



STATED MEETING
of the Presbytery of San Diego
February 21, 2023 - 3:00 pm

Faith Presbyterian Church

PRESBYTERY OFFICERS

Ruling Elder Lyn Lloyd Smith – Moderator
Teaching Elder Rev. Sam Codington, Vice-Moderator /Moderator Elect
Ruling Elder Frances Lin –Stated Clerk

PRESBYTERY EXECUTIVE STAFF

Teaching Elder Sean Chow, Executive Director

Please bring docket materials.

1. Commissioners requiring an excuse from the meeting should apply to the Stated Clerk via the presbytery website at www.presbyterysd.org
2. Any committee chair desiring to meet with her/his committee must make arrangements with the host facility.

Documents to download for this meeting:

1. **Docket**
2. **Minutes, November 15, 2022**

**STATED MEETING OF THE PRESBYTERY OF SAN DIEGO
Tuesday, February 21, 2023
Faith Presbyterian Church**

Docket

2:30 p.m. **Registration begins**

ASSEMBLE IN GOD’S NAME

3:00 p.m. **Call to Order & Prayer** Lyn Lloyd Smith

3:10 p.m. **Welcome by Host Pastor** Sam Codington

3:15 p.m. **Stated Clerk’s Report** Frances Lin

Declaration of a Quorum; Approval of Docket & Consent Agenda

Only a simple request is needed to remove any item from the Consent Agenda. All items removed from the Consent Agenda will be considered under the report of the committee from which the item has been removed.

ENGAGE IN GOD’S WORK & WORSHIP

3:20p.m. **Worship-**

Installation of the Teaching Elder Sam Codington as Moderator of San Diego Presbytery
Installation of the Ruling Elder Em Cummins as Vice-Moderator of San Diego Presbytery
Executive Director, Sean Chow will preach, Worship led by the Faith Presbyterian Church Worship Team.

4:00 p.m. **Committee on Ministry** Kevin Womack

4:30 p.m. **Executive Committee** Lyn Lloyd Smith

4:40 p.m. **Linda Vista Ad Hoc Committee** Greg Bostrom

4:50 p.m. **Executive Director** Sean Chow

5:00 p.m. **1001 Rep** Shawn Kang

5:10 p.m. **International Theological Seminary** James Lee

5:20 p.m. **Pension Rep** Kristin Leucht

5:30 p.m. **New Covenant** Jim Hitson

5:45 p.m. **Adjournment with Prayer** Sam Codington

Report of the Stated Clerk

The Stated Clerk reports the following:

1. That pursuant to the Presbytery *Manual of Operations, Part I*, the following will be the corporate officers of the Presbytery in 2023:

President – Executive Committee Moderator –Lyn Lloyd Smith
 Vice-President – Executive Committee Vice-Moderator –
 Secretary – Stated Clerk of the Presbytery – Frances Lin
 Treasurer – Chair of the Budget Property & Finance –Jim Rauch

2. **Imbalance report:**

That the following is the imbalance report for 2023 (based on 12/31/21 totals):

Teaching Elder (Minister) members eligible to participate in Presbytery	111
Less Teaching Elders not participating in Presbytery	55
Net Teaching Elders participating	56
Ruling Elder commissioners determined by church membership	48
Ruling Elder members by office or CRE status with vote**	8
Net Ruling Elder participants	56
Net imbalance (ruling elders over teaching elders)	0

There are currently 111 Teaching Elder (Minster of Word and Sacrament) members of Presbytery; but 55 have been deemed to have “not participated” by virtue of not attending any of the meetings in 2022. They are subtracted from the number of those participating for the purpose of determining the imbalance. This calculation leaves 56 teaching elders active in the presbytery.

Based on 2021 statistics (the last full year with official reporting), each congregation of SanDiego Presbytery is entitled to one (1) elder commissioner with the following exceptions:

La Jolla	5
Oceanside	2
Village	4
First San Diego	2
San Diego Korean	2
Palisades	2
Point Loma Community	3
Rancho Bernardo	3
Solana Beach	4

** In addition to the ruling elders representing each congregation, the following ruling elders are enrolled as members of Presbytery based upon their election to office for 2023.

Presbytery Vice Moderator – Em Cummins (Point Loma)
Executive Committee Chair – Lyn Lloyd-Smith (Village)
Cyclical Chair – Gresham Bayne (Point Loma)
Human Resources Committee Chair – Cheryl Kosits (First, San Diego)
At-Large to Executive Committee – Judy Enns (Solana Beach)
At-Large to Executive Committee – Delores McNeely (Christ United)

Commissioned Ruling Elders (CRE) with Presbytery membership and vote are:
Jpetul J’ernantes (Solana Beach)
William Tut (Sudanese)

3. **Necrology Report:**

The following is the necrology report for members of San Diego Presbytery in 2022:

- Rev. Dr. Jim Hagelganz passed away on October 15, 2022.
4. The offering collected at the Presbytery meeting Nov. 18 2022 was given to New Day.
 5. The Stated Clerk’s office received the notice from the Presbytery Legal Counsel, Mike Williams, that the dissolution of the Linda Vista Corporation has been completed as of December 8, 2022 (Attachment A)
 6. All official correspondence and communications received since the last meeting have been referred to the appropriate governing body, committee, commission or staff in accordance with the Manual of Operations, Part I.

