall expire by lapse of time and conditional limitation upon the third day after such notice is mailed, and the Synod shall thereupon vacate the Premises and surrender the same to St. John's, but no such termination shall release the Synod from any liability to St. John's arising from such damage or from any breach of the obligations imposed on the Synod hereunder, or from any obligations accrued hereunder prior to such termination. Notwithstanding anything to the contrary, in the event St. John's terminates this Lease pursuant to this **Section 15**, such termination shall not release St. John's from any of its obligations under this Lease or any liability to the Synod hereunder that accrued prior to such termination. If the Lease is terminated in accordance with this Section during the Initial Term, on the effective date of termination, or as soon as reasonably practicable after the effective date of termination, St. John's shall pay to the Synod the Pro Rata Return (as described in **Section 3 of Schedule 1**).

15.1.2. General; Synod's Right to Terminate. In addition, in the event that St. John's fails to provide reasonable alternative space in lieu of the Premises within a reasonable period of time after casualty damage to the Premises set forth in **Section 15.1.1**, and one or more of the following occur: (a) St. John's fails to notify the Synod of the estimated time to complete the restoration within sixty (60) days after the casualty, (b) St. John's estimates that its repairs will take more than one hundred eighty (180) days for any areas of the Premises, or (c) the Synod is actually deprived of the use of all or any substantial portion of the Premises for a period in excess of one hundred eighty (180) days, the Synod shall have the right, by written notice to St. John's to terminate the Lease as of the date of the casualty, provided that the Synod gives its notice within forty-five (45) days after the date of the casualty in the case of subparagraph (a) above, within thirty (30) days after receipt of St. John's notice of the estimated time to complete the restoration or repair in the case of subparagraph (b) above, or within thirty (30) days after failing to meet the deadline set forth in subparagraph (c) above. If the Lease is terminated in accordance with this Section during the Initial Term, on the effective date of termination, or as soon as reasonably practicable after the effective date of termination, St. John's shall pay to the Synod the Pro Rata Return (as described in **Section 3 of Schedule 1**).

15.2. Condemnation. If the whole or more than fifteen percent (15%) of the floor area of the Premises shall be taken or condemned by eminent domain for any public or quasi-public use or purpose, and either party shall elect, by giving written notice to the other not more than sixty (60) days after the date on which title shall vest in such condemnation proceeding, to terminate this Lease, then, the Term shall cease and terminate as of the date of title vesting. If St. John's provides reasonable alternative space in lieu of the Premises within a reasonable period of time after the date of taking or condemnation, then the Synod may not terminate this Lease in accordance with this Section. If this Lease is terminated in accordance with this Section, then within a reasonable time after payment to St. John's for the taking or condemnation, St. John's shall pay to the Synod lesser of the Pro Rata Return (as described in **Section 3 of Schedule 1**) or the amount of the condemnation proceeds attributable to the Premises. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of St. John's, and the Synod hereby assigns to St. John's all its right, title and interest in and to any such award, except that the Synod shall be entitled to claim, prove and receive in the proceedings such awards as may be allowed for moving expenses, loss of profit and fixtures and other equipment installed by it which shall not, under the terms of this Lease, be or become the property of St. John's at the termination hereof, but only if such awards shall be made by the condemnation, court or other authority in addition to, and be stated separately from, the award made by it for the Premises or part thereof so taken. In the event that this Lease is not terminated pursuant to this **Section 15.2** following any such taking or condemnation, St. John's shall promptly restore or repair the Premises such that the Premises shall be an architectural whole and the Rent payable hereunder shall be proportionately abated until such restoration and repairs are completed.

16. LIENS; SUBORDINATION TO MORTGAGES. St. John's and the Synod each covenant with the other not to permit any judgment, attachment or lien to be filed against the Property except for any liens permitted pursuant to this **Section 16**. Notwithstanding anything contained herein to the contrary, St. John's or the Synod shall have the right to contest the validity or amount of any lien by posting reasonable security required by applicable laws, and if no such security is required by applicable laws, with the other party to this Lease until such dispute has been resolved. Further, notwithstanding anything contained herein to the contrary, St. John's shall have the right to mortgage its interest in the Property at any time. Provided, that any future lender first executes the SNDA with respect to the lien of any future security deed or mortgage, then this Lease, at St. John's option, shall be subordinate to the lien of any trust deed or mortgage placed upon the Property, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

17. TENANT'S PROPERTY AND WAIVER OF LANDLORD'S LIEN.

17.1. Synod's Property. Any personal property, machinery, equipment, computers, televisions, furniture, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors, cabinetry, and other movable trade fixtures installed in or on the Premises (or Room 205) by or on behalf of the Synod and not paid for by St. John's (collectively, "**Synod's Property**"), shall remain the property of the Synod. St. John's agrees that the Synod shall have the right, at any time or from time to time, to remove any and all of the Synod's Property. The Synod, at its expense, shall promptly repair any material damage occasioned by the removal of the Synod's Property. The Synod shall pay before delinquency all taxes, assessments, license fees and

public charges levied, assessed or imposed upon its business operation in the Premises as well as upon the Synod's Property. If any such items of property are assessed with property of St. John's, then such assessment shall be equitably divided between St. John's and the Synod.

17.2. Waiver of St. John's Lien. From time to time, some or all of the Synod's Property may be financed or owned by someone other than the Synod. To the extent that any of the Synod's Property is financed or owned by someone other than the Synod, St. John's agrees that such Synod's Property is not owned by St. John's no matter how the same is affixed to the Premises or used by the Synod, and St. John's agrees to recognize the rights of the lender or owner of the Synod's Property. St. John's waives any claim arising by way of any St. John's lien (whether created by statute or by contract) or otherwise with respect to the Synod's Property and agrees to sign and deliver to any lender or secured creditor or lessor a reasonable waiver of any lien St. John's may have on the Synod's Property if required by such lender, secured creditor or lessor. St. John's also agrees that all of the Synod's Property that is not subject to a security interest or leased from another shall be the property and remain the property of the Synod or the Synod's assignee or transferee no matter how the same is affixed to the Premises.

18. TENANT ASSIGNMENT AND SUBLETTING. The Synod shall not assign or otherwise transfer this Lease, or sublet (or permit occupancy or use by another person or entity) of the Premises or any part thereof without first obtaining St. John's written consent, such consent to be in St. John's sole discretion. The parties acknowledge that, by virtue of the relationship between St. John's and the Synod, the terms of a lease between St. John's and third party would not be on the same terms and conditions as those of this Lease. Notwithstanding the foregoing, without the consent and approval of St. John's, the Synod shall have the right to (i) assign the Lease or sublease the Premises or any portion thereof (however, the Synod shall provide ten (10) days' prior written notice thereof along with a true and complete copy of the sublease or assignment document unless the Synod is prevented from doing so pursuant to the terms of a confidentiality or non-disclosure agreement, in which case, the Synod shall provide such notice within ten (10) days after such transfer) to any parent, subsidiary or affiliate of the Synod or (ii) assign the Lease or sublease the Premises in the event of a merger or a sale of all or substantially all of the Synod's assets, and in any event shall notify St. John's in writing within thirty (30) days of the effective date of such assignment or sublease. For the purposes hereof, "**affiliate**" shall mean an entity or individual that controls, is controlled by or is under the common control with the Synod. The Synod shall remain liable under the terms hereof if the Synod exercises its rights under this paragraph to the extent it survives such corporate event.

19. LANDLORD ASSIGNMENT. St. John's shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest in the Property, or any portion thereof at any time, provided such transferee, assignee or grantee shall be bound by the terms, covenants and agreements herein contained.

20. RESERVED PARKING. The Synod shall have the non-exclusive right to use a reasonable number of parking spaces on the Property serving the Project. The Synod acknowledges that St. John's has leased portions of its parking spaces to third parties, which parking spaces are exclusive during certain periods of time. The Synod agrees to abide by the limitations set forth in those other leases, as disclosed by St. John's from time to time.

21. TENANT'S DEFAULT.

21.1. Synod's Default. The following shall be considered a "Default" hereunder: (a) if the Synod fails to pay any Rent or Additional Charges due hereunder within five (5) days after receipt of written notice from St. John's that such payment is overdue; provided, however, that if St. John's delivers written notice to the Synod of the Synod's failure to pay Rent or Additional Charges due hereunder on two (2) occasions during any twelve (12) month period, the Synod's subsequent failure to pay Rent or Additional Charges due hereunder when due shall be an immediate Default without the need for additional notice; (b) if the Synod fails to perform any other material non-monetary covenant or agreement contained in this Lease within thirty (30) days after receipt of written notice of failure to perform by St. John's (or, if such material non-monetary failure to perform cannot reasonably be cured within such thirty (30) day period, then during such additional time as may be reasonably necessary to cure such non-performance so long as the Synod is diligently proceeding to obtain such cure); (c) if the Synod fails to execute and deliver an estoppel or SNDA within five (5) days after receipt of written notice from St. John's that such document is overdue; (d) if the Synod fails to procure and maintain the insurance policies and coverages required under **Section 9** or the Synod fails to deliver to St. John's (within five (5) days following receipt of St. John's demand therefor) evidence of the insurance policies and coverages as required under **Section 9**; (e) if the Synod fails to pay and release of record, or diligently contest and bond around any mechanic's lien, materialman's lien or similar lien filed against the Property for any work performed, materials furnished, or obligation incurred by or at the request of the Synod, within the time and in the manner required by **Section 16**; (f) if the Synod ("Synod" for the purposes of this **Section 21.1(f)** shall include any Guarantor) files a petition, or a petition is filed against the Synod (A) in any bankruptcy or other insolvency proceeding; (B) seeking any relief under any state or federal debtor relief law; (C) for the appointment of a liquidator or receiver for all or substantially all of the Synod's property or for the Synod's interest in this Lease; (D) for the reorganization or modification of the Synod's capital structure; or (E) in any assignment for the benefit of creditors proceeding; provided, that if such a petition is filed against the Synod, then such filing shall not be a Default unless the Synod fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof; and (g) the liquidation of the Synod or any Guarantor, or the admission in writing by the Synod or any Guarantor in writing of its inability to pay its debts as they become due.

