

LETTER OF INTENT

April 17, 2012

Garden Grove Seventh-day Adventist Church
12702 9th Street
Garden Grove, CA 92840

RE: Mars Hill Church
Letter of Intent for Facility Use Agreement

Ladies and Gentlemen:

Mars Hill Church, a Washington non-profit corporation (“Mars Hill” or “Tenant”), is a non-denominational Christian church that was founded in 1996 by Pastor Mark Driscoll. Mars Hill is a multi-site church with over 15,000 in weekly attendance at 14 church locations across 4 states, including WA, OR, CA and NM. The church is autonomous, self-governing and headquartered in Seattle, WA.

The following outlines the terms and conditions under which Mars Hill would consider entering into a Facility Use Agreement for the Property described below.

Tenant: Mars Hill Church
1411 NW 50th Street
Seattle, WA 98107

Landlord: Garden Grove Seventh-day Adventist Church
12702 9th Street
Garden Grove, CA 92840

Property: 12702 9th Street, Garden Grove, CA 92840

Use of the Property: Landlord will allow Tenant to use the Property each Sunday from 6:00 am until 3:00 pm for an initial term of one (1) year from the commencement date set forth in the definitive agreement to be executed between the parties. Tenant will have the option to extend the term for up to four (4) consecutive six-month periods. Notwithstanding the foregoing, Tenant may terminate the Facility Use Agreement at any time during the term by providing Landlord with ninety (90) days advance written notice of termination. Tenant’s use of the Property shall be limited to the main worship space, all available church parking and children’s facilities. If Landlord desires to exclude any other areas from Tenant’s use, those areas will be specifically listed in the definitive agreement.

Tenant may hold up to three (3) services per Sunday during the term of the

agreement.

Rent: Tenant will pay Landlord a monthly fee of \$4,000 for the use of the Property and ancillary areas as described herein.

Utilities; Taxes: Landlord will be responsible for furnishing all utilities during regularly scheduled use and will be responsible for the payment of all utilities, real property taxes and assessments, license fees, excise fees, occupation taxes, personal property taxes, leasehold taxes, and insurance premiums.

Repairs, Maintenance and Custodial Service: Landlord will be responsible for all routine maintenance of the Property (i.e. water heaters, plumbing, HVAC). Tenant will be responsible for repairing any damage arising out of or relating to its use of the Property. Landlord shall provide all custodial services, except that Tenant will be responsible for cleaning the worship center and children's area after each church service.

Signage: Tenant will be granted temporary signage rights on Sundays in accordance with the Property use described herein. Any signage either interior or exterior shall be subject to prior approval by Landlord, which will not be unreasonably withheld, and subject to City of Garden Grove sign ordinances and codes.

Storage: Landlord will provide Tenant secure on-site storage for one mobile projector when not in use.

Commissions: Tenant is represented by Cresa as its real estate broker. Cresa shall be paid a total leasing commission equal to four percent (4%) of the aggregate rent. The commission shall be paid in full, upon execution of the Facility Use Agreement.

This Letter of Intent is for negotiation purposes only. A binding agreement will not exist unless and until a definitive agreement has been negotiated, approved, executed and delivered. Each person shall have the right to terminate all negotiations regarding this transaction in their sole discretion without liability or obligation.

Promptly following execution of this Letter of Intent, Tenant will deliver a Facility Use Agreement incorporating the terms described above.

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If the terms and conditions of this Letter of Intent are acceptable to Landlord, please sign below and return to Tenant by April 20, 2012.

Sincerely,

MARS HILL CHURCH

By: 

Dave Bruskas
Network Pastor

AGREED AND ACCEPTED THIS ___ DAY
OF APRIL, 2012

GARDEN GROVE SEVENTH-DAY
ADVENTIST CHURCH

By: _____
Name: _____
Title: _____