

PRESBYTERY OF SAN DIEGO STATED MEETING -May 16, 2023

The standing meeting of the Presbytery of San Diego was convened by Teaching Elder Sam Codington, the Moderator, at 3:03 p.m. at First Presbyterian Church, Oceanside. He led the Presbytery in prayer. The Stated Clerk, Frances Lin, declared the quorum. Teaching Elder Mike Killeen welcomed the commissioners as the pastor of the host church. The worship was led by the Worship Team of the First Presbyterian Church, Oceanside and Teaching Elder, John Denton preached the sermon. The Executive Director Sean Chow provided an updated report and invited all the churches to the upcoming seminar on church safety. He also led the commissioners in a period of small group discussion.

ROLL: It was VOTED that the roll would be taken by card, and that those registering during the meeting, together with corresponding members, and those requesting leaves of absence (when granted) constitute the roll. A quorum was present.

	<u>CONGREGATION</u>	<u>TEACHING ELDERS</u>	<u>ECCLESIASTICAL DESIGNATION</u>	<u>RULING ELDERS</u>
1-1	Brawley, First			Carl Stills
2-1	Carlsbad, Christ Church of La Costa	G. Bostrom E. VanGieson	101 103	Marcia Griffith
3-1	Chula Vista, Chula Vista	E. Wilson-Manahan	101	Joan Stroh Irene Ainza (A)
4-1	Coronado, Graham Memorial	D. Rodriguez J. Joseph (e)	105 103	Russell Allen
5-1	El Cajon, First	K. Dawsey- Richardson	101	Nancy Williams Cindy Graham (A)
6-1	El Cajon, Fletcher Hills	K. Womack	101	Jim Reisweber Lorna McMurray (A)
7-1	Escondido, Westminster	M. Sedgwick	101	Holly Nolan Carole Ostrander (A)(e)
8-5	La Jolla, La Jolla	P. Cunningham S. Mitchell	101 103	Mary Kinyon Lynn Lansing Jen Marchesini Deanne Rohde Steve Vincent Jim Sedgwick (A)
9-1	La Jolla, Mt. Soledad	M. Watson	105	William Green
10-1	Lakeside, Community	T. Avazian	101	Gerie Morrin Linda Sunkel (A)

11-2	Oceanside, First	M. Killeen	101	Joan Anderson Brian Maynard Sue Moore (A)
12-4	Rancho Santa Fe, Village Community	J. Baca J. Cook D. R. Caughey	101 105 109	Bob Frey Laura Metzger (e) Patrick Singer Michael Williams
13-1	San Diego, Christ United	J. Farley	105	Audrey Littlefield Harriet Thompson (A)
14-1	San Diego, Faith	S. Codington	101	Nancy Harber Joe Huffaker (A)
15-2	San Diego, First	J. Armstrong J. Myers	105 103	Maurice Caskey Kirk Rogers
16-1	San Diego, Iglesia Emmanuel			Hugo Carbajal Amado Olguin (A)
17-2	San Diego, Korean	Y. H. Kang	101	John Yoo
19-1	San Diego, Mira Mesa	D. McColl	105	Gary Huber
20-1	San Diego, Northminster	J. Shirley N. Landis	101 301	Doug Gouger
21-1	San Diego, Orange Ave			
22-1	San Diego, Pacific Beach	B. Sperry	101	Steve Ritz
23-2	San Diego, Palisades	C. Carroll	101	Deanna Atherton Jennifer White
24-4	San Diego, Point Loma Community	K. Shaw	101	Marty Smith (e) Sue Skala (e) Barbett Wood
25-3	San Diego, Rancho Bernardo Community	G. Kohler M. Wasef	105 103	Corey Buckner Tony Cook
26-1	San Diego, Southeast	R. Sparling	106	Phil Bazier
27-1	San Diego, Taiwanese	Shang Nan Tsai	101	Kirk Davis Shawn Hsu (A)
28-1	San Diego, Westminster	M. Cochran	101	William Hodgkiss
29-4	Solana Beach, Solana Beach	M. McClenahan J. D. Espitia J. Nelson C. Womack	101 103 103 103	Mark Halling Ericka Southcombe Peggy Parrish Bruce Huebner (A) Steve Rossier (A)

30-1	Spring Valley, Trinity	B. Barclay	101	Jeff Hansen
31-1	Vista, Grace	J. Denton	101	Ed Paradis Scott Huston (A)
32-1	Westmorland, Community		105	Leslie Lambe Anne Mallory (A)

<u>OTHER PRESBYTERY MEMBERS and STAFF</u>		ECC DESIGNATION
Executive Director	TE Sean Chow	302
Stated Clerk	RE Frances Lin	303
Vice-Moderator	*RE Em Cummins	
*Chair Executive Committee	*RE Lyn Lloyd-Smith	
*Chair Cyclical committee	*RE Gresh Bayne (e)	
*Chair HR committee	*RE Cheryl Kosits	
*At-large member Executive Committee	*RE Delores McNeely	
*At-large member Executive Committee	*RE Judy Enns	
Office Manager	Jennifer Sedgwick	
Director, New Day Urban Ministries	Raul Palomino	

OTHER MINISTERS:

R. K. Adams	299	T. F. Johnson	299	B. Reed	299
R. E. Anderson	299	C. Kohlbray	171	E. Reynolds	645
J. Andrews	299	T. C. Lai	299	L. Rice (e)	701
R.C. Betters	299	C. S. Lee	503	J. Robertson	299
J.H. Boller, Jr.	299	C. M. Lenocker (e)	299	R. Roth	797
W. Bynagte	299	L. S. León	501	D. Satre	791
N. Byrd (e)	299	A. Y. Lin	791	D. So	171
J. Chambers	299	S. Locke	299	J. So	171
F. Collins Lower	797	T. Loney	761	W. A. Soldwisch	299
C. Cowden	797	P. Lual	299	G. Spearman	299
S.W. DeLong	299	E. McColl (e)	797	G. L. Stewart	299
A.F. Desterhaft	299	D. McElrath	299	T. Theriault	299
A. Deuel (e)	299	R. Mentze	299	H. S. Vigeveno	299
B. Franco (e)	701	J. Messervè	797	M. Wallman	299
R. Garton	299	B. Moller	299	M. Walls	299

E. Girod	299	J Moser	299	P. Weiler	299
C. Hammond	299	M. Mudgett	299	M. F. Willard, Jr.	299
K. Hatlevig	701	K. Pazan	797	A. Wirth	797
C.M. Hong	299	D. Pierson	797	T. Wolfe	299
G. Horn	797	E. Piper	797	R Yenter	299
R. Humphries	299	N. Presa (e)	797	G. Ziccardi (e)	797
K Johnson	761	J. Rauch	299	R. Ziccardi	797

Commissioned Ruling Elders:

Sudanese American
Solana Beach

William Tut*
Jpetul J'ernantes*

BOLD = Attended Meeting e = excused A = Alternate
* - Voting Member of Presbytery

Corresponding

Mark Hong - Synod

Guests Present:

Noel Muschia – Ebenezer
Angela Garber – Southeast (Clerk of Session)
Gonzalo Salinas – Emmanuel
Gin Lao – Solana Beach
Juan Pena – Emmanuel
Richard Lin – RBCPC
Isaiah Lin - RBCPC

Attendance:

Teaching Elders	36
Ruling Elders	31
Corresponding	1
Inquirers/Candidates	
Visitors/Others	9
Total	77

Report of the Stated Clerk

The Stated Clerk reports the following:

1. The offering collected at the February Presbytery Meeting was \$659 and was given to Open Table.
2. The Session Clerk's Minutes Review was conducted in March 25, 2023 at Palisades Presbyterian Church, the following churches did not participate: Southeast Presbyterian Church, Graham Memorial Presbyterian Church, and Mt. Soledad Presbyterian Church.
3. The Board of Pension is hosting a pre-retirement seminar on July 25-26 at Point Loma Community Presbyterian Church. The Registration link can be found at the Presbytery's Website under Newsworthy.
4. 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.
5. The Stated Clerk also requested that Ruling Elder Maurice Caskey be the Acting Clerk when she was examined as the candidate under CPM report.

Frances Lin, Stated Clerk

Consent Agenda

1. **The Stated Clerk recommends the following and the Presbytery voted to approve :** the proposed minutes of the Presbytery Stated Meeting on February 21, 2023, the Special Called Meeting on April 11, 2023 and the Special Called Meeting on April 27, 2023 be approved.
- 2.

Report

Orange Avenue AC report (Attachment B)

Business to be presented and/or Voted on the floor

1. **Committee on Preparation of Ministry recommended the following and the Presbytery voted:** The candidate, Frances Lin, was introduced by the Chair of CPM, Teaching Elder Jan Farley. She also opened the examination with the first question. The candidate was examined on the floor of the Presbytery by different commissioners. Teaching Elder Paul Cunningham motioned to cease the examination. The Presbytery voted affirmatively to cease the examination. Frances was ushered out of the gathering place, and the **Presbytery voted to certify Frances Lin ready to receive a call as the Minister of Word and Sacrament in PCUSA.** Her Statement of Faith is included in this docket. (Attachment A)
2. **Committee on Ministry recommended the following:**
 - The Chair of CoM, Teaching Elder Kevin Womack, reported that Frances Lin would answer a call to be the Executive Presbyter of Riverside Presbytery. He invited Frances to share about her calling

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journey. Frances Lin expressed her gratitude to all the people in San Diego Presbytery and said she looks forward to more collaborations with the people here. Teaching Elder Jan Farley led a prayer for Frances Lin.

- The Presbytery voted for the Ruling Elder Carl Steel from Brawley Presbyterian Church to officiate the service of communion for both Brawley Presbyterian Church and Westmoreland Presbyterian Church for June, July, August, and September 2023

3. Ecclesiastical Committee recommended and the Presbytery voted:

to approve the revisions in Chapter 2 and 3 regarding the responsibilities of the Stated Clerk and the Executive Director. (Attachment B)

4. BP&F Committee recommends and the Presbytery voted:

to approve the lease between Dish Wireless L.L.C. and Grace Vista Presbyterian Church. (Attachment C)

5. Orange Avenue AC recommends and the Presbytery voted:

to approve the dissolution of the Orange Avenue Presbyterian Church. (Attachment D)

6. Cyclical Committee Report

Teaching Elder Mike McClenahan spoke about things happening with some of the new worshipping communities in the Presbyteries. He also shared some videos interviewing those who are involved with the work of Cyclical Committee.

