

**FIRST AMENDMENT to
COMMERCIAL LEASE AGREEMENT**

This FIRST AMENDMENT to COMMERCIAL LEASE AGREEMENT ("First Amendment") is entered into this 5th day of JULY, 2023, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("Landlord"), and ReSurge Church, Inc., a non-profit corporation organized under the laws of the State of Idaho ("Tenant").

WHEREAS, the Parties seek by this First Amendment to extend the lease term of the Commercial Lease Agreement ("Lease"), a copy of which is attached hereto as *Exhibit A*;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

A. SECTION 2 MODIFIED. Section 2 of the of the Lease shall be modified to read as follows:

2. Term of Lease. This Lease shall expire at 11:59 p.m. on February 29, 2024.

B. SECTION 4 MODIFIED. Section 4 of the of the Lease shall be modified to read as follows:

4. Rent. Tenant shall pay to the Landlord monthly rent ("Rent") on a per square foot basis. For purposes of this Lease, the Parties have agreed that the square footage to be used in computing the Rent shall be 7,200 square feet.

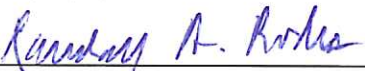
4.1 Rent amount. Tenant shall pay Rent for the Leased Premises of 53/100 Dollars (\$0.53) per square foot, which is \$3,816.00 per month.

4.2 Payment date. Tenant shall pay the Rent to Landlord, in advance, on the first day of each month of the lease term, and any renewals thereof. In the event the lease term terminates on a date that is not the first or last day of the month, Tenant shall pay a prorated monthly installment, in advance, on the first day of the last month of the lease term, at the then current rate, based on the number of days of actual occupancy during the last calendar month of the lease term.

C. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the original June 1, 2018 Lease shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the June 1, 2018 Lease or this amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

TENANT:



Randall A. Rodes, President
ReSurge Church, Inc.

CITY OF MERIDIAN:

BY:

Robert E. Simison
Mayor

Attest:

Chris Johnson
City Clerk

EXHIBIT A
June 1, 2018 Lease

COMMERCIAL LEASE AGREEMENT

Suite 101 of Homecourt Facility

Tenant: ReSurge Church, Inc.

Landlord: City of Meridian

THIS LEASE AGREEMENT ("Lease") is entered into this date and retroactive to an effective date of June 1, 2018, between the City of Meridian, an Idaho Municipal Corporation, hereafter referred to as "Landlord," and ReSurge Church, Inc., an Idaho Religious Corporation, hereafter referred to as "Tenant," sometimes collectively referred to as the "Parties." The Parties agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions set out in this Lease, that portion of the Landlord's building commonly known as the Meridian Homecourt at 936 W. Taylor, Suite 101, described and depicted on Exhibit "A," containing approximately 7,200 square feet. The previously described property and other improvements now or hereafter placed on it, are hereafter called the "Property," "Leased Premises," or "Premises."

2. **Term of Lease.** The Parties are currently in a landlord/tenant relationship under an agreement which commenced on June 1, 2008 and which terminates on May 31, 2018. This Lease Agreement shall supersede all terms and conditions of the prior agreement. This Lease Agreement shall commence on June 1, 2018 and shall continue for sixteen months (Initial Term to terminate on September 30, 2019). Tenant shall be entitled to four additional twelve month terms (up to September 30, 2023) so long as neither Party has given Notice to Terminate. Landlord and Tenant each have a unilateral right to terminate this Lease upon giving the other Party six month prior written notice. The Parties may extend this Lease beyond September 30, 2023 if they are able to reach agreement on rental rates and enter into a written extension to this Lease Agreement.

3. **Common Areas.** Tenant will also have nonexclusive use of the common areas located on the land on which the Premises is situated, including, but not limited to, the parking lot and sidewalks adjacent to the Premises and all other areas on such land intended to be used in common by all of the tenants of the Building and their invitees (collectively "Common Areas").

4. **Rent.** Tenant shall pay to the Landlord monthly rent ("Rent") on a per square foot basis. For purposes of this Lease, the Parties have agreed that the square footage to be used in computing the Rent shall be 7,200 square feet.

4.1 **Initial Rent.** Tenant shall pay Rent for the Leased Premises of 48/100 Dollars (\$0.48) per square foot, which is \$3,456.00 per month, for the Initial Term of this Lease. Rent shall be paid in lawful money of the United States.

4.2 Rent for Successive Terms. If neither Party has given notice to terminate, the following rates shall apply for successive 12 month terms:

4.2.1 Year 2 (Beginning October 1, 2019). Tenant shall pay Rent for the Leased Premises of 50/100 Dollars (\$0.50) per square foot, which is \$3,600.00 per month.

