

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 28th day of June, 2016, by and between Bryan College ("Lessor"), and National Association of Christian Athletes ("Lessee").

WITNESSETH:

Lessor, for and in consideration of the following covenants and promises to be kept and performed by Lessee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has demised and leased to Lessee the real property located at 370 Fort Bluff Camp Road, Rhea County, Dayton, Tennessee 37321-6459, and described more particularly on Exhibit A attached hereto, together with all improvements and fixtures now erected thereon, and all rights and privileges appurtenant thereto (the "Campgrounds").

TO HAVE AND TO HOLD, the Campgrounds upon the following terms and conditions:

1. Term. The term of this Lease shall commence on the date that certain Quitclaim Deed conveying the Campgrounds to Lessor as the fee owner was recorded with the Rhea County Register of Deeds, and continue thereafter for a period of twelve (12) months unless sooner terminated in accordance with the terms and provisions hereof. This Agreement shall automatically renew for additional twelve (12) month terms unless either party provides written notice of non-renewal at least thirty (30) days before the expiration of the relevant term.

2. Rental.

(a) Lessee shall pay to Lessor during the term of this Lease rental at the rate of Ten Thousand Dollars (\$10,000) per month. To the extent that this Lease begins on a day other than the first of a month, the rent for the first and last month shall be prorated based on the number of days in the month.

(b) The first month's payment shall be due upon execution of this Agreement with all remaining rental payments due hereunder payable to Lessor in advance on the first business day of each month throughout the term of this Lease without notice or demand, which is hereby expressly waived by Lessee. Payments shall not be considered delinquent however until they are ten (10) days overdue. Notwithstanding the foregoing, Lessor may extend any time period for payment upon request.

3. Use of Campgrounds; Maintenance and Upkeep.

(a) Lessee shall use the Campgrounds for camping activities, athletic and outdoor events, educational and spiritual activities, and related purposes within Lessee's charitable mission and for no other purpose. Lessee has inspected the Campgrounds and accepts same "AS-IS." During the term of this Lease, Lessee shall keep and maintain the Campgrounds in a safe, clean and orderly condition, and in such a manner as to comply with all laws, ordinances, regulations and requirements of any governmental authority, and shall not carry on or permit upon the Campgrounds any offensive or dangerous activity nor any nuisance to the public or adjoining landowners and neighbors. Without limiting the generality of the foregoing, Lessee

shall perform or cause to be performed all necessary maintenance and repairs to the Campgrounds as necessary for the proper upkeep and good repair of cabins, camp buildings, athletic facilities, bathroom or outbuilding facilities, and related equipment and appliances. Lessee shall keep the Campgrounds clean and free of rubbish and unlawful obstructions of any kind and Lessee shall be responsible for general upkeep and maintenance of the Campgrounds.

(b) If Lessee fails to make or pay for any repairs or undertake any maintenance required of it under this Lease within a reasonable time, Lessor may make such repairs or undertake any maintenance and obtain reimbursement from Lessee for all costs incurred as additional rent. Lessor shall have no obligation for the maintenance and upkeep of the Campgrounds, it being the intent of the parties that Lessee shall be responsible for all maintenance, repairs and/or replacements whatsoever for the Campgrounds.

(c) Lessor acknowledges that use of the Campgrounds by Lessee and its invitees may vary by season. Lessee shall provide to Lessor annually a written schedule or calendar showing for a given calendar year or any relevant portion thereof, periods when the Campgrounds will be used, scheduled events and idle periods due to seasonal concerns. Lessee shall undertake reasonable actions and steps to prepare the Campgrounds for periods of non-use and protect and preserve facilities, appliances and equipment from weather related damage, harm caused by extended non-use, vandalism, theft or unauthorized use.

4. Utilities. Lessee shall pay all charges for electricity, water, sewer, telephone or other communication service, cable television, and other utilities used, rendered, or supplied upon or in connection with the Campgrounds, including those billed to Lessee after the termination of this Agreement. All of such utilities shall be placed promptly in the name of the Lessee. All utility charges shall be paid currently and following the termination of this Lease. In the event Lessor is required to pay any utility charges due from Lessee, Lessee shall reimburse Lessor upon demand. The terms of this section shall survive the termination of this Agreement.

5. Taxes. Lessee shall pay all state, county, and municipal taxes assessed against the Campgrounds during the term of this Lease. Lessor shall have the right to pay or contest any taxes claimed due and to the extent Lessor is forced to pay fines, interest or penalties as a result, Lessor may recover same against Lessee.

6. Inspection of Campgrounds. Lessee shall permit Lessor, or its agents, to enter upon the Campgrounds for the purpose of inspecting the same and to effect such repairs as are necessary to the maintenance, security, and preservation of the Campgrounds.

7. Alterations and Improvements. Lessee shall make no material alterations to the improvements on the Campgrounds or construct any additional buildings or make other improvements on the Campgrounds without the prior written consent of Lessor. All alterations, changes, and improvements, built, constructed, or placed on the Campgrounds by Lessee, with the exception of fixtures removable without damage to the Campgrounds and movable personal property, shall, unless otherwise agreed, be the property of Lessor and shall remain on the Campgrounds at the expiration of this Lease.