Frances Lin, Stated Clerk

Consent Agenda

The Stated Clerk recommends the following:

1. That the proposed minutes of the Presbytery Stated meeting on November 15, 2022 be approved.
2. The Nominating Committee nominates the following members to serve, be approved.
HR:
Cheryl Kosits-RE- First Presbyterian (Chair)
Lee Hemanowski-RE-Solana Beach
Geoff Kohler-TE-Rancho Bernardo

3. Cyclical Committee recommends that Anchor City NWC will be Anchor and Hope NWC.
4. The proposed amendment to G-3.0303c, Relations With Sessions, to authorizes presbyteries to establish minimum requirements for severance packages in terms of call, be approved.
5. The proposed amendment to G-3.0401, Composition And Responsibilities, to authorizes synods to enroll those serving terms in elected offices of the synod as additional members of the synod as a way to fulfill principles of participation and representation, be approved.
6. The proposed amendment to G-4.0301, Trust And Confidentiality, to expands and clarifies “confidentiality” requirements for ministers and commissioned pastors, be approved.
7. The proposed amendment to W-3.0205, Confession And Forgiveness, to add administration of the sacrament of Baptism to the list of appropriate actions following the proclamation of forgiveness in a service of worship, be approved.
8. The proposed amendment to W-3.0409, Theology Of The Lord’s Supper, to add “when appropriate” to the recommended act of providing an invitation to baptismal preparation for those who come to the table who are unbaptized, be approved.
9. The proposed amendment to W-3.0414, Communion, to remove the current requirement that a minister of the Word and Sacrament lead the prayer of thanksgiving that concludes the Lord’s Supper liturgy, be approved.
10. The proposed amendment to W-4.0403, Order Of Worship, to add a sentence about “signs and symbols of blessing” to the section on ordination and installation services, be approved.
11. The proposed amendment to W-5.0104, Household Worship, to add a sentence on the importance of household worship in faith formation in the Reformed tradition, be approved.
12. The proposed amendment to W-5.0104, Household Worship, to add an additional paragraph to the existing section on household worship, be approved
13. The proposed amendment to W-5.0201, The Church’s Ministry Within The Community Of Faith, to add “discipleship” to a list of the Church’s ministries that are connected to its worship, and to add references to statements in the Foundations of Presbyterian Polity, be approved.
14. The proposed amendment to W-5.0204, Pastoral Care, to add “particular specialized pastoral care” rather than adding to an existing list of such specialties, be approved.

15. The proposed amendment to W-5.0204, Pastoral Care, to add clarifying language in a section on “services of wholeness” to better express a Reformed understanding of those services, be approved
16. The proposed amendment to D-3.0106, When Jurisdiction Ends, to allow a disciplinary process to continue after an accused has renounced jurisdiction, be approved.
17. The proposed amendment to D-10.0302, If Charges Are To Be Filed, a grammatical change an existing provision of the Rules of Discipline, be approved.
18. The proposed amendment to D-10.0303, Petition for Review, to amend the current Rules of Discipline to include notifying the person accused if no charges will be filed (instead of just the person(s) who made the accusation), be approved.
19. The proposed amendment to *change* “the accused” to “the person accused” wherever it occurs in the current rules of Discipline, be approved.
20. The proposed change on the *Manual of Administrative Operation* to replace “Executive Presbyterian” with “Executive Director”, be approved.

REPORTS

- Orange Avenue AC report (Attachment B)
- Executive Director Report (Attachment C)

Business to be presented and/or VOTED on the floor

1. Committee on Ministry Recommends the following:

- Approval of the transfer of membership of the Rev. David Rodriguez from the Twin City Presbytery. (Attachment D for Statement of Faith)
- Approval for the Ruling Elder Carl Steel from Brawley Presbyterian Church to officiate the service of communion for both Brawley Presbyterian Church and Westmorland Presbyterian Church for the month of March, April and May 2022.

2. Executive Committee Report:

- Pursuant to the action taken by the Presbytery on September 20, 2022, the Presbytery authorizes an ad-hoc Committee to remain in force until December 31, 2025 to serve as consultants with Ebenezer and LJPC regarding these or related issues:
 - i) determination of usage schedule (rooms and times)
 - ii) resolution of conflict between lessees

- iii) addressing property issues involving other parties (neighbors, lessees, government, etc.)
- iv) recommending capital expenses for repair (see recommendation #5)
- v) other duties for which BPF is responsible, when so delegated by BPF
- vi) an annual review of the finances.

Any actions taken shall be reported to the Budget, Property, & Finance Committee. This ad hoc Committee shall report annually to the presbytery in fall 2023 and 2024. In fall 2025, the ad-hoc Committee shall provide the Presbytery with recommendations for future ministry and mission in Linda Vista after a review with Ebenezer Church and La Jolla Presbyterian Church. Such recommendations may include renewal of 2022 recommendations, in whole or in part. Members of this ad hoc Committee were appointed by the Moderator in consultation with the Stated Clerk. They are:

Greg Bostrom-TE, Christ United
Steve Awe-RE, Pacific Beach
Jim Rauch-TE, At Large
Laura Metzger- RE, Village
Rob Hanna- RE, Point Loma.

- The EC continues to work on actions reported to the Presbytery at the November 2022 meeting regarding Anchor City NWC.

3. Linda Vista Ad Hoc Committee Report (Attachment E)

Motion: Approval of the lease and lease extension between the Presbytery and Ebenezer NWC, and the lease between the Presbytery and Young Nak church.