4.2.2 Year 3 (Beginning October 1, 2020). Tenant shall pay Rent for the Leased Premises of 51/100 Dollars (\$0.51) per square foot, which is \$3,672.00 per month.

4.2.3 Year 4 (Beginning October 1, 2021). Tenant shall pay Rent for the Leased Premises of 52/100 Dollars (\$0.52) per square foot, which is \$3,744.00 per month.

4.2.4 Year 5 (Beginning October 1, 2022). Tenant shall pay Rent for the Leased Premises of 53/100 Dollars (\$0.53) per square foot, which is \$3,816.00 per month.

4.3 Payment Date. Tenant shall pay the Rent to Landlord, in advance, on the first day of each month of the lease term, and any renewals thereof. In the event the lease term terminates on a date that is not the first or last day of the month, Tenant shall pay a prorated monthly installment, in advance, on the first day of the last month of the lease term, at the then current rate, based on the number of days of actual occupancy during the last calendar month of the lease term.

4.4 Common Area, Services and Taxes.

4.4.1 Tenant's Rent is inclusive of Tenant's pro rata portion of landscaping, irrigation, garbage collection, snow and ice removal, maintenance and repair as described herein, (collectively hereinafter "Operating Expenses") related to the Premises. In the event any utilities are separately metered, Tenant agrees to timely pay any and all charges for such utilities directly to the utility provider, which includes but is not limited to electric power, natural gas and communications utilities. Tenant shall also provide and pay for their own janitorial services for the leased premises.

4.4.2 Tenant shall pay, before the same become delinquent, all taxes assessed against Tenant's personal property, furniture, fixtures, equipment, inventory and other property on the Leased Premises, if any.

4.5 Late Fees. In the event any rental amount called for herein is not paid within ten (10) days from the date it is due Tenant shall pay to Landlord a late charge of five percent (5%) of the rental amount for each unpaid Lease payment until such payment is paid. The late charge is due immediately and is in addition to all of Landlord's other rights in this Lease. In the event Landlord gives written notice of Tenant's default, delinquency or other Lease violations, Tenant agrees to pay Landlord's actual costs and attorneys' fees reasonably incurred in providing such notice, in addition to the late charge and all other payments and obligations called for herein.

4.6 Security Deposit. There is no security deposit associated with this Lease Agreement.

5. Acceptance of Facilities. Tenant hereby accepts the Leased Premises, Building and Property in their present condition. No representation, statement or warranty, expressed or implied, is or shall be made by or on behalf of the Landlord as to the Building's or the Leased Premises' condition, or as to the use that may be made of the Building or Leased Premises unless specifically set forth in writing. Tenant releases Landlord from any responsibility for any representation that may have been made to the Tenant about the Leased Premises or Building that is not specifically set out in this Lease Agreement.

6. Use of Leased Premises. The Premises shall be used by Tenant solely as a Church and other related purposes, and shall be used for no other purposes unless agreed to in advance by Landlord.

7. No Smoking Policy. The Premises is a no smoking facility. No persons shall smoke within the Leased Premises, within any Common Areas, or anywhere on the Premises.

8. Services and Utilities. Landlord does not warrant that any utilities and services will be free from interruption. The Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of heat or any utility services due to any cause, other than Landlord's negligent or willful acts. No temporary interruption or failure of services due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond Landlord's control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Lease.

9. Parking. The management of Tenant parking shall be the responsibility of the Tenant. The Landlord has not made specific parking stall assignments.

10. Alterations and Improvements. Tenant shall make no changes, improvements or alterations, to the Leased Premises without the Landlord's prior written consent, which Landlord shall not unreasonably withhold.

10.1 All approved changes shall be at the Tenant's sole cost and expense and Tenant shall use a licensed and bonded contractor or contractors for such alterations, and use a licensed public works contractor if required by law. In the performance of such work, Tenant agrees to comply with all laws and ordinances and to hold Landlord harmless from any damage, loss or expense caused by work performed by Tenant or Tenant's contractors.

10.2 Any alterations, including the tenant improvements already existing on the Leased Premises at the commencement of this Lease, shall become at once a part of the realty and belong to the Landlord, except trade fixtures supplied and paid for by the Tenant subject to the Tenant's duty to remove as set out in this Agreement.

10.3 At Landlord's request, within thirty (30) days prior to the Lease's termination, Tenant shall restore the Leased Premises to the condition that existed at the commencement of the Lease, except for normal wear and tear; provided that Tenant may request, prior to commencing any approved change, improvement or alteration, Landlord's written waiver of this section with regard to said change, improvement or alteration.

10.4 Tenant shall keep the Leased Premises free from any liens, and shall indemnify and hold Landlord harmless and defend it from any liens or encumbrances, damage, loss or expense arising out of any work performed or materials furnished by or at the direction of Tenant, or otherwise, to the Leased Premises.

