

ASSIGNMENT OF LEASE

State of Alabama)
County of Shelby)

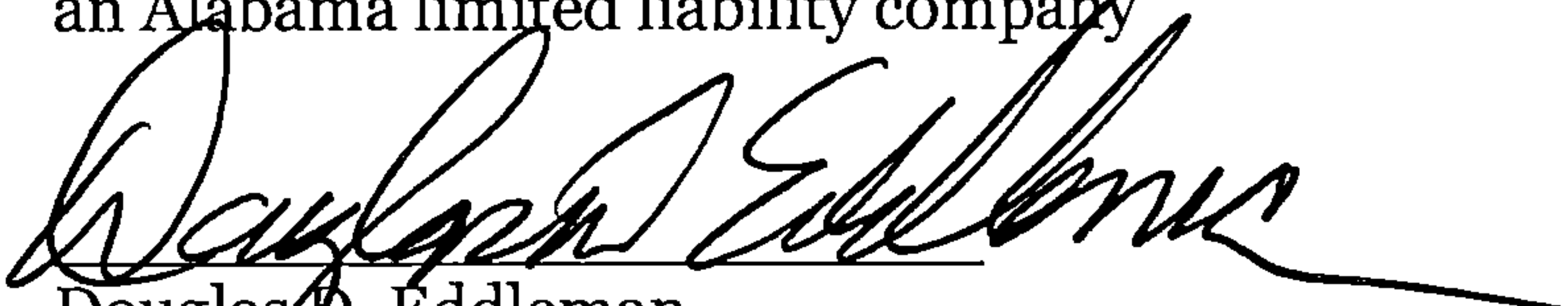
WHEREAS, **EDDLEMAN LANDS, LLC**, an Alabama limited liability company, is the Lessor under that certain Ground Lease and Purchase Option Agreement with **HARGIS CHRISTIAN CAMP, INC.**, an Alabama non-profit corporation, as Lessee, dated the 8th day of December, 2021 (hereinafter referred to as the "Lease Agreement", a copy of which is attached hereto and made a part hereof), for the property known as the Camp Hargis formerly the Camp Hargis YMCA Camp located at 928 Hargis Drive, Chelsea, AL 35043 containing approximately 18.75 acres. The Lessor is desirous of assigning and transferring all its rights and interests in said ground lease and purchase option to Millennial Bank.

NOWHEREFORE, **EDDLEMAN LANDS, LLC**, an Alabama limited liability company (hereinafter Lessor/Assignor) hereby assigns, and transfers unto **MILLENNIAL BANK**, an Alabama banking corporation (hereinafter Assignee), all its interest in the above referenced Lease Agreement with **HARGIS CHRISTIAN CAMP, INC.**, an Alabama non-profit corporation, for the premises known as the Camp Hargis formerly the Camp Hargis YMCA Camp located at 928 Hargis Drive, Chelsea, AL 35043 containing approximately 18.75 acres.

Dated this 26th day of September, 2023.

Lessor/Assignor:

EDDLEMAN LANDS, LLC
an Alabama limited liability company


Douglas D. Eddleman
Its: Manager

WITNESS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

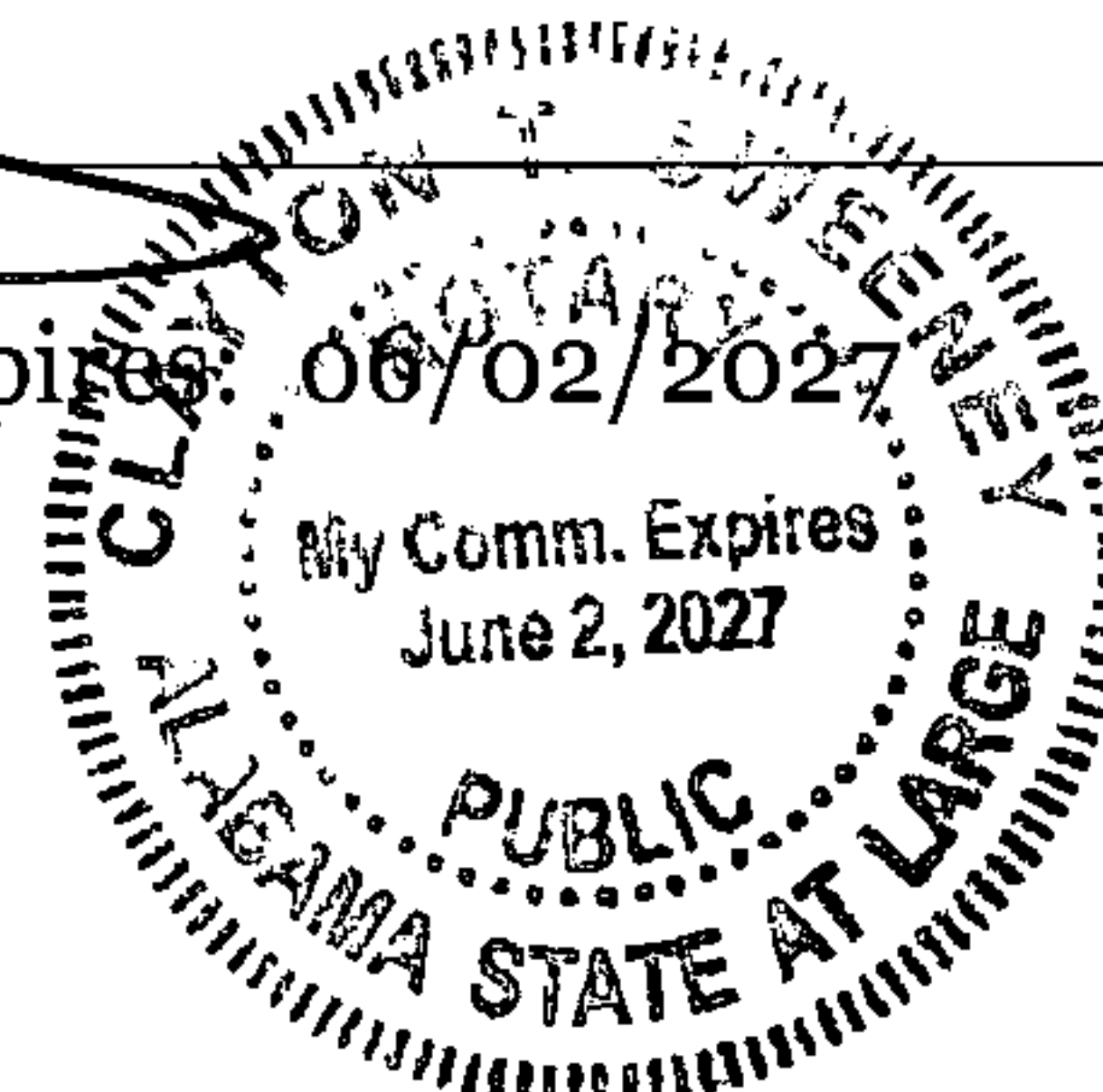
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Lands, LLC, an Alabama limited liability company, is signed to the foregoing assignment of lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing assignment of lease, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 26th day of September, 2023.

NOTARY PUBLIC

My Commission Expires: 06/02/2027

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 E. Suite 160
Birmingham, AL 35223



20231003000294640 2/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

GROUND LEASE AND PURCHASE OPTION AGREEMENT

THIS GROUND LEASE AND PURCHASE OPTION AGREEMENT (this "Lease") is made and entered into on this 8th day of December 2021, is by and between **EDDLEMAN LANDS, LLC**, an Alabama limited liability company ("Landlord"), and **Hargis Christian Camp, Inc.**, an Alabama corporation ("Tenant"), as follows:

RECITALS

A. Landlord is the owner of approximately 18.75 acres (+/-) of real property located in Shelby County, Alabama upon which are constructed certain improvements formerly used as a children's camp under the name "Camp Hargis", which is more particularly described as the "Premises" in Section 1 hereof.