21.2. St. John's Remedies. In the event of the Synod's Default, St. John's may, in addition to all other rights and remedies available in law or equity, take either of the following actions:

21.2.1. Terminate this Lease, in which case, the Synod shall immediately surrender possession of the Premises and shall pay to St. John's: (i) all Rent and Additional Charges through the effective date of termination, (ii) cleanup costs; reasonable legal fees; and removal, storage or disposal of the Synod's Property and all other reasonable expenses actually incurred by St. John's; and (iii) all Rent and Additional Charges for the remainder of the Term, less amounts received by St. John's through reletting the Premises during such period, plus all costs incurred by St. John's in reletting the Premises. If the Synod fails to immediately surrender the Premises, St. John's may re-enter the Premises only by an action for ejection, unlawful detainer, or other process of law and may remove all of the Synod's property from the Premises

and store it at the Synod's cost, without liability. St. John's shall have no obligation to relet the Premises; provided, however, any attempts to relet the Premises shall be on such terms as St. John's in its sole discretion may determine, but no failure to relet the Premises or to collect rent from any reletting will diminish the Synod's obligations. If the rent from any reletting is greater than the Rent and Additional Charges payable by the Synod, St. John's will retain the excess and apply the same to the account of the Synod hereunder. The payments under clause (iii) shall be paid monthly, as and when Rent payments would have come due, provided that if the Synod fails to make any monthly payment under clause (iii) above as and when due, St. John's shall be entitled to recover from the Synod, after St. John's has used commercially reasonable efforts to mitigate its damages, and the Synod shall pay St. John's, on demand, in lieu of all further payments described in said clause (iii) and as full and final liquidated and agreed final damages and not as a penalty, a lump sum equal to the amount by which the amount of Rent and additional amounts payable by the Synod hereunder for the remainder of the Term, from the last date through which monthly deficiencies shall have been paid in full, exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted at the rate of seven percent (7%) per annum.

21.2.2. Terminate the Synod's right of possession to the Premises without terminating this Lease, in which case, St. John's may re-enter the Premises without process of law if the Synod has vacated the Premises or, if the Synod has not vacated the Premises, by an action for ejection, unlawful detainer, or other process of law. No such dispossession of the Synod or re-entry by St. John's shall constitute or be construed as an election by St. John's to terminate this Lease, unless St. John's delivers written notice to the Synod specifically terminating this Lease. In the event St. John's elects to dispossess the Synod, or any other person in occupancy, together with their property, and re-enter the Premises, then upon such re-entry, the Synod shall be liable for (i) all Rent and Additional Charges through the effective date of termination of the Synod's possession, (ii) cleanup costs; reasonable legal fees; and removal, storage or disposal of the Synod's Property and all other reasonable expenses actually incurred by St. John's; and (iii) all Rent and Additional Charges thereafter accruing under this Lease, payable as set forth below in an amount equal to the total Rent and Additional Charges payable under this Lease for the then unexpired term less the reasonable rental value of the Premises for the then unexpired term, discounted to the time of dispossession at the rate of seven percent (7%) per annum. In the event the Premises is relet, the Synod shall also be liable for all reasonably incurred costs of reletting, including without limitation, any broker's fee, legal fees, or repairs occasioned by the Synod's removal of the Synod's Property (provided, however, that reasonable costs of reletting do not include: tenant improvement allowances provided to a replacement tenant, costs of redeveloping or refitting the Premises for a different use, or bonus payments or similar credits provided to a replacement tenant as an incentive to lease the Premises). If the rent from any reletting is greater than the Rent and Additional Charges payable by the Synod, St. John's will retain the excess and apply the same to the account of the Synod hereunder. The payments under clause (iii) shall be paid monthly, as and when Rent payments would have come due, provided that if the Synod fails to make any monthly payment under clause (iii) above as and when due, St. John's shall be entitled to recover from the Synod, after St. John's has used commercially reasonable efforts to mitigate its damages, and the Synod shall pay St. John's, on demand, in lieu of all further payments described in said clause (iii) and as full and final liquidated and agreed final damages and not as a penalty, a lump sum equal to the amount by which the amount of Rent and additional amounts

payable by the Synod hereunder for the remainder of the Term, from the last date through which monthly deficiencies shall have been paid in full, exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted at the rate of seven percent (7%) per annum.

21.2.3. Perform the Synod's obligations under this Lease (and enter the Premises if necessary), without liability and the Synod shall reimburse St. John's on demand for any expenses which St. John's may incur, plus interest at the Interest Rate. Notwithstanding anything in this **Section 21.2.3** to the contrary, under no circumstances will St. John's be permitted to operate the Premises for the Synod's Use.

21.2.4. Following any such termination of the Synod's possession of the Premises or the Lease as provided above, to the extent permitted by applicable law, St. John's may alter locks or other security devices at the Premises to deprive the Synod of access thereto, and St. John's shall not be required to provide a new key or right of access to the Synod unless and until the Synod has cured the Default.

22. LANDLORD'S DEFAULT.

22.1. St. John's Default. St. John's shall be in default hereunder if one (1) or more of the following events occur:

22.1.1. the failure of St. John's to pay any sum due hereunder within five (5) business days after receipt of written notice from the Synod that such payment is due;

22.1.2. the failure of St. John's to perform any other covenant or agreement required by this Lease which failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the Synod stating the nature and extent of such default, provided that as to a default which is not susceptible of being cured within such thirty (30) day period, then within a reasonable time, so long as St. John's commences to cure such failure within such thirty (30) day period and diligently pursues the same to completion (notwithstanding the foregoing cure period, the Synod may cure any default, without notice to St. John's but subject to the terms of **Section 14.2** above, where the failure to promptly cure such default would, in the reasonable opinion of the Synod, create or allow to persist an emergency condition or health or safety hazard which could materially adversely affect the operation of the Synod's business or impact the Synod's operating license, provided that the St. John's has at least been notified of said condition by email or other writing); or

22.1.3. If, prior to completion of all Improvements, and except as otherwise expressly permitted hereunder, St. John's encumbers the Property or files a petition in bankruptcy, or prays for any relief under the federal bankruptcy law, or makes an assignment for the benefit of creditors.

22.2. Synod's Remedies. Upon the occurrence of a St. John's default as set forth herein, the Synod shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative:

22.2.1. The Synod may enforce the provisions of this Lease and may enforce and protect the rights of the Synod hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, including but not limited to, the recovery of any actual damages incurred by the Synod in connection with such default;

22.2.2. The Synod may deduct any amounts owed to it by St. John's from any payment(s) next due provided, however, the Synod shall not be permitted to offset more than twenty percent (20%) of Rent payments due for any one month (unless the Synod would be unable to fully recover the amount the amount due within the then-remaining Term); and

22.2.3. The Synod may cure the default, including, but not limited to, the making of any payments, or making any repairs or replacements to the Premises. St. John's shall reimburse the Synod, on demand, for all of the Synod's reasonable costs and expenses including interest at the Interest Rate.

23. INTENTIONALLY DELETED.

24. COSTS AND ATTORNEYS' FEES. If a suit or an action is instituted in connection with any dispute arising out of this Lease or to enforce any rights hereunder or interpret the terms and conditions of this Lease, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' and paralegals' fees incurred in connection with the preparation for and the participation in any legal proceedings (including, without limitation, any arbitration proceedings or court proceedings, whether at trial or on any appeal or review), in addition to all other costs or damages allowed and such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action.

25. NOTICES. All notices given pursuant to this Lease, shall be in writing, addressed to the recipient at the address stated in **Section 1** of this Lease (or at such other address as may have been given by one party to the other during the Term in the manner provided in this Section). Notice shall be (a) mailed by certified or registered mail with return receipt requested, postage prepaid, (b) delivered in person, (c) delivered by email (only if an email address is shown in **Section 1**) or (d) by nationally recognized overnight courier, all fees prepaid. Any notice sent by mail, in person or by courier shall be deemed given when delivery is first attempted, unless said date falls on a weekend or legal holiday and then the deemed delivery date shall be the next non-holiday and non-weekend date. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Legal counsel for any party shall be entitled to give any notice for such party.