Adjournment- The Executive Director closed the meeting with a prayer at 6:25 PM

Attachment A

***Statement of Faith
Frances Lin***

I believe in the Triune God: the everlasting One, God's only begotten Son, Jesus Christ our Lord, and the Holy Spirit, sent to guide us into all truth.

I believe that the God is perfect in holiness, infinite in wisdom, measureless in power, and wondrous in mercy. God is love and therefore all that God does is loving. God demonstrated God's greatest love for all people by sending the Son to die for our sins so that we might have eternal life with God in heaven.

I believe that Jesus Christ, the Son of God, fully God and fully human, was conceived through the power of the Holy Spirit and born of the Virgin Mary, and was the incarnation of God's love for this world. He existed in one person and without sin. In obedience to his father's will, Jesus humbled himself, came to earth in human flesh, and lived a sinless life so that he could become the perfect

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sacrifice for the sins of all people. Though innocent, Jesus was arrested, tried, and convicted. He was crucified, bearing the cost of sin in his body—including my sins. He was bodily resurrected from the dead on the third day and now sits at the right hand of God, interceding for the saints. Jesus is the only way to a right relationship with God in this life and eternal life with God in the next. I believe Jesus ascended to God and will return victoriously as the king of the coming kingdom of heaven.

I believe that the Holy Spirit convicts the world concerning sin, righteousness, and judgment and leads God's people into all truth, The Spirit is our counselor, our helper, teaches us to pray, gives gifts for the common good, and intercedes on our behalf. The Spirit dwells by faith in all who confess Jesus Christ as their personal Savior and Lord, empowering them to turn from their sins, produce fruit in keeping with repentance, and live lives pleasing to God as they grow in grace and knowledge under the Spirit's direction. The Spirit helps in our weakness, enables us to understand the Scriptures, and equips us for service and witness.

I believe that the Scriptures of the Old and New Testament are God's communication to humankind, written by human beings, but directed and inspired by God through the Holy Spirit. I believe that Scripture is the authoritative rule of faith and practice. It is the unique witness to God's plan of salvation revealed in Jesus Christ. It is useful in teaching, rebuking, correcting and training in righteousness for the glory of God.

I believe that God created Adam and Eve in the image of God, distinct from all other living creatures, and in a state of original righteousness. Our first parents, representing the entire human race, sinned against God's revealed will. As a result, all human beings are born with a sinful nature that predisposes them to sin in thought, word, and deed.

Satan, sin, and the powers of evil all exist; yet all these have been defeated by God in the cross of Christ. Jesus Christ died for our sins, according to the Scriptures, as our representative and substitutionary sacrifice, triumphing over all evil. All who believe in their hearts that Jesus died to save them from a life of sin and darkness are justified by His shed blood. All who receive the Lord Jesus Christ by faith are born again of the Holy Spirit and thereby become beloved children of God. I believe I have been saved by the grace of God. By my own rebellion and sinfulness, I deserve death. Through Christ's atoning work and resurrection, I am justified before God, adopted as a child of God, a daughter of Christ, a co-heir of the kingdom of heaven and am promised life everlasting in communion with God. It is blessed good news.

I believe that the universal Church is the body of Christ and is composed of the communities of Christ's people. God, in Christ, is reconciling the world and has given God's people the ministry of reconciliation. It is our responsibility to proclaim the gospel of God's redemptive love to the ends of the earth in both word and deed.

Baptism and Communion are the two Sacraments of the church. In these two sacraments, three ordinary elements of life—water, bread, and wine—become basic symbols of our life in Christ. We are united with Christ in Baptism; at Communion we join with the saints in every age to give thanks for our salvation in Christ. In Baptism we participate in Christ's death and resurrection. We die to all that separates us from God, are cleansed in Christ's blood, and buried with him unto death, that we might rise with him and walk in newness of life. Baptism unites us with Jesus Christ and makes

us members of God's family, the church. As God's chosen people eat the bread and drink of the cup, they receive the sustaining presence of Christ, remember God's covenant promises, pledge their obedience anew, and anticipate with joy the day when Christ will return to take his faithful people to be with him throughout eternity.

I believe in the blessed hope that Jesus Christ will return to this earth, personally, visibly and unexpectedly, in power and great glory, to gather His beloved, to raise the dead, to judge the nations, and to bring His Kingdom to fulfillment. I serve in the church in order to glorify God. I seek to be faithful and obedient to God's will as I find it revealed in Scripture. Because God first received me by grace, I hope to demonstrate to the best of my ability His love to others. To God be all the glory.

Attachment B

CHAPTER TWO **OFFICERS OF THE PRESBYTERY**

I. Principal Officers

The principal officers of Presbytery are the Moderator, Vice-moderator, and Stated Clerk. All officers must reside within the bounds of the Presbytery. Those officers that are ruling elders shall be an active member of a congregation of the Presbytery.

II. Mode of Election, Terms and Duties

A. Moderator and Vice-moderator

1. The Moderator is elected at the November stated meeting of Presbytery for a term of one (1) year, to take office on the subsequent January 1. The incoming moderator and vice-moderator will be formally installed at the first meeting of that year.
 - a. The Moderator possesses the authority necessary for preserving order and for conducting efficiently the business of the Presbytery. He/she convenes and adjourns the Presbytery and may, in an emergency, convene the Presbytery by written notice at a time and place to be designated in the notice. The Moderator also performs any other duties assigned by this *Manual* and/or the Presbytery.
 - b. The Moderator creates and appoints (in consultation with the Stated Clerk and/or Presbytery attorney) members of an investigating committee (IC) upon receipt of notice from the Stated Clerk that a written statement of an alleged offense(s) has been received. The Presbytery is notified when an IC has been appointed, but not the composition or purpose (see *BoO* D-10.0103 & 10.0201).
 - c. The Moderator creates and appoints (in consultation with the Stated Clerk and/or Presbytery attorney) members of a committee of counsel upon receipt of notice from the Stated Clerk that a written statement of a complaint of a remedial offense(s) has been received from an IC. The Presbytery is notified when a committee of counsel has been appointed (see *BoO* D-6.0302 & 6.0303)
 - d. The Moderator appoints (in consultation with the Stated Clerk and Executive Director, as appropriate) members of administrative commissions, subject to approval of the Presbytery.
 - e. The outgoing Moderator becomes the Chair of the Presbytery Executive Committee beginning January 1. In the event this person cannot serve as Committee Chair, the most recent past Moderator residing within the bounds of the Presbytery becomes the Chair.
2. The Vice-moderator is elected at the November stated meeting of Presbytery for a term of one (1) year, to take office on the subsequent January 1.

- a. The Vice-moderator ordinarily will be the only nominee for Moderator presented by the Nominating Committee for the succeeding year.
 - b. The Vice-moderator serves in the absence of the Moderator or when requested by the Moderator to do so.
 3. In the absence of the Moderator and Vice-moderator, the next previous Moderator residing within the bounds of the Presbytery present shall perform the duties of the Moderator.
 4. Ordinarily, the Moderator for a year during which a General Assembly meeting will be held, is a nominee for election as a commissioner to General Assembly, or if not a commissioner, may attend General Assembly at the expense of the Presbytery. If the Moderator is unable to attend the General Assembly, the Vice-moderator ordinarily will be a nominee for commissioner.
 5. At the November stated meeting of Presbytery, the Nominating Committee presents nominations for Moderator and Vice-moderator, ordinarily alternating annually between teaching and ruling elders.
- a. Nominations are made after consideration of the following criteria:
 - i. General knowledge of the PC(USA);
 - ii. Tenure as a member of, and service to, the Presbytery;
 - iii. Availability and adaptability to serve three consecutive years in the positions of Vice-Moderator, Moderator, and Chair of the Presbytery Executive Committee;
 - iv. Commitment to the theology and polity of the Reformed tradition
 - v. Availability to serve as a commissioner to stated and special meetings of the General Assembly;
 - vi. General knowledge of parliamentary procedures; and
 - vii. A commitment to the PC(USA).
 - b. Nominations for Moderator and Vice-moderator may be made from the floor with the consent of the individual to be nominated.
 - c. In the notice of the November stated meeting that is posted on the Presbytery web site, the Stated Clerk includes written statements or printed material regarding the Vice-moderator nominee(s), and the Moderator nominee(s) if not currently serving as Vice-moderator.