B. Subject to the terms and conditions set forth herein, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises, and Landlord desires to grant to the Tenant an option to purchase the Premises, all on the terms and conditions herein set forth.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises, the rental to be paid hereunder, the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by each party hereto, Landlord and Tenant do hereby mutually covenant and agree as follows:

1. **Premises.** Subject to the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant a parcel of land located in the County of Shelby, State of Alabama, containing a net area of approximately 18.75 acres, which parcel is more particularly described on Exhibit "A" attached hereto "the "Property")", together with

(a) all buildings, structures, and facilities located thereon (the Improvements");
and

(b) all of the rights, privileges, easements, hereditaments and appurtenances pertaining to the Property, including without limitation, the rights granted for the benefit of the Property under the sewer easement and access easement described on Exhibit B attached hereto.

(c) a non-exclusive right to use the lake abutting the Property and owned by the Landlord (the "Lake") for recreational use by Tenant and its employees, invitees and licensees, including without limitation the campers and visitors, in connection with operation of Camp Hargis subject to the terms and conditions herein set forth.

The Property and all of the foregoing rights, properties, and interests are herein referred to as the "Premises".

2. **Condition of Premises; Zoning and Permitting.** Tenant acknowledges that Tenant has been provided with access to the Premises to conduct such tests and studies as Tenant



20231003000294640 3/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

deems appropriate and that the Premises are hereby leased to Tenant "AS IS" and "WITH ALL FAULTS" and without any representation or warranty being expressed or implied, including, but not limited to, any representation or warranty regarding environmental matters. Except as expressly set forth herein, Landlord shall not be responsible or liable for any injury, loss or damage to any persons or property caused by any defect, whether patent, latent or otherwise, existing in, on or under the Premises or any improvement located thereon, or from rain, wind, soil conditions or any other cause whatsoever. Tenant has satisfied itself that the Premises are zoned for the purposes for which it intends to use the Premises and nothing contained herein shall be construed as a warranty that the premises are suitable for the use and purpose for which they are leased.

3. **Term.** The term of the leasehold estate of the Tenant in the Premises shall be two (2) years, commencing on January 1, 2022 (the "Commencement Date") and expiring at 11:59 p.m. on December 31, 2023 (the "Term"), unless otherwise extended or sooner terminated in accordance with the provisions hereof or by operation of law.

4. **Rental.**

(a) Commencing on March 1, 2022 and continuing until December 31, 2022, Tenant shall pay to Landlord Rent for the Premises in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) per month through December 31, 2022, and commencing on January 1, 2022, Tenant shall pay to Landlord as annual rent for the Premises the sum of Twelve Thousand and no/100 Dollars (\$12,000) per month. Rent") for the remaining term of the Lease (the "Base Rent").

(b) It is agreed by Landlord and Tenant that the Base Rent shall be paid in monthly installments, in advance, on the first day of each and every month during the Term of this Lease, or any extension thereof. Said payment shall be prorated for the first and last months of the Term, based on the actual days elapsed.

(c) The obligation of Tenant to pay scheduled installments of Base Rent hereunder shall be independent of all other covenants or obligations of Landlord or Tenant hereunder, and shall be paid by Tenant without offset or reduction.

(d) Any other amounts due to Landlord hereunder are sometimes referred to herein as "Additional Rent." Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

5. **Taxes and Assessments.**

(a) In addition to the Rent, Tenant agrees to pay and discharge all taxes, assessments, rates, charges for revenue, imposts, and all levies general and special, ordinary and extraordinary, of any name, nature and kind whatsoever, which may be fixed, charged, levied, assessed or otherwise imposed upon the Premises or upon any or all buildings or improvements thereon, before same become delinquent, and upon demand of Landlord, the Tenant shall provide evidence showing the payment thereof; but Tenant shall not be required to pay any income, inheritance, estate, or succession tax, or any other tax in the nature of such described taxes, or any other tax which may be levied or assessed against the Landlord with respect to or because of the income derived from this Lease; nor shall the Tenant be deemed obligated hereby to pay any



20231003000294640 4/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

corporate franchise or excise tax which may be levied or assessed against any corporate successor or successors in the interest of the Landlord, or any tax which may at any time during the Term of this Lease be required to be paid upon any gift, devise, deed, mortgage, descent, or other alienation of any part or all of the Premises or property by Landlord. Tenant agrees to pay, directly to the appropriate taxing authority, all taxes and assessments which may be levied, assessed or imposed on the Premises, including but not limited to, land, buildings and improvements, during the term of this lease. Tenant shall undertake to have such taxes and assessments assessed in Tenant's name as lessee of the Premises under this lease. Upon receipt of all tax bills and assessment bills attributable to any year, Tenant shall furnish Landlord with a copy of each such bill. Tenant shall pay each such bill and deliver evidence of such payment to Landlord on or before any such bill becomes delinquent.

(b) In the event any taxes or assessments fixed, charged, levied, assessed, or otherwise imposed upon the Premises, or on the buildings or improvements erected thereon, are permitted to be paid in installments, then the Tenant shall have the right to pay same in installments, as the same shall fall due.

(c) It is understood and agreed, however, that the Tenant may, if in good faith it believes any such tax, assessment, lien or charge which it is obligated by the terms of this Lease to pay is invalid, excessive, or unenforceable, in whole or in part, protest against and contest the validity, amount and enforceability thereof. In such case the Tenant may, before the date of delinquency of any such tax, assessment, lien or charge, take appropriate action to protest and object thereto, and if such protest and objection be overruled or denied, the Tenant may contest or review such denial or ruling by legal proceedings or in such other manner as Tenant deems suitable, which proceeding if instituted shall be conducted solely at Tenant's own expense and free of expense to the Landlord. If any such taxes, assessments or charges shall, as a result of such proceedings or otherwise, be reduced, cancelled, set aside or to any extent discharged, the Tenant shall pay the amount that shall be finally assessed or imposed against the Premises, or be adjudicated to be due and payable on any such disputed or contested items. In respect to any such tax, assessment or charge which shall be the subject of a contest under and pursuant to this section, the non-payment thereof shall not be regarded as a breach of any covenant of this Lease so long as the Tenant shall comply with the terms of this section and the requirements of applicable law, including any bonding requirements applicable during the pendency of such protest. The Tenant, in all events, however, shall pay any such charges if payment be required in order to prevent the divesting of Landlord's title or other interest in the Premises, or the filing of any lien thereon.

(d) Taxes assessed prior to the commencement of the Term, but payable in whole or in installments after the commencement thereof, shall be adjusted and prorated so that Landlord shall pay the prorated share thereof for the period prior to commencement of the Term, and Tenant shall pay the prorated share thereof for the Term of this Lease.

(e) Taxes assessed during the Term of this Lease, but payable in whole or in installments after the termination of this Lease, shall be adjusted and prorated so that Landlord shall pay the prorated share thereof for the period subsequent to the Term, and Tenant shall pay the prorated share thereof for the Term of this Lease.



20231003000294640 5/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

6. **Covenants by Landlord; Quiet Enjoyment.** Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this lease have the peaceable and quiet enjoyment and possession of the Premises, subject, however, to all utility easements serving or crossing the Premises or the Property, easements, licenses, restrictions and restrictive covenants of record, the lien of all taxes, assessments and other governmental charges not yet due and payable for the current calendar year, matters of survey and all governmental ordinances (including, but not limited to, all city, state, county or federal), statutes and regulations, whether or not of record, including zoning restrictions. Landlord warrants and represents that it is the owner in fee simple of the Premises, that it has good, marketable and insurable title thereto, and has the right to make this Lease for the term and on the conditions herein set forth.

