

SEVERANCE AGREEMENT

This agreement is made by and between National Association of Christian Athletes/Fort Bluff Camp (hereinafter referred to as "Ministry") and the undersigned Employee ("Employee."). The parties to this agreement wish to effect a full and final arrangement whereby the Ministry memorializes the acceptance of the resignation of the Employee on August 24, 2009, which was repeated and ratified on September 14, 2009 by the Executive Board and effects a smooth and proper transition for the Ministry's future.

In exchange for the following good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree to the following terms and conditions:

1. **Time to Consider before Signing.** EMPLOYEE ACKNOWLEDGES AND AGREES THAT SHE HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY BEFORE SIGNING. BASED ON THE ADDITIONAL CONSIDERATION OF THE ITEMS PROVIDED IN THIS AGREEMENT SO LONG AS THE CONDITIONS OF THIS AGREEMENT ARE MET, EMPLOYEE HAS UP TO A FULL SEVEN (7) DAYS FOLLOWING THE EXECUTION OF THIS AGREEMENT TO REVOKE IT AND HAS BEEN AND HEREBY IS ADVISED IN WRITING THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

2. **Confidentiality.** Employee agrees not to disclose to any other person or use for Employee's own benefit or gain, any confidential information obtained or learned from Ministry during employment with Ministry. The term "confidential information" is information pertaining to Ministry's business, specifically but limited to, board meetings, office communications, donor lists, camp activities or confidential reports used in the business of Ministry. Employee also agrees she will not publicize, write about, include in a blog, post on the internet, or otherwise divulge or discuss any confidential or proprietary information, or this Release, with any person or entity whatsoever, other than her spouse, or their attorneys, accountants, auditors, tax preparers, and financial advisors, provided that any party hereof may make such disclosures as are required by law and as are necessary for legitimate law enforcement or compliance purposes.

3. **Salary Continuation.** In consideration of all of Employee's acknowledgements, representations, warranties, covenants, releases and agreements set forth in this Agreement, the Ministry agrees to pay Employee salary continuation benefits in the amount of sixty thousand dollars (\$60,000.00) payable in equal monthly payments of five thousand dollars (\$5,000). The first such payment shall be made upon execution of this Agreement, with the balance paid over a twenty-four (24) month period commencing September 14, 2009, and paid on the first day of each month thereafter through September 13, 2012. All payments made to employee pursuant to this Paragraph shall be subject to withholding for all applicable federal, state, social security and other taxes.

4. **Tax Consequences.** The Ministry has made no representations to Employee regarding the tax consequences of any amounts received pursuant to this Agreement. Employee agrees to pay federal or state taxes, if any, which are required by law to be paid with respect to these wages. Employee further agrees to indemnify and hold Ministry and its affiliates harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Ministry for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Ministry by reason of any such claims, including any amounts paid by Ministry as taxes, attorney's fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise, excluding any claims arising out of Ministry's acts or omissions.

5. **Section 409A Safe Harbor.** Notwithstanding anything in this Agreement to the contrary, in no event shall the Ministry commence payment or distribution to the Employee of any amount that constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code, earlier than the earliest permissible date under Section 409A of the Code that such amount could be paid or distributed without the imposition of additional taxes or interest under Section 409A of the Code. If any payments or distributions are delayed pursuant to the immediately preceding sentence, the Ministry will accrue such amounts without interest during such period as the payment or distribution may be required to be deferred under Section 409A of the Code, and will become payable in a lump-sum payment on the first business day that such amount could be paid or distributed without additional taxes or interest being imposed under Section 409A. The Ministry and the Employee agree that they will execute any and all amendments to this Agreement as they mutually agree in good faith may be necessary to ensure compliance with the distribution provisions of Section 409A of the Code or as otherwise needed to ensure that this Agreement complies with Code Section 409A.