Secretary of State
Nonprofit Certificate of Dissolution
(California Nonprofit Corporation ONLY)

DISS NP

For Office Use Only
-FILED-
File No.: BA20221241169
Date Filed: 12/8/2022

There is **No Fee** for filing a Nonprofit Certificate of Dissolution
Certification Fee (Optional) - \$5.00

Attorney General Letter: All nonprofit **public benefit** and **religious** nonprofit corporations are required to get a letter from the California Attorney General's office waiving objections to the nonprofit corporation's distribution of assets, or confirming the nonprofit corporation has no assets. If your corporation is a public benefit or religious corporation, you **must** attach that letter to this Nonprofit Certificate of Dissolution

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the nonprofit corporation as it is recorded with the California Secretary of State.)
LINDA VISTA PRESBYTERIAN CHURCH

2. Secretary of State Entity Number

201057

3. Election

The dissolution was made by a vote of **ALL** of the members, or if there are no members, by a vote of **ALL** of the directors of the California nonprofit corporation.

Note: If the above box is **not** checked, a **Nonprofit Certificate of Election to Wind Up and Dissolve** (Form ELEC NP) must be filed prior to or together with this Nonprofit Certificate of Dissolution. (California Corporations Code sections 6611, 8611, 9680 and 12631.)

4. Debts and Liabilities

(Check the applicable statement. Only **one box** may be checked. If second box is checked, you must include the required information in an attachment.)

- The known debts and liabilities have been actually paid or paid as far as its assets permitted.
- The known debts and liabilities have been adequately provided for in full or as far as its assets permitted by their assumption. Included in the **attachment** to this certificate, incorporated herein by this reference, is a description of the provisions made and the name and address of the person, corporation or government agency that has assumed or guaranteed the payment, or the depository institution with which deposit has been made.
- The nonprofit corporation never incurred any known debts or liabilities.

5. Required Statements (Do not alter the Required Statements – **ALL** must be true to file Form DISS NP.)

- a. The nonprofit corporation has been completely wound up and is dissolved.
- b. All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.
- c. For Mutual Benefit or General Cooperative Corporations ONLY: The known assets have been distributed to the persons entitled thereto or the nonprofit corporation acquired no known assets.

6. Read, Verify, Date and Sign Below (Do not use a computer generated signature.)

The undersigned is the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

8/30/2022
Date

Greg Bostrom
Signature

Rev. Greg Bostrom, President
Type or Print Name

11/30/2022
Date

James Rauch
Signature

Rev. James Rauch
Type or Print Name

Date

Signature

Type or Print Name

B1253-3623 12/08/2022 5:00 PM Received by California Secretary of State

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



1300 I Street
P.O. Box 903447
Sacramento, CA 94203-4470
(916) 210-6400 Extension 8
Fax: (916) 444-3651
Dissolution@doj.ca.gov

October 5, 2022

LINDA VISTA PRESBYTERIAN CHURCH
c/o MICHAEL E. WILLIAMS
4407 Manchester Ave. Suite 203B
Encinitas, California 92024

State Charity Registration Number:

RE: Dissolution of LINDA VISTA PRESBYTERIAN CHURCH

Dear Directors:

We have reviewed the request relating to the proposed dissolution of the corporation. Based on the representations made in that request and on the content of the supporting documents submitted, the Attorney General's office confirms, pursuant to California Corporations Code sections 6615(b)(2) and 9680, that the corporation may dissolve.

The corporation may proceed to submit its certificate of election to wind up and dissolve to the California Secretary of State.

NOTE: After the Secretary of State has endorsed the corporation's Certificate of Dissolution, please submit an endorsed-filed copy of the Certificate to the Registry of Charitable Trusts at the address set forth above to complete the dissolution process.

If you have any questions, within thirty (30) days of the date of this letter, you may email us: Dissolution@doj.ca.gov. Alternatively, you may call **(916) 210-6400 Extension 8** to leave a voicemail and a staff member will respond within three working days. Forms, instructions, guides, and answers to frequently asked questions are available on our website: oag.ca.gov/charities

Sincerely,

Registry of Charitable Trusts

For
ROB BONTA
Attorney General

**Report of Administrative Commission to
Dissolve Orange Avenue Community Church**

The Administrative Commission (AC) to dissolve the Orange Avenue Community Church (OACC) elected at the November 15, 2022, meeting of the Presbytery has begun its work. The AC was assisted by Sean Chow and Frances Lin when requested. A limited number of individuals remain in the Presbytery with knowledge of the functioning of OACC after it became a chartered congregation of the Presbytery. The search for records has provided limited results.

The AC will continue its work and anticipates a complete report at the Presbytery's May 16, 2023, meeting.

Ruling Elder Maurice Caskey

Moderator, Administrative Commission

Executive Director Report February 2023

Vision: We are spiritual, missional, and relational leaders assisting and supporting congregations to become communities of faith, hope, love, and witness.

Mission: We move toward our Vision by *Planting* churches, *Vitalizing* churches, *Discerning* with churches, and *Aligning* our polity to be more mission focused.

In the past three months:

- Met, prayer for, and engaged with many pastors and churches.
- Preached at Christ United, First Presbyterian Church San Diego, Palisades Presbyterian, Taiwanese Presbyterian Church of San Diego, Faith Presbyterian, and First Presbyterian Church El Cajon.
- Keynoted the Presbytery Leadership Event
- Toured the Presbytery owned properties with the Real Estate Task Force
- Attended the Synod Assembly and met with other Executive Presbyters in our Synod.
- Begun employee reviews.
- Attended presbytery committee meetings as ex-officio.
- Met with the Advisory Cabinet formed by the Presbytery.
- Begun planning for the evaluation of Cyclical SD with results due to be presented at September Presbytery meeting.

My goal is to be a resource for your church. This may be to attend your worship service(s) to bring a *brief* word of greeting from the Presbytery and mingle with your congregation after services. I would also be available to meet with Sessions to discuss how we can bring resources to your church as it seeks to faithfully serve God. If you are looking for me to guest preach at your church, I would be honored.