7. **Construction; Repairs.**

(a) During the term of the Lease, Tenant agrees to repair replace, restore and improve the improvements on the Premises, including by way of example but not in limitation, deck repair, road paving, painting, mold remediation, flooring, plumbing, and roof repair (the "Refurbishments"). The Refurbishments shall be made at the direction of Tenant subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. In the event Landlord has not responded to any request for approval of the plans and specifications within ten (10) business days after Landlord's actual receipt of a description of the the proposed Refurbishments, Landlord's consent shall be deemed to have been given. Tenant shall construct the Improvements in substantial compliance with the plans submitted to Landlord for approval.

(b) The Refurbishments shall be constructed in a good and workmanlike manner, and shall comply in all material respects with all Federal, State and local laws, ordinances and regulations, including, without limitation, all building codes, zoning and subdivision ordinances, set-back requirements, height restrictions, signage restrictions, private covenants or restrictions applicable to the Premises, and the Americans With Disabilities Act and regulations promulgated thereunder. Tenant shall proceed diligently with the construction of the Refurbishments. Upon the expiration or earlier termination of this Lease, title to the Improvements (including, without limitation, all fixtures, buildings, structures or improvements located upon the Premises) shall revert to and be vested in Landlord automatically and without further action of the parties.

(c) Landlord shall have no duty to Tenant to make any repairs to the Premises or any improvements or fixtures located on the Premises. Tenant shall, at Tenant's sole cost and expense, make any and all needed maintenance, repairs and replacements to all parts of the Premises, shall maintain the Premises, the Improvements and the fixtures and appurtenances thereon in good condition and repair, and shall suffer no active or permissive waste or injury thereof.

8. **Covenants By Tenant.** Tenant hereby covenants and agrees with the Landlord that:



20231003000294640 6/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

(a) Rent: It will pay all sums of money agreed to be paid to the Landlord as rent or otherwise at the times and in the amount and in the manner as hereinabove provided, and will faithfully and promptly perform each and every one of the covenants herein contained and provided to be kept and performed by it.

(b) Utilities: Tenant shall make application for, obtain and pay for, and be solely responsible for, all utilities required, used, or consumed on the Premises, including, but not limited to, water (including water for commercial uses and for fire protection), telephone, electricity, any other fuels, cable, sewer service, garbage collection services, or any similar service or utility (including any accompanying "hookup" fees or other fees or charges associated with same) (herein sometimes collectively referred to as "Utility Services"). In the event that any charge for any Utility Service supplied to the Premises is not paid by the Tenant to the utility supplier when due, then the Landlord may, but shall under no circumstances be required to, pay such charge for and on behalf of the Tenant, with any such amount paid by the Landlord being repaid by the Tenant to the Landlord, as Additional Rent, within twenty (20) days after written notice by the Landlord.

(c) Upkeep: Tenant will keep the interior and exterior of all buildings erected on the Premises in good, clean and sanitary condition, and shall make all repairs, ordinary as well as extraordinary, structural or otherwise, necessary to keep same in good condition, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and at the termination of this Lease, by expiration of time or otherwise, will deliver the Premises and the improvements to the Landlord in good condition, reasonable wear and tear and damage by fire or other unavoidable casualties excepted.

(d) Waste: Tenant will not commit or suffer any waste of the Premises or the Improvements.

(e) Use: Unless otherwise agreed by Landlord, the Premises shall be used solely for recreational and religious activities and any other activities incidental or related thereto. Tenant shall not use, or permit the Premises or the Improvements to be used, for any unlawful, disreputable or immoral purpose, or in such way as to constitute a public nuisance. Tenant agrees to comply with all laws, ordinances, orders, regulations and requirements of all county, municipal, state, federal and other governmental authorities affecting the construction, use and occupancy of the Premises and the Improvements and the cleanliness, safety, or operation thereof. Tenant agrees to be the responsible entity for instituting a plan of compliance to ensure that the Premises and the Improvements are in compliance with the ADA and Tenant shall make, at its sole cost, any and all alterations which may be required to bring the Premises into compliance with the ADA.

(f) Liens. Tenant shall not suffer or permit any mechanics' or materialmen's or other liens to be filed or placed or maintained against Tenant's or Landlord's interest in the Premises by reason of any work, services or materials supplied or provided to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall be filed and Tenant shall fail to discharge and remove such lien within thirty (30) days after such lien is filed for record, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid



20231003000294640 7/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

by Landlord for any of the aforesaid purposes and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, including, but not limited to, reasonable attorney's fees, shall be repaid by Tenant to Landlord on demand.

(g) Surrender: Upon the expiration of the Term by expiration of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises and the Improvements to Landlord unless the Tenant has purchased the Premises pursuant to the purchase option set forth in Section 22 hereof.

9. Removal of Equipment and Trade Fixtures. Tenant may, on termination of this Lease, or at any time during the continuation thereof, remove from the Premises all furniture, equipment, readily movable trade fixtures, machinery and equipment and other fixtures and equipment used by Tenant or subtenants, which Tenant or subtenants may have installed at its own expense in the Premises. Tenant agrees to repair any damage, normal wear and tear excepted, that may be done to the Premises or the Improvements resulting from the removal of said items installed by Tenant. Unless the Tenant has purchased the Premises pursuant to the purchase option set forth in Section 22 hereof, under no circumstances shall Tenant be entitled to remove any mechanical or structural systems from the Premises or the Improvements without the prior written consent of Landlord.

10. Insurance.

(a) Prior to the commencement of any construction of the Refurbishments contemplated by Section 7 herein, Tenant or its general contractor shall obtain public liability insurance, all risk builder's risk insurance and workmen's compensation insurance to cover every contractor to be employed and shall deliver duplicate originals of all certificates of such to Landlord naming Landlord as additional insured on the public liability and builder's risk insurance coverages. Tenant, at all times during the term of this Lease, and at its expense, will procure, maintain and keep in force, comprehensive, general liability insurance for claims for bodily or personal injury, death or property damage, occurring in or about the Premises in such amount as may be reasonably required by Landlord. Tenant shall at all times during the term hereof, at its own expense, keep in full force and effect all risk, fire and extended coverage insurance with companies acceptable to Landlord (which acceptance shall not be unreasonably withheld) in amounts equal to the full insurable value of the buildings including all alterations, additions and improvements, and with a full replacement cost endorsement.

(b) All insurance policies required under this Lease shall be endorsed to add Landlord as an additional insured for the full amount of the insurance herein required. Tenant shall furnish to Landlord, on or before the date Tenant first enters the Premises for any reason, and at least thirty (30) days before expiration or termination or reduction of coverage of any such policy, copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew, or amend the policy or policies without first giving thirty (30) days' prior written notice thereof to the Landlord. If Tenant fails to furnish Landlord with such certificates of insurance as above required, Landlord may (but shall not be obligated to), after fifteen (15) days written notice to Tenant and Tenant's failure to furnish such certificates, obtain such insurance coverages and Tenant agrees to pay to Landlord, as Additional Rent hereunder, within ten (10)



20231003000294640 8/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

days after the date Landlord mails to Tenant a statement therefor, the costs of obtaining such coverages. This remedy is in addition to any other remedy Landlord may have under this lease.

(c) The Tenant shall have the exclusive right to adjust any loss occurring to the Improvements on the Premises with the insurance companies insuring the buildings and improvements at such time.

(d) Landlord and Tenant hereby release the other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that it will cause its insurance carriers to include in its policies such a clause or endorsement.

