

LEASE AGREEMENT

THIS LEASE entered into on _____, between _____
UNITED METHODIST CHURCH ("Landlord") and _____ ("Tenant").

1. **PREMISES.** Landlord hereby leases to Tenant the following premises: Rooms _____
at _____, between the hours of _____
and _____, on the following days of the week during the lease term
_____. The Tenant shall also be entitled to
use _____ square feet of storage space at all times during the lease term in the following
Rooms _____.

2. **TERM.** The term of this Lease and the payment of rent hereunder shall start on _____
and shall end on _____. If the parties initial this line
_____, the lease shall automatically renew for an additional term of the same
length as the initial term at the end of each current term, unless either party gives contrary notice before
the end of the current term. In addition, the term may end anytime as provided herein.

3. **RENT.** Tenant shall pay to Landlord as rent for the Premises the monthly sum of _____
_____ Dollars (\$ _____) (or pro rata for a partial month) payable on the
first day of the term and the first day of every calendar month thereafter during the term. The rental may
be changed from time to time by the endorsement of the Landlord and Tenant on Schedule "A" attached
hereto.

4. **USE.** The Premises shall be used for _____ and such
purposes as may be necessary or incidental thereto, but no other purposes.

5. **INSURANCE.** Tenant will maintain, for the mutual benefit of Landlord and Tenant, general
public liability insurance against claims for personal injury, death or property damage occurring in, on or
about, the Premises and fire and extended property insurance to protect the Landlord against any loss or
other reduction in the value of the Premises. The amount of insurance shall be reasonably acceptable to
Landlord, and Tenant shall furnish Landlord on request with a Certificate of Insurance naming Landlord as
additional insured and loss payee.

6. **UTILITIES AND TAXES.** Landlord shall pay all utility bills as they become due. Tenant
shall pay all real estate taxes which may be levied against and become due or payable in respect of the
Premises as a result of Tenant's use. Landlord will pay for capital improvements, utility services, and
janitorial services for the Premises.

7. **MAINTENANCE AND REPAIRS.** Tenant will not commit or permit any waste on the
Premises resulting from use by Tenant or its invitees. Tenant will promptly pay repairs or damages to the
Premises caused by the Tenant or its invitees.

8. **INDEMNIFICATION.** Landlord shall not be liable for injury to person or property arising out of the acts, omissions or neglect of Tenant, its servants, agents, employees, visitors or licensees, or of owners or occupants of or persons on or about surrounding properties. Tenant shall indemnify and save Landlord harmless from any loss, liability or expense arising out of or in connection with the use, or misuse of the Premises by Tenant, the acts or omissions of Tenant, its licensees, servants, agents, employees or contractors, or the failure of Tenant to comply with any provision of this Lease. All property kept, stored, or maintained by Tenant in and about the Premises shall be kept, stored or maintained at the sole risk of Tenant.

9. **LAWS.** Tenant shall use the Premises in compliance with all applicable Federal, State and local laws, rules and regulations.

10. **ALTERATIONS AND SIGNS.** Tenant shall make no alterations, additions and improvements (including the placement of signs) to the Premises , and erect no signs on or about the Premises, without the consent of the Landlord.

11. **ASSIGNMENT AND SUB-LETTING.** Tenant may not make any assignment of this Lease without the prior written consent of the Landlord, which may be withheld in the sole discretion of the Landlord..

12. **TENANT'S INSOLVENCY.** Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Federal Bankruptcy Code. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant is determined to be insolvent by a Court of competent jurisdiction, other than a United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the leased Premises but shall remain liable as herein provided. Tenant shall not make any assignment for the benefit of creditors or become insolvent. The allowance of any petition under insolvency law, except under the Federal Bankruptcy Code, or the appointment of a trustee or receiver of Tenant or of its assets shall be conclusive evidence that Tenant caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. After any act described in this paragraph

occurs, this Lease shall automatically terminate upon notice by Landlord. In addition, Landlord reserves any and all other remedies provided in this Lease or in law.

13. **RIGHT AND OBLIGATION UNDER THE FEDERAL BANKRUPTCY CODE.** Upon the filing of a petition by or against Tenant under the Federal Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agrees as follows:

A. To perform each and every obligation of Tenant under this Lease including, but not limited to, the payment of all rent and expenses due Landlord in the manner as provided in this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court;

B. To reject or assume this Lease within sixty (60) days of the filing of a petition under the Federal Bankruptcy Code. Included within and in addition to any other obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following:

- (1) The cure of any monetary defaults and the reimbursement of pecuniary loss within thirty (30) days of assumption and/or assignment; and
- (2) The use of the leased Premises for the purpose as set forth in this Lease; and
- (3) The prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and
- (4) No physical changes of any kind may be to the Premises unless in compliance with the applicable provisions of this Lease.