Tell us what God is doing in your church and community. As I go from church to church, there are incredible stories of what God is doing in your church and community. We need to share these stories with one another. Please tell us your story so that we can share it with everyone else. If you have an event that you would like the Presbytery to know about, send me an email. We will be sending out a Presbytery Newsletter at the end of the month. Is there something that you would like included? Send it to me before the 20th of the month.

Are you interested in getting the tools to start new ministries? Next week, Monday, February 27th we will be hosting an Exploring Missional Leadership event at Ebenezer Church in Linda Vista (10-2). This event is led by Michael Gehrling, the 1001 New Worshiping Communities Associate for Assessments. He will give you tools and insights on how to put ideas into practice. This is an event for Pastors, church leaders, and congregations members who are looking to explore the possibilities that God may have for them or their church.

Attachment D

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Statement of Faith

Rev. David Rodriguez

I have faith in the Triune God. God is revealed as Father, Son, and Holy Spirit. God created the universe good and God grieves that sin has entered creation and threatens to destroy it. God has taken the initiative to reach out to the world to redeem, save and heal creation by entering our world through God the Son.

I have faith in God the Son. He became incarnate by the Holy Spirit and He was born of the Virgin Mary and was named Jesus. Jesus is fully divine and fully human. He is the Lord, Savior, and Messiah that God promised to send. Because Jesus is fully human, He experienced the same pain, suffering and temptations that we have. Because He is fully divine, Jesus is able to be the perfect and eternal sacrifice for our sins and bring us into God's presence. Jesus died on the cross for our sins; He rose from the dead; and He sits at the right hand of God the Father Almighty. Jesus is my Lord and my Savior.

I have faith in God the Holy Spirit. The Holy Spirit empowers me, comforts me, prays for me, equips me to serve God, and enables me to live as a child of God in obedience to Jesus Christ.

I believe in the Church. It is one, holy, apostolic, and catholic. The Church is the covenant family of God. The head of the Church is Jesus Christ. Its source of power and unity is the Holy Spirit.

I believe in the Sacraments of Baptism and the Lord's Supper. The Sacraments were instituted by God as a sign and seal of God's forgiveness, grace, and eternal life. Jesus is spiritually present in them. They cause me to repent, to experience God's forgiveness and grace, and to be assured of my salvation and right relationship with God. The Lord's Supper is spiritual food that nurtures God's people. Baptism is for believers and the children of believers. In baptism, we are marked as God's children and we demonstrate our faith to the world.

I believe in the Scriptures. They are the Word of God and witness to Jesus Christ. They are holy and inspired by the Holy Spirit. They are the ultimate authority for faith and life. They convict me of my sin, help me to live a godly life, and they order society. The Scriptures guide me as I seek to be a faithful steward of all of God's blessings.

I believe that the Confessions of the Presbyterian Church (USA). They are authentic and reliable expositions of what Scripture leads me to believe and do. I am instructed and led by the confessions as I lead the people of God.

I believe in the transforming work of God. I am a forgiven sinner who has been justified by God's grace in Jesus Christ through faith. I am being transformed into the image of Christ and I am becoming the person that God created me to be.

EXTENSION OF LEASE

This Agreement is entered into by and between The Presbytery of San Diego, acting through its agent Ebenezer Church, a religious non-profit California Corporation (who is the successor in interest of Linda Vista Presbyterian Church), hereinafter “Lessor,” and San Diego Palabra De Vida, Inc., hereinafter “Lessee.”

RECITALS

- A. On or about April 2, 2018, Lessor and Lessee entered into a Lease for the premises located at 2130 Ulric Street, San Diego, California (hereinafter referred to as “the Lease”);
- B. As part of the Lease, the Lessee had the option to renew the term of the Lease, after its initial term, for two (2) 12-month terms. Both options have been exercised by Lessee and under the provisions of the Lease, the term of the Lease shall expire on March 31, 2023;
- C. Lessee has expressed an interest in executing a new lease for the aforementioned premises and Lessor has expressed an interest in leasing the premises to Lessee;
- D. However, the parties recognize that a new lease may not be executed by the parties hereto before the termination date of the Lease;
- E. Paragraph 17(C) of the Lease requires that any amendment made to the Lease shall be in writing between the parties; and,
- F. Accordingly, both parties desire to extend the current Lease.

NOW, THEREFORE, Lessor and Lessee agree as follows:

- 1. The Recitals stated above are incorporated herein by this reference as though fully set forth.
- 2. Pursuant to Paragraph 17(C) of the Lease, the Lessor and Lessee agree to amend the Lease as follows:
 - A. The Lease term shall be extended for six (6) months from the termination date (March 31, 2023) of the Lease, which shall be September 30, 2023;
 - B. All references to “Linda Vista Presbyterian Church” in the Lease shall be deleted and “Ebenezer Church” shall be inserted in its place and stead, so that Ebenezer Church shall act as the agent of Lessor.
- 3. Except for the modifications set forth above, all other provisions and terms of the Lease shall remain the same and be of full force and effect.

Page 15 of 7
Executed on _____, 2023, in San Diego County, California.

“Lessor”
The Presbytery of San Diego,
a California non-profit religious corporation

By: _____

Its: _____

“Lessee”
San Diego Palabra de Vida

By: _____

Its: Authorized Agent

A. LEASE AGREEMENT

Lessor: The Presbytery of San Diego, a California religious non-profit corporation whose address is 3707 Udall Street, San Diego, Ca. 92107.

Lessee: Ebenezer Church of San Diego, Inc., a California religious non-profit corporation
2130 Ulric Street
San Diego, Ca. 92111

The Lessor and the Lessee individually are a "Party" and collectively are the "Parties" to this Lease Agreement.