11. Destruction by Fire or Casualty.

(a) Subject to Paragraph 11(b) below, if at any time the Improvements, or any part thereof, shall be damaged or destroyed by fire or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the Tenant may, at its option, repair, alter, restore, replace or rebuild the same ("Work") by delivery of written notice to Landlord within sixty (60) days after the date of occurrence of such damage. If Tenant exercises the option to perform the Work, Tenant shall be entitled to the insurance money paid on account of such damage or destruction under the policies of insurance provided for in paragraph 10 hereof for the payment of the cost of the Work. Any additional funds necessary will be provided by Tenant. Under no circumstances shall the Landlord be obligated to make any payment, disbursement or contribution towards the cost of the Work. In no event shall the Tenant be entitled to any abatement, allowance, reduction or suspension of rent because part or all of the Premises shall be untenable owing to the partial or total destruction thereof, and no such damage or destruction shall affect in any way the obligation of the Tenant to pay the rentals, additional rent and other charges herein reserved or required to be paid, nor release the Tenant of or from any obligation imposed upon the Tenant under this Lease, except to the extent expressly provided under this paragraph.

(b) If any Improvements are destroyed or damaged and Tenant fails to exercise the option to perform the Work as provided in Section 11(a) above, the insurance proceeds attributable to the destruction of or damage to the Improvements (but not any of Tenant's assets constituting personal property, furniture, equipment or removable trade fixtures) shall be paid to Landlord, and the Tenant shall have the option by delivery of written notice to Landlord within the ninety (90) days after the date of occurrence of such damage to either (i) terminate the Lease or (ii) to exercise the option to purchase the Premises as provided in Section 22 below. If Tenant exercises the option to purchase the Premises, an amount equal to the insurance proceeds paid to the Landlord shall be credited against the Option Price. If Tenant elects to terminate the Lease, the Term of the Lease shall terminate not later than 90 days after the date of occurrence of such

damage and the option to purchase the Premises pursuant to Section 22 hereof shall terminate and be of no further force and effect. If Tenant fails to notify Landlord of Tenant's election within 90 days after the date of occurrence of the damage, the Tenant shall be deemed to have elected to terminate the Lease, in which event Lease shall be terminated as of ninety (90) after the date of occurrence of the damage and the option to purchase the Premises pursuant to Section 22 hereof shall terminate. All Base Rent and additional rentals and charges shall be paid up to date of termination.

12. **Eminent Domain.**

(a) If any of the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then Tenant shall have the option to terminate the Lease upon delivery of written notice to Landlord within thirty (30) days after such taking in which event the Term shall terminate thirty (30) days after delivery of such notice, and all Base Rent and additional rent and charges shall be paid up to date of termination. In the event Tenant does not elect to terminate the Lease on such taking or condemnation, this lease shall continue in full force and effect with no abatement of rent equal to the deduction in square footage of the Premises.

(b) In the event of any condemnation, taking or sale as aforesaid, Landlord shall be entitled to all proceeds or condemnation awards associated with the condemnation of the Premises; provided that if the Lease is not terminated by Tenant and Tenant shall exercise the option to purchase the Premises pursuant to Section 22 below. Tenant shall receive a credit against the Option Price in the amount of the condemnation proceeds paid to the Landlord for its interest in the Premises.

13. **Use of the Lake**

(a) Landlord does hereby reserve for itself and its successors and assigns, the right to promulgate and enforce in accordance with this Lease rules and regulations regarding the use of the Lake, and the method, time and location, and other matters reasonably related to the use of the Lake, including without limitation, with respect to the following:

(i) restrictions and limitations on swimming in the Lake; the term swimming shall be deemed to include, without limitation, any entry of a person into the Lake or whether from the shore, boat or platform and any use of a floating device other than a watercraft that is permitted under (ii) below;

(ii) limitations and restrictions as to the size, type and activities of boats or other watercraft, if any, that may be permitted in or on the and limitations and restrictions on the size of engines powering the permitted watercraft;

(iii) limitations and restrictions on the location, construction and design of piers, jetties, storage facilities, launches or other similar structures, if any, that may extend into any portion of the Lake; and

(iv) limitations and restrictions on fishing that may be permitted in the Lake.

(b) Tenant shall maintain, repair and restore any and all improvements used by Tenant in connection with the use of the Lake.

(c) Landlord hereby reserves for itself and its successors and assigns, the right to use the Lake and the right, but not the obligation, to grant to other persons a nonexclusive right and license to use the Lake; provided that the use of the Lake by such persons shall be subject to the restrictions and limitations on the use of the Lake as herein set forth and the rules and regulations promulgated by the Landlord with respect to the use of the Lake.

(d) Notwithstanding anything herein to the contrary, Tenant shall have the exclusive responsibility for supervising the use of the Lake by its employees, agents, invitees and licensees, including campers and visitors at Camp Hargis and for enforcing compliance with the rules and regulations promulgated by Landlord, if any, with respect to the use of the Lake. Landlord shall have no responsibility to supervise Tenant's activities with respect to the use of the Lake.

13. **Indemnity.** Tenant shall indemnify and save harmless the Landlord against and from any and all claims, demands, liabilities or causes of action of any kind whatsoever related to the Premises or arising from conduct or management of any work, or from any accident, injury, death or damage in or about the Premises, provided that Landlord, if such claim is made upon the Landlord, shall give the Tenant prompt notice of any such claim and opportunity to defend the same for Landlord, if such claim is made against the Landlord, and in such case Landlord agrees to cooperate with the Tenant in such defense, and if any action or proceedings be brought against Landlord by reason of any such claims, Landlord agrees to give Tenant notice of the same forthwith, and Tenant shall have the responsibility of resisting or defending such action or proceeding at Tenant's expense. Notwithstanding anything herein to the contrary, Tenant shall not indemnify Landlord from any claims and/or actions arising out of Landlord's gross negligence or willful misconduct.

14. **Assignment, Subletting.** Tenant shall not, without the prior written consent of Landlord (which will not be unreasonably withheld or delayed), assign this lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Tenant shall pay all of the Landlord's costs and expense of reviewing and considering any assignment or subletting, including, but not limited to, Landlord's attorneys' fees. Consent to one assignment or sublease shall not destroy or waive this provision, and all subsequent assignments and subleases shall be made only upon the prior written consent of Landlord. Receipt by Landlord of rentals due hereunder from any party other than Tenant shall not be deemed as a consent to any such assignment or subletting, nor as a release of Tenant from any of its obligations hereunder during the term of this Lease. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder without in any way relieving any liability or obligation of Tenant under this Lease.

15. **Net Lease.** This is an absolute net lease. In addition to payment of all Rent, taxes, assessments and governmental impositions, as herein provided, Tenant shall pay all operating costs and expenses, it being the intent of this Lease that Landlord is to receive the Rent above specified as net and clear of all costs and charges arising from or relating to the Premises, and that Tenant

is to pay all charges and expenses of every nature that may be imposed or incurred through the operation of the Premises and its appurtenances in any manner during the Term of this Lease.

16. **Signs.** Landlord acknowledges and agrees that Tenant may install, or have installed, signs on the Premises Said signs shall at all times be deemed personal property and shall not be any reason of attachment or connection with any realty become or be deemed a fixture or appurtenance to such realty and shall at all times be severable therefrom, free of any claim or right of Landlord. All signs shall be erected and maintained in compliance with all laws or ordinances applicable thereto. Upon termination of this lease for any reason, Tenant shall remove all said signs from the Premises and Landlord agrees peaceably to surrender and deliver possession thereof.

