## **Commercial Lease**

This lease is made between The City of Jonesboro, Arkansas 72401, herein called Lessor, and The Pentecostals of Jonesboro, herein called the Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Jonesboro, County of Craighead, State of Arkansas, described as 5916 E. Johnson, Jonesboro, Arkansas, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of two years, commencing March 1, 2001, and terminating on March 1, 2003, or sooner as provided herein at the monthly rental of nine hundred dollars (\$900.00), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. The months March thru July shall be waived for modifications to said properties.

2. Use. Lessee shall use and occupy the premises for church services. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as receive, normal wear and tear expected. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the prior consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affection the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility

charges as they become due, including those for sewer, water, gas, electricity, and telephone.

8. Entry and Inspection. Lessee shall permit Lessor or Lessors agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

9. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

10. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing government laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitles to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty days, this lease may be terminated at the option of either party. In the event that the building in which demised premises may be situated is destroyed to an extent of not less that one-third of the replacements costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

11. **Waiver.** In the event the Lessee out grows the present building, the Lessee has the right to withdraw from the contract.

12. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

13. **Option to Renew.** Provided that lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for additional term of twelve months commencing at the expiration of the initial lease term.

14. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this <u>/3</u> day of <del>February</del>, 2001.

C/Deg Loss