

Appendix A-2
User Agreement between the Synod of South Atlantic and the Presbytery
PROPERTY USAGE AND LICENSE AGREEMENT

THIS PROPERTY USAGE AND LICENSE AGREEMENT made the 8th day of April, 2022, by and between the Presbytery of St. Augustine ("Licensor") and the Synod of South Atlantic, Presbyterian Church (USA) ("Licensee").

Recitals:

(i) Licensee has requested and Licensor has agreed to permit Licensee to use a portion of the property leased by Licensor from Lakewood Presbyterian Church ("Landlord"), located at 1937 University Boulevard West, Jacksonville, Florida 32217 (the "Presbytery Property") for charitable, religious or educational purposes of the nature exempt from taxes under Section 501(c)(3) of the Internal Revenue Code.

(ii) The parties desire to set forth the terms of the limited use agreement granted by Licensor herein.

NOW THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, and for other good and valuable consideration, the parties agree, each with the other, as follows:

1. Grant of License. Licensor hereby grants to Licensee a license (the "License") for the non-exclusive use and occupancy of a portion of the Church Property designated as the Licensed Area in Section 2 below, and the right of access thereto for the purposes hereinafter provided, as of the Commencement Date (as such term is defined in Section 3(a) hereof), and continuing for the applicable "License Period" (as such term is defined in Section 3(a) hereof). In connection with its use of each Licensed Area and to the extent applicable, Licensee shall also have the non-exclusive right to use (a) in common with Licensor and the other occupants of the building in which the Licensed Area is located, the common areas outside the Licensed Area that Licensor includes therein and (b) in common with the Licensor and the other occupants of the Licensed Area, the hallways, kitchen and restrooms that may be reasonably necessary for Licensee's use of the Licensed Area, except those areas that Licensor may designate as private.

2. Licensed Area. This License shall be for use of the following space or spaces within the following Church Property (the "Licensed Area") for the following dates and times:

[The Licensee will occupy the Synod Office 1 and Synod Office 2 as outlined on the attached exhibit. The Licensee will also be able to utilize the conference room with coordination with the Presbytery Office Manager and the workroom.]

3. License Period.

(a) The License Period for the Licensed Area shall commence on January 1, 2022 (the "Commencement Date") and, subject to the provisions of subparagraphs (b) and (c) below (as and to the extent applicable), shall expire at 11:59 P.M. on December 31, 2024 (the "Expiration Date"), unless sooner terminated pursuant to any term or provision of this Agreement or otherwise as permitted by law.

(b) Notwithstanding the provisions of Paragraph (a) above, Licensor and Licensee shall each have the right to revoke and terminate this License Agreement, without cause, for any reason or for no reason, by delivery to the other party of written notice of termination, setting forth the date of termination; provided, however, that so long as the Licensee is not in default under the terms of this Agreement, the termination date shall not be earlier than December 31, 2024 following the date of such notice. This Agreement is

intended by the parties to be a use agreement and not a lease, and does not create any right, title or interest on the part of Licensee in the Church Property or the Licensed Area.

4. Payments. The above permission is granted for the following consideration:

The monthly usage fee of \$1000 + \$100 for phone and internet usage per month will be due by the first of each month. During the second year of this agreement, the monthly usage fee will be \$1050 + \$105 for phone and internet usage per month. During the third year, the monthly usage fee will be \$1102.50 + \$110.25 for phone and internet usage per month.

5. Nature of Use of Licensed Area. Licensee is an organization which has obtained and maintains an exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The use of the Licensed Area shall be strictly limited to the following:

Maintaining an office to conduct the business of the Synod of South Atlantic

6. Compliance with Law; Observance of License Provisions.

(a) Licensee shall promptly comply with all present and future applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of any fire department, policing authority, public health regulatory body or any similar body (all of the foregoing being hereinafter collectively referred to as "Laws") having jurisdiction which shall impose any violation, order or duty upon Licensor with respect to the Licensed Area.

(b) Licensee acknowledges that Licensee has been furnished, and hereby agrees to abide by, all policies of the Licensor now in effect with respect to use of Church Property, including the Licensed Area.

(c) In the event Licensee is in violation of any Law or otherwise in default under any of the terms of this Agreement and such default is not cured after written notice from Licensor as provided in Section 10 below, Licensor shall have the right enter such Licensed Area and cure the same at the sole cost and expense of Licensee.

7. Repairs; Replacements. Licensee, throughout the License Period, shall take good care of the Licensed Area and the personal property of Licensor located therein, including all furniture, fixtures and furnishings. Licensee shall also be responsible for the (i) replacement of lost or stolen property and (ii) the cost to repair any damage other than damage from the elements, fire or other casualty, to Licensed Area to the extent that any such loss or damage is caused by Licensee or any agent, employee, licensee or invitee of Licensee.

8. Parking; Storage. Licensee shall have nonexclusive access to the parking spaces located on the property leased by Licensor during the times permitted hereunder for use of the Licensed Area. Licensee may not use any portion of the property owned by Licensor, including the Licensed Area, for purpose of storage of materials, equipment, furniture, furnishings or other personal property if Licensee or any third party.

9. Insurance/Indemnity.

(a) Licensee shall maintain in full force and effect throughout the License Period general liability insurance in an amount determined by Licensor under Licensor's policies adopted by the governing body of Licensor. Licensee shall provide evidence of such insurance to Licensor prior to the Commencement Date. The amount shall not be less than that recommended by The Insurance Board. The Licensor shall be listed as a certificate holder and a named insured. If the move-in date or dates are prior to the Commencement Date, the Licensee shall obtain general liability insurance to begin at that time.

(b) Licensee shall indemnify, defend and hold Licensors, and any member, officer, agent and employee of Licensors (the "Licensors Indemnities") harmless from and shall defend the Licensors Indemnities against all claims made or judicial or administrative actions filed which allege that any one of the Licensors Indemnities is liable to the claimant (other than to the extent caused by or arising from a Licensors Indemnity's gross negligence or willful misconduct) by reason of (i) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about the License Area or the Premises, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of, the License Area or the Premises, if caused by any act or omission of Licensee or its agents, partners, contractors, employees, permitted assignees, licensees, sublessees, invitees or any other person or entity for whose conduct Licensee is legally responsible, (ii) violation by Licensee of any contract or agreement to which Licensee is a party in each case affecting the License Area or the occupancy or use thereof by Licensee, (iii) violation of or failure to observe or perform any condition, provision or agreement of this License Agreement on Licensee's part to be observed or performed hereunder, and (iv) Licensee's manner of use and occupancy of the License Area, except to such extent that any such claim arises from the gross negligence or willful misconduct of Licensors.

10. Default. In addition to the right of revocation granted to each party in Section 4(b) above, if either party defaults in the performance of any of its obligations hereunder with respect to a License Area and such default continues for more than ten (10) days after receipt of written notice from the non-defaulting party the non-defaulting party shall have the right to terminate the License and pursue any other remedies available at law or in equity.

11. Rights of Landlord. The Premises, including the License Area, are held by Licensors as a tenant under an existing lease with Landlord (the "Lease"). All rights and undertakings of the parties to this Agreement are subject to the Lease and the rights of Landlord thereunder. Notwithstanding anything herein to the contrary, this Agreement shall terminate upon the termination of the Lease without further action of either party.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

13. Governing Law. This Agreement shall, with respect to the License Area, be governed by and construed in accordance with the laws of the State of Florida.

Agreed to by:

Licensee [Signature]

Licensors _____

Address 1937 University Blvd. W

Address _____

Jacksonville, FL 32217

Date April 8, 2022

Date _____