26. HAZARDOUS SUBSTANCES.

26.1. St. John's Representations and Warranties. St. John's represents and warrants to the Synod that, to St. John's knowledge and without any inquiry made by St. John's, as of the Commencement Date:

26.1.1. The Premises do not presently contain and are free from all hazardous substances or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos (“**Hazardous Substances**”);

26.1.2. The Premises have not been used for storage, manufacture or sale of Hazardous Substances or for any activity involving Hazardous Substances and no spills of Hazardous Substances have occurred on or in the Premises;

26.1.3. No Hazardous Substances are located in the vicinity of the Premises;

26.1.4. St. John’s has not received written notice from any federal, state, county or city agency or authority relating to Hazardous Substances, in or near the Premises; and

26.1.5. No underground or above ground storage tanks have ever been or are located under or on the Premises.

26.2. St. John’s Indemnity. Subject to **Section 9.7** above, St. John’s shall indemnify, defend and hold harmless the Synod, and its nominees, officers, directors, agents, members, employees, successors, assigns, affiliates, subsidiaries and parent companies (if any) (collectively, the “**Synod Indemnified Parties**”) from and against any and all liability arising from any and all third-party claims, demands, litigation or governmental action involving: (a) any breach of the representations and warranties contained in this **Section 26**; (b) the existence of Hazardous Substances in, on or under the Premises during the period of time commencing on the date that St. John’s acquired the Property and ending on the Commencement Date, unless caused by the Synod, its agents, employees or contractors; and (c) the existence of Hazardous Substances in, on or under the Premises caused by St. John’s, its agents employees or contractors. Without limiting the generality of the foregoing, this indemnification shall specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts (to be selected by the Synod) and costs for investigation, clean-up, testing, removal or restoration.

26.3. Synod’s Environmental Obligations. The Synod shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of, Hazardous Substances in, on, under or about the Premises except in a manner and quantity necessary for the ordinary performance of the Synod’s business, and only in compliance with all applicable laws and ordinances. Subject to the provisions regarding access contained herein, St. John’s shall have the right to conduct such inspections, studies and assessments of the Premises to confirm the Synod’s satisfaction of its obligations under this **Section 26.3**. If any such inspection, study or assessment reveals that the Synod is in breach of this **Section 26.3**, then, in addition to all other rights and remedies of St. John’s, upon written notice to the Synod and if the Synod fails to effect any required remedial actions, the Synod shall reimburse St. John’s on demand for the costs thereof. If the Synod breaches its obligations under this **Section 26.3**, following such notice and opportunity to cure, St. John’s shall have the right, at the Synod’s sole cost and expense, to immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from the Synod’s use, generation, storage or disposal of Hazardous Substances.

26.4. Synod's Indemnity. Subject to **Section 9.7** above, the Synod shall indemnify, defend (with counsel selected by St. John's) and hold harmless St. John's and its nominees, officers, directors, agents, members, employees, successors, assigns, affiliates, subsidiaries and parent companies (if any) (collectively, the "**St. John's Indemnified Parties**") from and against any and all liability arising from any and all third-party claims, demands, litigation, or governmental action involving (a) any breach of the obligations contained in **Section 26.3**; or (b) the presence of Hazardous Substances on or in the Premises, caused by the Synod or its agents, employees, contractors or invitees prior to the expiration of the Term. Without limiting the generality of the foregoing, this indemnification shall specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts (to be selected by the Synod) and costs for investigation, clean-up, testing, removal or restoration.

27. ESTOPPEL CERTIFICATE. The Synod and St. John's agree at any time and from time to time, upon not less than twenty (20) days' prior written request from the other party, to execute, acknowledge and deliver to the requesting party in writing, in form and content reasonably acceptable to both parties, an estoppel certificate certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), (b) the dates to which Rent has been paid, (c) that it is not in default (or if a default is alleged, stating the nature of the alleged default), (d) that there are no claims against St. John's nor any defenses or rights of offset against collecting Rent or other sums due under this Lease, and (e) further certifying such other matters as the requesting party shall reasonably request. It is intended that any such statement delivered pursuant to this **Section 27** may be relied upon by any prospective purchaser, lender, subtenant, assignee or any entity which is a party to a potential merger, consolidation with or to the acquisition of substantially all of the assets or stock of St. John's or the Synod.

28. INDEMNIFICATION; LIMITATION OF LIABILITY.

28.1. St. John's Indemnification. Subject to **Section 9.7** above, St. John's shall indemnify and hold the Synod and the Synod Indemnified Parties harmless from and against any and all third-party claims, demands, liabilities, damages, and expenses, including reasonable attorneys' fees and litigation expenses (including without limitation, expert witness fees), arising from the gross negligence or willful misconduct of St. John's or its agents, employees, or contractors occurring on or in the Premises. In the event any action or proceeding shall be brought against the Synod by reason of any such claim, St. John's shall defend the same at St. John's expense by counsel selected by the Synod.

28.2. Synod's Indemnification. Subject to **Section 9.7** above, the Synod shall indemnify and hold St. John's and St. John's Indemnified Parties harmless from and against any and all third-party claims, demands, liabilities, damages, and expenses including reasonable attorneys' fees and litigation expenses (including without limitation, expert witness fees), arising from bodily injury, death or property damage due to the Synod's use and operation of the Premises and the negligence or willful misconduct of the Synod or its agents, employees, or contractors occurring on or in the Premises. In the event any action or proceeding shall be brought against St. John's by reason of any such claim, the Synod shall defend the same at the Synod's expense by counsel selected by St. John's.

28.3. Limitations of Liability.

28.3.1. To the maximum extent permitted by law, the St. John's Indemnified Parties will not be liable for, and the Synod releases the St. John's Indemnified Parties from, and waives all claims for damage to person or property that the Synod or any occupant of the Premises sustains resulting from: any act or negligent act of the Synod, any occupant of the Premises or any other person. The liability of St. John's for any injury, loss or damage to any person or property on or about the Premises will be limited to those caused by the gross negligence or willful misconduct of St. John's, shall be limited to actual, direct damages, and shall be recoverable only from the interest of St. John's in the Property. In no event shall any St. John's Indemnified Party be liable for any indirect, special, consequential or punitive damages or lost income profits.

28.3.2. The Synod Indemnified Parties shall have no personal liability for the obligations of the Synod hereunder, and St. John's hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under St. John's. In no event shall the Synod or the Synod Indemnified Parties be liable for any indirect, special, consequential or punitive damages or lost income profits.

29. TENANT'S CONDUCT OF BUSINESS.

29.1. Cessation of Operations. Notwithstanding anything contained in this Lease to the contrary, no term or provision of this Lease shall be construed as creating an obligation for the Synod to open or operate its business in the Premises. The Synod shall have the right to remove the Synod's Property and cease operations in the Premises at any time and from time to time and at the Synod's sole discretion. However, the right to cease to operate its business shall not affect the Synod's obligation to pay all amounts due hereunder and to perform all covenants and obligations hereunder.

30. REPRESENTATIONS AND WARRANTIES.

30.1. St. John's Representations and Warranties. To induce the Synod to execute, deliver and perform this Lease and without regard to any independent investigations made by the Synod, St. John's represents and warrants to the Synod on and as of the date of St. John's execution and delivery of this Lease, and on the Commencement Date, as follows:

30.1.1. Authority. St. John's is a nonprofit corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia, and is qualified to transact business in the State of Georgia. St. John's has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by St. John's pursuant hereto, and all required action and approvals therefor have been duly taken and obtained, subject to obtaining permits and approvals required hereunder for the construction of the Improvements. The individuals signing this Lease and all other documents executed or to be executed pursuant hereto on behalf of St. John's are and shall be duly authorized to sign the same on St. John's behalf and to bind St. John's thereto. This Lease and all documents to be executed pursuant hereto by St. John's are and shall be binding upon and enforceable against St. John's in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or

constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which St. John's or the Project is subject or by which St. John's or the Project is bound.

30.1.2. Litigation. To St. John's knowledge, there are no claims, causes of action or other litigation or proceedings pending or threatened in respect to the ownership, operation or environmental condition of the Project or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services).

30.1.3. Violation. St. John's has received no written notice of any violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Premises, which have not been heretofore entirely corrected. Notwithstanding anything to the contrary contained herein, St. John's shall have no obligation to cure any violations caused by the Synod and any such violations shall be cured by the Synod as soon as reasonably possible.

30.1.4. Intentionally Deleted.

30.1.5. Intentionally Deleted.

30.1.6. Prohibited Persons and Transactions. St. John's represents and warrants to the Synod that St. John's is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

30.2. Synod's Representations and Warranties. To induce St. John's to execute, deliver and perform this Lease and without regard to any independent investigations made by St. John's, the Synod represents and warrants to St. John's on and as of the date of the Synod's execution and delivery of this Lease, and on the Commencement Date, as follows:

30.2.1. Authority. The Synod is a nonprofit corporation duly formed, validly existing, and in good standing under the laws of the State of North Carolina, and is qualified to transact business in the State of Georgia. The Synod has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by the Synod pursuant hereto, and all required action and approvals therefor have been duly taken and obtained, subject to obtaining permits and approvals required hereunder. The individuals signing this Lease and all other documents executed or to be executed pursuant hereto on behalf of the Synod are and shall be duly authorized to sign the same on the Synod's behalf and to bind the Synod thereto. This Lease and all documents to be executed pursuant hereto by the Synod are and shall be binding upon and enforceable against the Synod in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit

acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which the Synod is subject or by which the Synod is bound.