6. **Employee's Representations.** Employee represents that she resigned from her current employee and board membership position as designated by the Board of Directors in its meeting on November 14, 2008. Employee further represents that her resignation was again tendered and unanimously accepted at a meeting of the Executive Board held on September 14, 2009. Employee represents that neither she nor her spouse, ~~Water~~ ^{MIKE} Crain, will re-enter the business office or camp premises except to access their personal residence. Employee represents that she will not interfere with the management of business of Ministry. Employee represents that she has not filed and covenants that she will not file any complaints, claims, or actions against Ministry, its affiliates, officers, attorneys, agents, directors, supervisors, employees, or representatives with any state, federal, or local agency or court and that she will not do so at any time hereafter. Ministry shall have the unilateral right to have any such actions dismissed with prejudice with a copy of the original of this signed Agreement.

7. **Non-Disparagement.** Employee and Ministry agree that that they will not engage in any disparagement of the other. As to the Employee, she will not disparage in any way, Ministry's directors, officers, agents, or employees. As to Ministry, its directors, officers, agents, or employees will not disparage Employee in any way.

Disparagement will not include any allegations made in legal proceedings. Employee agrees to refrain from any interference whatsoever in the business of the Ministry.

8. **Return of Ministry and Proprietary Material.** Employee represents and agrees that she has returned to Ministry all Ministry property entrusted to Employee and/or created by Employee in the course of the employment relationship with Ministry, including, but not limited to: keys, credit cards, business plans, checking account information, ministry manuals, lecture materials, handouts, slides, intellectual property, computer software and hardware, cell phones, etc. or materials of any kind that contain or embody proprietary or confidential information of Ministry. Employee further represents and agrees that she has not made or retained duplicates or facsimiles of any such materials. Employee agrees to refrain from incurring any expense to the Ministry from the date of executing this agreement forward.

9. **Release.** Employee hereby releases and forever discharges Ministry, its affiliated companies, and each and all of its officers, agents, attorneys, directors, supervisors, employees, representatives, and their successors and assigns, and all persons acting by, through, under, or in concert with them, or any of them, from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Employee at any time heretofore had or claimed to have or which Employee may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Employee's employment with Ministry or the termination therefrom, claims or demands related to salary, bonuses, vacation pay, expense reimbursement, severance pay or any other form of compensation. It is expressly understood by Employee that among the various rights and claims being waived in this release are, without limitation, those arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621, *et seq.*), the Federal Civil Rights laws, the Americans with Disabilities Act, wrongful discharge, discrimination of any kind, harassment, fraud, tort claims, contract claims, defamation, emotional distress or the implied covenant of good faith and fair dealing. Nothing herein shall be deemed to release or otherwise extinguish any claim which Employee may have against Ministry arising out of a breach of Ministry's obligations hereunder.

10. **No Reliance on Representations.** The parties hereto represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

11. **Successors.** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties, and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns. Employee expressly warrants that she has not transferred to any person or entity any rights, causes of action, or claims that have been released herein.

12. **Severability.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be part of this Agreement.

13. **Continuation of Prior Agreements.** Both parties acknowledge that this Agreement is intended to embody a complete and final resolution of the employer-employee relationship. Other agreements which may have been executed by Employee during the Employee's employment shall continue in effect, where applicable, including but not limited to, the confidentiality, post employment non-compete and non-solicitation provisions.

14. **Arbitration/Governing Law.** Any dispute involving the interpretation, application or enforcement of this Agreement shall be resolved by arbitration in accordance with the applicable rules of the American Arbitration Association or similar Christian arbitration or mediation association, except that either party may seek injunctive relief and/or damages from a court of competent jurisdiction for an alleged violation. In any arbitration or court action brought pursuant to this paragraph, the prevailing party shall be entitled to recover her reasonable attorneys' fees and costs. The laws of the State of Tennessee shall govern this Agreement. Employee agrees that Rhea County, Tennessee shall be the appropriate venue for an injunctive relief action and consents to jurisdiction of any court of competent jurisdiction in said county.

I have carefully read and fully understand all the provisions of this Severance and Release Agreement.

Employee:

Naomi Crain

Date

Ministry (N.A.C.A. Ft. Bluff Camp)

Cary V. Brown 9/19/09

Executive Board Chairman Date