B. Stated Clerk

1. The Stated Clerk is elected at a November stated meeting of the Presbytery and serves for a term of three (3) years, beginning January 1 following his/her election. A new Stated Clerk is elected to fill partial terms as described below. The Stated Clerk may be either a teaching or ruling elder. When the individual is a teaching elder, this is a validated ministry when the individual is not serving in an installed position in a congregation.
 - a. Whenever a vacancy occurs in the office of the Stated Clerk, or when the Stated Clerk Evaluation Committee recommends that the incumbent not be reelected to another term, the Presbytery elects a Stated Clerk Search Committee. This special committee is responsible to the Presbytery to nominate a successor.
 - b. The Stated Clerk Search Committee consists of five (5) members, with at least two (2) each teaching and ruling elders. It identifies and evaluates potential candidates for the position after advising the Presbytery of the individual to whom suggestions and applications should be submitted. It accepts suggestions and applications for a period of not less than 30 days after it has posted notice of the open position.
 - c. The Stated Clerk Search Committee presents a nomination to the Presbytery for election to a full 3-year term. A newly elected Stated Clerk, if a teaching elder that is not a member of this Presbytery, is approved for membership in the Presbytery as described in section III of Chapter 1 of this *Manual*, upon installation in the position.
2. The duties of the Stated Clerk are those specified at *BoO* G-3.0104 and G-3.0305 and any other requirements of the *BoO* and this *Manual*, to include:
 - a. Providing the Executive Committee and the Presbytery with polity guidance regarding the *BoO*, interpretation of this *Manual*, and application of Robert's Rules of Order;
 - b. Reporting to Presbytery the receipt, disposition and/or referral of all correspondence and communications to the Presbytery;
 - c. Arranging with host churches for the logistics of Presbytery meetings;
 - d. Preparing and sending official correspondence directed by the Presbytery;
 - e. Conducting training for session clerks at least annually, in cooperation with the Ecclesiastical Committee;
 - f. Preparing with input from the Leadership Subcommittee of Executive Committee and the Executive Director, the docket for that Committee's meetings;
 - g. Maintaining a record of all standing committees of Presbytery, copies of minutes of their meetings, and rosters of their membership;

- h. Serves ex-officio without vote and supports the standing committees of the Presbytery as identified by this *Manual*;
- i. Advises administrative commissions for new church developments on the ecclesiastical and secular (corporate) tasks that must be completed prior to a new congregation becoming a stand-alone, member church of this Presbytery;
- j. Providing for the permanent safekeeping of the Presbytery's records, including transfer to the Presbyterian Historical Society; providing for safekeeping of records from any church of the Presbytery for which the congregation is dissolved;
- k. Directing the activities of the Minute Clerk, if one is appointed;
- l. Referring to the PJC any written complaint alleging an irregularity in a particular decision or action, or alleged delinquency;
- m. Referring to the Presbytery Moderator notice of a written statement of an alleged offense(s) (but not the name of the individual against whom the offense is made) and requesting the Moderator appoint an IC (see *BoO* D-10.0103);
- n. Providing support and Constitutional advice to ICs as necessary, including payment of expenses of each IC;
- o. Working collaboratively with the Executive Director (ED) to ensure continuity of necessary Presbytery functions during a temporary absence of the ED or prior to a replacement assuming the position after the ED departs from the position.
 - i. Coordinate the implementation of the Presbytery mission and decisions;
 - ii. Implement the church-wide plan for equal employment opportunities and the Presbytery's affirmative action plan;
 - iii. Serve as liaison to the General Assembly and the Synod of Southern California and Hawaii;
 - iv. Obtain references and reports of past performances from counterparts (or other appropriate individuals) in the presbytery(or denomination) of membership for teaching elders seeking to become members of this Presbytery;
 - v. Work collaboratively with congregations and transitioning personnel to support the transition of pastors and commissioned ruling elders; and

- p. Performing other administrative tasks designated by Executive Committee or Presbytery.
3. Accountability
- The Stated Clerk is accountable to the Presbytery through the Executive Committee in his/her performance of the constitutional requirements of the position. The Stated Clerk is accountable to the Executive Director for performance of the administrative responsibilities of the position.
4. Evaluation of Performance
- a. An annual performance review is conducted by the Human Resources (HR) Committee, which solicits input from the various constituencies of the Presbytery, and in consultation with the Executive Director. Should the HR Committee determine that the Stated Clerk's performance during the preceding year has been unsatisfactory, one of the two following is accomplished:
 - i. The Stated Clerk implements a set of remedial steps agreed upon with the HR Committee, with periodic review of progress during the succeeding year; or
 - ii. The HR Committee recommends to the Presbytery that the term of office be terminated and, upon vote of the Presbytery, the process to fill a vacancy in the office is initiated, as described in this Chapter (see *BoO* G-3.0104 & G-3.0110).
 - b. In the third year of his/her term, an in-depth evaluation is conducted by a special committee of (5), nominated by the Presbytery Nominating Committee and elected by the Presbytery, to include representation from the HR Committee. This Stated Clerk Evaluation Committee reviews the service of the Stated Clerk and the anticipated needs of the Presbytery for the future, and makes a recommendation regarding the possible re-nomination of the Stated Clerk to an additional term. The Evaluation Committee is elected no later than the spring of the final year of the Stated Clerk's 3-year term.
 - c. The Stated Clerk Evaluation Committee notifies the Executive Committee no later than September 1 of the third year of the Stated Clerk's term that the Stated Clerk has notified the Evaluation Committee if he/she does not wish to be considered for reelection or if it will not recommend reelection. A recommendation for reelection is presented to the November stated meeting of the Presbytery, during which meeting a vote is held.
5. A Minute Clerk of Presbytery may be appointed by the Stated Clerk at the November meeting of Presbytery for a term of one (1) year, to begin service on January 1 following his/her appointment.

- a. The Minute Clerk works under the direction of the Stated Clerk and assists him/her in the following ways:
 - i. Writing the original draft of all minutes of Presbytery meetings;
 - ii. Maintaining proper records for all stated, adjourned and special Presbytery meetings that are held during the term of office.
- b. An acting Minute Clerk may be appointed by the Stated Clerk, for the balance of an incomplete term, any time the office becomes vacant for any reason.
- c. The appointment of the Minute Clerk or acting Minute Clerk is ratified by the Presbytery at its next stated meeting.

III. Vacancies

- A. Any officer except the Stated Clerk may resign by giving at least thirty days' notice to the Stated Clerk. Any vacancy by resignation or created by death, permanent disability, disqualification, or any other cause, the balance of the term shall be filled by regular election procedures at the Presbytery's earliest convenience.
- B. The Stated Clerk presents his/her resignation, allowing for at least thirty days' notice, to the Moderator.
 1. The Nominating Committee nominates a replacement to fill the unexpired portion of the Stated Clerk's term following the process described above, when a vacancy occurs in the Stated Clerk's office by any cause, for a period of one (1) year or longer. The balance of the term is filled by regular election procedures at the Presbytery's earliest convenience.
 2. The Executive Committee is authorized to appoint an acting Stated Clerk in the event that office should be vacated between meetings of Presbytery or with less than one (1) year remaining in a 3-year term; such appointment is subject to ratification by Presbytery.

IV. Compensation

- A. The Presbytery provides remuneration for the services of the Stated Clerk and Minute Clerk, if they are not volunteers. The amount of remuneration for the Stated Clerk is determined annually by HR Committee based on the budget

allocated by the Presbytery for personnel expenses. Any remuneration for the Minute Clerk is provided from the Stated Clerk's budget.

- B. Presbytery makes provisions for the expenses of the Moderator, Vice-moderator and Stated Clerk, when those expenses are related to performance of the duties of the office. Reimbursement is in accordance with Chapter 15 of this *Manual*.

CHAPTER THREE
PRESBYTERY STAFF

I. Executive Director

- A. The Presbytery may employ an Executive Director to provide encouraging leadership for the Presbytery to fulfill its stated purpose. An individual so employed, or another individual fulfilling the role of the Executive Director (ED), is a member of the administrative staff. The ED may be either a teaching or ruling elder. In providing this leadership, the Executive Director:
1. Implements strategic partnerships among pastors, ruling elders and congregations within the Body of Christ in the local community and throughout the world, in order to fulfill the Great Ends of the Church;
 2. Coordinates the implementation of the Presbytery mission and decisions;
 3. Serves *ex-officio* without vote and supports the standing committees of the Presbytery as identified by this *Manual* in maintaining accountability and integrity in their work;
 4. Implements the church-wide plan for equal employment opportunities and the Presbytery's affirmative action plan;
 5. Leads Presbytery personnel as head of staff for administrative staff members, including conducting annual reviews of all staff personnel;
 6. Supervises paid Presbytery mission project and Cyclical San Diego staff for administrative purposes;
 7. Serves as liaison to Synod and General Assembly;
 8. Serves as the spiritual, **business**, and organizational leader of the Presbytery;
 9. Obtains references and reports of past performance from counterparts (or other appropriate individuals) in the presbytery (or denomination) of membership for teaching elders seeking to become members of this Presbytery;
 10. Works collaboratively with congregations and transitioning personnel to support the transition of pastors and commissioned ruling elders (CREs);
 11. Provides personal nurture and support to the individual members of the Presbytery;
 12. Serves as the official spokesperson for the Presbytery;
 13. The ED works collaboratively with Stated Clerk to ensure a continuation of the Presbytery organizational functions as described in paragraphs 2, 4, 7, 9, and 10; and

14. Performs any other responsibilities assigned by the Presbytery, Presbytery Executive Committee, or this *Manual*.
- B. The ED is employed to serve an indefinite term. When the individual is a teaching elder, this is a validated ministry when the individual is not serving in an installed position in a congregation.
- C. Performance reviews are conducted as follows:
1. An annual performance review is conducted by the Human Resources (HR) Committee, which solicits input from the various constituencies of the Presbytery. Should the HR Committee determine that the ED's performance during the preceding year has been unsatisfactory, one of the two following is accomplished:
 - a. The Executive Director implements a set of remedial steps agreed upon with the HR Committee, with periodic review of progress during the succeeding year; or
 - b. The HR Committee recommends to the Presbytery that employment be terminated and, upon Presbytery's vote to terminate, the process to fill a vacancy in the office is initiated, as described below (see *BoO* G-3.0110).
 2. Every five (5) years of his/her service in this call, an in-depth evaluation of the ED's position is conducted by the HR Committee. This review evaluates the performance of the incumbent ED and the anticipated needs of the Presbytery for the future, as identified by the Executive Committee.
- D. A special committee of Presbytery is elected to search for a new indefinite-term ED should the office become vacant for any reason.
1. The Nominating Committee nominates an Executive Director Search Committee (ED Search Committee) of seven (7) members, to include at least three (3) each teaching and ruling elders, and to include at least one member of the HR Committee. The Search Committee is elected by the Presbytery and conducts a broad search for a new Executive Director.
 2. The HR Committee reviews the existing position description and, after consultation with other Presbytery committees as deemed appropriate, recommends to the ED Search Committee a position description and range of compensation.
 3. This ED Search Committee reviews the duties of the ED and the anticipated future needs of the Presbytery. The Committee conforms to any Synod requirements for such search committees. It accepts suggestions and applications for a period of not less than 30 days after it has posted notice of the open position. After completion of

the search process, it makes a recommendation to the Presbytery regarding the call of a new indefinite-term ED.