Premises Address:
2130 Ulric Street
San Diego, CA 92111

1. TERM:

- A. The Initial Term of the Lease shall be for 3 years, commencing on January 1, 2023, and terminating on December 31, 2025.
 1. Either party will have the right to terminate the lease by providing 45 day written notice prior to the annual anniversary date of the lease. If neither party provides a written notice, then the lease will continue on an annual basis until the termination date.
 - ii. Lessor shall have the right, at its absolute discretion, to sell the entire Premises. Lessee shall be notified immediately upon listing the Premises for sale. Either Lessor or Lessee shall have the right to terminate the lease immediately upon the sale without prior notice to the other Party.
 - iii. Lessee shall have the right to exercise two (2) 3-year options to renew the Lease, so long as (i) Lessee is not in default under the terms of the Lease at the time the option is exercised; and (ii) the Lessee gives written notice to the Lessor of its intent to exercise the subsequent option to renew a minimum of thirty (30) days prior to the end of the Initial Term of the Lease or any option year in an extension

thereof. The Initial Term plus any options exercised comprise the **Term** of this Lease.

- B. Termination of Lease. This Agreement will remain in effect unless either party provides a notice of termination as defined in paragraph A. i. Under any circumstances, this Lease will cease no later than December 31, 2038 if both parties agree to extend the lease term as defined in A. iii.

2. RENT AND PAYMENTS:

- A. Lessee shall not pay any monetary rent for the premises.
- B. Lessor shall pay all real estate taxes that are due and shall inform Lessee of the amounts paid. Lessee shall collect all real estate taxes from the entities responsible for the payment of such taxes and is entitled to keep those amounts collected for its ministry.

3. UTILITIES:

- A. Lessee shall pay charges for water, sewer, gas, and electricity, and any shared services (*e.g.*, trash removal) used by Lessee on the Premises during the term of this Lease, unless otherwise expressly agreed in writing by Lessor and Lessee.
- B. Lessee shall have the right to collect any prorated utility expenses from other entities using the Premises and to use those payments to pay for the utilities mentioned in Paragraph 3A above.
- C. Lessee will be responsible for obtaining its own telephone, internet service and television signal service, if needed, at no cost to Lessor.

The remainder of this page is intentionally left blank.

4. SOLE PERMITTED USE:

- A. Lessee shall use and occupy the Premises only for the conduct of religious services, religious classes, missional outreach, community events, social events related to those services and classes and may determine the missional use of the Premises by other outside entities, as long as such decisions do not conflict with the use of the Premises as determined by Exhibit A, attached hereto. Lessee shall have use of the Premises in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Should there be any dispute regarding the use of the premises, the Lessor, through its delegated committee, shall determine the use of the premises. The Lessee shall use the Premises in accordance with the schedule set forth in Exhibit A, as modified from time to time, as follows:
- i. Church sanctuary, restrooms and hallways needed for access to the sanctuary and restroom facilities. Lessee will ensure the sanctuary is left in a clean and orderly condition after each such use. Lessor shall determine the priority use of the sanctuary in case of memorial services or other church-related events that are time-sensitive. Lessee agrees to pay for any damages caused by its use of the sanctuary and all other areas of the Premises.
 - ii. Fellowship Hall: Lessee has sole, exclusive use at all times, except during the time period stated in Exhibit A attached hereto and incorporated herein by this reference, that other entities may have exclusive use of the Fellowship Hall.
 - iii. Kitchen: Use of the Kitchen at any time which include events specified in Exhibit A, attached hereto, must be conducted in compliance with all San Diego City and County Health Department requirements. The Kitchen may be used on an "as requested" basis not to interfere with use by any other entity using the Premises. Use of the Kitchen shall be limited to serving prepared food; however, Lessee shall not prepare food, including chopping or slicing food items and cooking food, on the Premises. Any Kitchen containers and utensils used for food service shall be washed in hot water and left to dry prior to expiration of the time period during which food is served. This restriction on the use of the kitchen may be modified by Lessor and Lessee, as long as the use complies with all San Diego City and County Health Department requirements.
 - iv. Parking lot: Lessee may use any available parking spaces in the church parking lot during all time periods except for those time periods provided in

Exhibit A, as modified from time to time, when other entities have the right to the use of the parking lot, on a first come first served basis.

- v. Common exterior areas: Lessee may use all exterior sidewalks around the Premises for access to and from the parking lot area to the sanctuary building as necessary for operation and administration of its programs.
- B. Lessee may not use the Premises for any other purpose without the prior written consent of Lessor, which may be withheld for any reason whatsoever, even one with which others might differ.
- C. Lessee may not sub-lease any portion of the Premises to any other party.

5. LESSEE IMPROVEMENTS:

- A. Lessee shall not make any alterations, additions, or improvements, or install equipment and fixtures in or about the Premises without the prior written consent of Lessor. The request to make such changes shall identify the specific scope of the change and the identification of the licensed contractor(s), if any, that will enter the Premises to make the changes. Work may not proceed until the Lessor has provided written permission for the changes.
- B. The Lessee agrees that, upon termination of the Lease for whatever reason, any changes made to the Premises will be removed as requested by the Lessor or become the real property of the Lessor with no remuneration to the Lessee for residual value, after the expiration of the Initial Term.