C. To give Landlord at least thirty (30) days' prior written notice of any proceeding relating to any assumption of this Lease;

D. To give at least thirty (30) days' written notice of abandonment of the leased Premises; any such abandonment to be deemed a rejection of this Lease;

E. To give to Landlord, as adequate assurance of future performance under this Lease, cash security in an amount equal to three (3) months rent plus grant to Landlord a post-petition lien upon all of Tenant's assets approved by the United States Bankruptcy Court pursuant to Section 364(c) of the Bankruptcy Code;

F. To do all things of benefit to Landlord otherwise required under the Bankruptcy Code; and

G. To be deemed to have rejected this Lease in the event of the failure to comply with any of the above, waiving notice and hearing of the entry of same.

14. **CONDEMNATION.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid up to that day, with proportionate refund by the Landlord of such rent as may have been paid in advance.

15. **ENVIRONMENTAL MATTERS.** Tenant will use the Premises only in full compliance with all environmental protection laws. Tenant shall indemnify and hold Landlord harmless with respect to any loss, liability, or expense incurred by Landlord in connection with a violation or breach by Tenant of the foregoing.

16. **HOLDING OVER.** In the event Tenant continues to occupy the Premises after the last day of the term hereby created, or after the last day of any extension of said terms, and the Landlord elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period. Thereafter, either party may terminate this lease upon thirty (30) days or prior written notice.

17. **SURRENDER OF PREMISES.** Tenant shall, after the last day of the term or any extension thereof or upon any earlier termination of such term, surrender and yield up to Landlord the building and other improvements on such Premises in good order, condition and state of repair, reasonable wear and tear excepted.

18. **LANDLORD'S RIGHTS IN EVENT OF DEFAULT BY TENANT.** If Tenant shall fail to pay any installment of rent promptly on the day when the same shall become payable hereunder, and shall continue in such default for a period of ten (10) days after written notice thereof by the Landlord, or if Tenant shall fail to promptly keep and perform any other affirmative covenant of this Lease, strictly in accordance with the terms of this Lease and shall continue in default for a period of ten (10) days after written notice thereof by Landlord of default and demand of performance, then and in any event and as often as any such event shall occur, Landlord may declare the said term ended, and enter into said Premises demised, or any part thereof, either with or without process of law, and expel Tenant or any person occupying the same in or upon said Premises, using such force as may be necessary, and to repossess and enjoy said Premises as in the Landlord's former estate. In addition, upon an uncured Tenant default, Tenant shall be liable to Landlord for any and all of Landlord's resulting damages. In addition to the right of Landlord to cancel the Lease as above provided for in this Section and without waiver of such right, Landlord may sue Tenant for damages for non-compliance with any covenant, agreement or warranty contained in this Lease or for non-payment of any sum required to be paid by Tenant to Landlord or for specific performance of any covenant of this Lease. The waiver of any one event of default shall not be construed as the waiver of any other event of default. The acceptance of rental payments pertaining to a period already expired shall not be construed as a waiver of any event of default, including the failure to pay rent.

19. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective executors, administrators, heirs, legatees, successors and assigns.

20. **NOTICES.** All notices under this Agreement shall at the option of the sender be either served personally upon the party or parties to whom such notice is directed, or shall be mailed in a sealed envelope by first class, surface mail, postage paid, to the party to whom it is directed at the address of which the sender is reasonably advised and such mailing shall constitute full and adequate notice on the date of such mailing of the matter so mailed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

WITNESSES:

LANDLORD:

_____ (L.S.)

TENANT:

_____ (L.S.)

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SCHEDULE "A"
RENTAL ADJUSTMENTS

<u>New Monthly Rent</u>	<u>Starting Date</u>	<u>Term Ending Date</u>	<u>Landlord's & Tenant's Signatures</u>
\$ _____	_____	_____	Landlord:

By _____

Date _____

Tenant:

By _____

Date _____

\$ _____	_____	_____	Landlord:
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Landlord:

By _____

Date _____

Tenant:

By _____

Date _____

\$ _____	_____	_____	Landlord:
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Landlord:

By _____

Date _____

Tenant:

By _____

Date _____