30.2.2. Prohibited Persons and Transactions. The Synod represents and warrants to St. John's that the Synod is currently in compliance with and shall at all times during the Term remain in compliance with the regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

31. ALTERATIONS; OWNERSHIP OF IMPROVEMENTS; SURRENDER OF PROPERTY ON TERMINATION.

31.1. Alterations. No alterations or physical additions in or to the Premises (or Room 205) except for the Permitted Alterations (defined below) may be made without St. John's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, that St. John's may withhold its consent to any alteration or addition that would adversely affect (in the sole discretion of St. John's) (a) the structure or mechanical, electrical, plumbing or life safety systems of the Improvements, or (b) the exterior appearance of the Improvements. All alterations, additions, and improvements shall be constructed, maintained, and used by the Synod, at its risk and expense, in accordance with all applicable laws and ordinances. St. John's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by St. John's, nor St. John's acceptance, that the same comply with sound architectural and/or engineering practices or with any applicable laws or ordinances, and the Synod shall be solely responsible for ensuring all such compliance. Notwithstanding the foregoing, St. John's consent shall not be required for (i) interior non-structural alterations costing less than Five Thousand and 00/100 Dollars (\$5,000.00), or (ii) usual and customary interior decorative alterations by the Synod (such as wallpapering, painting, window treatments, carpeting or other floor covering), or (iii) periodic replacement of cabinetry and other trade fixtures or equipment (collectively, the "**Permitted Alterations**").

31.2. Ownership of Improvements; Surrender of Premises. Prior to the actual expiration date of the term of the Lease, no act by St. John's shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by St. John's. At the expiration or termination of this Lease, the Synod shall deliver to St. John's the Premises with all improvements located therein in good repair and condition, free of Hazardous Substances placed on or in the Premises by the Synod during the Term, reasonable wear and tear customary to properties used as child care facilities or for any other permitted use actually occurring on or in the Premises (and Condemnation and Casualty damage not caused by the Synod, as to which **Section 15** shall control) excepted, and shall deliver to St. John's all keys and access cards to the Premises. Interior design choices, such as paint colors, flooring, decorations on walls and other modifications permitted under the Lease are allowed at the Synod's discretion and shall not be required to be restored to the original condition. St. John's further acknowledges the Premises shall not be restored to the original delivery condition. The Synod shall remove all moveable trade fixtures, equipment, furniture, and personal property placed

in the Property or elsewhere on the Premises by the Synod (but the Synod may not remove any such item which was paid for, in whole or in part, by St. John's or any wiring or cabling). The Improvements or other construction (if any) as a part of renovations to Room 205 as so modified are and shall remain the property of St. John's and shall be surrendered with the Premises upon the termination of this Lease. Except for the Synod's trade fixtures and equipment or as otherwise provided in this Lease, any and all improvements subsequently made to the Premises by or on behalf of the Synod, shall become the property of St. John's and shall be surrendered with the Premises upon the termination of this Lease or, the Synod may remove all such items and improvements upon the expiration or earlier termination of this Lease to the extent the Synod has paid for such items and improvements directly or reimbursed St. John's therefor, and shall repair any damage to the Premises caused by such removal. All items not so removed shall, at St. John's option, be deemed to have been abandoned by the Synod and may be appropriated, sold, stored, destroyed, or otherwise disposed of by St. John's, without notice to the Synod and without any obligation to account for such items. Any such disposition shall not be considered a strict foreclosure or other exercise of St. John's rights in respect of such items. The provisions of this **Section 31.2** shall survive the expiration or termination of this Lease.

32. NATURE OF LEASE.

32.1. No Termination. Except as otherwise expressly provided in this Lease and to the extent permitted by law, the Synod will remain bound by this Lease in accordance with its terms and will not take any action without the written consent of St. John's to modify, surrender or terminate the Lease (provided that nothing herein shall be construed to be a waiver by the Synod of rights under Georgia law, including without limitation the right to assert and prosecute a claim for constructive eviction). Except as otherwise expressly provided in this Lease and available to the Synod under laws, the respective obligations of St. John's and the Synod will not be affected by reason of (a) any damage to, or destruction of the Project, or any portion thereof, from whatever cause or any condemnation, of the Project or any portion thereof, (b) any claim which the Synod has or might have against St. John's by reason of any default or breach of any warranty by St. John's under this Lease or any other agreement between St. John's and the Synod, or to which St. John's and the Synod are parties, or (c) any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting St. John's or any assignee or transferee of St. John's.

32.2. No Abatement or Offset. The obligations of St. John's and the Synod hereunder will be separate and independent covenants and agreements and the Rent and Additional Charges payable by the Synod hereunder will continue to be payable in all events unless the obligations to pay the same are terminated pursuant to the express provisions of this Lease or by termination of this Lease other than by reason of a Default. The Synod will remain bound by this Lease in accordance with its terms and not seek or be entitled to any abatement, deduction, deferment or reduction of the Rent or Additional Charges or setoff against the Rent or Additional Charges, except as expressly permitted herein.

33. **MISCELLANEOUS.**

33.1. Survival of Lease. All representations, warranties and indemnities contained in this Lease shall survive the termination or expiration of this Lease for a period of twelve (12) months.

33.2. Integration. Any and all discussions and negotiations between St. John's and the Synod have been merged into this Lease. No rights are conferred upon St. John's or the Synod until this Lease has been executed by St. John's and the Synod. Any and all representations and agreements by either of the parties or their agents made during negotiations prior to execution of this Lease and which representations are not contained in this Lease shall not be binding upon either of the parties.

33.3. Brokers. St. John's and the Synod represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Lease. St. John's agrees to indemnify, defend (with counsel selected by the Synod) and hold the Synod, and the Synod's successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease.

33.4. Counterparts; Scanned Emailed Signatures. This Lease may be executed in counterparts. Such counterparts taken together shall constitute one and the same agreement. It is agreed that an electronic pdf signature shall evidence and constitute valid execution of this Lease and shall be binding on the signing party and shall be the same as delivery of an original. At the request of either party, an original signed document will be provided to the requesting party.

33.5. Relationship of Parties. This Lease shall create the relationship of landlord and tenant between St. John's and the Synod and no estate shall pass out of St. John's; the Synod has only a usufruct which is not subject to levy and sale, provided that the specific terms of this Lease, to the extent in conflict therewith, shall control over the statutory or other legal principles governing usufructs. St. John's and the Synod are not and shall not be deemed to be partners or joint venturers with each other.

33.6. Holdover. In the event the Synod continues to occupy the Premises after the last day of the Term, then the Synod shall be a tenant at sufferance and (a) the Synod shall pay, in addition to the other amounts due under this Lease, Rent equal to 125% of the Rent payable during the last month of the Term, and (b) the Synod shall otherwise continue to be subject to all of the Synod's obligations under this Lease. The provisions of this **Section 33.6** shall not be deemed to limit or constitute a waiver of any other rights or remedies of St. John's provided herein or at law.

33.7. Severability. If any provision of this Lease or the application thereof to any person or circumstance is or shall be deemed illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Lease shall be interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.

33.8. Modifications. No modification, alteration or amendment of this Lease shall be binding unless in writing and executed and delivered by both parties hereto.

33.9. Headings. The headings to the Sections of this Lease are inserted only as a matter of convenience and for reference, and in no way confine, limit or proscribe the scope or intent of any Section of this Lease, nor in any way affect this Lease.

33.10. Successors. This Lease shall be binding upon and inure to the benefit of the parties and any subtenants and their heirs, administrators, executors, successors and assigns.

33.11. Time of the Essence. Time is of the essence of this Lease and each provision; provided, however, if the final (but not any interim) date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the United States of America, the final date of such period shall be extended to the next business day.

33.12. Force Majeure. Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power or other utility services including the supply of chilled water, riots, insurrection, terrorism, war, earthquake, hurricane or tornado (or comparable weather conditions of unusual severity), or other similar reasons of an extraordinary nature which are beyond the reasonable control of the party, and which could not have been avoided through the exercise of due diligence by a party (collectively referred to herein as “**Force Majeure**”), then the performance of any such act shall be excused for a period equal to the period of the delay. Notwithstanding the foregoing provisions, the following shall not constitute Force Majeure: (a) the financial inability of a party to perform its obligations under this Lease (except for delays resulting from cyber-attacks, power failures, or other events of Force Majeure affecting the availability of funds); or (b) delays occurring in the course of complying with applicable laws that could have been avoided through the exercise of due diligence by a party hereto. A party wishing to invoke this Section shall give the other party notice of that intention within ten (10) business days after the commencement of any event of Force Majeure and shall, at that time, specify the reasons therefor, the specific provision of this Lease which will be delayed as a result, and the period of such extension, if known, or if not known, a reasonable estimate thereof.

33.13. Governing Law. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia.

33.14. Ambiguities. All provisions of this Lease have been negotiated by both parties at arm’s length and neither party shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

33.15. Intentionally Deleted.

33.16. Consent. Whenever either party's consent or approval is required under this Lease, the party shall not unreasonably withhold, delay or condition such consent or approval, unless specifically stated otherwise.

33.17. Waiver. Failure of either party at any time to require performance of any provision of this Lease shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

33.18. Submission of Lease. Submission of this instrument for examination shall not bind St. John's or the Synod, and no duty or obligation on St. John's or the Synod shall arise under this Lease until this Lease is executed and delivered by each of St. John's and the Synod.

[Signatures on following pages]

IN WITNESS WHEREOF, St. John's has caused this Lease to be executed on the date below, intended to be effective as of the Commencement Date.

