RELATIONSHIP AGREEMENT BETWEEN THE BAPTIST GENERAL CONVENTION OF TEXAS AND DALLAS BAPTIST UNIVERSITY

This Relationship Agreement (the "Agreement") is an agreement between The Baptist General Convention of Texas d/b/a Texas Baptists ("BGCT" or "Texas Baptists") and Dallas Baptist University ("DBU").

PREAMBLE

Texas Baptists is a movement of God's people to share Christ and show love by strengthening churches and ministers, engaging culture, and connecting the nations to Jesus. DBU is a Christ-centered university whose focus is to please God above all else and to develop Christian servant leaders through a transformative educational experience. Rooted in a shared history and commitment to the Baptist tradition, Texas Baptists and DBU have worked in unity to further their missions and prepare students to be servant leaders who will impact the world for God's glory.

From its inception, DBU has remained dedicated to providing a Christ-centered education. This mission has been strengthened by the unwavering support of Texas Baptists, whose prayers, guidance, and resources have helped DBU fulfill its vision of producing graduates who will extend the Kingdom of God in churches, communities, and the broader world.

Texas Baptists and DBU enter this agreement to provide clarity regarding the nature of their relationship and their shared commitment to advancing the Kingdom of God. DBU leadership has undertaken a comprehensive review of its governance framework to navigate evolving institutional and regulatory challenges and ensure that its governance structure remains aligned with its mission. To this end, DBU updated its bylaws to permit Texas Baptists to appoint 25% of the members of its Board of Trustees ("Trustees"), and—concurrent with this agreement—DBU is making changes to its certificate of formation to align with its bylaws and this agreement. Importantly, these governance changes do not reflect a desire to diminish the longstanding commitment and partnership between Texas Baptists and DBU. Both parties acknowledge and support the Texas Baptists Cooperative Program as the funding mechanism connecting churches and partner institutions. Furthermore, both parties remain committed to furthering their respective and shared missions in advancing the Kingdom.

Recognizing the importance of this historic and ongoing relationship, Texas Baptists and DBU seek to reaffirm, strengthen, and clearly define their relationship. Through this Agreement, both parties commit to continuing their cooperative efforts in ministry, education, and financial support, ensuring that DBU remains a beacon of Christian higher education that produces servant leaders for generations to come and that the Texas Baptists and its representative churches remain an integral driver for furthering this mission.

Texas Baptists and DBU desire to continue and enhance their long-standing and mutually beneficial relationship in ministry and financial support. Accordingly:

- 1. This Agreement is, and all future relationships between Texas Baptists and DBU shall be the result of, the voluntary decisions of the Texas Baptists and DBU, each acknowledging and respecting the other's autonomy and independence.
- 2. Texas Baptists and DBU commit to work cooperatively together on various ministry and other missionrelated projects which may include, but are not limited to, missions, advisory boards, Congreso, theological education through DBU's Mary C. Crowley College of Christian Faith, the Graduate School of Ministry, and the Gary Cook School of Leadership.
- 3. DBU's bylaws authorize Texas Baptists to elect 25% of DBU Trustees, which shall be subject to the other terms and conditions of this Agreement and DBU's governing documents:
 - 3.1 Such Trustees shall be elected following the Texas Baptists' usual committee process, set forth in this Agreement, for bringing nominations of institutional directors and trustees to the annual meeting of the Texas Baptists, other than as otherwise set forth in this Agreement and DBU's governing documents.
 - 3.2 Texas Baptists nominating process for DBU Trustees shall commence with recommendations presented by a sub-committee composed of: (i) one Texas Baptist designee, (ii) the President of DBU (or his or her designee), and (iii) the Chair of the DBU Board of Trustees (or his or her designee). A "Texas Baptist Church" is a church that identifies itself with, aligns itself with, and endorses, generally, the purposes and work of Texas Baptists, and is otherwise eligible to send messengers to the Texas Baptists annual meeting and that cooperates in Texas Baptists ministries by contributing financially to Texas Baptists.
 - 3.3 The purpose of the Texas Baptists process is to ensure that DBU receives qualified Trustees. Persons nominated by the Texas Baptists process will be persons who can fulfill important moral, legal and technical commitments to DBU. They must be persons who possess talents and perspective, as well as general qualifications for DBU Board membership. Texas Baptists will review the composition of DBU's Board and cooperate with DBU in developing a Board representative of various backgrounds and experiences. Texas Baptists will also consider in the nomination process issues relating to DBU's accreditation. Because the Texas Baptists' authority is a delegation of authority from DBU and because of issues relating to DBU's accreditation, Texas Baptists agree that it will consider DBU's best interests as the only criterion in the selection of DBU Trustees, subject to a requirement that the individual person elected shall be a member of a Texas Baptist Church. Potential conflicts of interest or other qualification issues (other than the qualifications set out in this paragraph) identified will not be a barrier to election if waived by DBU.
 - 3.4 DBU shall have the right to confirm (or not to confirm with good cause) the Trustees elected by Texas Baptists after Texas Baptists' annual meeting at which a DBU Trustee is elected by Texas Baptists. In the event DBU does not confirm any Texas Baptists elected Trustee; Texas Baptists may elect another Trustee to fill the vacancy using the process outlined in this Section.
- 4. Subject to DBU's normal nomination and appointment procedures outlined in its governing documents. DBU additionally agrees to nominate Trustees such that 51% of its Trustees come from a Texas Baptists church and 100% of its Trustees are Baptist so long as Texas Baptists provides the financial support outlined in the Addendum to this Agreement and subject to DBU's normal nomination and appointment procedures outlined in its governing documents.
- 5. Texas Baptists and DBU agree to fully perform, observe, and comply with all terms, conditions, and obligations of the Addendum to this Agreement, which governs financial support, scholarships, and Texas Baptists' ongoing representation on DBU's Board of Trustees. This Addendum is deemed a material term of this Agreement, and is incorporated herein by reference as if fully set forth herein.
- 6. Texas Baptists recognizes that DBU is an independent, nonprofit, nonmember corporation under the laws of the State of Texas with the full legal right, power and authority to amend or rescind its

certificate of formation, bylaws and other governing documents without approval or consent of the Texas Baptists or any other party, notwithstanding any terms and conditions of this Agreement. If DBU intends to reduce the percentage of Trustees that the Texas Baptists elect, DBU agrees to notify Texas Baptists prior to making such changes to DBU's bylaws or other governing. Any such notice provided is a courtesy to Texas Baptists' and does not require Texas Baptists' approval or consent.

- 7. DBU agrees to voluntarily submit to Texas Baptists, for each Texas Baptists annual meeting, such written reports as will keep Texas Baptists fully informed concerning the activities, plans, resources, financial condition, and legal status of DBU.
- 8. The Parties agree to conduct an initial review of this Agreement five (5) years from the Effective Date. Thereafter, the Parties shall review the Agreement every ten (10) years to assess its continued relevance, effectiveness, and make any necessary modifications. Each review shall be conducted in good faith, and, unless otherwise amended in writing, the Agreement shall remain in full force and effect during and after each review period.
- 9. No amendment to this Agreement shall be effective unless the amendment is in writing and lawfully executed by both parties.
- 10. This Agreement shall be governed by the laws of the State of Texas. If this Agreement should ever become an issue in any lawsuit instituted by a third party, the parties hereto agree that the proper and exclusive venue shall be in Dallas County, Texas. This Agreement is signed by representatives of the Texas Baptists and DBU respectively and is jointly recommended for approval on behalf of the Texas Baptists by its Executive Board and on behalf of DBU by its Board of Trustees. This Agreement shall become effective only upon approval by the Executive Board of Texas Baptists and by the Board of Trustees of DBU.

Executed this day of November _____, 2025.