11. Trade Fixtures. Tenant may install such equipment as is customarily used in the type of business conducted by Tenant; provided it can be installed without damage to the Building or Leased Premises. At the termination of this Lease, at the direction of the Landlord, Tenant shall, or at Tenant's option Tenant may, remove from the Leased Premises all such equipment and all other property of Tenant provided that Tenant repairs the damage caused by the removal and restores, at the Tenant's sole cost and expense, the Leased Premises. Any property of the Tenant not removed by the termination of this Lease shall at the option of the Landlord become the property of the Landlord.

12. Repair and Maintenance.

12.1 Unless otherwise agreed, Tenant shall, at its own expense, maintain and make all necessary repairs and replacements to the Leased Premises and every part thereof, including the HVAC system, fixtures, and equipment. Such maintenance, repairs and replacements shall be made promptly as and when necessary. All repairs and replacements must be of quality and class at least equal to the original work.. Notwithstanding the foregoing, the Landlord shall be responsible for repairing and replacing the structural components of the Leased Premises, including the roof, exterior walls (except glass, doors, and door frames), fire protection system and plumbing systems (except for plumbing fixtures that are part of the tenant improvements) .

12.2 On default of the Tenant in making such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent.

12.3 Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by any act or omission of Tenant, its employees, agents, invitees or licensees.

13. Right of Entry. Landlord may enter the Leased Premises at all times for emergencies, and at reasonable times, after reasonable notice, during or after business hours, for the purpose of inspecting, cleaning, repairing, altering, improving or exhibiting the Leased Premises, but nothing in this Lease shall be construed as imposing any obligation on the Landlord to perform any such work.

14. Damage or Destruction.

14.1 All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises at the invitation of Tenant shall be paid for by Tenant.

14.2 If the Leased Premises should be damaged or destroyed by fire or other casualty, the rent shall be abated in the same ratio as the portion of the Lease Premises rendered unfit for

occupancy bears to the whole of the Leased Premises. Notwithstanding the previous sentence, if the Property or the Leased Premises are partially or totally destroyed or damaged by fire or any other casualty to the extent that a substantial part of the Property or the Leased Premises is rendered untenable, this Lease shall terminate thirty (30) days following said damage or destruction.

15. Indemnity.

15.1 The Tenant shall indemnify the Landlord from and against any and all claims, demands, causes of action, suits or judgments (including fees, costs and expenses [including attorney fees] incurred in connection therewith and in enforcing the indemnity) for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use or occupancy of the Tenant's Portion or any improvements thereon; or by Tenant's nonobservance or nonperformance of any law, ordinance or regulation applicable to the Leased Premises; or incurred in obtaining possession of the Tenant's Portion after a default by the Tenant, or after the Tenant's default in surrendering possession upon termination of the Lease, or enforcing any of the Tenant's covenants in this Lease. This includes, without limitation, any liability or injury to the person or property of Tenant, its agents, officers, employees, or invitees.

15.2 In the event of any such claims made or suits filed, Landlord shall give Tenant prompt written notice thereof and Tenant shall have the right to defend or settle the same to the extent of its interests thereunder.

16. Insurance.

16.1 Tenant shall provide its own property damage insurance.

16.2 From and after the commencement date of the term of this Lease, Tenant shall provide liability insurance at its sole cost and expense, against claim for bodily injury and property damage under a policy of general liability insurance, with limits of \$1,000,000 single limit or its equivalent for bodily injury, and \$500,000 for property damage for matters occurring at the Leased Premises as a result of Tenant's occupancy or use. Such policy shall name Landlord as additional insured. Before commencement of the Initial Term, Tenant shall furnish the Landlord with a certificate evidencing the aforesaid insurance coverage.

16.3 The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder. No policy of Tenant's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord by the insurer. Tenant shall, at least thirty (30) days prior to the expiration of the policies, furnish Landlord with renewals or binders.

16.4 The insurance shall be issued by carriers acceptable to the Landlord, and Landlord's approval shall not be unreasonably withheld.

17. Assignment and Subletting. Tenant shall be not be entitled to assign, transfer or sublet this Lease.

18. Quiet Enjoyment. Landlord covenants that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without disturbance by the Landlord or from any person claiming through the Landlord.

19. Signs.

19.1 All signs must comply with sign ordinances and be placed in accordance with the required permits.

19.2 At the termination of this Lease, Tenant shall remove all signs placed by it upon the Leased Premises, and shall repair any damage caused by such removal.

20. Vacating Upon Termination. Tenant covenants and agrees that upon the expiration of the Lease, or upon the termination of the Lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the above-described Leased Premises together with all improvements, except trade fixtures, thereon to the Landlord, Landlord's agents or assigns unless Tenant shall have expressly acquired the right to remain through another written extension of this Lease.