6. REPAIRS AND MAINTENANCE:

- A. Lessee is responsible for all repair of damage caused by Lessee or by anyone involved in Lessee's activities on the Premises. In the event that Lessee or anyone involved in Lessee's activities damages the Premises and does not repair the damages within 10 calendar days, Lessor may repair the damages and submit the cost of such repairs to Lessee for reimbursement to Lessor. Reimbursement shall be paid to Lessor within 15 business days of presentation.
- B. Lessee is responsible for routine janitorial services of any portion of the Premises used for its activities, including clean-up of litter and leaving restrooms clean upon conclusion of each use. In addition, Lessee should remove any trash from the premises that are a result of its activities.

- C. Lessor shall keep the sanctuary building free of insects and rodents or other animals. Lessor is responsible for maintenance of the common areas and the parking lot.

- D. Lessor shall provide Lessee with one set of keys to the sanctuary building, which may be copied by Lessee as needed. All keys, including copies of the keys, shall be returned to Lessor immediately upon Termination of the Lease.

- E. Lessee shall not permit any parties other than members and guests of Lessee to enter the Premises.

7. SIGNS:

Upon Lessor's consent, Lessee may, at its own expense, place on the Premises, at locations selected by Lessee and approved by Lessor, any temporary signs that are permitted by applicable zoning ordinances and approved by Lessor. Lessee shall maintain the temporary signs in good condition and repair all damage to the Premises resulting from the removal of the temporary signs installed by Lessee. Lessee agrees to remove any temporary signs that it installed no later than the Termination of this Lease. At no time should Lessee install permanent signs.

8. INSURANCE:

- A. Lessee shall, at its sole cost and expense, purchase and keep enforced during the Lease Term, liability insurance for personal injury and workers' compensation, with the combined single limit coverage of one million dollars (\$1,000,000.00). All such insurance shall ensure the performance by Lessee of the indemnity provisions of this Lease. The Presbytery of San Diego shall be named as an additional insured on the policy. Upon request, copies of the policies shall be provided to Lessor. Lessee agrees that its insurance policy will provide to Lessor written notice of cancellation of insurance or changes in the policies no later than thirty (30) days after such event. Lessee agrees if it does not keep such insurance in full force and effect, Lessor may obtain the necessary insurance and pay the premium, and reimbursement shall be deemed to be Additional Rent. Lessee

shall also maintain insurance, at its own cost, for its personal property located on the Premises.

- B. Lessor agrees to procure and maintain throughout the term of this Lease, a policy of Commercial General Liability (CGL) insurance on the Premises in an amount and with coverage determined by Lessor, but in any event not less than one million dollars (\$1,000,000.00), insuring Lessor against liability arising out of ownership, use or occupancy of the Premises, including coverage for loss of or damage to the Premises in the full amount of its replacement value. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way to Lessee.

9. ASSIGNMENT OF LEASE:

The Presbytery of San Diego may, at any time during the Term of this Lease, transfer title to the Premises to another council of the Presbyterian Church (U.S.A.). Lessee and Lessor agree that the terms of this Lease Agreement shall remain in full force and effect with the sole exception of identification of the Lessor and parties to whom notices shall be sent by Lessee.

10. QUIET POSSESSION:

Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease, so long as Lessee is not in default in its performance of this Lease.

11. DEFAULT:

- A. In the event there is a breach by Lessee with respect to any of the provisions of this Lease or its obligations under it, including the payment of any monetary obligation, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Lessee shall have such extended period for any non-monetary breach as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect

any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided by this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessee fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessee if the failure to perform such an obligation interferes with Lessor's determination of the use of the Premises by other third parties that is not in conflict with Lessee's previously determined use of the Premises; provided, however, that if the nature of Lessee's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is commenced within such five (5) day period and thereafter diligently and continuously pursued to completion.

- B. In the event there is a breach by Lessor with respect to any of the provisions of this Lease or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct religious activities on the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is commenced within such five (5) day period and thereafter is diligently and continuously pursued to completion.

12. INDEMNIFICATION:

Lessee agrees to defend, indemnify and hold Lessor, and its directors, officers, employees and agents, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from the Lessee's

use of the Premises under this Lease. Lessor agrees to defend, indemnify and hold Lessee, and its directors, officers, employees and agents, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from the condition of the Premises under Lessor's exclusive control or from the actions of any ministry of Lessor in its use of the Premises.

13. ATTORNEY FEES:

In the event of any legal action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs and expenses.

14. HEADINGS:

All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Lease.

15. MISCELLANEOUS PROVISIONS:

- A. Time is of the essence in each provision of this Lease.
- B. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of California.
- C. Lessee shall adopt and maintain a sexual misconduct policy, and a child and youth protection policy consistent with those policies adopted and maintained by the Lessor.
- D. This Lease contains the entire agreement between the Parties and cannot be amended or modified except by written agreement.
- E. All provisions, whether covenants or conditions applying to both Parties shall be deemed as both covenants and conditions under this Lease.
- F. This lease shall not become effective until it has been approved by the Presbytery pursuant to G-4.0206(b) of the Book of Order of the PC(USA).

16. NOTICES:

Any notice required by this Lease Agreement must be in writing and shall be deemed to have been sufficiently communicated when (i) personally delivered; or (ii) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

To Lessor addressed:
Stated Clerk
Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107

To Lessee addressed:
Ebenezer Church of San Diego, Inc.
2130 Ulric Street
San Diego, CA. 92111
Attn: _____<:>

This Lease Agreement shall become effective on the date first stated above.

By: Lessor
Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107
Stated Clerk

By: Lessee
Ebenezer Church of San Diego Inc.
2130 Ulric Street
San Diego, CA 92111
Attn: _____

By:

Its: _____

—

LEASE AGREEMENT

Lessor: The Presbytery of San Diego, a California religious non-profit corporation whose address is
3707 Udall Street,
San Diego, CA. 92107.