4. The ED Search Committee, in consultation with the HR Committee develops the position description to be used in the search process. The Executive Committee then reviews the position description for final approval.
5. The Presbytery votes to approve the employment and terms for an ED by a majority vote of those presbyters present and voting.
6. An ED, upon election to the position, is approved for membership in the Presbytery upon assuming the position, as described in section III of Chapter 1 of this *Manual*.
7. The new ED normally will be employed no sooner than 30 days after the meeting at which elected and no later than the next stated meeting of the Presbytery.

E. Interim Executive Director

The Executive Committee may determine that a search for a new long term ED probably will exceed six (6) months. This might include an evaluation of the Presbytery and determination that an indefinite-term ED no longer is required. Should the Executive Committee conclude that a longer period search will be required, the following process is implemented.

1. The Presbytery shall be notified at the meeting during which an ED Search Committee is to be elected (see above) that the Committee will be tasked to propose an interim ED to serve until such time as an indefinite-term ED assumes the office or employment is terminated for other good reason.
2. The interim ED shall not be involved in the search process for the new indefinite-term ED.
3. The ED Search Committee immediately initiates a search to fill the interim position.
 - a. The position description to be used for this phase of the search process shall be the description in effect at the time the position became vacant.
 - b. An interim ED, as a rule, is not eligible to be considered for an indefinite-term position. This rule shall clearly be stated in the notice posted for the interim search and the resultant interim contract. The ED Search Committee may request an exception to the rule. The process for requesting exceptions to this requirement shall follow the procedures identified in the “Committee on Ministry Handbook” for exceptions in the case of interim pastors. Any exceptions to this requirement must be included in the employment contract

- c. An interim ED is subject to the duties, privileges, responsibilities and terms for the position described above, as they may be revised from time-to-time during the period of employment.
 - d. An interim ED position is on a month-to-month basis, with a minimum 45-day notice of termination or upon the newly elected indefinite-term ED assuming the position.
 - e. An interim ED is subject to the Human Resources policies as described below.
 - f. The ED Search Committee shall notify the Executive Committee immediately upon selecting a nominee for the interim ED position.
4. The Executive Committee shall include actions on the ED Search Committee's recommendation at the next stated meeting of the Presbytery, or call a special meeting if the next stated meeting is over 30 days away. The call for that meeting shall include a motion to employ an interim ED unless previously approved by the Presbytery.
 5. The Presbytery votes to approve the employment and terms for an interim ED by a majority vote of those presbyters present and voting.
 6. The interim ED assumes the position as soon as possible after election by the Presbytery and in no case more than 30 days after that election.

II. Administrative Staff

- A. Presbytery office administrative staff positions may be created for the Presbytery to accomplish its purposes.
 1. Position descriptions for all administrative staff members are the responsibility of the HR Committee.
 2. Employment of administrative staff originates with the HR Committee and is reported to the Executive Committee.
 3. Bookkeeper for the Presbytery

The job description for the Bookkeeper includes, but is not be limited to, the following responsibilities, as expressly approved by the HR Committee in consultation with the Budget, Property and Finance (BP&F) Committee:

- a. Support the BP&F Committee in the annual Presbytery budget process, which includes the budgets for the Presbytery missions (*e.g.*, Presbyterian Urban Ministries and South-Sudanese American Presbyterian Fellowship);

- b. Maintain current all required local and State of California non-profit organization filings for the Presbytery Corporation;
- c. Provide financial oversight of, and review financial reports of, Presbytery mission projects for compliance with good business practices and the Presbytery's financial policies, and advise the BP&F Committee regarding financial support for those Projects;
- d. Advise standing committee chairs on budget matters and actual expenses, as related to their respective committee, as requested during the year;
- e. Establish individual lines of accounting for grants received by entities of the Presbytery other than individual congregations;
- f. Present monthly financial reports to the BP&F and E&M Committees and advise those body about financial matters;
- g. Maintain financial records for the Presbytery;
- h. Serve as a resource on call to the BP&F Committee, the Executive Committee, the Board of Trustees, and the standing committees of Presbytery;
- i. Support the BP&F Committee in its implementation of the Presbytery's Financial Policy;
- j. Maintain current, appropriate and adequate insurance, as described in the Standing Rules of this *Manual*, for the Presbytery and copies of such coverage for each church of the Presbytery; and
- k. Maintain all financial records in accordance with Generally Accepted Accounting Principles.

B. Evaluation of administrative staff performance

- 1. An annual performance review of each administrative staff member's performance is conducted by the Executive Director in consultation with the HR Committee.
- 2. The process of employment, the method of annual evaluation of work, and the termination of employment are set forth in the Employee Handbook.

III. Presbytery Mission Project and Cyclical San Diego Staff

- A. Each steering committee for a mission project may create one or more paid staff positions to accomplish the work necessary to meet that mission project's approved mission statement. The Cyclical San Diego Committee similarly is responsible for any paid positions that it creates.

1. The steering committee is responsible for developing a position description and terms of employment for each position, working collaboratively with the HR Committee. Maintaining current the position descriptions and terms of employment for these staff positions is the responsibility of the steering committee.
 2. The steering committee reports changes in necessary paid staff positions for its mission project to the Evangelism and Missions (E&M) Committee. The Committee on Ministry shall immediately be informed of any decision to hire or terminate a teaching elder in a mission project staff position. All calls to teaching elders to serve in a staff position also follow the process for admission into membership of the Presbytery as described in the Standing Rules of this *Manual*.
 3. Evaluation of mission project staff performance.
 - a. An annual performance review of each staff member's performance is conducted by the Executive Director in consultation with the project's steering committee.
 - b. Annual evaluations shall be completed in sufficient time to support requests for compensation for the subsequent year.
- B. Employment, the method of annual evaluation of work and the termination of employment are set forth in the Employee Handbook.
1. The director of each mission project, within guidelines set by the HR Committee, requests salaries for paid mission project staff. Salaries are established by E&M through the budget process.
 2. The process of employment, the method of annual evaluation of work, and the termination of employment are set forth in the Employee Handbook.

IV. Human Resources Policies

- A. Matters concerning employment hiring, responsibilities, benefits and termination of all staff members are defined in the Employee Handbook.
- B. All paid staff members employed pursuant to this *Manual* and all volunteers that serve the Presbytery or its committees or its mission projects in any capacity or manner are subject to, and shall conform to, the Standards of Ethical Conduct found in the Standing Rules of this *Manual*.
- C. Pursuant to California Labor Code Section 3363.6(a), persons who perform voluntary service without pay are deemed an employee of the organization while performing such service, for the purposes of Worker's Compensation coverage.

V. Accountability

- A. All Presbytery administrative, paid Cyclical San Diego, and mission project staff members are accountable to the HR Committee through the Executive Director, as head of staff.
- B. Each paid mission project staff member is accountable to the E&M Committee, through the steering committee, for operational aspects of that project. Each paid staff member of Cyclical San Diego is accountable to the Cyclical San Diego Committee for operational performance in the position.


Attachment C

SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between Grace Presbyterian Church of Vista, California having a place of business at 1450 E. Vista Way, Vista, CA 92084 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation. 

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 1450 E. Vista Way, Vista, CA 92084, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 200 square feet of space for the use and operation of its facilities with space to accommodate antennas, radios, supporting appurtenances, cable trays, cabling, and other necessary components and as such are initially described in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). Tenant shall be responsible for restoring the Premises and any landscaping disturbed by such Installation to a condition similar to that which existed immediately before Tenant’s Installation.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1st) day of the month following the commencement of Tenant’s Installation including staging digging foundations, erecting fences, staging construction or earthmoving equipment, or other such activities (the “**Commencement Date**”) and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. Upon termination, this Agreement shall be of no further force or effect except the following shall survive termination: (i) Tenant’s obligation to remove Tenant’s Equipment from the Premises pursuant to Section 7.1 and (ii) any representations, warranties and indemnities made by each Party to the other hereunder which by their nature expressly so survive or reasonably should survive termination. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation of each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the Term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount of ONE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$1,500.00) per month. The first Rent payment

shall be made within sixty (60) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by two percent (2 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed Internal Revenue Service (IRS) approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Tenant shall use and occupy the Premises only for the operation of telecommunications equipment that is installed and operated in accordance with all Applicable Law. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio

frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises. Tenant's access to perform construction work shall not interfere with scheduled religious services other than during times of actual emergency. Landlord reserves and shall have the right to enter the Premises during the Term with a representative of Tenant to show the Premises to a prospective purchaser, lessees, insurance agents, lenders, service suppliers or contractors.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification. The Installation of Tenant's Equipment and necessary conduit shall be at Tenant's expense.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense. Tenant may have its own utility meter installed in a mutually agreed upon location and Tenant shall have the sole responsibility for payment of utility bills associated therewith. If separate metering is not commercially reasonable, then Tenant may install a utility sub meter on Landlord's main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In

the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. As a non-profit, tax-exempt organization, Landlord is eligible for an exemption from real property taxes. Landlord shall use its best efforts to obtain and maintain tax exempt status for the Property during the Term. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises. Tenant shall be responsible for removing trash and other debris from the Premises. Trash shall be placed in external bins as designated by Landlord for that purpose.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "Equipment Removal Period"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use. Upon termination of this Agreement, Tenant shall have no further obligation to pay Rent to Landlord. All Rent paid prior to the effective termination date shall be retained by Landlord.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); (ii) failure to obtain the necessary Government Approvals for Tenant's construction, Installation and occupation on the Premises; or (iii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise

any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord and the Presbytery of San Diego as additional insureds. Tenant agrees to provide to Landlord written notice of cancellation of insurance or changes in the policies within thirty (30) days after such event.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the State of California; and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all applicable federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises, in either case separate from the underlying Structure and/or

Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal (“**ROFR**”) to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant’s exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord’s interest, recognize the validity of this Agreement and Tenant’s right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant’s request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a “**Taking**”), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant’s liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys’ fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant’s leasehold interest; (ii) the value of Tenant’s Equipment or other personal property of Tenant; (iii) Tenant’s relocation expenses; and (iv) damages to Tenant’s business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant’s sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in

performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty (“**Force Majeure**”). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party. If the Premises is damaged by a Force Majeure event only to such an extent as to render it partially unsuitable for the Permitted Use (“**Damaged Premises**”), Landlord agrees to restore the Damaged Premises as speedily as possible, with Rent to be abated proportionately until the Damaged Premises is fit for Tenant’s Permitted Use as determined by Tenant in its sole discretion. If Landlord cannot restore the Damaged Premises within forty-five (45) days from the date of the Force Majeure event, then Tenant shall have the right, but not the obligation, to terminate this Agreement immediately upon written Notice to the other Party and all liability of Tenant shall terminate upon payment of all Rent due and payable to the date of such Force Majeure event.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of California. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.