8. Insurance.

(a) Lessee shall insure the Campgrounds and all appurtenances thereto against any loss due to fire, storm, or any other casualty.

(b) Lessee shall also maintain general liability insurance with minimum limits of one million dollars (\$1M) per occurrence and three million dollars (\$3M) in the annual aggregate covering Lessee's use and operation of the Campgrounds.

(c) Lessee shall maintain sexual misconduct and/or molestation insurance with a minimum limit of one million (\$1M) per occurrence.

(d) Lessee shall, upon request of Lessor, provide evidence of the maintenance of such coverage.

(e) Lessee shall provide proof of insurance prior to Lessor prior to the execution of this Lease.

9. Damage to Campgrounds. If the Campgrounds, or any part thereof, shall be damaged by fire, flood, storm or other casualty not due to the negligence or willful acts of Lessee, or Lessee's family, agents, invitees, guests or visitors, Lessor, at its option, may either: (i) promptly repair the Campgrounds to substantially the condition it was in immediately prior to such damage, and rent payable under this Lease shall be abated proportionately according to the time during which, and the extent to which, the Campgrounds are untenable, or (ii) terminate this Lease, in which case the rental due hereunder shall be prorated to the time of the occurrence of the damage. If the Campgrounds are damaged by the negligence or willful acts of Lessee, or Lessee's agents, invitees, guests or visitors, Lessor shall have the same options to repair the Campgrounds or terminate this Lease; however, Lessee shall be responsible for paying for the costs of repairing the same which exceed applicable insurance proceeds received by Lessor regardless of whether Lessor terminates this Lease and Lessor shall not be foreclosed from pursuing any legal actions Lessor may have against Lessee.

10. Abandonment. Except for scheduled seasonal periods of non-use as provided in Section 3(c), Lessee shall notify Lessor of any anticipated extended absence from the Campgrounds in excess of seven (7) days. Such notice shall be given on or before the first day of any such absence. If Lessee abandons the Campgrounds prior to the termination of this Lease, Lessor may terminate this Lease and re-enter the Campgrounds and/or remove all items of personal property of Lessee and, at any time after thirty (30) days after such re-entry and removal, sell or dispose of any such items and apply the proceeds thereof to any unpaid rent or other amounts due hereunder, damages to the Campgrounds, storage fees, expenses of sale, and

attorneys' fees and expenses. Lessee shall remain responsible for payment of all rental due hereunder and for the performance of all other obligations of Lessee hereunder. Lessee shall further be responsible for all damages to the Campgrounds caused as a result of such abandonment.

11. Assignment and Subletting. Lessee shall not assign, mortgage, or encumber this Lease, or any part thereof, and shall not sublet the Campgrounds or any part thereof, and shall not allow any lien or encumbrance to be placed upon the Campgrounds without the prior written consent of Lessor. Consent to one assignment or subletting will not be deemed a consent to any other. Any assignment or subletting notwithstanding, Lessee shall remain primarily liable to Lessor for the payment of rent and other amounts due hereunder and for the performance of all other obligations hereunder.

12. Warranty and Covenant of Quiet Enjoyment. Lessor covenants and warrants that it has title in fee simple to the Campgrounds, has full power and authority to make this Lease, and Lessee, upon payment of the rental hereunder and upon performance of all other provisions and conditions of this Lease, shall, at all times during the term of this Lease, have and enjoy full, quiet and peaceful possession of the Campgrounds and all rights and privileges incidental thereto.

13. Default.

(a) If Lessee fails to timely pay any rental or other monetary amounts due and delinquent hereunder or maintain required insurance coverages; or if Lessee fails to keep or perform any of its other obligations hereunder, and if such failure to perform continues uncured after Lessor shall have given Lessee not less than thirty (30) days' written notice of such nonperformance, Lessee shall be deemed to be in default hereunder. If Lessee should be in default hereunder, (i) this Lease may be terminated at the option of Lessor, and (ii) Lessor will be entitled, with or without legal process, to re-enter and repossess the Campgrounds, either by summary proceeding, surrender or otherwise, and dispossess or remove therefrom Lessee, and its effects, without being liable to any prosecution therefor; provided, in either of such events, Lessee shall continue to remain liable to Lessor for any of Lessee's obligations hereunder, including the payment of rent and other sums.

(b) If Lessor breaches any of the conditions required to be performed by it under this Lease, and if such failure to perform continues uncured after Lessee shall have given Lessee not less than thirty (30) days written notice of such nonperformance, Lessee may either cure such breach and deduct the cost thereof from rental subsequently becoming due hereunder, or elect to terminate this Lease upon giving at least thirty (30) days' written notice to Lessor of its intention to do so, which notice shall describe Lessor's breach hereof, in which event this Lease shall terminate on the date fixed in such notice.