Signed, sealed and delivered in the presence
of:

ST. JOHN'S:

ST. JOHNS LUTHERAN CHURCH,
Georgia nonprofit corporation

Unofficial Witness

Notary Public
My Commission Expires: _____

By:
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Synod has caused this Lease to be executed on the date below, intended to be effective as of the Commencement Date.

Signed, sealed and delivered in the presence of:

SYNOD:

Unofficial Witness

SOUTHEASTERN SYNOD OF THE
EVANGELICAL LUTHERAN CHURCH IN
AMERICA (INC.), a North Carolina
nonprofit corporation

Notary Public
My Commission Expires: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

ADDITIONAL SYNOD FUNDING

1. Funding Commitments.

1.1. Defined Terms. For the purposes of this Lease, and in addition to any other terms defined in this Lease, the following terms are defined below. Solely for the purpose of enabling the understanding of these definitions and other definitions in **Schedules 1** and **2**, and without modifying the definitions as drafted, the following terms within the definitions have been generally used in the following ways: (i) “Giving” means amounts pledged or received; (ii) “Costs” or “Expenses” means the amount of obligations incurred; (iii) “Payment” or “Paid” means amount actually paid to St. John’s; (iv) “Commitment” means amount of obligations incurred but not Paid; (v) “Contributions” or “Funds” means Payments or Commitments, or both, as the case may be; and (vi) “Receipts” means amounts actually received.

(a) “**Capital Campaign**” means the Synod’s Living Lutheran Legacy capital campaign. The Capital Campaign does not include the amounts or sources of funding for Other Synod Contributions.

(b) “**Capital Campaign Giving**” means amounts pledged to or otherwise received by the Synod from individuals, churches, or other organizations from time to time for the purposes of defraying the cost of the Synod Construction or reducing the Rent. Other Synod Contributions are not included in the calculation of Capital Campaign Giving.

(c) “**Capital Campaign Payments**” means the amounts of the Capital Campaign Receipts that have actually been paid to or for the benefit of St. John’s for the Synod Construction or reducing the Rent.

(d) “**Capital Campaign Receipts**” means the amount of Capital Campaign Giving actually received by the Synod.

(e) “**General Contractor**” means St. John’s general contractor for the Synod Construction, Gay Construction.

(f) “**Conversion Date**” means the date that the St. John’s Loan becomes a permanent loan, i.e., when monthly principal and interest payments begin.

(g) “**Cut-Off Amount**” means \$556,837 in Capital Campaign Payments.

(h) “**Holding Corporation**” means the Southeastern Lutheran Holding Corporation, a Georgia corporation.

(i) “**Holding Corporation Funds**” means the payment of or commitment to pay a total of \$20,000.00 to St. John’s, consisting of the Holding Corporation Interest Funds and the Holding Corporation Principal Commitment. The Holding Corporation Funds do not include the

\$4,250.00 previously paid by the Holding Corporation, which are deemed to be a part of Capital Campaign Giving.

(j) “**Holding Corporation Interest Funds**” means interest payments made or to be made by the Holding Corporation from time to time to defray interest expenses incurred on the St. John’s Loan prior to the Conversion Date, in the amount of \$9,334.97.

(k) “**Holding Corporation Principal Commitment**” means the Holding Corporation Funds less the Holding Corporation Interest Funds, in the amount of \$10,665.03.

(l) “**Improvements**” means those improvements to the Premises and the Project created by virtue of the Synod Construction.

(m) “**Other Synod Contributions**” means the following:

- (i) Holding Corporation Funds;
- (ii) Synod Additional Commitment;
- (iii) Synod Shared Additional Construction Payment;
- (iv) Synod Voluntary Payment;
- (v) Amounts pledged or received that are specifically designated for Synod improvements to Room 205; and
- (vi) Payments for Synod-Requested Change Orders.

(n) “**Remaining Capital Campaign Payments**” means, as determined from time to time, Remaining Capital Campaign Receipts that have been paid to St. John’s.

(o) “**Remaining Capital Campaign Receipts**” means, as determined from time to time, any Capital Campaign Receipts to the extent not previously paid to St. John’s or as a part of the Synod Direct Construction Expenses.

(p) “**St. John’s Additional Contribution**” means \$100,000.00 (\$50,000.00 of which has or will be paid out of St. John’s Living Stones capital campaign and \$50,000.00 of which has or will be paid out of St. John’s regular savings).

(q) “**St. John’s Lender**” means St. John’s current lender, Thrivent Financial for Lutherans, or the lender for any replacement for such loan that is obtained by St. John’s from time to time.

(r) “**St. John’s Loan**” means the construction-to-permanent loan between St. John’s and St. John’s Lender.

(s) “**St. John’s Other Borrowing Principal Balance**” means the principal balance

of the St. John's Loan that is attributable to the amount borrowed by St. John's for purposes other than the Synod Construction, as determined from time to time in accordance with **Section 3.1 of Schedule 2**.

(t) **"St. John's Shared Additional Construction Costs"** means (i) \$2,052,50, which is one-half (1/2) of the cost of rerouting a 3-phase feeder circuit (as described in the General Contractor's Change Order #1), and (ii) \$4,957.00, which is one-half (1/2) of the cost replacing existing windows (as described in the General Contractor's Change Order #2).

(u) **"Synod Additional Commitment"** means \$50,000.00, which was paid by the Synod in connection with General Contractor's Draw Request #8.

(v) **"Synod Construction"** means the construction project undertaken by St. John's as a part of making the Premises suitable for rent to the Synod, except that the following construction performed by the General Contractor is not included as a part of the Synod Construction: (i) the refurbishing of the main floor bathrooms (as described in the General Contractor's Change Order #2), (ii) the replacement of lamps in St. John's fellowship hall (sometimes referred to as Lefstead Hall) (as described in the General Contractor's Change Order #4), and (iii) the replacement of the existing closer at the men's bathroom door (as described in the General Contractor's Change Order #4).

(w) **"Synod Construction Costs"** means all permitting, payment/performance bond, soils testing, surveys, and other pre-construction expenses, loan closing and administration expenses, architectural and engineering expenses, payments to the General Contractor, related expenses related to or associated with the Synod Construction.

(x) **"Synod Construction Principal Balance"** means the principal balance of the St. John's Loan that is attributable to the Synod Construction, as determined from time to time in accordance with **Section 3.1 of Schedule 2**.

(y) **"Synod Direct Construction Expenses"** means the monies incurred by the Synod in connection with the Synod Construction and the operation of the Capital Campaign and paid directly out of Capital Campaign Receipts, including costs of printing brochures, conference calls, surveying expenses, architectural fees, and funds wiring costs. Synod Direct Construction Expenses total \$43,295.00.

(z) **"Synod-Requested Change Orders"** means (i) those General Contractor Change Orders where the Synod has requested and agreed to pay for certain additional Synod Construction that is not included within the scope of the Initial Construction Expense or General Contractor's Change Orders #1, #2, #3, or #4, and (ii) any changes or additions to the Premises that are requested by the Synod after the Commencement Date. As of the Commencement Date, there are no Synod-Requested Change Orders, although the parties have discussed a possible change order associated with adding windows to certain office doors in the Premises.

(aa) **"Synod-Requested Change Order Costs"** means the amounts incurred by St. John's for the Synod-Requested Change Orders.

(bb) “**Synod Shared Additional Construction Payment**” means \$8,807.00, being the sum of (i) \$1,797.50, which is a payment made by the Synod to St. John’s for certain security system modifications by Ackerman Security, (ii) \$2,052.50, which is one-half (1/2) of the cost of rerouting a 3-phase feeder circuit (as described in the General Contractor’s Change Order #1), and (iii) \$4,957.00, which is one-half (1/2) of the cost replacing existing windows (as described in the General Contractor’s Change Order #2).

(cc) “**Synod Voluntary Payment**” means a voluntary contribution of \$5,000.00 to St. John’s, which was paid by the Synod prior to the Execution Date.

1.2. Synod Funding Generally. The parties acknowledge that St. John’s would not have been able to engage in the Synod Construction or offer the rental terms in this Lease if the Synod had not committed to raise money for the Synod Construction through the Capital Campaign and commit Other Synod Contributions toward the Synod Construction Costs.

1.3. Synod Construction Funding. The Synod has paid, will pay, or will cause to be paid to or for the benefit of St. John’s the following amounts out of the Capital Campaign Receipts (collectively, “**Synod Construction Funding**”). The Synod Construction Funding is in addition to Rent.

(a) The Synod Direct Construction Expenses (i.e., \$43,295.00), which have already been paid by the Synod toward the Synod Construction Costs.

(b) \$414,044.00, which has already been paid for the benefit of the General Contractor out of Capital Campaign Receipts, such amounts being the amount of funds paid by the Synod through the General Contractor’s Draw Request #10.

(c) Any Remaining Capital Campaign Receipts in accordance with **Section 1.6(d)** of this **Schedule 1**.

1.4. Synod Additional Funding. The Synod has paid, will pay, or will cause to be paid, the amounts set forth below out of funds other than the Capital Campaign Receipts (collectively, “**Synod Additional Funding**”). The Synod Additional Funding is in addition to Rent.