12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and

conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Grace Presbyterian Church of Vista
Attn: Christie Elliott

If by courier service:

1450 E. Vista Way
Vista, CA 92084

If by first-class certified mail:

1450 E. Vista Way
Vista, CA 92084

If by email:

Email address: graceadmin@gpcvista.org

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and

it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, State of California, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

12.17 Estoppel Certificate. Upon ten (10) business days prior written notice by Landlord, Tenant agrees to execute, acknowledge and promptly deliver to Landlord a document certifying: (a) the Commencement Date and termination date; (b) that this Agreement is in full force and effect and has not been assigned, modified or amended (except by such writings as shall be stated); (c) that all conditions under this Agreement to be performed by Tenant have been satisfied as of the date of such certification; and (d) that there are not to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TENANT:

GRACE PRESBYTERIAN CHURCH OF VISTA

DISH Wireless L.L.C.

By: _____

By:

Name: _____

Name:

Its: _____

Its:

Date: _____

Date:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That portion of the Southeast Quarter of the Northeast Quarter of Section 18, Township 11 South, Range 3 West, San Bernardino Meridian in the City of Vista, County of San Diego, State of California, according to Official plat thereof, described as follows:

Beginning at a point in the East line of said Section 18, distant Southerly thereof 350.00 feet from the intersection of the Easterly prolongation of the Southerly line of Lot 53 of Mull Estates, according to Map thereof No. 2185, on file in the office of the County recorder of said County, with the said East line of Section 18 a distance of 310 feet; thence Westerly, parallel with said Southerly line of Lot 53 of Mull Estates, a distance of 570 feet; thence Northerly, parallel with the East line of Section 18, a distance of 310 feet; thence Easterly, parallel to the said Southerly line of Lot 53 of Mull Estates, 570 feet to the Point of Beginning.



4900 NORTH AVENUE, SUITE 200, FORT
SMITH, ARIZONA, 86426



IF A S.A. ORIGIN OF LAW FOR ANY INSTRUMENT, THIS INSTRUMENT SHALL BE VOID AND OF NO EFFECT.

REVISIONS TO BE MADE BY: [REDACTED]
BY: [REDACTED] DATE: [REDACTED]

90% ZONING DOCUMENTS

NO.	DATE	DESCRIPTION
1	10/20/2017	ISSUED FOR PERMIT

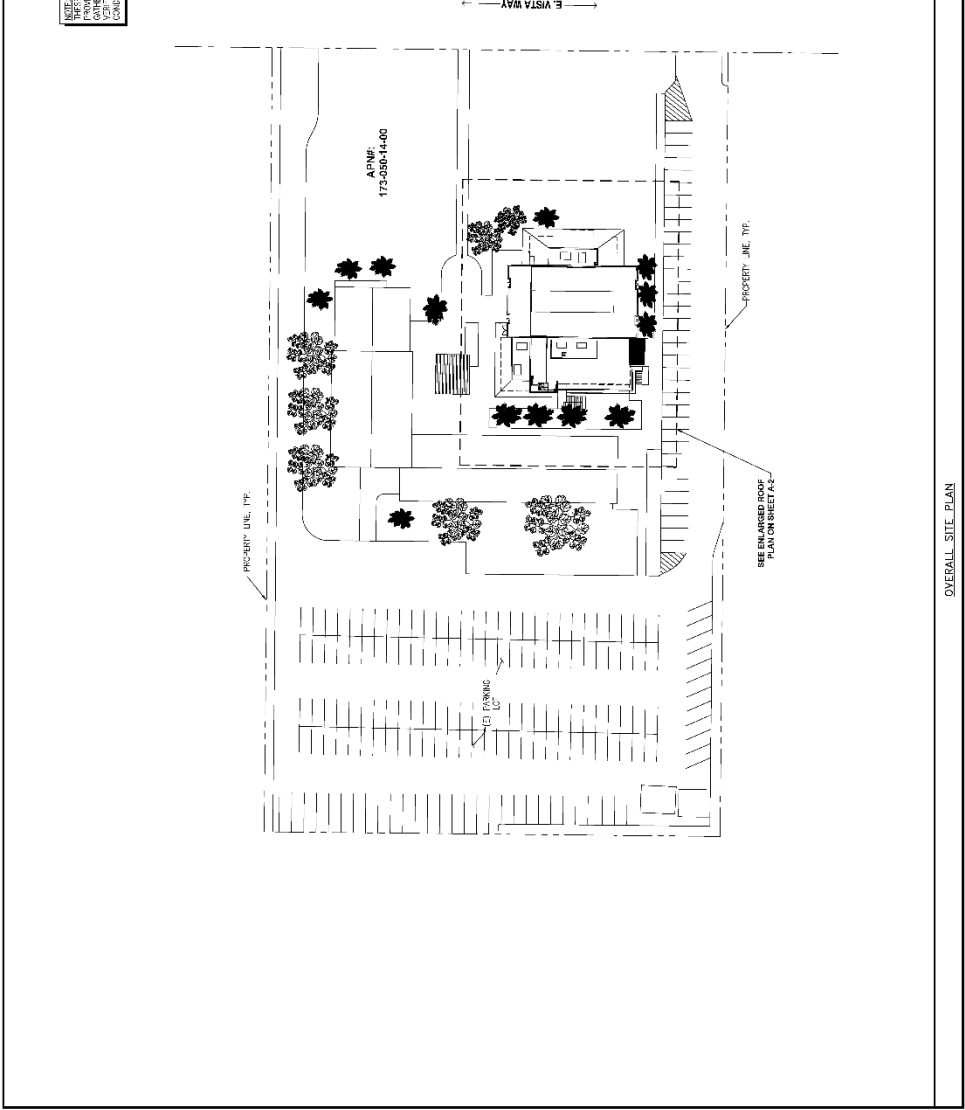
PIRELLA GÖTTSCHE LOWE
1450 E. VISTA WAY.,
VISTA, CA 92084

SHEET TITLE
OVERALL SITE PLAN
SHEET NUMBER
A-1

NOTES

1. CONTINUED SHALL FOLD REVEAL ALL DIMENSIONS.

THESE DRAWINGS HAVE BEEN CREATED FROM FORWARDING INFORMATION PROVIDED BY THE CLIENT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. CONTACT: PROPERTY, INC., 173-058-14-00



OVERALL SITE PLAN

EXHIBIT B

SITE PLAN (Cont.)

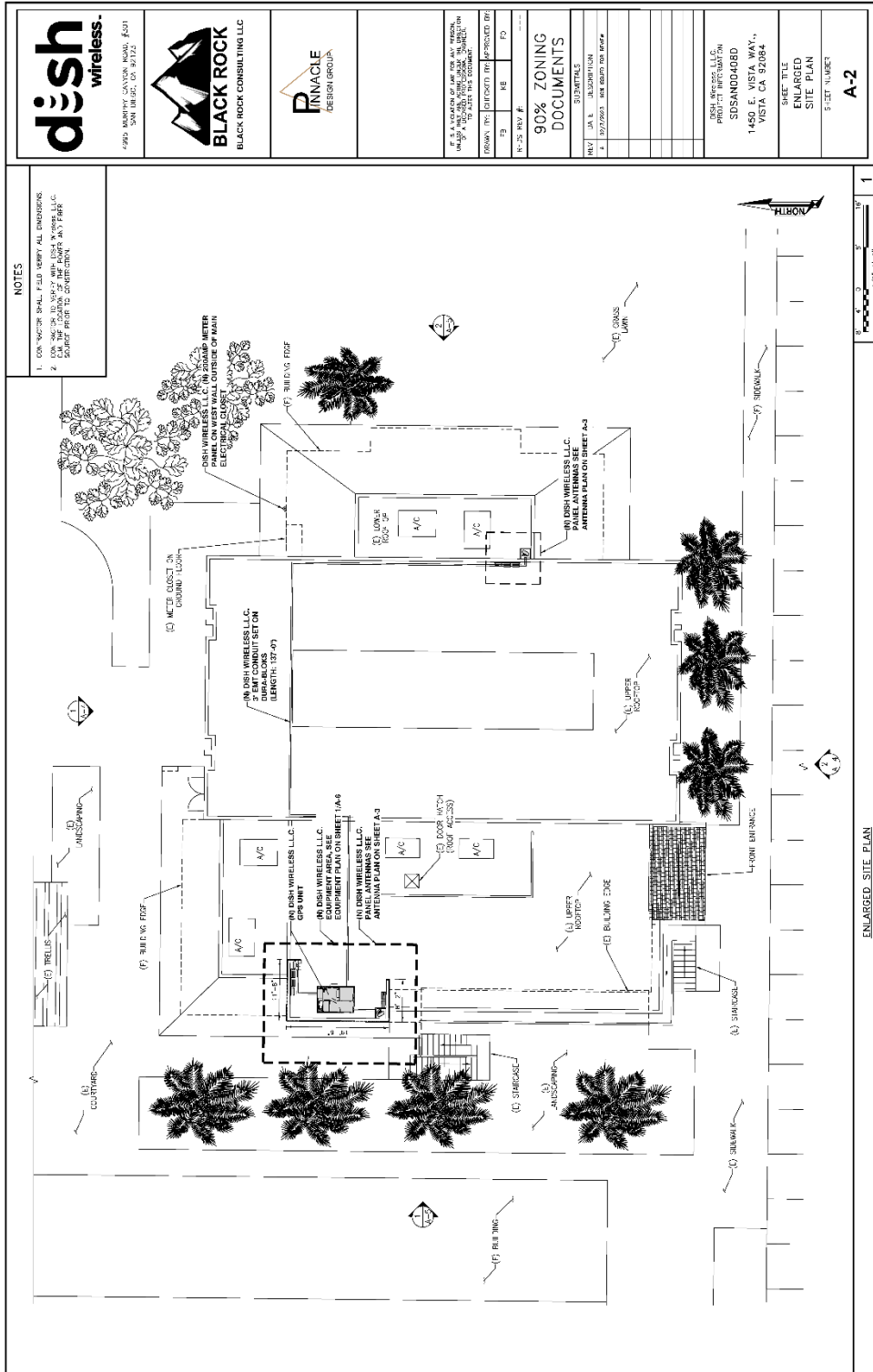


EXHIBIT B

SITE PLAN (Cont.)