17. **Default or Breach.**

(a) **Tenant's Default.** The happening of any one or more of the following listed events of default shall constitute a breach of this Lease by Tenant:

(i) The failure of Tenant to pay any part, portion, or component of any Rent or other charge payable by Tenant within ten (10) days after written demand by Landlord; provided that Landlord shall not be required to give such written notice more than once during any twelve (12) month period, and thereafter any failure to pay by Tenant shall constitute a breach without further notice;

(ii) The failure of Tenant to maintain in full force and effect all insurance coverages required by this Lease and provide evidence thereof to Landlord as required by this Lease;

(iii) The failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any other term, covenant, condition or provision of this Lease, or any other agreement between Landlord and Tenant, all of which shall be deemed material; provided, however, that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time, not to exceed an additional thirty (30) days, as may be reasonably necessary to cure such default as long as Tenant prosecutes such cure with diligence and continuity.

(b) **Landlord's Remedies.** Upon the occurrence of any event or events of default by Tenant, whether or not enumerated herein, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i) Landlord may cancel and terminate this Lease and dispossess Tenant;; and/or

(ii) Landlord may expend all such sums as may be necessary to cure any such default by Tenant and may pursue Tenant for payment thereof with or without termination of this Lease.

All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies, or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies, and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies which may be provided herein or by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted. All costs (including attorneys' fees) occasioned by default of Tenant shall be an expense of the Tenant, and shall be due as Additional Rent hereunder.

(c) Landlord's Default. It is agreed between the parties that if any default shall be made by the Landlord in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Landlord of written notice thereof given by Tenant, then no rent shall be paid or become payable under this Lease or any extension thereof for such time as such default shall continue after the expiration of said thirty (30) day period, and Tenant may declare the Term ended and vacate the Premises and be relieved from all further obligations under this Lease. Tenant acknowledges that upon Landlord's delivery of the Premises to Tenant as provided by this Lease, the sole obligation of Landlord hereunder shall be to refrain from interfering with the Tenant's quiet enjoyment of the Premises under the terms of this Lease.

18. Waiver. No waiver by the Landlord or Tenant of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

19. Successors and Assigns. The words "Landlord" and "Tenant" as hereinabove used in this Lease shall mean Landlord and Tenant as mentioned herein, and also, where not inhibited by the context of this agreement, shall mean their respective successors and assigns.

20. Limitation of Landlord's Liability. The liability of Landlord for the performance of all terms, covenants, conditions and agreements set forth in this Lease shall for all purposes be limited to the estate or interest of Landlord in the Premises. Under no circumstance shall Tenant attempt to satisfy any such liability, whether pursuant to a money judgment or otherwise, except by recourse to the Premises.

21. Bankruptcy or Insolvency. The Landlord reserves the right to cancel this Lease upon the occurrence of any one or more of the following contingencies: (a) the filing of a petition by or against the then Tenant or its assignee for adjudication as a bankrupt under the United States Bankruptcy Act, as now or hereafter amended or supplemented, or for arrangement within the meaning of Chapter XI of said Bankruptcy Act, or the filing of any petition by or against the then Tenant under any future bankruptcy act for the same or similar relief; (b) the commencement of any action or proceeding for the appointment of a receiver or trustee of the property of the then Tenant; (c) the taking possession of the property of the then Tenant or its assignee by any governmental officer or agency pursuant to statutory authority; (d) the making by the then Tenant



20231003000294640 13/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

of an assignment for the benefit of creditors; (e) the taking from the then Tenant of the term hereby leased, or the seizure or levy thereon under judgment, decree, attachment, execution or other judicial proceedings; provided, that if either (a), (b), (c) or (e) shall be involuntary on the part of the then Tenant, the event in question shall not give the Landlord any right to cancel this Lease if the event be removed by the Tenant within sixty (60) days.

22. Option to Purchase the Premises.

(a) If Tenant shall pay Landlord good funds in the amount of \$195,000 (the "Option Deposit") on or before March 1, 2022, Tenant shall have the right and option (the "Purchase Option") to purchase the Premises from the Landlord at a price of \$2,500,000 (the "Option Price") on the terms and provisions herein set forth. The Option Deposit shall be non-refundable but shall be a credit against the payment of the Option Price for the Premises as herein provided. If Tenant fails to pay the Option Deposit on or before March 1, 2022, the option to purchase the Premises shall be forfeited and cancelled.

(b) Provided Tenant is not in default under the Lease, Tenant may exercise the Purchase Option at any time on or before December 31, 2022, by delivery of written notice to Landlord together with good funds in the amount of \$1,055,000 (the "Exercise Deposit" which is an amount equal to one-half of the Option Price less the Option Deposit). The Exercise Deposit shall be non-refundable but shall be a credit against the payment of the Option Price for the Premises as herein provided. Upon the exercise of the Purchase Option, Tenant shall purchase, and the Landlord shall sell, the Premises on the terms and conditions herein set forth at a closing to be held at a mutually agreeable time and place in accordance with Section 22(e) hereof. If Tenant shall fail to exercise the Purchase Option on or before December 31, 2022, the Purchase Option shall lapse and be of no further force and effect, Landlord shall retain the Option Deposit, and the Lease of the Premises will continue in effect through the remainder of the Term; provided that notwithstanding anything herein to the contrary, so long as Tenant has timely paid the Option Deposit and is not in default in the payment of Rent under the Lease, Tenant shall have the right to exercise the Purchase Option by delivery of good funds to Landlord in an amount equal to the sum of (i) the Option Price, less (ii) the Option Deposit, less (iii) the sum of the Rent paid to the Landlord through December 31, 2022.

(c) Landlord will obtain a commitment for title insurance, at Landlord's expense, with respect to the Premises within ten (10) days after the exercise of the Purchase Option by Tenant. The title insurance commitment shall be issued by a title insurance company licensed to do business in the State of Alabama (the "Title Company"). Tenant will, within 10 days of receipt of the preliminary title binder and legible copies of all exceptions noted thereon, provide Landlord with a letter setting forth all of Tenant's objections to Landlord's title to the property described therein, other than Permitted Exceptions, as herein defined. Landlord shall have a reasonable period after receipt of such letter to correct the defects in title objectionable to Tenant as set forth in the letter. Tenant shall be deemed to have accepted the status of title to the Premises as of the date of said letter as to such matters of title not objected to therein. If Landlord elects not to correct said defects set forth in the letter, Tenant shall have the option to either (A) waive the defects in title and purchase the Premises on the terms and conditions herein stated or (B) terminate the Lease and its obligation to purchase the Premises and Landlord shall return the sum of the Option Deposit and Exercise Deposit to Tenant upon such termination. As to title defects arising



20231003000294640 14/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

after the date of delivery of the preliminary title insurance binder described in this subparagraph, Tenant shall be entitled to object thereto at any time prior to the Closing, and Landlord shall have a reasonable time to cure the same or elect not to cure the same, upon the conditions set forth above and the Closing date shall be extended to the extent necessary to provide for the cure of said defects, should Landlord elect to cure.

For purposes of this Agreement, "Permitted Exceptions" shall mean and include the following: (i) easements, restrictions, reservations, rights of way and other matters of record which do not unreasonably interfere with Tenant's ability to use the Premises for recreational and religious activities; (ii) ad valorem taxes for the year of Closing which will be prorated at the Closing as provided herein; (iii) the encumbrances and restrictions described on Exhibit C hereto; and (iv) all matters waived (or deemed to be waived) by Purchaser pursuant to the provisions of this Section.

(d) Purchaser shall have the right to conduct, at Purchaser's expense, environmental audits on the Premises. If prior to Closing Purchaser discovers the presence of Hazardous Materials on the Premises or the existence of any environmental damages related to any of the Option Property that would, in either case, have a material adverse effect on such property or the owner thereof (an "Environmental Condition"), Purchaser shall have the right to either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) accept the Premises subject to the Environmental Condition, in which event Purchaser shall be deemed to have waived any claim against Seller for liability with respect to the Environmental Condition.