21. Licenses and Permits. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for conducting its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions, and the Landlord, when necessary, will join with the Tenant in applying for all such permits and licenses.

22. Default and Reentry.

22.1 If Tenant defaults in any rent payment due under the terms of this Lease, and such default is not cured within ten (10) calendar days after written notice from Landlord or if the default is other than the payment of rent and the default is not cured within thirty (30) calendar days after written notice from Landlord, Landlord may terminate this Lease and reenter the Leased Premises.

22.2 Notwithstanding any reentry, the liability of the Tenant for the full amounts payable by the Tenant under this Lease shall not be extinguished for the balance of the Lease or renewal term.

23. Removal of Property.

23.1 If the Landlord, after Tenant's default, lawfully reenters the Leased Premises, Landlord shall have the right, but not the obligation, to remove all property located therein and to place such property in storage or to secure the property on the Leased Premises at the Tenant's expense and risk. If the Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days' written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale.

23.2 Landlord, at its sole discretion, may retain any trade fixtures and other items of Tenant's property, which are not removed by the Tenant at the expiration of the Lease or at such earlier time as Tenant's rights under this Lease may be terminated for default. At Landlord's option, title to the fixtures and other property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property or for any other matter in connection for the Landlord's acquisition of the fixtures and attached property.

24. Holdover. If Tenant shall holdover after the expiration of the term of this Lease, Tenant, shall remain bound by all of this Lease's covenants and agreements, except that the tenancy shall be from month to month, and the monthly rent shall be the rent amount due the last month of the immediately preceding term.

25. Nonwaiver of Covenants. The Landlord's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future. The subsequent acceptance of rent, whether full or partial payment, by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular part of the rent accepted, regardless of the Landlord's knowledge of the proceeding breach at the time of the acceptance of that part of the rent.

26. Costs and Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation or arbitration regarding any of the terms of this agreement, the prevailing party as determined by the Court or arbitrator shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as may be adjudged by said Court or arbitrator to be due.

27. Force Majeure. Landlord's or Tenant's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control of Landlord or Tenant, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, earthquakes, epidemics and strikes.

28. Captions and Construction. The titles to sections of the Lease are not a part of this Lease and shall have no effect upon the construction and interpretation of any part of the Lease.

29. Time. TIME IS OF THE ESSENCE IN THIS LEASE.

30. Binding on Heirs, Successors and Assigns. All the covenants, agreement terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other sections of this Lease.

31. Savings Clause. Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

32. Incorporation. This agreement represents the entire agreement of the parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Lease. No alterations, changes, or amendments to this Lease will be binding upon either party unless such party has executed a written statement acknowledging such alteration, change or amendment.

33. Governing Law. This Lease shall be governed by the law of the State of Idaho and venue for any action arising from this Lease shall be in Ada County, Idaho.

34. Remedies Cumulative. The specified remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

34.1 The Landlord's selection of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

35. Notices.

35.1 Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Landlord: City Clerk
 33 E. Broadway
 Meridian, Idaho 83642

With a copy to: Department of Parks and Recreation
 33 E. Broadway
 Meridian, Idaho 83642

Tenant: Randall A. Rodes
 2582 Jeffery Ct
 Meridian, Idaho 83642

With a copy to ReSurge Church

936 E. Taylor, suite 101

Meridian, Idaho 83642

35.2 Notices mailed shall be deemed given on the date of mailing. Landlord and Tenant shall notify each other of any change of address.

36. **Interpretation.** This Lease has been submitted to the scrutiny of all parties and their counsel; Landlord is represented by the Meridian City Attorney, and Tenant has had the opportunity to consult with independent legal counsel of its choosing. This Lease shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2018, and state that they are authorized to execute this agreement.

SIGNATURES TO FOLLOW ON NEXT PAGE

LANDLORD:

By Tammy de Weerd
Mayor Tammy de Weerd

Attest: [Signature]



STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-5-18 (date) by Tammy de Weerd and C.Jay Coles on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.



Notary Signature Charlene Way

My Commission Expires: 3-28-2022 Meridian, Id.

TENANT:

By Randall A. Rodas

Randall A. Rodas, President

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 6/1/18 (date) by Randall A. Rodas on behalf of Resurgence Church, in his capacity as its President.



Notary Signature Michelle Albertson

My Commission Expires: 3-23-22

EXHIBIT A

Building Legal Description: PAR #6725 OF E2SW4 SEC 12 3N 1W

Ada County Parcel Number: S1212346725

Leased Premises: Suite 101 thereof (as depicted in the hash-marked area below), together with Common Areas.