(a) The Synod Shared Additional Construction Payment;

(b) The Holding Corporation Principal Commitment, which St. John’s will pay to reduce the Synod Construction Principal Balance of the St. John’s Loan;

(c) The Holding Corporation Interest Funds;

(d) Any Synod-Requested Change Order Costs;

(e) Any funding for improvements to Room 205 (the parties anticipate that the Synod will contract for and pay for such improvements directly); and

(f) the Synod Voluntary Payment, which St. John's will pay to reduce the Synod Construction Principal Balance of the St. John's Loan.

(g) The Synod Additional Commitment (i.e., \$50,000.00), which St. John's will pay to reduce the Synod Construction Principal Balance of the St. John's Loan.

(h) The Shortfall Payments in accordance with **Section 2.1** of this **Schedule 1**.

1.5. St. John's Construction Funding. St. John's has paid, will pay, or will cause to be paid the St. John's Additional Contribution and the St. John's Shared Additional Construction Costs towards the Synod Construction Costs (collectively, "**St. John's Construction Funding**"). St. John's may, in its discretion, borrow monies for the purposes of financing the St. John's Construction Funding; however, such borrowing shall not be added to or included in the St. John's Other Borrowing Principal Balance. The parties acknowledge that St. John's has also entered into the St. John's Loan, in part to fund the Synod Construction.

1.6. Timing of Payments.

(a) On or before the Execution Date, the Synod will pay to St. John's any Remaining Capital Campaign Receipts in existence at such time.

(b) On or before the Execution Date, the Synod will cause to be paid to St. John's the Holding Corporation Principal Commitment.

(c) On or before the Execution Date, the Synod will cause to be paid to St. John's any unpaid Holding Corporation Interest Funds.

(d) After the Execution Date, if the balance of any Remaining Campaign Receipts exceed \$10,000.00, the Synod will pay such balance within 30 days of reaching such balance. If the balance of any Remaining Campaign Receipts is less than \$10,000.00, then the Synod will pay such balance on or before the end of each calendar quarter, on or before March 1, June 1, September 1, and December 1.

(e) The Synod shall pay any Synod-Requested Change Order Costs upon St. John's request.

(f) The Synod shall pay the Shortfall Payments in accordance with **Section 2.1** of this **Schedule 1**.

1.7. Use of Funds. Within a reasonable time after receipt, St. John's will pay the Remaining Capital Campaign Payments to St. John's Lender to reduce the Synod Construction Principal Balance.

2. Capital Campaign Shortfall.

2.1. Synod Shortfall Payments. If, on the dates specified below, the sum of all Capital Campaign Payments plus Synod Shortfall Payments (defined below) are less than the

Cut-Off Amount, then the Synod will pay St. John's the amounts described below (collectively, "**Synod Shortfall Payments**"). Synod Shortfall Payments are in addition to Rent.

(a) On or before February 28, 2021, the Synod will pay St. John's one-third (1/3) times the sum of (i) the Cut-Off Amount, minus (ii) all Capital Campaign Payments, but in no event less than zero.

(b) On or before February 28, 2022, the Synod will pay St. John's one-half (1/2) times the sum of (i) the Cut-Off Amount, minus (ii) all Capital Campaign Payments, plus (iii) any previously-paid Synod Shortfall Payments, but in no event less than zero.

(c) On or before February 28, 2023, the Synod will pay St. John's the sum of (i) the Cut-Off Amount, minus (ii) all Capital Campaign Payments, plus (iii) any previously-paid Synod Shortfall Payments, but in no event less than zero.

2.2. Recoupment of Synod Shortfall Payments. Upon St. John's receipt of the sum of Capital Campaign Payments and Synod Shortfall Payments in the amount of the Cut-Off Amount, the Synod shall then retain all additional Capital Campaign Receipts in excess of the Cut-Off Amount until the Synod Shortfall Payments have been recouped by the Synod. After recoupment of the Synod Shortfall Payments, the Synod shall pay any additional Capital Campaign Receipts to St. John's in accordance with **Section 1.6(d)** of this **Schedule 1**.

3. Pro Rata Return Upon Certain Early Terminations. This Lease provides that, under certain circumstances set forth in this Lease, the Synod shall receive a "Pro Rata Return." The following additional defined terms are used in this calculation.

(a) "**Net Capital Campaign Payments**" means the sum of all Capital Campaign Payments minus Capital Campaign Receipts received by the Synod from St. John's Affiliates.

(b) "**Pro Rata Return**" means (i) the sum of the Net Capital Campaign Payments plus all Shortfall Payments times (ii) the Remaining Term Ratio.

(c) "**Remaining Term Ratio**" means the ratio that the number of whole calendar months remaining in the Initial Term, as the numerator, bears to the total number of months in the Initial Term (i.e., 144), as the denominator.

(d) "**St. John's Affiliates**" means members, former members, or regular visitors to St. John's, other than members of the Synod staff, except that Jeannette Burgess is a St. John's Affiliate.

SCHEDULE 2

RENT

1. Defined Terms. For the purposes of this Lease, and in addition to any other terms defined in this Lease, the following terms are defined below.

(a) **“Additional Construction Costs”** means the additional dollar costs of all change orders to the Initial Construction Cost, represented by the General Contractor’s Change Orders #1, #2, #3, and #4, together with any other change orders of the General Contractor, if applicable, except that the following are not included in the Additional Construction Costs:

- (i) the cost of rerouting the 3-phase feeder circuit as described in General Contractor’s Change Order #1 (\$4,105.00);
- (ii) the cost of replacing existing windows as described in General Contractor’s Change Order #2 (\$9,914.00);
- (iii) the costs associated with the refurbishing of St. John’s main floor bathrooms, as described in the General Contractor’s Change Order #2 (\$37,778);
- (iv) the costs associated with replacing lamps in the Lefstead Hall fixtures and replacing the Men’s bathroom closer, as described in General Contractor’s Change Order #4 (totaling \$935.00);
- (v) the costs paid by St. John’s, if any, related to defects in the Synod Construction, including items set forth on the Punch List; and
- (vi) the Synod-Requested Change Order Costs.

As of the Execution Date, the Additional Construction Costs are \$20,232.00.

(b) **“Amortized St. John’s Other Borrowing Principal Balance”** means the St. John’s Other Borrowing Principal Balance as determined immediately before the payment of any Principal Reduction Payment, as described in **Section 3.1(b)(i)** of this **Schedule 2**.

(c) **“Amortized Synod Construction Principal Balance”** means the Synod Construction Principal Balance as determined immediately before the payment of any Principal Reduction Payment, as described in **Section 3.1(b)(i)** of this **Schedule 2**.

(d) **“Base Rent”** is defined in **Section 2** of this **Schedule 2**.

(e) **“Initial Construction Cost”** means the initial contract construction price with the General Contractor for the Synod Construction, which is \$1,062,037.00.

(f) **“Loan Ratios”** means the Synod Ratio and the St. John’s Ratio.

(g) “**Principal Reduction Payment**” means a payment by St. John’s to the St. John’s Lender for the purposes of reducing the principal balance of the St. John’s Loan (other than regular monthly debt service).

(h) “**St. John’s Other Borrowing Principal Balance**” is defined in **Section 1.1(s) of Schedule 1**.

(i) “**St. John’s Principal Balance**” means the principal balance of the St. John’s Loan, as such balance exists from time to time.

(j) “**St. John’s Ratio**” means the ratio that the St. John’s Other Borrowing Principal Balance bears to the St. John’s Principal Balance, as determined from time to time.

(k) “**Synod Construction Principal Balance**” is defined in **Section 1.1(x) of Schedule 1**.

(l) “**Synod Ratio**” means the ratio that the Synod Construction Principal Balance bears to the St. John’s Principal Balance, as determined from time to time.

(m) “**Synod Shortfall Payment**” is defined in **Section 2.1 of Schedule 1**.

(n) “**Threshold Amount**” means sum of the Cut-Off Amount plus the Additional Construction Costs.

(o) “**Unamortized Payments**” means all Capital Campaign Payments and Synod Shortfall Payments that have not been previously paid by St. John’s to the St. John’s Lender in order to re-amortize the St. John’s Loan.

(p) “**Unamortized Threshold Payments**” means all Unamortized Payments that are in excess of the Threshold Amount.

2. Base Rent. The Synod shall pay monthly rent in the amount of \$3,800, as adjusted below in this **Schedule 2** (“**Base Rent**”; “**Rent**” means Base Rent plus the Operating Expense Adjustment).

3. Base Rent Adjustments for Certain Capital Campaign Payments.

3.1. Calculation of Loan Ratios.

(a) As of the Conversion Date, the parties agree that:

(i) the St. John’s Principal Balance is \$656,338.18,

(ii) the Synod Construction Principal Balance is \$576,878.84,

(iii) the Synod Ratio is 87.894%,

(iv) the St. John’s Other Borrowing Principal Balance is \$79,459.34, and

(v) the St. John's Ratio is 12.106%.