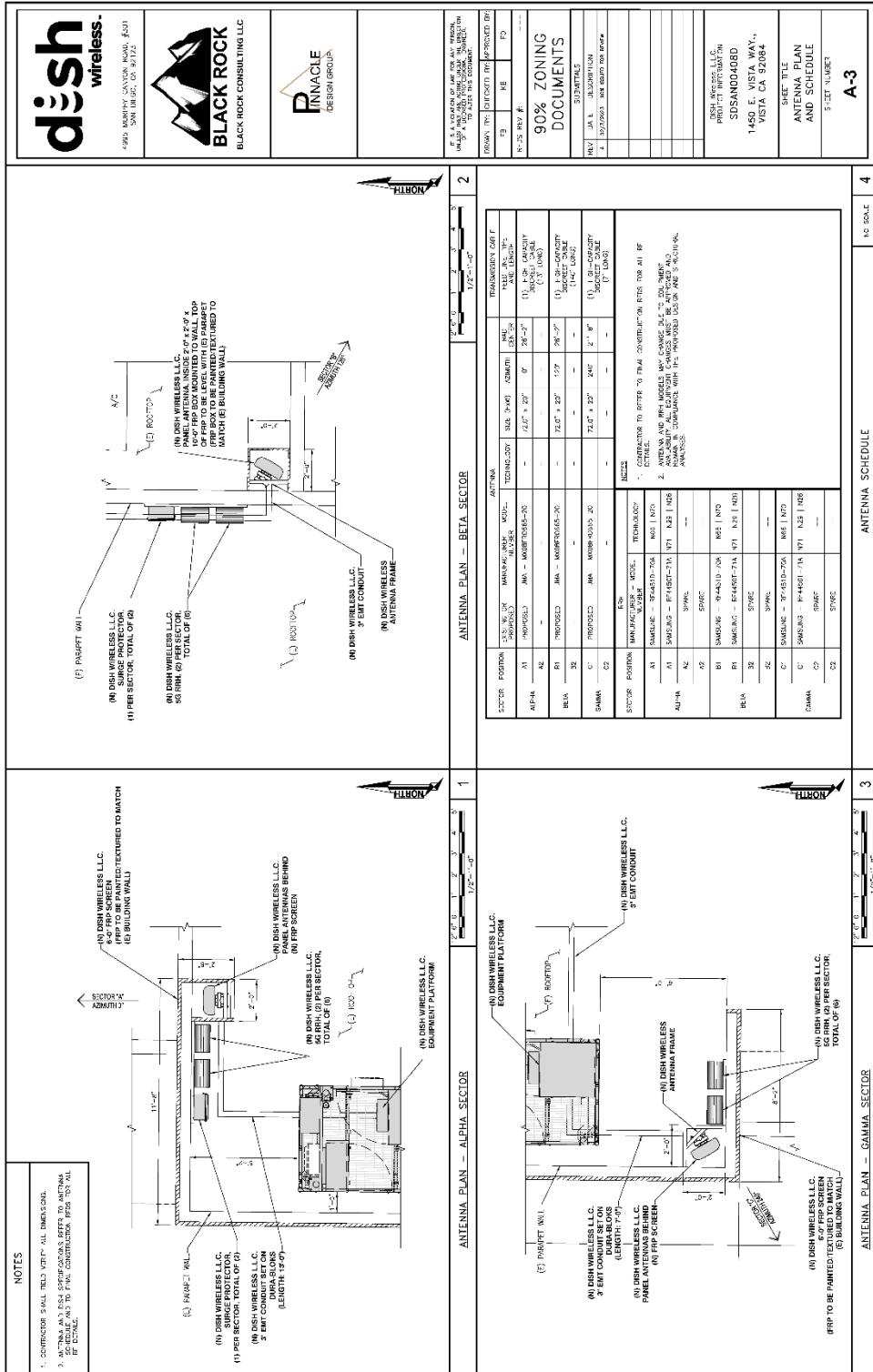


EXHIBIT B

SITE PLAN (Cont.)

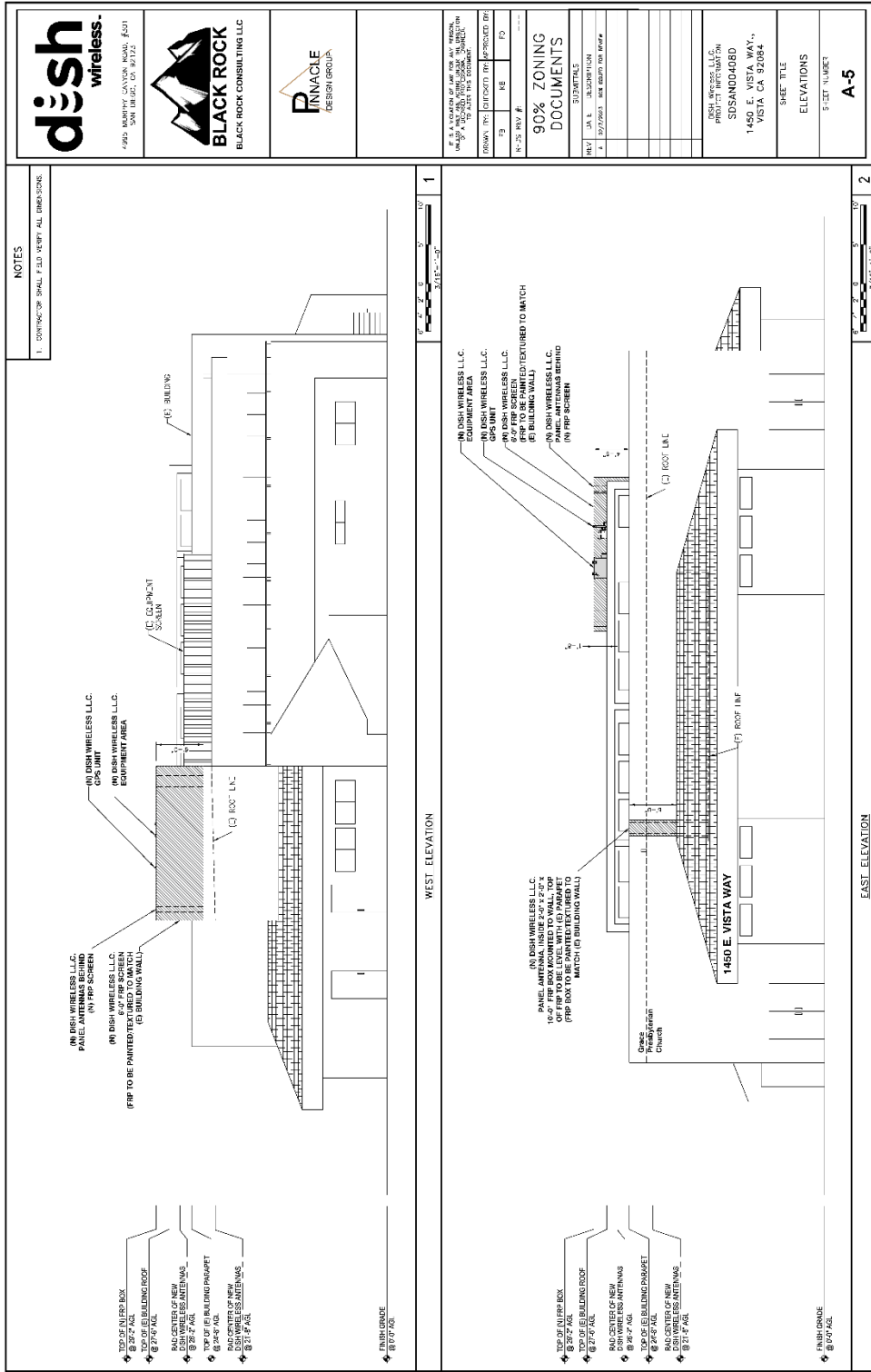




EXHIBIT B


SITE PLAN (Cont.)