(e) The consummation of the transactions contemplated upon the exercise of the Purchase Option (the "Closing") shall take place at such place and time as shall be designated in the notice of the exercise of the Option not later than December 31, 2023, or such other date as shall be mutually agreed upon by the parties hereto (the actual date of the Closing being the "Closing Date"). At the Closing Tenant and Landlord shall deliver the following:

(i) Tenant shall deliver good funds to the Landlord in an amount equal to the sum of the following (i) the Option Price, less (ii) the Exercise Deposit, less (iii) the sum of the Rent paid by the Tenant to the Landlord pursuant to the Lease.

(ii) At the Closing, the Landlord shall deliver to the Tenant (i) a statutory warranty deed conveying to Tenant fee simple title to the Premises, free and clear of all liens, encumbrances, recorded or unrecorded leases and restrictions of any kind and nature other than Permitted Exceptions; and (ii) an ALTA Owners Title Insurance Policy (the "Title Policy") insuring the Premises in face amount equal to the Option Price issued by the Title Company, insuring the Tenant as the owner of the interest in the Premises purchased from Landlord, subject only to the Permitted Exceptions. The premium for the Title Policy and the cost of recording the deed shall be paid by Landlord.

(f) Prior to the Closing, Landlord and Tenant shall enter into a mutually acceptable arrangement for the continued use of the Lake by Landlord and Tenant and their successors and assigns in accordance with past practice pursuant to which Landlord shall either (i) convey the Lake to the Tenant at no cost and shall reserve a non-exclusive easement to use the Lake for the benefit of property abutting the Lake that is designated by Landlord or (ii) grant to



20231003000294640 15/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

Tenant a non-exclusive easement to use the Lake for the benefit of the Property with Landlord reserving the right to use the Lake for the benefit of property abutting the Lake that is designated by Landlord. In addition, any agreement for the use of the Lake shall include an agreement binding on the owners of property having the right to use the Lake that imposes a cost sharing arrangement with respect to the maintenance, repair and replacement of the Lake and the dam, spillways and other related improvements.

23. Notice.

All notices, requests, demands or other communications required or permitted under this Lease shall be in writing and delivered either: (i) personally; (ii) by U.S. mail, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex); or (iv) by email, addressed as follows:

If to Landlord: Eddleman Lands LLC.
2700 US Highway 280, Suite 425
Birmingham, Alabama 35223
Attn: Douglas D. Eddleman
Email: Doug @Eddleman.com

If to Tenant:

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the same day if sent by email before 5 P.M. (Central Time) on a business day, on the third (3rd) business day following deposit with the United States Mail with postage prepaid, or when delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 23.

24. Covenants To Run with Land. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this Lease contained shall extend and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed and the same shall be construed as covenants running with the land. All terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the required number and gender.

25. All Inclusive Nature of Agreement. This Lease embodies the entire contract of the parties hereto with respect to the demise of the Premises, and this Lease shall not be altered, changed or modified in any respect, except by an instrument of equal dignity to this instrument.

26. **Recording.** Upon request of Tenant, Landlord shall execute and deliver to Tenant a memorandum of lease or short form lease which complies with the minimum requirements of Alabama law. The Tenant may cause such instrument to be recorded, and shall bear the expense of all recording tax associated with such recordation.

27. **Brokers.** Tenant warrants and represents that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation or execution of this lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any and all cost, expense or liability for commissions or other compensation or fees claimed by any other broker or agent acting or claiming to act for Tenant with respect to this lease. Likewise, Landlord warrants and represents that Landlord has had no dealings with any real estate broker or agent in connection with the negotiation or execution of this lease, and Landlord agrees to indemnify and hold Tenant harmless from and against any and all cost, expense or liability for commissions or other compensation or fees claimed by any other broker or agent acting or claiming to act for Landlord with respect to this lease.

28. **Attorneys' Fees.** In the event of any action or proceeding brought for the enforcement or interpretation of this Lease, or the exercise of any rights of Landlord or Tenant hereunder, the prevailing party in such action or proceeding shall be entitled to recover reasonably attorneys' fees and costs from the non-prevailing party.

29. **Governing Law.** This Lease is governed by, and must be interpreted under, the laws of the State of Alabama. Any suit arising from or relating to this Lease must be brought in Montgomery County, Alabama. Landlord and Tenant waive the right to bring suit elsewhere.

30. **Business Days.** In the event any period of time provided for in this Lease ends on a day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.

31. **Environmental Matters.**

(a) As used herein the term "Applicable Environmental Law" shall be defined as any statutory law, regulation, or case law pertaining to health or the environment, or oil, or petroleum products, or "Hazardous Substances" (as herein defined), including, without limitation: (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as codified at 42 U.S.C. §§ 9601 et seq.; (ii) the Alabama Water Pollution Control Act (Ala. Code § 22-22-1 et seq.); (iii) the Alabama Environmental Management Act (Ala. Code § 22-22A-1 et seq.); (iv) the Alabama Waterworks and Water Supplies Act (Ala. Code § 22-23-30 et seq.); (v) the Alabama Solid Wastes Disposal Act (Ala. Code § 22-27-1 et seq.); (vi) the Alabama Air Pollution Control Act (Ala. Code § 22-28-1 et seq.); (vii) the Alabama Hazardous Wastes Management and Minimization Act (Ala. Code § 22-30-1 et seq.); (viii) the Alabama Hazardous Substance Cleanup Fund (Ala. Code § 22-30A et seq.); (ix) the Alabama Fees for Disposal of Hazardous Waste or Substances Act (Ala. Code § 22-30B-1 et seq.); (x) the Alabama Underground Storage Tank and Wellhead Protection Act (Ala. Code § 22-36-1 et seq.); (xi) the Alabama Lead Ban Act (Ala. Code § 22-37-1 et seq.); and (xii) the Alabama Asbestos Contractor Accreditation Act (Ala. Code § 22-39-4 et seq.) As used herein the terms "Hazardous Substance" and "Release" shall have the meanings specified for said terms in CERCLA; provided however,



20231003000294640 17/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

that in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broadened meaning shall apply subsequent to the effective date of such amendment; and provided further, that to the extent that the laws of the State of Alabama establish a meaning for "Hazardous Substance" or "Release" which is broader than that specified in CERCLA, such broader meaning shall apply; and provided further, that "Hazardous Substance" shall also be defined to include oil, petroleum products, extremely flammable substances, explosives, and radioactive materials, and "Release" shall also be defined to include any disturbance or Release of asbestos which would call for abatement or removal procedures under any Applicable Environmental Law.

(b) Tenant shall comply with all Applicable Environmental Laws and shall not suffer, allow, permit, or cause the generation, accumulation, storage, or possession on the Premises, or the Release, or threat of Release from the Premises of Hazardous Substances; provided, however, the foregoing prohibition shall not be applicable to normal and reasonable amounts of cleaning, pest control, and other supplies necessary for normal maintenance of the Premises so long as such materials are properly, safely, and lawfully stored and used by Tenant and the quantity of same does not exceed a "reportable quantity" as defined under 40 C.F.R 302, as amended.

(c) Tenant shall notify Landlord immediately upon learning: (i) that any duty described in this Section 31 of this Lease has been violated; (ii) that there has been a Release, discharge, or disposal of any Hazardous Substance on a part of the Premises; or (iii) that the Premises or improvements thereto are subject to any third-party claim or action, or threat thereof, because of any environmental condition at Premises or arising in connection with the operation of the Premises. Tenant shall promptly provide Landlord with copies of all correspondence to or from third parties regarding such claims or actions or regarding environmental conditions in or originating from the Premises.