(c) The acceptance of rent by Lessor shall not be deemed a waiver of Lessee's breach of any obligation hereunder or of Lessor's right to terminate this Lease because of such breach. The waiver by Lessor or Lessee of any breach by the other party shall not constitute a waiver of any other breach hereof.

(d) The remedies expressly given to Lessor in this Lease are not exclusive and Lessor shall have all other remedies available at law or in equity. If Lessor elects to terminate this Lease because of the default of Lessee in performance of its obligations hereunder, then such termination shall affect only the rights of Lessee to remain in possession of the Campgrounds and other obligations of Lessor hereunder but shall not release Lessee of its obligations hereunder including its obligations for the payment of rents and other sums.

14. Assumption of Risk; Indemnification of Lessor. Except as otherwise prohibited by applicable law, Lessee assumes all risks associated with the use of the Campgrounds and Lessee shall, at all times, indemnify and hold harmless Lessor from all losses, damages, claims, liabilities, and expenses, including reasonable attorneys' fees and other expenses, which may arise or be claimed against or imposed upon or incurred by Lessor and be in favor of any person, firm, or entity, for any injuries or damages to the person or property of any person, firm, or entity, consequent upon or arising from:

- (i) Any use or occupancy of the Campgrounds by Lessee;
- (ii) Any act, omission, neglect, or fault of Lessee, its assignees or sublessees, in connection with the use or operation of the Campgrounds;
- (iii) Any act, omission, neglect, or fault of Lessee's agents, servants, invitees, social guests, or licensees in connection with the use or operation of the Campgrounds; or
- (iv) Any failure by Lessee to pay amounts for which it is responsible hereunder or comply with any of the covenants, agreements and terms of this Lease or applicable laws, statutes, ordinances, or regulations.

If any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor shall at Lessee's cost and expense resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor. These indemnification provisions shall survive the termination of this Agreement.

15. Surrender. Upon the expiration of this Lease, Lessee shall surrender the Campgrounds in good condition and repair, reasonable wear and tear from proper use excepted.

16. Notices. Notices required hereunder shall be in writing and shall not be effective for any purpose unless the same shall be given or served in person, via email, or by mail, proper postage prepaid, or delivered by a nationally recognized overnight carrier, and addressed as follows: to Lessor: email: rtaphorn6113@bryan.edu; address: 721 Bryan Drive, c/o Vice President of Finance, Dayton, TN 37321; and to Lessee: email: vance@fbc-naca.org; and at the address of the Campgrounds, or to such other address as Lessee may designate in writing. Any notice shall be deemed to have been given or served at the time reflected in the email transmission, or as shown or posted in the United States mail, or when delivered to a nationally recognized overnight carrier.

17. Holding Over. If Lessee remains in possession of the Campgrounds with the consent of Lessor after the expiration of this Lease, a new tenancy from month to month shall be

created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but which shall be terminable by either party upon thirty (30) days' written notice to the other party.

18. First Refusal. Lessee agrees that to the extent it seeks advertising or sponsorship of events scheduled to occur on the Campgrounds, it shall first provide such advertising or sponsorship opportunity in good faith to Lessor, which shall have fifteen (15) days to exercise same. If not timely exercised or declined, Lessee may offer the opportunity to a third party.

19. Access. Lessor shall have access to and may use any of the facilities at any time on the Campgrounds unless a specific venue or facility is in use as a result of a scheduled event by Lessee. For such access, Lessor shall pay to Lessee upon demand the actual cost caused by such access or use if any.

20. Miscellaneous Provisions.

(a) No waiver or breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

(b) No amendment, modification, release, discharge, or waiver of any of the provisions hereof shall have any force, effect, or value unless in writing and signed by Lessor and Lessee.

(c) This Lease contains the entire agreement between the parties as of this date and the execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein. No collateral agreements, stipulations, promises, or understandings whatsoever exist between the parties hereto in any way touching the subject matter of this instrument which are not expressly contained herein.

(d) Whenever possible, the provisions of this Lease shall be interpreted in such a way as to be valid and enforceable. If any provision hereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Lease shall not be effected thereby.

(e) Lessee shall pay all costs and expenses incurred by Lessor in enforcing this Lease or recovering damages for the breach of this Lease including Lessor's reasonable attorneys' fees and costs.

21. Controlling Law. This Lease has been entered into and shall be governed by and construed in accordance with the laws of the State of Tennessee.

22. Exclusive Jurisdiction. The parties covenant and agree that in the event of a dispute hereunder, the sole and exclusive jurisdiction and venue for the resolution thereof shall be in the state courts of Rhea County, Tennessee or the U.S. District Court, Eastern District of Tennessee, Chattanooga Division.

[execution page follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease effective as of the day and year first above written.

LESSOR:
BRYAN COLLEGE

By: *Rick Taphorn*
Rick Taphorn, Vice President of Finance

LESSEE:
NATIONAL ASSOCIATION
OF CHRISTIAN ATHLETES

By: *Vanna Bergin*
Title: *President*