(b) Prior to making any Principal Reduction Payment, St. John's will take the following actions:

- (i) St. John's will apply the then-existing Loan Ratios to the most current statement received from St. John's Lender prior to the Principal Reduction Payment to determine the then Amortized Synod Construction Principal Balance and the then Amortized St. John's Other Borrowing Principal Balance.
- (ii) After determining the new Amortized Synod Construction Principal Balance and new Amortized St. John's Other Borrowing Principal Balance, St. John's will (A) subtract the Unamortized Payments to be applied to the principal reduction from the then-existing Synod Construction Principal Balance to determine a new Synod Construction Principal Balance and (B) subtract the amounts to be paid by St. John's in addition to the amounts specified in (A) from the then-existing St. John's Other Borrowing Principal Balance to determine a new St. John's Other Borrowing Principal Balance.
- (iii) St. John's will then use the new Synod Construction Principal Balance and the new St. John's Other Borrowing Principal Balance to determine new Loan Ratios.
- (iv) Upon receipt of the statement from the St. John's Lender that first reflects the payment of Unamortized Payments, St. John's will multiply the then St. John's Principal Balance to the new Loan Ratios to determine the new Synod Construction Principal Balance and the new St. John's Other Borrowing Principal Balance to be used until the next determination described in **Section 3.1(b)(i)**.

(c) For the purposes of calculating the Synod Construction Principal Balance and Synod Ratio, any payments of the remainder of any unpaid St. John's Additional Contributions will be applied to reduce the Synod Construction Principal Balance.

3.2. Reductions in Base Rent. When and if the sum of all Capital Campaign Payments and Synod Shortfall Payments exceeds the Threshold Amount and St. John's re-amortizes the St. John's Loan as described in **Section 4** of this **Schedule 2**, upon receipt of the statement from the St. John's Lender that first reflects the payment of an Unamortized Threshold Payment, Base Rent will be reduced by one half (1/2) times the reduction in the monthly debt service (principal and interest) attributable to St. John's payment of the Unamortized Threshold Payments to reduce the St. John's Principal Balance. Notwithstanding the foregoing, Base Rent will never be reduced below the then Synod Share of Operating Expenses. St. John's will provide the Synod with any reasonable information related to the calculations described in **Section 3.1** of this **Schedule 2** upon request.

4. Reamortizations of St. John's Loan. Without limiting St. John's rights to otherwise

re-amortize the St. John's Loan, if St. John's receives in the aggregate at least \$50,000.00 Unamortized Payments after the Conversion Date, then within a reasonable amount of time after St. John's is allowed under its loan documents, St. John's will seek to re-amortize the St. John's Loan. The Synod acknowledges that the loan documents for the St. John's Loan allows for re-amortization no more than once every 12 months.

5. Increases in Rent for Increases in Operating Expenses.

5.1. Defined Terms. For the purposes of this Lease, and in addition to any other terms defined in this Lease, the following terms are defined below.

(a) **“Annual St. John's Common Area Usage”** means, in the applicable calendar year, the Usage of the common areas of the Building other than the Church Office and other than the Annual Synod Common Area Usage, as reasonably estimated by St. John's from time to time.

(b) **“Annual Synod Common Area Usage”** means, in the applicable calendar year, the Usage of the common areas of the Building by the Synod, as reasonably estimated by St. John's from time to time. Until the Annual Synod Common Area Usage is re-calculated, the Annual Synod Common Area Usage will be the Baseline Synod Common Area Usage.

(c) **“Base Year”** means the calendar year 2020.

(d) **“Baseline Synod Common Area Usage”** means the following anticipated activities in the common areas of the Building:

Event	Rooms used	Estimated hours/activity	Usage/activity	Frequency
Synod Council	Fellowship Hall	16	64	2/year
Synod Council	Sanctuary	1	5	2
Executive Committee	Stone Mountain/ Phoenix/Great Hall	2	8	2/year
Holding Corp	Stone Mountain/ Phoenix/Great Hall	2	8	1/year
Candidacy	Fellowship	30	120	3/year
Candidacy	Stone Mountain/ Phoenix/Great Hall	30	120	3/year
Budget & Finance	Stone Mountain/ Phoenix/Great Hall	6	24	1/year
Personnel	Stone Mountain/ Phoenix/Great Hall	4	16	2/year
Outreach Committee	Stone Mountain/ Phoenix/Great Hall	4	16	4/year
Mutual Ministry	Stone Mountain/ Phoenix/Great Hall	4	16	1/year
Staff meetings	Fellowship	5	20	12/year
Misc meetings	Room 205	6	6	20/year
Misc meetings	Stone Mountain/ Phoenix/Great Hall	4	16	6/year
Misc meetings	Sanctuary	1	5	4/year

(e) **“Monthly Operating Expense Increases”** means the increase in Operating Expenses in the then previous calendar year during the Term over the Operating Expenses of the Base Year, divided by 12.

(f) **“Monthly Operating Expenses”** means, in any particular month during a calendar year, the Operating Expenses for the previous calendar year divided by 12.

(g) **“Operating Expenses”** means St. John’s expenses for the following: (i) electricity & natural gas, (ii) HVAC service contracts, (iii) water and sewer expenses, (iv) sanitation taxes, (v) alarm system maintenance, (vi) janitorial services (other than any Synod Additional Janitorial Expenses), (vii) property insurance, (viii) pest control expenses, (ix) waste collection, (x) grounds care, (xi) routine maintenance not caused by the Synod, (xii) elevator maintenance, and (xiii) any other regular expenses associated with the normal operation of the Property that are mutually agreed from time to time.

(h) **“Synod Additional Janitorial Expenses”** means any janitorial expenses requested by Synod in excess of five hours per week.

(i) **“Synod Share”** means the sum of 16.3% plus the product of 48.7% times the ratio that the Annual Synod Common Area Usage (as the numerator) bears to the sum of the Annual Synod Common Area Usage plus the Annual St. John’s Common Area Usage (as the denominator). Expressed as an equation, the Synod Share is:

$16.3\% + (48.7\% \times \text{Annual Synod Common Area Usage} / (\text{Annual Synod Common Area Usage} + \text{Annual St. John's Common Area Usage}))$

(j) “Usage” means for each activity in the common areas the building, the number of hours of such activity times the following numbers, which is an estimate of the electricity and natural gas usage on an hourly basis of such space in comparison to the electricity and natural gas usage of the Church Office:

Location	Factor
Room 205	1
Fellowship hall	4
Stone Mountain/Phoenix/Great Hall	4
Sanctuary	5

5.2. Operating Expense Assumptions. Calculation of the Synod Share of Operating Expenses are based on the following assumptions:

(a) 20% of the electricity and natural gas expenses of the Building is attributable to electricity and natural gas usage that occurs whether or not the Building is actually in use (“Background Usage”).

(b) As of the Execution Date, the office space for St. John’s (which includes the Cross Counseling space) (the “Church Office”) is 1,061 square feet of space.

(c) 15% of the electricity and natural gas expenses of the Building is attributable to electricity and natural gas usage associated with the Church Office.

(d) The Premises (i.e., the office space for the Synod) are 1,153 square feet of space.

(e) The electricity and natural gas usage of the Synod office space will be in proportion to the ratio of the square footage of Church Office to the square footage of the Premises. Accordingly, the electricity and natural gas usage of the Premises is 16.3% of the total (i.e., $15\% \times 1153 / 1061$).

(f) All other electricity and natural gas expenses are attributable to the activities in the common areas of the Building, which common area activities represent 48.7% of the total electricity and natural gas expenses (i.e., $100\% - 20\%$ (for Background Usage) – 15% (for Church Office) – 16.3% (for Premises) = 48.7%).

(g) On a per hour basis, activities in St. John’s sanctuary use 5 times the amount of electricity and natural gas as the Church Office.

(h) On a per hour basis, activities in a second floor meeting room use the same amount of electricity and natural gas as the Church Office.

(i) On a per hour basis, activities in the Fellowship Hall use 4 times the amount

of electricity and natural gas as the Church Office.

(j) On a per hour basis, activities in the Great Hall, Phoenix Room or Stone Mountain Room, or some combination thereof, use 4 times the amount of electricity and natural gas as the Church Office.

(k) All Operating Expenses will be allocated between the Synod and any other use of the Building in the percentages calculated for electrical and natural gas expenses.

5.3. Operating Expense Adjustment. Upon St. John's written request, the Synod shall begin to pay the Synod Share of Monthly Operating Expenses Increases plus the Synod Additional Janitorial Expenses (collectively, "**Operating Expense Adjustment**") at the same time as the payment of Base Rent. St. John's may initiate any Operating Expense Adjustments at any time and from time to time, except that (i) no Operating Expense Adjustments will be charged for any time period before January 1, 2022, (ii) St. John's may not change Operating Expense Adjustments more often than every 12 months, and (iii) any increase in Operating Expense Adjustments shall not exceed \$50.00 per month per 12 month period.

5.4. Adjustments to Calculations; Periodic Review. If the Synod or St. John's mutually agree to a different means of calculating Operating Expense Adjustments, then the parties may do so by amendment to this lease. St. John's will provide the Synod any information used by St. John's to determine the Operating Expense Adjustments upon request.