(d) In the event of a Release of any Hazardous Substance on, in or from the Premises, other than a Release (i) which was caused solely by Landlord or Landlord's agents, contractors, employees, servants, or invitees, or (ii) which Tenant conclusively proves to have occurred prior to the Effective Date and without any fault on the part of Tenant (in either event, and "Excluded Release"), Tenant shall immediately cause complete remediation of such Release and restore the Premises to the condition that existed on the date Tenant first took possession of the Premises. Landlord shall have the right, but not the obligation, to enter the Premises and remediate any environmental condition on the Premises to comply with all Applicable Environmental Laws.

(e) Tenant hereby agrees to pay any judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs arising from or pertaining to the application of any Applicable Environmental Law to the Premises due to a breach of Tenant's obligations pursuant to this Article of this Lease. Further, Tenant hereby covenants and agrees to indemnify and forever hold harmless Landlord, together with its employees, servants, attorneys, and agents (collectively, the "Indemnified Parties") of and from any and all liabilities (including strict liability), judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan

preparation costs, and any continuing monitoring or closure costs incurred or suffered by the Indemnified Parties, or asserted by any third party against the Indemnified Parties, due to the breach of Tenant's obligations set forth in this Section of this Lease. This indemnification shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Landlord agrees that Tenant shall have no liability under this subsection (e) with respect to an Excluded Release.

(f) At the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord free of any Hazardous Substances in, on, or from the Premises other than those resulting from an Excluded Release.

(g) Notwithstanding anything herein contained to the contrary, Landlord agrees to defend, to fully indemnify and to hold entirely free and harmless Tenant from and against any claims or damages as a result of the violation of any Applicable Environmental Law resulting from an Excluded Release.

32. **Holding Over.** In no event shall there be any renewal or extension of this Lease by operation of law, and if Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance at a rent equal to double the rental payable hereunder at the time of such termination, and shall be otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month to month tenancy.

33. **Estoppel Certificate.** At any time and from time to time, Tenant, within ten (10) business days of receipt of a request therefor made by Landlord, shall execute, acknowledge and deliver to Landlord a certificate in commercially reasonable form acceptable to Landlord in its reasonable business judgment, evidencing whether or not (i) this Lease is in full force and effect, (ii) this Lease has been amended in any way, (iii) there are any existing defaults on the part of Landlord hereunder to the knowledge of Tenant and specifying the nature of such defaults, if any, (iv) the date to which Rent, Additional Rent and other amounts due hereunder, if any, have been paid, and (v) such other statements of fact pertaining to the Premises or this Lease as Landlord may reasonably request. Each certificate delivered pursuant to this Section 34 may be relied on by any prospective purchaser or transferee of Landlord's interest hereunder or of any part of Landlord's property or by any mortgagee of Landlord's interest hereunder.

34. **Access to Premises.** Landlord, its authorized representatives, agents, employees, and attorneys may, but shall be under no duty to, enter the Premises (including, without limitation, the Facility) at reasonable times and hours, to inspect the Premises and/or the Facility.

35. **Severability.** If any provision of this Lease is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

36. **Time of Essence.** Time is of the essence in performance under this Lease.

37. **Counterparts.** This Lease may be executed in multiple counterparts, each of which, when compiled, shall constitute an original.

20231003000294640 19/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

[SIGNATURE PAGES FOLLOW]



20231003000294640 20/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

[
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by
their respective duly authorized representatives on the day and year first above written.

Witnesses:

TENANT:

HARGIS CHRISTIAN CAMP, INC., an
Alabama corporation

By: [Signature]
Name: Joseph Aaron Knight
Its: President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Clayton T. Sweeney, a Notary Public in and for said County in said State,
hereby certify that Joseph Aaron Knight whose name as President of
Hargis Christian Camp, Inc., an Alabama corporation, is signed to the foregoing instrument, and
who is known to me, acknowledged before me on this day that, being informed of the contents of
such instrument, he or she, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand and seal, this 8th day of December, 2021.

[SEAL]



[Signature]
NOTARY PUBLIC

My Commission Expires: 6-2-2023

[SIGNATURES CONTINUE ON NEXT PAGE]



20231003000294640 21/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

Witnesses:

LANDLORD:

EDDLEMAN LANDS, LLC, an Alabama
limited liability company

By: 
Name: DOUGLAS D. EDDLEMAN
Its: Manager

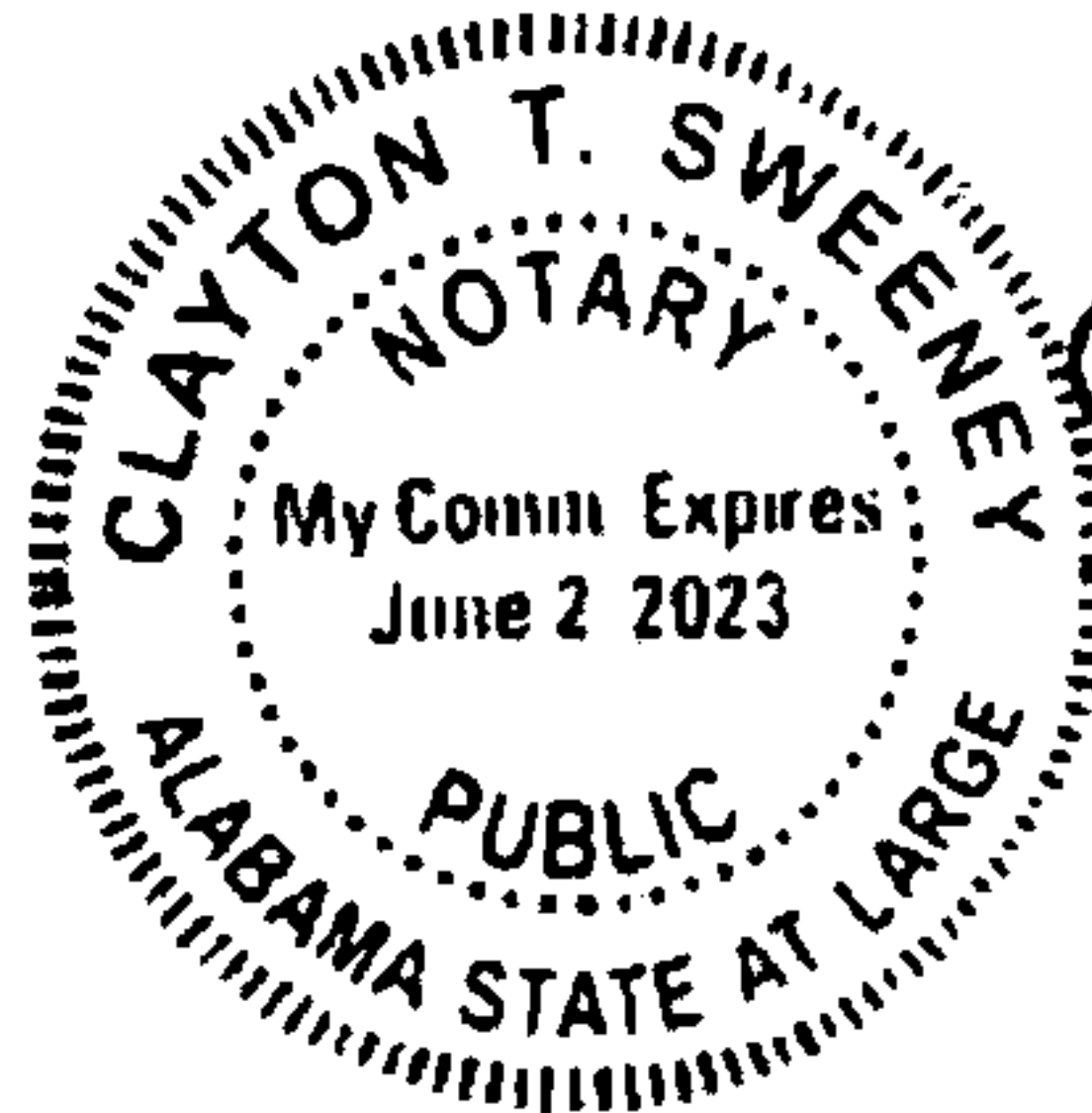
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Clayton T. Sweeney, a Notary Public in and for said County in said State,
hereby certify that Douglas D. Eddleman whose name as Manager of **Eddleman Lands,
LLC**, an Alabama limited liability company. is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this day that, being informed of the contents of such
instrument, he or she, as such manager and with full authority. executed the same voluntarily for
and as the act of said limited liability company.

Given under my hand and seal, this 8th day of December, 2021.

[SEAL]





NOTARY PUBLIC

My Commission Expires: 6-2-2023

Exhibit A

Description of Land

PARCEL M-3:

Commence at a ½" rebar in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place, said point being the point of beginning. From this beginning point thence proceed North 85° 34' 12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10" West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 50° 37' 15" East for a distance of 379.52 feet; thence proceed South 47° 04' 39" East for a distance of 117.17 feet to a ½" rebar in place; thence proceed North 53° 05' 56" East for a distance of 356.37 feet; thence proceed North 57° 08' 25" East for a distance of 318.68 feet to a ½" rebar in place; thence proceed North 04° 36' 25" East for a distance of 16.67 feet; thence proceed North 72° 06' 48" East along the shoreline of said Hargis Lake for a distance of 52.18 feet; thence proceed North 79° 53' 24" East along the shoreline of said Hargis Lake for a distance of 36.30 feet; thence proceed South 69° 38' 06" East along the shoreline of said Hargis Lake for a distance of 15.92 feet; thence proceed South 07° 04' 36" East along the shoreline of said Hargis Lake for a distance of 31.51 feet; thence proceed South 02° 06' 58" East along the shoreline of said Hargis Lake for a distance of 15.24 feet; thence proceed South 47° 14' 22" West along the shoreline of said Hargis Lake for a distance of 10.98 feet; thence proceed South 85° 16' 45" West along the shoreline of said Hargis Lake for a distance of 38.34 feet; thence proceed North 63° 22' 54" West along the



20231003000294640 23/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

shoreline of said Hargis Lake for a distance of 41.69 feet; thence proceed South 84° 14' 29" West along the shoreline of said Hargis Lake for a distance of 24.52 feet; thence proceed South 49° 12' 41" West along the shoreline of said Hargis Lake for a distance of 15.80 feet; thence proceed South 13° 06' 30" West along the shoreline of said Hargis Lake for a distance of 46.00 feet; thence proceed South 17° 49' 27" East along the shoreline of said Hargis Lake for a distance of 39.15 feet; thence proceed South 47° 20' 40" East along the shoreline of said Hargis Lake for a distance of 21.19 feet; thence proceed South 58° 56' 14" East along the shoreline of said Hargis Lake for a distance of 49.91 feet; thence proceed South 25° 43' 53" East along the shoreline of said Hargis Lake for a distance of 29.21 feet; thence proceed South 05° 33' 22" East along the shoreline of said Hargis Lake for a distance of 92.74 feet; thence proceed South 72° 11' 42" East along the shoreline of said Hargis Lake for a distance of 21.39 feet; thence proceed North 89° 39' 05" East along the shoreline of said Hargis Lake for a distance of 16.35 feet; thence proceed North 61° 18' 17" East along the shoreline of said Hargis Lake for a distance of 79.91 feet; thence proceed South 66° 41' 23" East along the shoreline of said Hargis Lake for a distance of 21.10 feet; thence proceed South 21° 49' 51" East along the shoreline of said Hargis Lake for a distance of 65.11 feet; thence proceed South 36° 31' 28" East along the shoreline of said Hargis Lake for a distance of 73.53 feet; thence proceed South 73° 39' 21" East along the shoreline of said Hargis Lake for a distance of 73.03 feet; thence proceed South 77° 45' 29" East along the shoreline of said Hargis Lake for a distance of 108.40 feet; thence proceed South 84° 40' 03" East along the shoreline of said Hargis Lake for a distance of 127.22 feet; thence proceed South 89° 27' 50" East along the shoreline of said Hargis Lake for a distance of 188.73 feet; thence proceed South 00° 48' 37" West for a distance of 101.34 feet; thence proceed South 42° 12' 06" West for a distance of 328.55 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama and contains 18.75 acres.



20231003000294640 24/25 \$94.00
Shelby Cnty Judge of Probate, AL
10/03/2023 07:54:00 AM FILED/CERT

Exhibit B

List of Easements

Easement for Access to the Cross for use by HARGIS Camp granted by Eddleman Residential LLC to Eddleman Lands LLC as owner of the Property recorded a Instrument No. _____ in the Probate Office of Shelby County, Alabama

Easement Agreement for Sanitary Sewer Lines and Fields granted by Eddleman Residential LLC to Eddleman Lands LLC as owner of the Property recorded a Instrument No. _____ in the Probate Office of Shelby County, Alabama

Exhibit C

Permitted Encumbrances

Transmission line permit to Alabama Power Company, as recorded in Deed Book 111, Page 270; Deed Book 241, Page 380; Deed Book 241, Page 403; Deed Book 241, Page 406 and Deed Book 242, Page 443, in the Probate Office of Shelby County, Alabama.

Right of Way to Shelby County, recorded in Deed Book 233, Page 606 and Deed Book 233, Page 609, in the Probate Office of Shelby County, Alabama.

Easement Agreement by and between The Young Men's Christian Association of Birmingham and Pine Mountain Preserve, LLLP, with reservations and restrictions included therein, recorded in Instrument 20140829000272700, in the Probate Office of Shelby County, Alabama.

Agreement between First Christian Church of Birmingham, Inc. and Estes H. and Florence Parker Hargis Charitable Foundation and Hargis Daffodil Hills Foundation recorded in Real Record 55, Page 966, in the Probate Office of Shelby County, Alabama.

Right of Way granted to Cahaba Girl Scout Council, Inc. as recorded in Deed Book 295, Page 45 and Deed Book 295, Page 48, in the Probate Office of Shelby County, Alabama.

Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book 320, Page 981 and Deed Book 343, Page 934, in the Probate Office of Shelby County, Alabama.

Assignment and Assumption of Settlement Decree dated 4-12-99, from First Christian Church of Birmingham, Inc. to The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15749, in the Probate Office of Shelby County, Alabama.

Assignment of Trust Agreements dated 4-12-99, by First Christian Church of Birmingham, Inc. and The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15741, in the Probate Office of Shelby County, Alabama.

Easement granted to Alabama Power Company, as recorded in Instrument 1996-4161, Instrument 2001-9989; Instrument 20040910000505360; Instrument 20131002000395680 and Instrument 20150219000053250, in the Probate Office of Shelby County, Alabama.

Mineral and Mining rights not owned by Grantor.

Landlord reserves the right to grant to Hargis Daffodil Hills Foundation the right to use the parking lot not exceeding 25 times per year in connection with the use of their chapel and the museum. In addition, any use of the cafeteria by the Hargis Daffodil Hills Foundation would be negotiated between the Hargis Daffodil Hills Foundation and the tenant.