Lessee: Korean Young-Nak Presbyterian Church of San Diego, Inc., a California religious non-profit corporation
2130 Ulric Street
San Diego, CA 92111

The Lessor and the Lessee individually are a "Party" and collectively are the "Parties" to this Lease Agreement.

Premises Address:
2130 Ulric Street
San Diego, CA 92111

1. TERM:

- A. The Initial Term of the Lease shall be for 3 years, commencing on January 1, 2023, and terminating on December 31, 2025.
- i. Either party will have the right to terminate the lease by providing 45 day written notice prior to the annual anniversary date of the lease. If neither party provides a written notice, then the lease will continue on an annual basis until the termination date.
 - ii. Lessor shall have the right, at its absolute discretion, to sell the entire Premises. Lessee shall be notified immediately upon listing the Premises for sale. Either Lessor or Lessee shall have the right to terminate the lease immediately upon the sale without prior notice to the other Party.
 - iii. Lessee shall have the right to exercise two (2) 3-year options to renew the Lease, so long as (i) Lessee is not in default under the terms of the Lease at the time the option is exercised; and (ii) the Lessee gives written notice to the Lessor of its intent to exercise the subsequent option to renew a minimum of thirty (30) days prior to the end of the Initial Term of the Lease or any option year in an extension thereof. The Initial Term plus any options exercised comprise the **Term** of this Lease.
- B. Termination of Lease. This Agreement will remain in effect unless either party provides a notice of termination as defined in paragraph A. i. Under any

circumstances, this Lease will cease no later than December 31, 2031, if both parties agree to extend the lease term as defined in A. iii.

2 RENT AND PAYMENTS:

- A. Lessee shall not pay any monetary rent for the premises; however, Lessor retains the right to charge rent, which shall be negotiated between Lessor and Lessee prior to any exercise of the option to renew the Lease as provided in Paragraph 1(A)(iii) above.
- B. At the discretion of the Lessor, Lessee may be required to pay for any capital improvements to the Premises that benefits the Lessee.

3. UTILITIES:

- A. During the Initial Term of this Lease, Lessee shall not pay charges for any water, sewer, gas, electricity and any shared services (e.g. trash removal). However, Lessor retains the right to charge Lessee for the aforementioned utilities and services, which shall be negotiated between Lessor and Lessee prior to any exercise of the option to renew the Lease as provided in Paragraph 1(A)(iii) above.
- B. Lessee will be responsible for obtaining its own telephone, internet service and television signal service, if needed, at no cost to Lessor.

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4. SOLE PERMITTED USE:

A. Lessee shall use and occupy the Premises only for the conduct of religious services, religious classes and social events related to those services and classes as long as such use does not conflict with the use of the Premises as determined by Exhibit A, attached hereto. Lessee shall have use of the Premises in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Requests for additional use of the Premises shall be made to the staff of Ebenezer Church, which has been delegated the authority to determine use of the Premises by the Lessor. The Lessee shall use the Premises in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein by this reference, as modified from time to time, as follows:

- i. Fellowship Hall, restrooms, and hallways needed for access to the Fellowship Hall: Lessee has use of the Fellowship Hall during the time period stated in Exhibit A attached hereto and incorporated herein by this reference. Lessee shall ensure the Fellowship Hall is left in a clean and orderly condition after each such use. Lessee agrees to pay for any damages caused by its use of the Fellowship Hall and all other areas of the Premises.
- ii. Church Sanctuary, restrooms and hallways needed for access to the Sanctuary and restroom facilities (when approved for additional use as provided in Paragraph 4(A) above): Lessee will ensure the sanctuary is left in a clean and orderly condition after each such use. Lessee agrees to pay for any damages caused by its use of the sanctuary and all other areas of the Premises.
- iii. Kitchen: Use of the Kitchen at any time which include events specified in Exhibit A, attached hereto, must be conducted in compliance with all San Diego City and County Health Department requirements. The Kitchen may be used on an "as requested" basis not to interfere with use by any other entity using the Premises. Use of the Kitchen shall be limited to serving prepared food; however, Lessee shall not prepare food, including chopping or slicing food items and cooking food, on the Premises. Any Kitchen containers and utensils used for food service shall be washed in hot water and left to dry prior to expiration of the time period during which food is served. This restriction on the use of the kitchen may be modified by Lessor and Lessee, as long as the use complies with all San Diego City and County Health Department requirements.
- iv. Parking lot: Lessee may use any available parking spaces in the church parking lot during all time periods except for those time periods provided in Exhibit A, as modified from time to time, when

other entities have the right to the use of the parking lot, on a first come first served basis.

- v. Common exterior areas: Lessee may use all exterior sidewalks around the Premises for access to and from the parking lot area to the sanctuary building as necessary for operation and administration of its programs.
- B. Lessee may not use the Premises for any other purpose without the prior written consent of Ebenezer Church, which may be withheld for any reason whatsoever, even one with which others might differ. However, should there be any dispute between Lessee and Ebenezer Church regarding the use of the Premises, the Lessee may appeal to the Lessor who, through its delegated committee, shall determine the use of the Premises.
- C. Lessee may not sub-lease any portion of the Premises to any other party.

5. LESSEE IMPROVEMENTS:

- A. Lessee shall not make any alterations, additions, or improvements, or install equipment and fixtures in or about the Premises without the prior written consent of Lessor. The request to make such changes shall identify the specific scope of the change and the identification of the licensed contractor(s), if any, that will enter the Premises to make the changes. Work may not proceed until the Lessor has provided written permission for the changes.
- B. The Lessee agrees that, upon termination of the Lease for whatever reason, any changes made to the Premises will be removed as requested by the Lessor or become the real property of the Lessor with no remuneration to the Lessee for residual value, after the expiration of the Initial Term.