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 241 of the 15th District of DeKalb County, Georgia and being known as Lot 1, Block "10", Plat of Druid Hills and being more fully described as follows:

Begin at a nail in concrete located at the intersection of the North right-of-way of Ponce De Leon Avenue (R/W varies) (A.K.A. Ponce De Leon Avenue North) and the Southeast right-of-way of Oakdale Road (50' R/W) (said nail being the Point of Beginning). Thence from the Point of Beginning running S 79° 09' 31" E along the North right-of-way of the said Ponce De Leon Avenue a distance of 55.91 feet to a point; thence running Southeasterly along the North right-of-way of the said Ponce De Leon Avenue and following the arc of a curve to the right an arc distance of 149.30 feet (said curve having a chord bearing of S 70° 11' 12" E and a chord distance of 148.69 feet and a radius of 476.74 feet) to an iron pin (said iron pin also being the Southwest corner of Lot 2, Block "10", Plat of Druid Hills); thence leaving the North right-of-way of the said Ponce De Leon Avenue and running N 28° 26' 19" E along the Northwest property line of the said Lot 2 a distance of 433.08 feet to an iron pin located on the Southerly line of Lot 8, Block "10", Plat of Druid Hills; thence running N 60° 30' 01" W along the Southerly line of the said Lot 8, a distance of 165.30 feet to an iron pin located on the Southeast right-of-way of the said Oakdale Road; thence running S 61° 00' 03" W along the Southeast right-of-way of the said Oakdale Road a distance of 58.79 feet to a point; thence running Southwesterly along the Southeast right-of-way of the said Oakdale Road a distance of 58.79 feet to a point; continue thence running Southwesterly along the Southeast right-of-way of the said Oakdale Road and following the arc of a curve to the left and arc distance of 70.97 feet (said curve having a chord bearing of S 47° 38' 26" W and a chord distance of 70.32 feet and a radius of 152.17 feet) to a point; continue thence running S 34° 16' 50" W along the Southeast right-of-way of the said Oakdale Road a distance of 8.39 feet to a point; continue thence running Southwesterly along the Southeast right-of-way of the said Oakdale Road and following the arc of a curve to the left an arc distance of 254.32 feet (said curve having a chord bearing of S 27° 03' 50" W and a chord distance of 253.65 feet and a radius of 1009.62 feet) to a point; continue thence running S 19° 58' 13" W along the Southeast right-of-way of the said Oakdale Road a distance of 98.53 feet to an iron pin located on the North right-of-way of the said Ponce De Leon Avenue and the Point of Beginning.

Said tract or parcel containing 2.21 acres or 96,271 square feet and being known as Lot 1, Block "10", Plat of Druid Hills, and being known as 1410 Ponce De Leon Avenue according to the present system of numbering in the City of Atlanta, Georgia.

Property Address: 1410 Ponce De Leon Avenue Northeast, Atlanta, Georgia 30307

Tax Parcel No. 15 241 01 080

EXHIBIT B

FLOOR PLAN OF THE PREMISES

[See Attached]

EXHIBIT C

PUNCH-LIST

Peeling office doors

Water puddling outside the double doors leading into the first floor elevator lobby.

EXHIBIT D

FORM OF SNDA

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE
RETURNED TO:

(Space Above for Recorder's Use Only)

TAX I.D. NUMBER: _____
Address of Property: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 20__, by and between Southeastern Synod of the Evangelical Lutheran Church in America (Inc.) ("**Synod**"), St. Johns Lutheran Church ("**St. John's**") and _____ ("**Lender**").

RECITALS

WHEREAS, St. John's and the Synod are parties to a _____ dated _____ [as amended by: _____] ([collectively,] the "**Lease**"), covering certain real property, located at 1410 Ponce de Leon Avenue, NE, Atlanta, Georgia 30307 (the "**Property**"); and

WHEREAS, St. John's has executed a mortgage or deed of trust and other security instruments relating thereto (together with all renewals, modifications, consolidations, replacements and extensions thereof, collectively, the "**Mortgage**") dated _____, 20__, and recorded on _____, 20__, at Volume _____, Page _____, of the Real Estate Records of _____ County, _____, in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition of the Mortgage that the lien and security interest created thereby shall unconditionally be and remain at all times a lien or charge upon the Property, until satisfied or otherwise released, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to ensure the Synod's possession and control of the Property under the Lease upon the terms and conditions therein contained.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage, including the lien securing all future advances made thereunder.
2. St. John's represents, warrants and covenants that, as of date of this Agreement and as of the date of the recording of the Mortgage, (a) the Property is not and will not be encumbered by any (i) subordination, non-disturbance and attornment agreement, or the like, other than this Agreement or (ii) any mortgage or deed of trust other than the Mortgage, and (b) the existence of the Lease does not and will not, with notice or lapse of time or both, constitute or become a default under the Mortgage.
3. St. John's represents and warrants that as of the date of this Agreement (a) the Mortgage and all monetary and non-monetary obligations secured thereby are current, (b) St. John's is not in default under the Mortgage or any documents related thereto or executed in connection therewith, (c) St. John's has satisfied all terms and provisions of the Mortgage to date and (d) no fact or condition exists that, with notice or lapse of time or both, would become a default under the Mortgage or any documents related thereto or executed in connection therewith.
4. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgage (Lender or such other purchaser being hereinafter referred to as "**Purchaser**"), the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and the Synod upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided and, the Synod agrees to attorn to Purchaser. By virtue of such acquisition of the Property, Purchaser shall be deemed to have agreed to accept such attornment, whereupon, subject to the observance and performance by the Synod of all the terms, covenants and conditions of the Lease on the part of the Synod to be observed and performed, Purchaser shall recognize the leasehold estate of the Synod under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Purchaser were the lessor under the Lease; provided, however, that Purchaser shall not be:

- a. liable for any past act, omission, neglect, default or breach of representation or warranty of any prior landlord (any such prior landlord, including St. John's and any successor landlord, being hereinafter referred to as a "**Prior Lessor**"), provided that the foregoing shall not limit Purchaser's obligations under the Lease to correct any conditions that (i) existed as of the date Purchaser became the owner of the Property, and (ii) violate Purchaser's obligations under the Lease; provided further, however, that the foregoing shall not obligate Purchaser for any damages arising from such past act, omission, neglect, default or breach of representation or warranty of any Prior Lessor;
- b. subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of the Synod against any Prior Lessor prior to the date upon which Purchaser shall become the owner of the Property;
- c. liable for the return of rental security deposits, if any, paid by the Synod to any Prior Lessor in accordance with the Lease unless such sums are actually received by Purchaser;
- d. bound by any obligation which may appear in the Lease to construct the Improvements (as defined in the Lease);
- e. bound by any payment of rents, additional rents or other sums which the Synod may have paid more than one (1) month in advance to any Prior Lessor unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser;
- f. bound by any agreement terminating or amending or materially modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's or Purchaser's prior written consent prior to the time Purchaser succeeded to St. John's interest; or
- g. responsible for the making of repairs in or to the Property in the case of damage or destruction to the Property or any part thereof due to fire or other casualty or by reason of condemnation unless Purchaser is obligated under the Lease to make such repairs.

In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest.

5. If Lender sends written notice to the Synod to direct its rent and any other payments due under the Lease to Lender instead of St. John's, then the Synod agrees to follow the instructions set forth in such written instructions and deliver rent payments to Lender;

however, St. John's and Lender agree that the Synod shall be credited under the Lease for any such payments sent to Lender pursuant to such written notice. The Synod agrees to this provision based upon St. John's representation in Paragraph 2 above.

6. The Synod agrees to simultaneously notify Lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of St. John's under the Lease which would entitle the Synod to cancel or terminate the Lease or abate or reduce the rent payable thereunder, and the Synod further agrees that, notwithstanding any provisions of the Lease, no cancellation or termination of the Lease and no abatement or reduction of the rent payable thereunder shall be effective unless Lender has received notice of the same and has failed within thirty (30) days after both Lender's receipt of said notice and the time when Lender shall have become entitled under the Mortgage to remedy the same, provided that in the event Lender cannot commence such cure without possession of the Property, no cancellation or termination of the Lease shall be effective if Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. Notwithstanding the foregoing, nothing herein shall limit the Synod's right to exercise its self-help remedies as set forth in the Lease. Notwithstanding the foregoing, Lender shall have no obligation to cure any default by St. John's except as provided in Paragraph 4 in the event Lender shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgage.

7. All notices which may or are required to be sent under this Agreement shall be made in accordance with the Lease and shall be sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

If to the Synod: with a copy to:	
If to St. John's:	[LANDLORD TO CONFIRM CORRECT NOTICE ADDRESS] Phone: _____ (for overnight courier purposes only)
If to Lender:	[LENDER TO CONFIRM CORRECT NOTICE ADDRESS] Phone: _____ (for overnight courier purposes only)

8. The Mortgage shall not cover or encumber, and shall not be construed as subjecting in any manner to the lien thereof, any of the Synod's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Property. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.
9. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property.
10. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement, to apply or interpret any of the provisions hereof or otherwise relating to this Agreement, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs and reasonable attorneys' fees.
11. The Synod shall not be joined in any action or proceeding which may be instituted or taken by reason of or under any default by St. John's in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.
12. This Agreement shall not be binding upon the Synod until (a) St. John's acquisition of the Property as evidenced by a deed recorded in the appropriate county records, and (b) the Synod's receipt of a fully-executed original copy of this Agreement.
13. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Synod has caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SYNOD:

Unofficial Witness

SOUTHEASTERN SYNOD OF THE
EVANGELICAL LUTHERAN CHURCH IN
AMERICA (INC.), a North Carolina
nonprofit corporation

Notary Public
My Commission Expires: _____

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, St. John's has caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

St. John's:

ST. JOHNS LUTHERAN CHURCH, a
Georgia nonprofit corporation

Unofficial Witness

Notary Public
My Commission Expires: _____

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, Lender has caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of: LENDER:

Unofficial Witness

By: _____
Name: _____
Title: _____
Date: _____

Notary Public
My Commission Expires: _____