4960 NORTH CENTRAL AVENUE, SUITE 201
SONOMA, CA 94967



BLACK ROCK CONSULTING LLC



PINNACLE DESIGN GROUP

IF A LOCATION OF ANY OF THE ITEMS LISTED ABOVE IS NOT SHOWN, SEARCH FOR IT ON THE 90% ZONING DOCUMENTS

NO.	DATE	DESCRIPTION
1	10/20/16	ISSUED FOR PERMIT

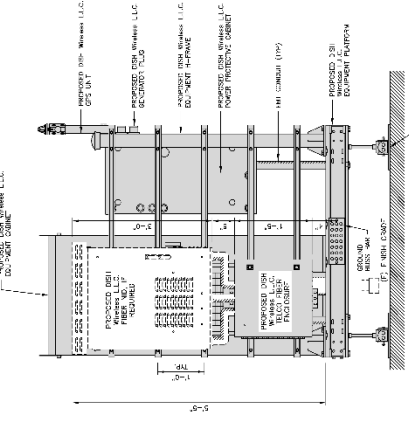
DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]

DATE: 10/20/16

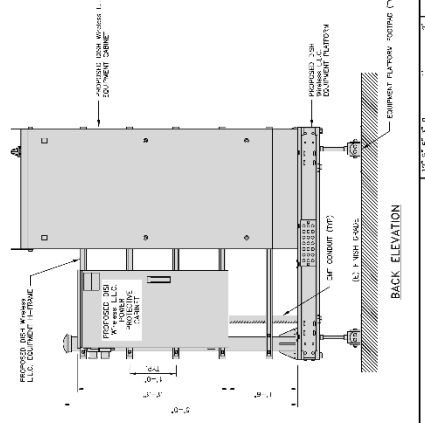
PROJECT: 16-00000000000000000000

SHEET TITLE: EQUIPMENT PLATFORM AND H-FRAME DETAILS

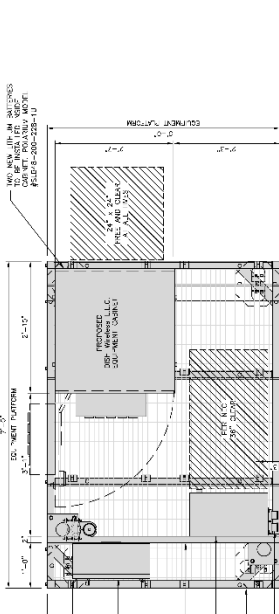
SHEET NUMBER: A-6



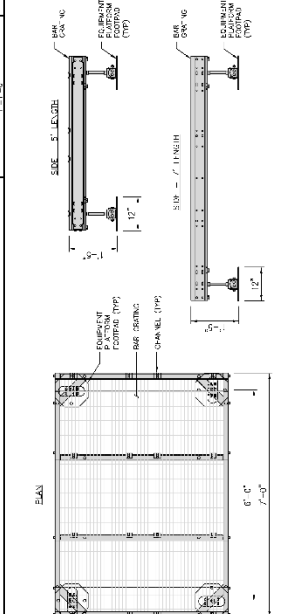
FRONT ELEVATION



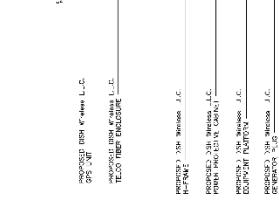
BACK ELEVATION



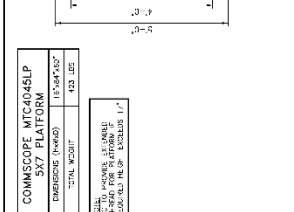
PLATFORM EQUIPMENT PLAN



H-FRAME DETAIL



FOOT PAD DETAIL



PLATFORM DETAIL

COMMSCOPE MTC4045LP 5X7 PLATFORM	
EMERGENCY (DIMED)	11" x 6" x 12"
TOTAL WEIGHT	433 LBS

NOTE: WEIGHTS ARE APPROXIMATE. VERIFY WEIGHTS FOR ALL ITEMS. EXCLUDES 1/2" GALV. SHEET PILING.

KENWOOD T1701KTS-SS H-FRAME	
UNWEIGHTED/SHORT END	5
WEIGHT/VOLUME	775 LBS

EOPFC PLATFORM FOOT PAD	
TOP PLATE	31.125" x 24" x 1/2"
ANCHOR BOLT SIZE	3/4" x 4"


NO. SONG	
NO. SONG	5






EXHIBIT B


SITE PLAN (Cont.)



4950 UNIVERSITY AVENUE, SUITE 2001
SAN DIEGO, CA 92121



BLACK ROCK CONSULTING LLC



PINNACLE
DESIGN GROUP

IF A LOCATION OF ANY EQUIPMENT, MOUNTING, OR SUPPORT IS SHOWN ON THIS PLAN, IT IS TO BE INSTALLED AT THE LOCATION SHOWN UNLESS OTHERWISE NOTED.

90% ZONING DOCUMENTS

REV. DATE DESCRIPTION

1 11/17/17 90% ZONING DOCUMENTS

2 11/17/17 90% ZONING DOCUMENTS

DATE: 11/17/17

BY: [Signature]

APP. NO. 17-0000-0000

PROJECT NO. 17-0000-0000

PROJECT NAME: [Project Name]

PROJECT ADDRESS: [Project Address]

PROJECT CITY: [Project City]

PROJECT STATE: [Project State]

PROJECT ZIP: [Project ZIP]

PROJECT COUNTY: [Project County]

PROJECT PARCEL: [Project Parcel]

PROJECT OWNER: [Project Owner]

PROJECT CONTACT: [Project Contact]

PROJECT PHONE: [Project Phone]

PROJECT FAX: [Project Fax]

PROJECT EMAIL: [Project Email]

PROJECT WEBSITE: [Project Website]

PROJECT SOCIAL MEDIA: [Project Social Media]

PROJECT NOTES: [Project Notes]

90% ZONING DOCUMENTS

REV. DATE DESCRIPTION

1 11/17/17 90% ZONING DOCUMENTS

2 11/17/17 90% ZONING DOCUMENTS

DATE: 11/17/17

BY: [Signature]

APP. NO. 17-0000-0000

PROJECT NO. 17-0000-0000

PROJECT NAME: [Project Name]

PROJECT ADDRESS: [Project Address]

PROJECT CITY: [Project City]

PROJECT STATE: [Project State]

PROJECT ZIP: [Project ZIP]

PROJECT COUNTY: [Project County]

PROJECT PARCEL: [Project Parcel]

PROJECT OWNER: [Project Owner]

PROJECT CONTACT: [Project Contact]

PROJECT PHONE: [Project Phone]

PROJECT FAX: [Project Fax]

PROJECT EMAIL: [Project Email]

PROJECT WEBSITE: [Project Website]

PROJECT SOCIAL MEDIA: [Project Social Media]

PROJECT NOTES: [Project Notes]

CHARLES INDUSTRY HVAC
CUBE-FMS3131N4

ENCLOSURE DIM (HxWxD): 74.5x32.5x27

WEIGHT (LBS): 487.5

WEIGHT (KGS): 220

WEIGHT (LBS/FT³): 380

WEIGHT (KGS/FT³): 230

WEIGHT (LBS/IN²): 380

WEIGHT (KGS/IN²): 230

SQUARE D SAFETY SWITCHES
D241NRB

ENCLOSURE DIM (HxWxD): 9.25x7.13x3.05

WEIGHT (LBS): 13.5

WEIGHT (KGS): 6.1

WEIGHT (LBS/FT³): 14.5

WEIGHT (KGS/FT³): 6.6

CHARLES CFIT-PF20Z0D5H1
FIBER TELCO ENCLOSURE

ENCLOSURE DIM (HxWxD): 29x20x17

WEIGHT (LBS): 20

WEIGHT (KGS): 9.1

WEIGHT (LBS/FT³): 941

WEIGHT (KGS/FT³): 427

ROSEBERG
GPS30N5AS-30-N-S

ENCLOSURE DIM (HxWxD): 8.0x11.0x3.0

WEIGHT (LBS): 11.0

WEIGHT (KGS): 5.0

WEIGHT (LBS/FT³): 11.0

WEIGHT (KGS/FT³): 5.0

DURA-BLOK DB10
ROOFTOP CABLE SUPPORT

ENCLOSURE DIM (HxWxD): 5.75x10.5x7.0

WEIGHT (LBS): 5.75

WEIGHT (KGS): 2.6

WEIGHT (LBS/FT³): 500

WEIGHT (KGS/FT³): 227

CABINET DETAIL

NO SCALE

FRONT

REAR

LEFT

RIGHT

SAFETY SWITCH DETAIL

NO SCALE

FRONT

REAR

LEFT

RIGHT

FIBER TELCO ENCLOSURE DETAIL

NO SCALE

FRONT

REAR

LEFT

RIGHT

GPS ANTENNA DETAIL

NO SCALE

FRONT

REAR

LEFT

RIGHT

ROOFTOP CABLE SUPPORT DETAIL

NO SCALE

FRONT

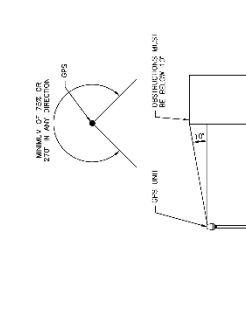
REAR

LEFT

RIGHT

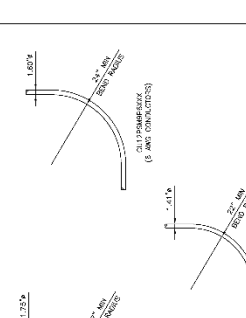
GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE



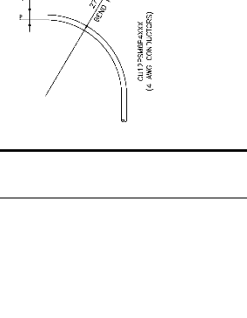
GPS MOUNTING DETAIL

NO SCALE




CABLE WALL MOUNT SUPPORT

NO SCALE



CABLE WALL MOUNT SUPPORT DETAIL

NO SCALE



Attachment D

Final 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 of San Diego has concluded its work.

Members of the AC are:

Ruling elder Maurice Caskey
Ruling elder Lyn Lloyd-Smith
Teaching elder Bob Mentze
Teaching elder James Rauch
Teaching elder Mike Wallman

The following final report is provided in response to the process designated by the Presbytery when the AC was elected.

I. Arrange for the pastoral care of the congregational members

Various individuals that have knowledge of the OACC were contacted and reported that its members have disbanded and gone to other churches.

II. Plan a closing worship service celebrating the life and ministry of the congregation

Not applicable. The former congregation members have disbursed as noted in I, above. This Commission recommends recognition of the life of the OACC be included in the worship service at the Presbytery's next meeting. Further, it is recommended that the Presbytery provide a notification to UrbanLife Ministries, Inc. (UrbanLife), of the plan for such recognition. The Commission has designated member Bob Mentze to work with the Presbytery moderator to plan details for such recognition if approved.

III. Publicize the closing

Not necessary since there was no closing worship service.

IV. Arrange for the reception following the closing worship service

Not applicable since there was no closing worship service.

V. Ascertain the financial status and outstanding financial obligations of the session.

No financial records were maintained by the congregation. Most, if not all, financial matters were conducted through UrbanLife on behalf of OACC. Essentially, UrbanLife treated OACC as a subsidiary entity that was part of the UrbanLife finances.

1. Conduct a financial review of the Treasurer's records for the last 12 months.

Not applicable, see V, above.

2. Determine location of all accounts (*e.g.*, checking, savings, investments, endowment) and any other financial resources.