6. MAINTENANCE OF THE PREMISES:

- A. Lessee is responsible for all repair of damage caused by Lessee or by anyone involved in Lessee's activities on the Premises. In the event that Lessee or anyone involved in Lessee's activities damages the Premises and does not repair the damages within 10 calendar days, Lessor may repair the damages and submit the cost of such repairs to Lessee for reimbursement to Lessor. Reimbursement shall be paid to Lessor within 15 business days of presentation.
- B. Lessee is responsible for routine janitorial services of any portion of the Premises used for its activities, including clean-up of litter and leaving

restrooms clean upon conclusion of each use. In addition, Lessee should remove any trash from the premises that are a result of its activities.

- C. Lessor shall keep the sanctuary building free of insects and rodents or other animals. Lessor is responsible for maintenance of the common areas and the parking lot.
- D. Lessor shall provide Lessee with three (3) sets of keys to the sanctuary building, which may not be copied by Lessee, without the express written consent of Lessor. All keys, including copies of the keys, shall be returned to Lessor immediately upon Termination of the Lease.
 - i. Lessee shall not permit any parties other than members and guests of Lessee to enter the Premises.

7. SIGNS:

Upon Lessor's consent, Lessee may, at its own expense, place on the Premises, at locations selected by Lessee and approved by Lessor, any temporary signs that are permitted by applicable zoning ordinances and approved by Lessor. Lessee shall maintain the temporary signs in good condition and repair all damage to the Premises resulting from the removal of the temporary signs installed by Lessee. Lessee agrees to remove any temporary signs that it installed no later than the Termination of this Lease. At no time should Lessee install permanent signs.

8. INSURANCE:

- A. Lessee shall, at its sole cost and expense, purchase and keep enforced during the Lease Term, liability insurance for personal injury and workers' compensation, with the combined single limit coverage of one million dollars (\$1,000,000.00). All such insurance shall ensure the performance by Lessee of the indemnity provisions of this Lease. The Presbytery of San Diego shall be named as an additional insured on the policy. Upon request, copies of the policies shall be provided to Lessor. Lessee agrees that its insurance policy will provide to Lessor written notice of cancellation of insurance or changes in the policies no later than thirty (30) days after such event. Lessee agrees if it does not keep such insurance in full force and effect, Lessor may obtain the necessary insurance and pay the premium, and reimbursement shall be deemed to be Additional Rent. Lessee shall also maintain insurance, at its own cost, for its personal property located on the Premises.
- B. Lessor agrees to procure and maintain throughout the term of this Lease, a policy of Commercial General Liability (CGL) insurance on the Premises in an amount and with coverage determined by Lessor, but in any event

not less than one million dollars (\$1,000,000.00), insuring Lessor against liability arising out of ownership, use or occupancy of the Premises, including coverage for loss of or damage to the Premises in the full amount of its replacement value. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way to Lessee.

9. ASSIGNMENT OF LEASE:

The Presbytery of San Diego may, at any time during the Term of this Lease, transfer title to the Premises to another council of the Presbyterian Church (U.S.A.). Lessee and Lessor agree that the terms of this Lease Agreement shall remain in full force and effect with the sole exception of identification of the Lessor and parties to whom notices shall be sent by Lessee.

10. QUIET POSSESSION:

Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease, so long as Lessee is not in default in its performance of this Lease.

11. DEFAULT:

- A. In the event there is a breach by Lessee with respect to any of the provisions of this Lease or its obligations under it, including the payment of any monetary obligation, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Lessee shall have such extended period for any non-monetary breach as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided by this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessee fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessee if the failure to perform such an obligation interferes with Lessor's determination of the use of the Premises by other third parties that is not in conflict with Lessee's previously determined use of the Premises; provided, however, that if the nature of Lessee's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is

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B. In the event there is a breach by Lessor with respect to any of the provisions of this Lease or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct religious activities on the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is commenced within such five (5) day period and thereafter is diligently and continuously pursued to completion.

12. INDEMNIFICATION:

Lessee agrees to defend, indemnify and hold Lessor, and its directors, officers, employees and agents, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from the Lessee's use of the Premises under this Lease. Lessor agrees to defend, indemnify and hold Lessee, and its directors, officers, employees and agents, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from the condition of the Premises under Lessor's exclusive control or from the actions of any ministry of Lessor in its use of the Premises.

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In the event of any legal action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs and expenses.

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- C. Lessee shall adopt and maintain a sexual misconduct policy, and a child and youth protection policy consistent with those policies adopted and maintained by the Lessor.
- D. This Lease contains the entire agreement between the Parties and cannot be amended or modified except by written agreement.
- E. All provisions, whether covenants or conditions applying to both Parties shall be deemed as both covenants and conditions under this Lease.
- F. This lease shall not become effective until it has been approved by the Presbytery pursuant to G-4.0206(b) of the Book of Order of the PC(USA).

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To Lessor addressed:
Stated Clerk
Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107

To Lessee addressed:
Korean Young-Nak Presbyterian Church of San Diego, Inc.
2130 Ulric Street
San Diego, CA. 92111
Attn: _____<:>

This Lease Agreement shall become effective on the date first stated above.

By: Lessor
Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107
Stated Clerk

By: _____

Its: _____

By: Lessee
Korean Young-Nak Presbyterian
Church of San Diego Inc.
2130 Ulric Street
San Diego, CA 92111

By: _____

Its: _____

Its: _____