No accounts were maintained by the congregation. Rather, finances were managed through existing UrbanLife accounts.

3. Determine if there are any bequest or donor stipulations related to memorial accounts or an endowment.

None are reported. Any bequests would have been handled by UrbanLife.

4. Have all accounts closed, transferring any balances to the primary checking account of the Session.

Not applicable, see 2, above.

5. Submit new signature card(s) for accounts with at least two members of Presbytery Officers as designated signatories.

Not required, see 2, above.

6. Determine any outstanding debts/obligations.

Not applicable. There are no reports of records of any debts or obligations incurred by the congregation.

7. Oversee the discharge of all financial obligations by the Treasurer.

Not applicable, see 6, above.

8. Oversee the provision of a "statement of contribution" to all current year contributors.

None required. There were no current year [2022] contributions.

9. If the congregation owns any stocks, bonds, certificates, or other financial instruments, have ownership transferred to the Presbytery.

Not applicable.

10. Following the dissolution, transfer all remaining balances to the Presbytery and close all remaining accounts.

Not applicable, there were no balances inasmuch as UrbanLife maintained all financial records and managed the OACC finances.

VI. Secure the session records

This Commission was unable to discover any session records other than the initial church register provided to the Presbytery as part of the chartering process. The Ecclesiastical Committee reports that no session records ever were provided to that Committee for its annual review.

VII. Secure the building and property

Not applicable, there was no real or personal property. The congregation initially used the facilities of the South Sudanese-American Presbyterian Fellowship and later became a home church. It met at a house under the leadership of the UrbanLife employee that was commissioned by the Presbytery as a commissioned ruling elder (CRE) for the OACC congregation. The home church ceased meeting in the spring of 2019.

VIII. Attend to the matters of insurance

Not applicable, OACC never purchased any insurance policies. OACC apparently was covered by the property and liability insurance maintained by UrbanLife as a requirement of its lease for use of the Orange Ave. premises. The CREs commissioned by the Presbytery would have been under the UrbanLife liability insurance as employees of that entity.

IX. Disposition of building and grounds

Not applicable, see VII, above.

X. Dissolve the corporation

Not required, no corporation was ever formed.

XI. Initial report to the Presbytery

An initial report was made at the February 21, 2023, meeting.

The Commissioners concluded that the circumstances surrounding OACC provide lessons learned for the overall process in chartering, providing care and oversight, and dissolving a congregation. The attached document, Lessons Learned in the Life of Orange Avenue Community Church, is respectfully provided for the Presbytery's consideration. There are some specific lessons for the various Presbytery committees cited therein. This is not intended to be a

document requiring immediate action on the part of the Presbytery. Rather, it is offered to help the Presbytery and its committees avoiding another failed effort such as that experienced at OACC.

The AC kept a full record of its proceedings. That record has been submitted to the Stated Clerk.

Attachment: Lessons Learned by the Administrative Commission
to Dissolve Orange Avenue Community Church

Respectfully submitted,
Ruling Elder Maurice Caskey
Moderator, OACC AC

Lessons Learned by the Administrative Commission to Dissolve Orange Avenue Community Church

Background

The Orange Avenue Community Church (OACC) was chartered as a congregation of the Presbytery of San Diego on November 9, 2013, to be effective January 1, 2014. There was joy and great hope for this new church grew out of an initiative of La Jolla Presbyterian Church (LJPC). This initiative grew for seven years, an outreach to young people in the City of San Diego, particularly in the underprivileged community. The effort, led by La Jolla associate pastor Jake Medcalf, eventually became an independent non-profit organization, Urban Life Ministries Inc. (UrbanLife).

OACC shared the Presbytery property on Orange Avenue that is the site of the South Sudanese-American Presbyterian Fellowship. UrbanLife occupied two trailer structures on that site through a separate multi-year lease agreement. While OACC was a “daughter” church of La Jolla, its organizing pastor was Jake Medcalf and effectively was under the administrative control of Urban Life. When Jake Medcalf accepted a call outside this Presbytery, an UrbanLife staff member, Sarah Carter, was ordained a commissioned ruling elder (CRE) and became the pastor of OACC. When Sarah Carter accepted a job position outside of California, another employee of UrbanLife, Chris Brewster, also a CRE, continued in his role as worship leader.

Lessons Learned

The Administrative Commission (AC) to dissolve OACC has made a number of observations about the life of OACC. A few of these observations have caused the Commission members to conclude that there are some significant lessons to be learned in moving a new worshipping community (NWC) to a chartered status as a member-congregation of the Presbytery. These lessons would apply to any of the paths that might be taken to reach that milestone event.

1. OACC was chartered as a congregation sponsored by LJPC. It operated under the control of UrbanLife with some support by LJPC. However, the Presbytery, specifically Committee on Ministry (COM), had little, if any, visibility into the life of the OACC congregation. Other committees that routinely interact with congregations (*e.g.*, Ecclesiastical Committee in its annual review of session records) also can be aware of newly chartered congregation’s progress. Those committees can alert COM should a troubling situation be observed. As a result of this arrangement, Jake Medcalf had the dual roles of pastor of OACC and executive director of UrbanLife.

Lessons Learned:

a. Newly chartered churches should have oversight for a time to make sure finances and the polity structure are viable and the congregation has the best chance for successful ministry within the Presbyterian Church (U.S.A.) (PC(USA)). Jake Medcalf’s dual role precluded such oversight of OACC by UrbanLife.

b. The leadership of a NWC and ultimately a chartered congregation should be separate from the leadership of the entity with oversight of the NWC or congregation. The conflict of interest in an individual acting in dual roles precludes effective oversight and identification of potential problem areas.

c. Any Presbytery committee that observes a troubling or problem situation promptly should notify COM. The COM should be the single point of committee contact with the congregation.

2. OACC did not have separate bank accounts nor did it have an independent accounting system. Rather, the OACC finances were handled through UrbanLife accounts. Therefore, there were no financial matters to be concluded by this AC. Further, it was not possible to ascertain if income received from and for the OACC congregation was appropriately spent or retained in a bank account.

Lessons Learned:

a. A NWC should establish its own bank account before being chartered. This would mean the NWC would have to obtain an employer identification number (EIN), a tax identification issued by the Internal Revenue Service (IRS).

b. The application process for an EIN would require the NWC to identify to the IRS either its legal name or “doing business as” (DBA) name. The discipline in such a requirement would avoid some of the problems seen in the administration of OACC.

3. While OACC had a weak ecclesiastical structure (*e.g.*, a session), it did not have a corporate structure in addition. Therefore, it could not register with the California Secretary of State as a non-profit corporation. Without such registration, it would have been difficult for OACC to obtain an EIN other than as a DBA under UrbanLife. As a result of this arrangement, this AC was unable to obtain a list of donors with names and addresses to contact former members of the OACC congregation regarding dissolving the congregation and to encourage them to seek membership in another NWC or congregation of this Presbytery.

Lesson Learned: A NWC should establish a corporate identification that meets the requirements to register as such. That corporation should maintain financial records that include the names and addresses of donors to meet IRS tax-exempt donation requirements. Such a list would be of value to the COM to contact members should it conclude the congregation is struggling and needs help or to an AC should the congregation be dissolved.

4. The Presbytery does not have any written guidelines for ACs that work with NWCs that are working towards becoming chartered congregations of the Presbytery. Therefore, the AC that was working with the group that became OACC did not have any standards to measure progress toward achieving the necessary steps for becoming a congregation of the PC(USA).

Lessons Learned:

- a. While some of these steps are requirements of the *Book of Order (BoO)*, others are more in the realm of common sense. For example, a core of potential members who are familiar with the PC(USA) way of “doing business” or a partnering church that trains and nurtures helps ensure future success as an active participant in the life of a presbytery. Also, there were few potential members that were ruling elders that had served on a session at chartered church that could help provide recognition of the PC(USA) practices of governance. Basically, the significant minority of identified members of the new congregation did not have grounding in the Reformed Tradition “culture.”
 - b. The Presbytery should create guidelines to enable its NWCs to flourish within its bounds. These would include a robust framework for requirements for chartering as a church (*e.g.*, initial session member qualifications). Guidelines would also include best practices for all Presbytery committees to appropriately, according to their respective functions, support and encourage NWCs that seek to be chartered.
5. *BoO* G-3.0112 requires a council (a session in this instance) to have property and liability insurance. OACC did not have any insurance. Rather, it relied upon UrbanLife’s insurance coverages.

Lesson Learned: A NWC should obtain its own property and liability insurance before being chartered. This would mean the NWC would have completed the necessary prerequisites for purchasing insurance.

6. OACC was chartered with great anticipation. The motion before the Presbytery read in part, “The [AC] therefore joyfully moves that the SD Presbytery authorize the organization of the [OACC] effective January 1, 2014...” This was done when the document that included the motion identified “A core of over 60 of these disciples of Jesus has united around a Holy Spirit calling to form a church...” However, that motion did not identify OACC as having registered with the State of California as a non-profit religious corporation nor having attained IRS recognition as a 501(c)3 corporation.

Lessons Learned:

- a. Churches should not be chartered too soon, and better guidelines need to be adopted by the Presbytery related to the secular aspects of being a church. These guidelines should be fully adhered to before the Presbytery votes to charter a congregation as a member of the Presbytery.
- b. The Presbytery should have a list of documents that should be in place and tasks that should be completed prior to presenting a motion to the Presbytery to charter a new congregation.



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

Signature

Rev. Greg Bostrom, President
 Type or Print Name

11/30/2022
 Date

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

11/10/2022 5:00 PM Received by California Secretary of State

Attachment B

**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

Attachment C

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

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.

Attachment E

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.

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

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.

- C. 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.
- D. 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:

Page 7 of 7

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.

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.
11. 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:

- E. 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.
- F. 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:

- G. 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 commenced within such five (5) day period and thereafter diligently and continuously pursued to completion.

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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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16. NOTICES:

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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: Lessee
Korean Young-Nak Presbyterian Church of
San Diego Inc.
2130 Ulric Street
San Diego, Ca. 92111
Attn: _____

By:

Its:
