

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Common Pleas Case No. 2020-CP-23-00012

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Appellate Case No. 2020-001136

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REDEMPTION,

*Appellant,*

v.

THE RELENTLESS CHURCH,

*Respondent,*

RON CARPENTER and HOPE CARPENTER, v.  
JOHN DOE and JANE DOE,

*Third-Party Defendants.*

**Motion to Dismiss Appeal**

Howard W. Anderson III (#100329)  
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*Counsel for Respondent*

**RECEIVED**  
**Sep 10 2020**  
**SC Court of Appeals**

Comes now Respondent and respectfully moves this Court to dismiss the appeal. The reasons for this motion are set forth in the accompanying memorandum. An appendix of relevant documents is concurrently being filed.

Dated this 10<sup>th</sup> day of September 2020.

THE RELENTLESS CHURCH

s/Howard W. Anderson III  
Howard W. Anderson III  
SC Bar No. 100329  
*Counsel for Respondent*

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*Appellant,*

v.

THE RELENTLESS CHURCH,

*Respondent,*

RON CARPENTER and HOPE CARPENTER, v.  
JOHN DOE and JANE DOE,

*Third-Party Defendants.*

**Memorandum in Support of  
Motion to Dismiss Appeal**

Howard W. Anderson III (#100329)  
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COMES NOW Respondent the Relentless Church (“Relentless”) and would respectfully show the Court as follows in support of its Motion to Dismiss Appeal.

### **BACKGROUND<sup>1</sup>**

Appellant Redemption, a South Carolina nonprofit corporation, filed an ejectment action in the Court of Common Pleas against Respondent Relentless, a South Carolina nonprofit corporation. [App. 17 ¶¶1-2; App. 25 ¶¶ 1-2]. The property at issue is located in Greenville County. [App. 17 ¶1; App. 25 ¶1]. In an amended answer, Respondent Relentless asserted counterclaims under a written Asset Transfer Agreement (“ATA”) and raised third-party claims against certain other individuals. [App. 25-152]. Redemption’s Reply denied the ATA’s validity, claiming the agreement was not “finalized and was not a valid, enforceable contract.” [App. 2]. *See also* [App. 153-71].

Despite claiming on the one hand that the ATA was not enforceable, Appellant Redemption filed a motion to compel arbitration pursuant to the arbitration provision contained in the ATA. [App. 2]. *See also* [App. 172-73]. The ATA’s arbitration clause appears on page 31 of that document. [App. 88]. No reference to arbitration

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<sup>1</sup> Because the Record on Appeal has not yet been prepared, the documents relevant to this Motion are included in the concurrently filed Appendix, which is cited as “App. \_\_\_\_”.

or the Uniform Arbitration Act appears on the ATA's first page. [App. 58].

Following a hearing on the motion to compel arbitration, Judge Gravely entered his formal order on July 13, 2020. [App. 1-6]. In that order, Judge Gravely denied the motion to compel arbitration without prejudice to refile, reasoning in relevant part as follows:

Redemption asserts that the contracts containing the arbitration provisions are not valid because they were never finalized. If there is no valid contract between the parties, then there is no basis to compel arbitration. Further, there is no delegation of the gateway issues to the arbitrator....

This Court finds that *Doe v. TSCS, LLC* is controlling and that the Court must determine the 'gateway' issue of whether the contracts are valid before determining whether the arbitration can be compelled. At this point, the issue of the validity of the various agreements is not properly before the Court and no evidence had been presented for the Court to make this determination. Therefore, the Court denies Redemption's Motion to Compel arbitration. If, after additional discovery and developments, there is sufficient evidence to support the validity of the various agreements, then Redemption can renew its Motion and the Court can make a determination of the 'gateway' issues at that time and determine whether arbitration is appropriate.

[App. 4-5].

Thereafter, Appellant Redemption filed a motion to alter or amend, which Judge Gravely denied on July 24, 2020. [App. 7-9].

Judge Gravely did, however, correct scrivener's errors in his original order, filing the corrected order denying the motion to compel arbitration on August 6, 2020. [App. 10-15].

On August 11, 2020, Appellant Redemption served a notice of appeal with respect to both the July 13 order denying the motion to compel arbitration (as corrected) and the order denying the motion to alter or amend. [App. 174-175]. A copy of the notice of appeal was not filed with the Clerk of the Circuit Court until September 1, 2020. [App. 174-75].

## **ARGUMENT**

This appeal must be dismissed for two, independent reasons. First, Appellant has failed to properly perfect the appeal. Second, even if the appeal had been properly perfected, the orders at issue are not immediately appealable.

### **I. The Appeal Has Not Been Perfected.**

Besides timely serving a notice of appeal on the opposing party, an appellant must file “[t]he notice of appeal ... with the clerk of the lower court and the clerk of the appellate court within ten (10) days after the notice of appeal is served.” R. 203(d)(1)(B), SCACR. The failure to timely file the appeal with the appropriate clerks of court makes the appeal subject to mandatory dismissal, with the option for a motion for leave to reinstate for good cause shown. R. 203(d)(3), SCACR (“If the notice of appeal is not timely filed or the filing fee is not paid in full, the appeal *shall* be dismissed, and shall not be reinstated except as provided by Rule 260.” (emphasis added)); R. 260(d)(3), SCACR (“A case shall not be reinstated except by leave of

the court, upon good cause shown, after notice to all parties.”).

Here, Appellant Redemption served its notice of appeal on August 11, 2020. [App. 174-75]. Thus, a copy of the notice of appeal was due to be filed with the Clerk of the Circuit Court no later than the tenth day thereafter, i.e. August 21, 2020. R. 203(d)(3), SCACR. A mandatory dismissal is, therefore, required. R. 260(d)(3), SCACR.

Because Respondent Relentless is unaware of the reason for Appellant’s non-compliance with the filing requirement, Respondent Relentless cannot yet determine whether any proffered reason could otherwise meet the requirements of good cause. At present, however, Respondent Relentless would simply note that, as demonstrated in the next section, no appealable order has yet issued below, making any argument about alleged good cause ultimately futile.

## **II. The Circuit Court’s Orders Are Not Immediately Appealable.**

“The jurisdiction of a court over the subject matter of a proceeding is determined by the Constitution, the laws of the state, and is fundamental. Lack of subject matter jurisdiction may not be waived, even by consent of the parties....” *Badeaux v. Davis*, 337 S.C. 195, 205 (Ct. App. 1999) (citation omitted). Every appellant, as the party asserting jurisdiction on appeal, bears the burden of proving that jurisdiction actually exists. *E.g., Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151,

153 (1980) (“When jurisdiction is challenged, the plaintiff has the burden of presenting facts sufficient to establish jurisdiction.”).

**A. S.C. Code § 14-3-330 Does Not Confer Jurisdiction.**

By statute the General Assembly has created appellate jurisdiction with respect to four general categories of appeals:

- (1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;
- (2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action;
- (3) A final order affecting a substantial right made in any special proceeding or upon a summary application in any action after judgment; and
- (4) An interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, continuing, modifying, or refusing the appointment of a receiver.

S.C. Code § 14-3-330.

Appellant cannot show that any of those sections apply.

First, the order below is only an intermediate order, not a final judgment, because

the court below still must determine whether an arbitration agreement exists and, if not, conduct a trial. *See, e.g., Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 335 (1993) (“If there is some further act which must be done by the court prior to a determination of the rights of the parties, then the order is interlocutory. If a judgment determines the applicable law while leaving open questions of fact, it is not a final judgment.” (citation omitted)).

Second, the interlocutory orders below do not affect the merits because the orders have not finally determined any part of a cause of action or defense. *See Jefferson v. Gene’s Used Cars, Inc.*, 295 S.C. 317, 318 (1988) (“An interlocutory order is appealable under [S.C. Code § 14-3-330] subsection (1) only if it involves the merits, that is, finally determines some substantial matter forming the whole or a part of some cause of action or defense. . . .” (quotation omitted)). Even if an arbitration clause were some kind of cause of action or defense, which it is not,<sup>2</sup> the circuit court has not yet actually determined whether the clause is or is not enforceable, meaning

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<sup>2</sup> If it were, such that motions denying arbitration were already immediately appealable under the general statute for appellate jurisdiction, the appeal provision set forth in South Carolina’s Uniform Arbitration Act, S.C. Code § 15-48-200 would be superfluous. That would be an impermissible suggestion. *See, e.g., State v. Smith (In re Decker)*, 322 S.C. 215, 219 (1995) (“A statute should be so construed that no word, clause, sentence, provision or part shall be rendered surplusage, or superfluous.” (quotation omitted)). As shown in the next section, S.C. Code § 15-48-200 does not confer appellate jurisdiction here.

the issue has not been finally decided below. *See* [App. 5 (“If, after additional discovery and developments, there is sufficient evidence to support the validity of the various agreements, then Redemption can renew its Motion and the Court can make a determination of the ‘gateway’ issues at that time and determine whether arbitration is appropriate.”)].

Third, the order does not affect a substantial right. The circuit court has not yet even finally decided whether arbitration is or is not required. [App. 5]. Even if it had finally decided to deny arbitration in this action, that would only subject Appellant Redemption to a trial. “Avoidance of trial is not a ‘substantial right’ entitling a party to immediate appeal of an interlocutory order.” *Shields v. Martin Marietta Corp.*, 303 S.C. 469, 470 (1991) (citation omitted).<sup>3</sup> When Appellant Redemption loses at trial, then it would be able to take an appeal to argue that arbitration should have been required.

Finally, the orders at issue do not grant or withhold a new trial, strike out any part of any pleading, issue or withhold an injunction, or appoint or refuse a receiver.

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<sup>3</sup> The current status of the case is discovery. Our Supreme Court has held that being subjected to discovery does not affect a substantial right, either. *Ex parte Wilson*, 367 S.C. 7, 12-14 (2005) (“We conclude the order quashing the subpoena duces tecum neither involves the merits nor affects a substantial right, and the order is, therefore, not immediately appealable.”).

In short, S.C. Code § 14-3-330 does not confer jurisdiction on this Court.

**B. S.C. Code § 15-48-200 Does Not Confer Jurisdiction, Either.**

Under the Uniform Arbitration Act, “[a]n appeal may be taken from...[a]n order denying an application to compel arbitration made under Section 15-48-20.” S.C. Code § 15-48-200(a)(1). That provision does not, however, confer jurisdiction here.

First, the statute also provides that “[t]he appeal shall be taken in the manner and to the same extent as from orders or judgments in a civil action.” S.C. Code § 15-48-200(b). As shown above, the failure to timely file a copy of the notice of appeal failed to timely perfect the appeal. Further, as also discussed above, a requirement of an otherwise interlocutory order in a civil action is that it “finally determine[] some substantial matter.....” *Jefferson*, 295 S.C. at 318. But the circuit court below denied the motion to compel without prejudice to a renewed motion at a later date; it has not issued a final order actually deciding the arbitration issue. [App. 5 (“If, after additional discovery and developments, there is sufficient evidence to support the validity of the various agreements, then Redemption can renew its Motion and the Court can make a determination of the ‘gateway’ issues at that time and determine whether arbitration is appropriate.”)]. *Cf. also State v. Dunbar*, 356 S.C. 138, 142 (2003) (“Issues not raised and ruled upon in the trial court will not be considered on appeal.... An issue that was not preserved for review should not be addressed

by the Court of Appeals....” (citations omitted)).

Second, the Uniform Arbitration Act does not even apply here. Under the statute, a party can only seek to compel arbitration of “an agreement described in Section 15-48-10.” S.C. Code § 15-48-20. Among other requirements for such agreements is the requirement that “[n]otice that a contract is subject to arbitration pursuant to this chapter ... be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract....” S.C. Code § 15-48-10. The contract at issue here, however, has no such notice. [App. 58]. Thus, the Uniform Arbitration Act cannot apply, and the Act’s appellate provision is irrelevant.

S.C. Code § 15-48-200 does not confer jurisdiction on this Court.

### **CONCLUSION**

This Court should dismiss the appeal for failure to perfect the appeal or, in the alternative, for lack of subject-matter jurisdiction.

Dated this 10<sup>th</sup> day of September 2020.

THE RELENTLESS CHURCH

s/Howard W. Anderson III  
Howard W. Anderson III  
SC Bar No. 100329  
*Counsel for Respondent*

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*Third-Party Defendants.*

**Appendix to Motion to Dismiss Appeal**

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|-----------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA           | ) |                              |
|                                   | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF GREENVILLE              | ) |                              |
|                                   | ) |                              |
| Redemption,                       | ) |                              |
|                                   | ) |                              |
| Plaintiff,                        | ) |                              |
|                                   | ) |                              |
| vs                                | ) |                              |
|                                   | ) |                              |
| The Relentless Church,            | ) | O R D E R                    |
|                                   | ) |                              |
| Defendant/Third-Party Plaintiff,  | ) | C.A. No 2020-CP-23-00012     |
|                                   | ) |                              |
| vs                                | ) |                              |
|                                   | ) |                              |
| Ron Carpenter and Hope Carpenter, | ) |                              |
| John Doe and Jane Doe,            | ) |                              |
|                                   | ) |                              |
| Third-Party Defendant.            | ) |                              |
| _____                             | ) |                              |

This matter came before the Court upon Plaintiff Redemption's Motion to Compel Arbitration and was heard on July 2, 2020 and was conducted pursuant to the Order of the South Carolina Supreme Court for the "Operation of the Trial Courts During the Coronavirus Emergency" issued on April 3, 2020 (as amended) (hereinafter "Emergency Order"). The parties consented to holding the hearing via videoconference with a Court Reporter. Participating in the hearing were John Devlin and other counsel of record for the Plaintiff and Devon Puriefoy and other counsel of record for Defendant The Relentless Church ("Relentless") and counsel for Third Party Defendants, as well.

On January 2, 2020, Redemption filed an action for ejectment against Relentless for failure to pay rent and abide by their lease arrangements. Relentless filed its Answer and Third Party Complaint on February 2, 2020 referencing a Transition Agreement and a written Lease

Agreement. On March 26, 2020, Redemption filed an Amended Answer and Third Party Complaint renewing its claim under the Lease Agreement, but also asserting claims, for the first time, certain claims under an Asset Transfer Agreement (ATA) allegedly entered into by the parties. Redemption filed its Reply to the Amended Counterclaim on May 8, 2020 denying that the ATA had ever been finalized and was not a valid, enforceable contract. At this time, Redemption also filed its Motion to Compel Arbitration under the terms of the ATA. Throughout this period, there were several hearings regarding the ejectment claim and the setting of rent during the pendency of the lawsuit as set forth in the Amended Order of Judge Robin Stilwell on April 2, 2020. Additionally, the parties participated in extensive mediation which failed to resolve this matter.

At the hearing, a very spirited debate ensued over whether Redemption had waived its right to seek arbitration. The parties present an interesting dilemma. Redemption asserts that the written Lease Agreement nor the ATA are valid. But these agreements contain the Arbitration provisions which Redemption is attempting to compel. Relentless asserts that the written Lease Agreement and ATA are valid and enforceable contracts, but that Redemption has waived its right to compel arbitration.

First, the Court will address the waiver/estoppel argument raised by Relentless. The causes of action set forth in Redemption's Complaint do not fall within any alleged arbitration provision, so the matter could not have been submitted to arbitration. In the initial response, Relentless, alleged that a written Lease Agreement was controlling (which does have an arbitration provision), but there was no reference to the ATA. When it filed its Amended Answer and Counterclaim on March 26, 2020, Relentless asserted, for the first time, that the ATA was controlling. Then, Redemption filed its Reply to the Amended Counterclaim on May

8, 2020 along with its Motion to Compel Arbitration. In Redemptions' first opportunity to formally respond to Relentless' claims under the ATA, it asserted its right of arbitration under the purported agreement. Even though the parties had engaged in substantial "legal wrangling" from the filing of the Complaint until the Motion to Compel arbitration was filed, no party's actions were contrary to asserting rights in arbitration under the ATA. Further, even though there had been several hearings and mediations, when Redemption filed its Motion to Compel arbitration, there had been no discovery and the issues had not been fully joined by the pleadings. Therefore, the Court finds that Redemption had not waived its right to seek arbitration nor did it take any action that would support a claim of estoppel.

Next, the Court must determine whether Redemption can assert arbitration based on an agreement that it claims had never been finalized and was not enforceable. South Carolina and federal policy strongly favor arbitration as a means to resolve disputes between parties and thus the Courts have held that arbitration agreements are presumed to be valid. See *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115 (2013). The Court would note that Relentless is the party that inserted these Agreements into the lawsuit and there is no claim that the arbitration provisions are void or unconscionable. There is a long line of authority which supports Redemptions' argument that even if the enforceability of a contract is in issue, the Courts must still compel arbitration. Under the *Prima Paint* doctrine, an arbitration provision of a contract can be imposed by the Court even though the enforceability of the contract is in issue. See, *Prima Paint Corporation v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967). However, Redemption's Motion must be viewed in light of two recent decisions by the South Carolina Court of Appeals: *Damico v. Lennar Carolinas, LLC*, 2020WL3067558 (S.C. Ct App. 6/10/20) and *Doe v. TCSC, LLC*, Opinion No. 5733 (S.C. Ct. App. 7/1/20). In *Damico*, the Court of

Appeals in applying *Prima Paint* stated the following: "In deciding whether the parties have a valid agreement to arbitrate we must therefore isolate the arbitration clause from the rest of the contract. If the arbitration agreement is valid, any issues as to the validity of other parts of the contract go to the arbitrator, not the Court." In *Damico*, the Court was addressing a contract which one of the parties claimed was fraudulently induced and found that since the arbitration provision was not in question, that the arbitrator must determine whether the contract was fraudulently induced. But in the case before this Court, Redemption claims that the ATA and lease agreements were never finalized and are not valid *ab initio* and this Court finds that *Doe v. TCSC, LLC* is more applicable. In *Doe*, the Court of Appeals found that the Court, and not the arbitrator, "will decide 'gateway' issues related to arbitration, including whether the arbitration agreement is valid and enforceable and whether it cover the parties' dispute." (citing *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995).) The Court must also look to whether the "gateway" issues were delegated to the arbitrator as well.

Redemption asserts that the contracts containing the arbitration provisions are not valid because they were never finalized. If there is no valid contract between the parties, then there is no basis to compel arbitration. Further, there is no delegation of the gateway issues to the arbitrator. The arbitration provision of the ATA states as follows:

Any controversy, claim, or dispute arising from or related to this Agreement except in respect of the injunctive relief described in Section 2.2(g) shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

There is clearly no delegation of the "gateway" issues in this provision.

This Court finds that *Doe v. TSCS, LLC* is controlling and that the Court must determine the "gateway" issue of whether the contracts are valid before determining whether the arbitration can be compelled. At this point, the issue of the validity of the various agreements is not properly before the Court and no evidence had been presented for the Court to make this determination. Therefore, the Court denies Redemption's Motion to Compel arbitration. If, after additional discovery and developments, there is sufficient evidence to support the validity of the various agreements, then Redemption can renew its Motion and the Court can make a determination of the "gateway" issues at that time and determine whether arbitration is appropriate

It is so ordered.

July 13, 2020

***E-signature Page of Judge Gravely to follow***



## Greenville Common Pleas

**Case Caption:** Redemption , plaintiff, et al vs. The Relentless Church , defendant, et al

**Case Number:** 2020CP2300012

**Type:** Order/Other

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-07-13 11:00:52 page 6 of 6

## FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
IN THE COURT OF COMMON PLEAS

## JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2300012

Redemption et al  
PLAINTIFF(S)

The Relentless Church et al  
DEFENDANT(S)

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);  
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):  
☐ Affirmed; ☐ Reversed; ☐ Remanded;  
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See Page 2

## ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

## For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/24/2020 .

Jane Doe  
John Doe  
Hope Carpenter  
Ron Carpenter  
The Relentless Church  
Relentless Church  
Brooke Asiatico for Redemption  
Katari Buck for Redemption

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---

This matter comes before the Court upon Plaintiff's Motion to Alter, Amend and Reconsider. The Court does not feel that an additional hearing is needed to address the Motion. In its first point, Plaintiff argues that the Order was based on an argument not presented by Defendant. The Court is not aware of any rule which requires that Orders can only be based on what the parties argue, although the Order is consistent with arguments made at the hearing. Secondly, the Plaintiff argues that the Court relied on a case that had not been addressed at the hearing and had only been issued 24 hours earlier, and the parties were not allowed to put their "spin" on the case. Again, the Court is not aware of any rule that requires only using cases cited by the parties. Further, the Court has never imposed a 72 deadline on briefs. Therefore, Plaintiff's Motion is denied.

As to the issue about minor errors of fact, the Court would allow the parties 5 days to submit a short memorandum on any facts which need to be corrected.



## Greenville Common Pleas

**Case Caption:** Redemption , plaintiff, et al vs. The Relentless Church , defendant, et al

**Case Number:** 2020CP2300012

**Type:** Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-07-24 10:30:13 page 3 of 3

|                                   |   |                              |
|-----------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA           | ) |                              |
|                                   | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF GREENVILLE              | ) |                              |
|                                   | ) |                              |
| Redemption,                       | ) |                              |
|                                   | ) |                              |
| Plaintiff,                        | ) |                              |
|                                   | ) |                              |
| vs                                | ) |                              |
|                                   | ) | AMENDED                      |
| The Relentless Church,            | ) | O R D E R                    |
|                                   | ) |                              |
| Defendant/Third-Party Plaintiff,  | ) | C.A. No 2020-CP-23-00012     |
|                                   | ) |                              |
| vs                                | ) |                              |
|                                   | ) |                              |
| Ron Carpenter and Hope Carpenter, | ) |                              |
| John Doe and Jane Doe,            | ) |                              |
|                                   | ) |                              |
| Third-Party Defendant.            | ) |                              |
| _____                             | ) |                              |

*(This Amended Order only corrects two scrivener's errors as submitted by counsel for the Plaintiff and no other changes were made. The Plaintiff's Motion to Reconsider had been denied by separate Order.)*

This matter came before the Court upon Plaintiff Redemption's Motion to Compel Arbitration and was heard on July 2, 2020 and was conducted pursuant to the Order of the South Carolina Supreme Court for the "Operation of the Trial Courts During the Coronavirus Emergency" issued on April 3, 2020 (as amended) (hereinafter "Emergency Order"). The parties consented to holding the hearing via videoconference with a Court Reporter. Participating in the hearing were John Devlin and other counsel of record for the Plaintiff and Devon Puriefey and other counsel of record for Defendant The Relentless Church ("Relentless") and counsel for Third Party Defendants, as well.

On January 2, 2020, Redemption filed an action for ejectment against Relentless for failure to pay rent and abide by their lease arrangements. Relentless filed its Answer and Third Party Complaint on February 2, 2020 referencing a Transition Agreement and a written Lease Agreement. On March 26, 2020, Relentless filed an Amended Answer and Third Party Complaint renewing its claim under the Lease Agreement, but also asserting claims, for the first time, certain claims under an Asset Transfer Agreement (ATA) allegedly entered into by the parties. Redemption filed its Reply to the Amended Counterclaim on May 8, 2020 denying that the ATA had ever been finalized and was not a valid, enforceable contract. At this time, Redemption also filed its Motion to Compel Arbitration under the terms of the ATA. Throughout this period, there were several hearings regarding the ejectment claim and the setting of rent during the pendency of the lawsuit as set forth in the Amended Order of Judge Robin Stilwell on April 2, 2020. Additionally, the parties participated in extensive mediation which failed to resolve this matter.

At the hearing, a very spirited debate ensued over whether Redemption had waived its right to seek arbitration. The parties present an interesting dilemma. Redemption asserts that neither the written Lease Agreement nor the ATA are valid. But these agreements contain the Arbitration provisions which Redemption is attempting to compel. Relentless asserts that the written Lease Agreement and ATA are valid and enforceable contracts, but that Redemption has waived its right to compel arbitration.

First, the Court will address the waiver/estoppel argument raised by Relentless. The causes of action set forth in Redemption's Complaint do not fall within any alleged arbitration provision, so the matter could not have been submitted to arbitration. In the initial response, Relentless, alleged that a written Lease Agreement was controlling (which does have an

arbitration provision), but there was no reference to the ATA. When it filed its Amended Answer and Counterclaim on March 26, 2020, Relentless asserted, for the first time, that the ATA was controlling. Then, Redemption filed its Reply to the Amended Counterclaim on May 8, 2020 along with its Motion to Compel Arbitration. In Redemptions' first opportunity to formally respond to Relentless' claims under the ATA, it asserted its right of arbitration under the purported agreement. Even though the parties had engaged in substantial "legal wrangling" from the filing of the Complaint until the Motion to Compel arbitration was filed, no party's actions were contrary to asserting rights in arbitration under the ATA. Further, even though there had been several hearings and mediations, when Redemption filed its Motion to Compel arbitration, there had been no discovery and the issues had not been fully joined by the pleadings. Therefore, the Court finds that Redemption had not waived its right to seek arbitration nor did it take any action that would support a claim of estoppel.

Next, the Court must determine whether Redemption can assert arbitration based on an agreement that it claims had never been finalized and was not enforceable. South Carolina and federal policy strongly favor arbitration as a means to resolve disputes between parties and thus the Courts have held that arbitration agreements are presumed to be valid. See *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115 (2013). The Court would note that Relentless is the party that inserted these Agreements into the lawsuit and there is no claim that the arbitration provisions are void or unconscionable. There is a long line of authority which supports Redemptions' argument that even if the enforceability of a contract is in issue, the Courts must still compel arbitration. Under the *Prima Paint* doctrine, an arbitration provision of a contract can be imposed by the Court even though the enforceability of the contract is in issue. See, *Prima Paint Corporation v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967). However,

Redemption's Motion must be viewed in light of two recent decisions by the South Carolina Court of Appeals: *Damico v. Lennar Carolinas, LLC*, 2020WL3067558 (S.C. Ct App. 6/10/20) and *Doe v. TCSC, LLC*, Opinion No. 5733 (S.C. Ct. App. 7/1/20). In *Damico*, the Court of Appeals in applying *Prima Paint* stated the following: "In deciding whether the parties have a valid agreement to arbitrate we must therefore isolate the arbitration clause from the rest of the contract. If the arbitration agreement is valid, any issues as to the validity of other parts of the contract go to the arbitrator, not the Court." In *Damico*, the Court was addressing a contract which one of the parties claimed was fraudulently induced and found that since the arbitration provision was not in question, that the arbitrator must determine whether the contract was fraudulently induced. But in the case before this Court, Redemption claims that the ATA and lease agreements were never finalized and are not valid *ab initio* and this Court finds that *Doe v. TCSC, LLC* is more applicable. In *Doe*, the Court of Appeals found that the Court, and not the arbitrator, "will decide 'gateway' issues related to arbitration, including whether the arbitration agreement is valid and enforceable and whether it cover the parties' dispute." (citing *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995).) The Court must also look to whether the "gateway" issues were delegated to the arbitrator as well.

Redemption asserts that the contracts containing the arbitration provisions are not valid because they were never finalized. If there is no valid contract between the parties, then there is no basis to compel arbitration. Further, there is no delegation of the gateway issues to the arbitrator. The arbitration provision of the ATA states as follows:

Any controversy, claim, or dispute arising from or related to this Agreement except in respect of the injunctive relief described in Section 2.2(g) shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be

obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

There is clearly no delegation of the "gateway" issues in this provision.

This Court finds that *Doe v. TSCS, LLC* is controlling and that the Court must determine the "gateway" issue of whether the contracts are valid before determining whether the arbitration can be compelled. At this point, the issue of the validity of the various agreements is not properly before the Court and no evidence had been presented for the Court to make this determination. Therefore, the Court denies Redemption's Motion to Compel arbitration. If, after additional discovery and developments, there is sufficient evidence to support the validity of the various agreements, then Redemption can renew its Motion and the Court can make a determination of the "gateway" issues at that time and determine whether arbitration is appropriate

It is so ordered.

August 5, 2020

***E-signature Page of Judge Gravely to follow***



Greenville Common Pleas

**Case Caption:** Redemption , plaintiff, et al vs. The Relentless Church , defendant, et al  
**Case Number:** 2020CP2300012  
**Type:** Order/Amend

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-08-05 16:36:55 page 6 of 6

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS |
|                         | ) |                              |
| COUNTY OF GREENVILLE    | ) | C.A. No. 2020-CP-23-_____    |
|                         | ) |                              |
| Redemption,             | ) |                              |
|                         | ) |                              |
| Plaintiff,              | ) |                              |
|                         | ) |                              |
| vs                      | ) | <b>SUMMONS FOR RELIEF</b>    |
|                         | ) |                              |
| The Relentless Church,  | ) |                              |
|                         | ) |                              |
| Defendant.              | ) |                              |
|                         | ) |                              |
| _____                   | ) |                              |

TO THE DEFENDANT NAMED ABOVE:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at P.O. Box 10387, Greenville, SC 29603 or at their offices at 27 Cleveland Street, Suite 201, Greenville, SC 29601, within thirty (30) days after the service hereof, except as to the United States of America (if a named party), which shall have sixty (60) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint, appear or defend, within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/ John R. Devlin, Jr.  
 John R. Devlin, Jr, S.C. Bar No. 1667  
 Devlin & Parkinson, P.A.  
 P.O. Box 10387  
 Greenville, SC 29603  
 (864) 242-4050  
 (864) 242-4277-Facsimile  
[john.devlin@devlinparkinson.com](mailto:john.devlin@devlinparkinson.com)

Attorney for the Plaintiff

Date: January 2, 2020  
 Greenville, South Carolina

|                         |   |                                      |
|-------------------------|---|--------------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS         |
|                         | ) |                                      |
| COUNTY OF GREENVILLE    | ) | C.A. No. 2020-CP-23-_____            |
|                         | ) |                                      |
| Redemption,             | ) |                                      |
|                         | ) |                                      |
| Plaintiff,              | ) |                                      |
|                         | ) |                                      |
| vs                      | ) | <b>COMPLAINT AND APPLICATION FOR</b> |
|                         | ) | <b>EJECTMENT</b>                     |
| The Relentless Church.  | ) |                                      |
|                         | ) |                                      |
| Defendant.              | ) |                                      |
|                         | ) |                                      |
| _____                   | ) |                                      |

Redemption would show unto the Court as follows:

### **PARTIES AND JURISDICTION**

1. Redemption, formerly known as Redemption World Outreach Center, is a nonprofit religious corporation organized under the laws of the State of South Carolina. It is the owner of real property located at 635 Haywood Road, Greenville South Carolina (“The Sanctuary”) and 80 Byrdland Drive, Greenville South Carolina (“The Imagine Center”) (collectively “The Properties”).

2. The Relentless Church (“Relentless”) is, on information and belief, a nonprofit corporation organized under the laws of the State of South Carolina. It is the current exclusive occupant of The Properties.

3. This action is brought pursuant to S. C. Code §27-37-10, et. seq.

4. Jurisdiction and venue are proper in this Court.

### **FACTUAL BACKGROUND**

5. Redemption was formed and is operated to promote the Christian religion. Redemption, under the leadership of Pastor Ronald W. Carpenter Jr. (“Carpenter”) and in

conjunction with its integrated auxiliary ministry, The Imagine Center, Inc., built a strong and vibrant Christian ministry in Greenville County. As a part of that ministry Redemption acquired The Properties and used them for religious worship and related ministry work. Redemption and The Imagine Center, Inc. are sometimes collectively referred to as the “GSC Ministries.”

6. In 2017, Carpenter and the GSC Ministries entered into an agreement with Pastor John W. Gray III (“Gray”) in which, among other matters, Gray agreed to assume the leadership of GSC Ministries, and to assume responsibility for the assets owned by it.

7. It was the intent of the parties to that agreement that the GSC Ministries would be rebranded to use a new name that had not been selected as of the date of the agreement, and that the management and control of the GSC Ministries, operating under that new name, would transition to Gray and a team selected by Gray. As an implicit part of that understanding, the GSC Ministries’ mortgage debt on The Properties would continue to be serviced by the GSC Ministries under Gray’s leadership and as rebranded by Gray.

8. Gray chose Relentless as the new name for his ministry. However, rather than rebranding the GSC Ministries as he agreed in the agreement, Gray incorporated an entirely new entity, The Relentless Church.

9. After incorporating Relentless in March 2018, Gray informed Redemption that Relentless wished to purchase the assets of the GSC Ministries rather than following through with the agreement. Unfortunately, after agreeing to the terms of an asset transfer agreement negotiated between the parties, Gray refused to execute and deliver the asset transfer agreement, and the GSC Ministries rescinded their previous approval of that agreement.

10. As a part of the negotiation of the asset transfer agreement, the parties proposed written leases (the “Proposed Leases”) for The Properties to be executed by Relentless as tenant.

Although the Proposed Leases were provided to Relentless, they were never executed and delivered to Redemption.

11. Delivery is a prerequisite to the validity of any written lease. Absent delivery, the Proposed Leases never went into effect.

12. As a result of Relentless' failure to execute and deliver the Proposed Leases, it is occupying The Properties on a month-to-month term under §27-35-30 of the South Carolina Code.

13. As allowed by South Carolina law, on November 27, 2019, Redemption delivered a 30-day notice to Relentless that the month-to-month tenancy would end no later than December 31, 2019. See Notice letter attached hereto as Exhibit "A".

14. Relentless has failed and refused to vacate The Properties as required by South Carolina law.

15. Additionally, Gray and Relentless were unable to service the debt on The Imagine Center.

16. As a result of Relentless' inability to keep the mortgage debt on The Imagine Center current, the GSC Ministries, under Carpenter's leadership and with the help of Carpenter's other ministry organizations, had to take the necessary steps to pay the debt in full in order to avoid that debt being foreclosed on.

#### **FOR A FIRST CAUSE OF ACTION – APPLICATION FOR EJECTMENT**

17. All previous allegations are incorporated herein by reference where consistent.

18. Relentless has occupied The Properties as a month-to-month tenant. See S.C. Code §27-35-30.

19. S.C. Code §27-37-10, et. seq., governs ejectment of tenants. Subsection 27-37-10(A) states as follows:

*The tenant may be ejected upon application of landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated.*

S.C. Code §27-37-20 states as follows:

*Any tenant may be ejected in the following manner, to wit: Upon application by the landlord or his agent or attorney any magistrate having jurisdiction shall issue a written rule requiring the tenant forthwith to vacate the premises occupied by him or to show cause why he should not be ejected before the magistrate within ten days after service of a copy of such rule upon the tenant.*

20. Under South Carolina law, therefore, because Redemption has properly given 30 days' notice to Relentless terminating the month-to-month tenancy in accordance with §27-27-20, it is entitled to the issuance of a Rule to Show Cause requiring The Properties to be vacated.

#### **FOR A SECOND CAUSE OF ACTION – BREACH OF LEASE**

21. All previous allegations are incorporated herein by reference where consistent.

22. As an alternative to the First Cause of Action, and to the extent that Relentless might claim that it is somehow entitled to the benefit of the Proposed Leases it never executed and delivered, Redemption would show the following to the Court:

23. The Proposed Leases required monthly payments in the amount of Redemption's mortgage payment obligations.

24. The lease payment amounts described above were, as set forth in Paragraph 6(a) of the Proposed Leases, expressly intended by both Redemption and Relentless to relieve Redemption of all debt service and operational cost obligations associated with The Properties.

25. Relentless failed to make the required payments under the Proposed Lease for The Imagine Center and failed to relieve Redemption of all debt service and operational cost obligations associated with the Sanctuary.

26. Additionally, Paragraph 17(a) of the Proposed Leases describes actions which would constitute an Event of Default. In pertinent part, it states as follows:

*The following actions shall constitute events of default...under the terms of this Lease:*

*(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due and such default continues for ten (10) days after Tenant is notified in writing by Landlord to cure such default ... ; or*

...

*(vi) if tenant is in default under the terms and conditions of **any other** agreement between Tenant and Landlord... (emphasis added)*

27. Paragraph 17(b) of the Proposed Leases provides that:

*If an Event of Default has occurred, then immediately, or at any time thereafter, in the sole and absolute discretion of Landlord, without prior notice to or demand upon Tenant, except as specifically otherwise provided in this Lease, Landlord may re-enter and take possession of the Premises (by action of ejectment or otherwise) and, as Landlord elects, either (a) declare this Lease and Option to Purchase terminated, in which event Landlord may thereafter possess and enjoy the Premises as though this Lease had never been made ....*

28. The failure of Relentless to make the required payments under the Proposed Leases is an Event of Default under those leases. To the extent the Proposed Leases are of any effect, Redemption hereby, pursuant to the rights conferred it under said paragraph 17(b), declares each of the Proposed Leases to be terminated and seeks to take possession of The Properties.

WHEREFORE, having set forth its claim, Redemption would pray as follows:

A. For this to Court to forthwith issue a Rule to Show Cause pursuant to S.C. Code §27-37-20 requiring Relentless to show cause why it should not be ejected from The Properties;

B. For a hearing within ten days of the service of said Rule to Show Cause, as required by S.C. Code §27-37-20;

C. For an Order following said hearing ejecting Relentless from The Properties; or in the alternative,

D. For an Order of this court declaring:

- i. That Relentless is in default of its obligations under the Proposed Leases;
- ii. That Relentless has no further right to possession or use of the Properties;  
and
- iii. That Relentless is to be ejected from The Properties.

s/ John R. Devlin, Jr.

John R. Devlin, Jr, S.C. Bar No. 1667

Devlin & Parkinson, P.A.

P.O. Box 10387

Greenville, SC 29603

(864) 242-4050

(864) 242-4277-Facsimile

[john.devlin@devlinparkinson.com](mailto:john.devlin@devlinparkinson.com)

Attorneys for the Plaintiff

Date: January 2, 2020

Greenville, South Carolina

DEVLIN & PARKINSON, P.A.

ATTORNEYS AT LAW

JOHN R. DEVLIN, JR.  
E. BROWN PARKINSON, JR.  
CHRISTOPHER R. ANTLEY

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GREENVILLE, SOUTH CAROLINA 29603-0387  
www.devlinparkinson.com

PHONE (864) 242-4050  
FAX (864) 242-4277

STREET ADDRESS:  
27 CLEVELAND STREET  
SUITE 201  
GREENVILLE, SC 29601

November 27, 2019

Pastor John Gray  
The Relentless Church  
c/o LaVon Johns  
Quintairos, Pietro, Wood & Boyer, P.A.  
Willis Tower  
233 S. Wacker Dr., 70<sup>th</sup> Floor  
Chicago, IL 60606

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

AND

Pastor John Gray  
The Relentless Church  
635 Haywood Road  
Greenville SC 29607

**VIA HAND DELIVERY**

**30-DAY NOTICE OF TERMINATION OF NON-RESIDENTIAL  
MONTH-TO-MONTH LEASE**

Dear Pastor John:

This law firm, along with Asiatico & Associates, PLLC, represents Redemption. Redemption owns the following real property that it leases to The Relentless Church ("Relentless") under an oral month-to-month lease agreement that was entered into on or about May 13, 2018:

1. 635 Haywood Road, Greenville, SC 29607; and
2. 80 Byrdland Drive, Greenville, SC 29607.

PLEASE TAKE NOTICE THAT Redemption, as Landlord, has elected to terminate Relentless' month-to-month lease of the properties identified above and Redemption is providing this thirty (30) day notice in accordance with South Carolina Code § 27-35-30, 27-35-120, and 27-37-10.

Relentless must completely vacate and surrender the properties to Redemption on or before thirty (30) days from the date of this letter, but in no event later than December 31, 2019 at 11:59 p.m. EST.

If you fail to vacate the properties at the above-stated date and time, Redemption will begin ejectment proceedings. We hope that such action will not be necessary.

THIS NOTICE OF TERMINATION IS GIVEN PURSUANT TO APPLICABLE LAW AND IN NO WAY IMPAIRS ANY OF THE OTHER REMEDIES OR RIGHTS OF LANDLORD UNDER APPLICABLE LAW.

Yours very truly,

John R. Devlin, Jr.

JRDJrAllk

|                                   |   |                                     |
|-----------------------------------|---|-------------------------------------|
| STATE OF SOUTH CAROLINA           | ) | COURT OF COMMON PLEAS               |
| COUNTY OF GREENVILLE              | ) | THIRTEENTH JUDICIAL CIRCUIT         |
| Redemption,                       | ) | C.A. No. 2020-CP-23-00012           |
| Plaintiff,                        | ) |                                     |
| v.                                | ) | <b>AMENDED ANSWER AND</b>           |
| The Relentless Church,            | ) | <b>COUNTERCLAIM AND THIRD-PARTY</b> |
| Defendant/Third-Party Plaintiff,  | ) | <b>COMPLAINT</b>                    |
| v.                                | ) |                                     |
| Ron Carpenter and Hope Carpenter, | ) |                                     |
| John Doe and Jane Doe,            | ) |                                     |
| Third-Party Defendants.           | ) |                                     |

---

Defendant The Relentless Church ("Relentless"), answering the Complaint of Plaintiff Redemption, would respectfully show unto the Court as follows:

1. Relentless admits the allegations in Complaint paragraph 1.
2. Relentless admits the allegations in Complaint paragraph 2.
3. Complaint paragraph 3 states a legal conclusion to which no response is required. To the extent a response is required, Relentless denies the allegations in Complaint paragraph 3.
4. Relentless admits the allegations in Complaint paragraph 4.
5. Relentless denies the allegations in Complaint paragraph 5.
6. Relentless admits those portions of Complaint paragraph 6 alleging John W. Gray III, Ronald W. Carpenter, Jr., Redemption, and The Imagine Center entered a contract entitled "Transition Agreement" dated December 9, 2017. The terms of the Transition

Agreement speak for themselves. Relentless denies the remaining allegations in Complaint paragraph 6.

7. Relentless admits those portions of Complaint paragraph 7 alleging John W. Gray III, Ronald W. Carpenter, Jr., Redemption, and The Imagine Center entered a contract entitled "Transition Agreement" dated December 9, 2017. The terms of the Transition Agreement speak for themselves. Relentless denies the remaining allegations in Complaint paragraph 7.
8. Relentless admits John W. Gray, III ("Gray") formed a non-profit entity known as "The Relentless Church." Relentless denies the remaining allegations in Complaint paragraph 8.
9. Relentless admits those portions of Complaint paragraph 9 alleging Redemption and Relentless once pursued an asset transfer agreement. Relentless denies the remaining allegations in Complaint paragraph 9.
10. Relentless admits those portions of Complaint paragraph 10 alleging the parties' pursuit of an asset transfer agreement included leases with option for the Properties with Relentless as tenant. Relentless denies the remaining allegations in Complaint paragraph 10.
11. Complaint paragraph 11 states a legal conclusion to which no response is required. To the extent a response is required, Relentless denies the allegations in Complaint paragraph 11.
12. Relentless denies the allegations in Complaint paragraph 12.

13. Relentless admits those portions of Complaint paragraph 13 alleging Relentless is in receipt of the document identified as Exhibit A. Relentless denies the remaining allegations in Complaint paragraph 13.
14. Relentless denies the allegations in Complaint paragraph 14.
15. Relentless denies the allegations in Complaint paragraph 15.
16. Relentless denies the allegations in Complaint paragraph 16.

**FIRST CAUSE OF ACTION - APPLICATION FOR EJECTMENT**

17. Relentless repeats and incorporates by reference its previous responses to the Complaint allegations.
18. Relentless denies the allegations in Complaint paragraph 18.
19. Complaint paragraph 19 states a legal conclusion to which no response is required. To the extent a response is required, Relentless denies the allegations in Complaint paragraph 19.
20. Relentless denies the allegations in Complaint paragraph 20.

**SECOND CAUSE OF ACTION — BREACH OF LEASE**

21. Relentless repeats and incorporates by reference its previous responses to the Complaint allegations.
22. Relentless denies the allegations in Complaint paragraph 22.
23. Relentless denies the allegations in Complaint paragraph 23.
24. Relentless denies the allegations in Complaint paragraph 24.
25. Relentless denies the allegations in Complaint paragraph 25.

26. In response to Complaint paragraph 26, Relentless craves reference to the Written Lease Agreement for the full terms the Complaint selectively quotes. To the extent a response is required, Relentless denies the allegations in Complaint paragraph 26.
27. In response to Complaint paragraph 27, Relentless craves reference to the Written Lease Agreement for the full terms the Complaint selectively quotes. To the extent a response is required, Relentless denies the allegations in Complaint paragraph 27.
28. Relentless denies the allegations in Complaint paragraph 28.
29. Relentless denies the allegations in the Complaint's "WHEREFORE" clause.

**FOR A SECOND DEFENSE**

30. To the extent necessary, Relentless reiterates and re-alleges the above paragraphs as if set forth herein verbatim.
31. The Complaint fails to state a claim upon which relief can be granted, and each and every individual claim therein against Relentless should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**FOR A THIRD DEFENSE**

32. To the extent necessary, Relentless reiterates and re-alleges the above paragraphs as if set forth herein verbatim.
33. Redemption's claim is barred, in whole or in part, by the doctrine(s) of waiver, release, unclean hands, estoppel, set off, and/or laches.

**FOR A FOURTH DEFENSE**

34. To the extent necessary, Relentless reiterates and re-alleges the above paragraphs as if set forth herein verbatim.

35. Relentless is the legal, or at the very minimum, equitable owner of the property that is the subject of this action and therefore is not subject to an ejectment action.

**FOR A FIFTH DEFENSE**

36. To the extent necessary, Relentless reiterates and re-alleges the above paragraphs as if set forth herein verbatim.

37. Relentless reserves the right to add and to assert such other and further defenses as may come to light as the discovery in this matter proceeds.

**COUNTERCLAIMS AND THIRD-PARTY CLAIMS**

38. Defendant Relentless alleges as follows:

**PARTIES AND JURISDICTION**

39. Third-Party Defendant Ron Carpenter is a California resident and the founder of Redemption.

40. Third-Party Defendant Hope Carpenter is a California resident and, upon information and belief, is also a pastor of Redemption – San Jose.

41. Mr. and Mrs. Carpenter are subject to personal jurisdiction in South Carolina because the contracts in question were formed and/or set to be performed in South Carolina and because Mr. and Mrs. Carpenter's tortious conduct occurred within South Carolina.

42. This Court has subject-matter jurisdiction over this action and the claims set forth in this third-party action.

43. Venue is proper pursuant to S.C. Code Ann. § 15-7-30 as Greenville County is the county where Relentless maintains its principal place of business and is the county where the most substantial part of the alleged acts and omissions giving rise to Relentless' causes of action occurred.

### **FACTUAL ALLEGATIONS**

44. In October 2017, pastor Ron Carpenter called John Gray and told him God spoke to Ron three times and told him to call John Gray in Houston, Texas. He said God was leading him to California but knew this would require a very capable pastor to take his place to lead the Redemption congregation. He said God said John Gray. At that time, the Grays were financially secure, in good standing serving as Associate Pastors at a thriving church, had a television show on the Oprah Winfrey Network, had just purchased a home and had a thriving international preaching ministry. Gray would later discover that contrary to what Carpenter told him, Carpenter had already asked two other ministers, who both had experience leading churches of their own previously, that turned him down.
45. Gray was shocked and felt it was God right away. Carpenter made it clear Redemption would be Gray's church, even with a new name, with Gray's own staff and ministries, as Gray would want them. Carpenter said he was keeping the Redemption name and taking core staff. The Carpenters repeated this numerous times later in interviews and with media outlets nationwide, including statements to the same effect on The Today Show.
46. Carpenter said he was leaving and not looking back. He wanted to be free and clear with no connection whatsoever. Once he left, Greenville would be Gray's ministries with no control by Ron or Hope Carpenter. He told Gray the people loved him and he need not worry about losing members of the congregation. Carpenter said he had to move quickly because of the need to get to California. Gray and his wife both felt a "yes" to the assignment, despite the stress it imposed on the Gray family to move so quickly.
47. After consulting with his wife and praying, the Grays agreed to make the trip across the country to Greenville, South Carolina. Carpenter indicated that the transition of

ownership was going to be fairly simple as the desire of both he and Gray were clear and understood by both. There was to be no need for dramatic change.

48. Carpenter also painted a financial picture of, "the best year in his twenty-seven years of his ministry," just as he stated in the public sermon he helped preach during the transition service. John Gray had no reason at that time to disagree.
49. As part of their discussions, Gray, Carpenter, Redemption, and the Imagine Center entered a Transition Agreement dated December 9, 2017 which specifically contemplated a complete transfer of ownership through the naming of Gray as Senior Pastor, President, and Chairman of the Boards of Redemption and the Imagine Center (known collectively as "GSC Ministries" ) effective May 13, 2018 ("the Transition Date"). The Transition Agreement did not provide, assume, or imply Gray or his newly acquired ministry would be responsible for any Redemption debt.
50. In fact, to make certain there was a complete separation of Carpenter from GSC Ministries, the Transition Agreement allowed Carpenter to maintain the intellectual property rights to the name "Redemption" to use "for a new church to be formed in California," and allowed for Gray to completely rebrand GSC Ministries as he saw fit, at which time The Relentless Church was born. Gray was also to name all new officers, directors, and employees.
51. Schedule C of the Transition Agreement stated, in pertinent part, that GSC Ministries (now under Gray's ownership) "**owns**" and will continue to "**own**" (emphasis added) real property situated at 635 Haywood Road, Greenville, South Carolina; 80 Byrdland Drive, Greenville, South Carolina; and 64 Deborah Lane, Greenville, South Carolina.

52. Unbeknownst to Gray, the International Pentecostal Holiness Church (“IPHC”) had informed Redemption that they had caught wind of the execution of the transition agreement and that they were making a denominational claim to all assets of Redemption South Carolina, and as a result the transfer of ownership and the board was not going to be permitted.
53. This information was never relayed to Gray. In fact, despite being allowed by Redemption counsel to execute the Transition Agreement with Gray, Redemption’s counsel, in a January 2018 correspondence, indicated that Redemption had no intention on actually transferring the board, a clear indication of the unfathomable deceit Ron and Redemption were engaged in. All of this information was completely unknown to Gray, and he fully intended on performing under the terms of the Transition Agreement.
54. At the time, Gray believed he had approximately five (5) months following the execution of the Transition Agreement to conduct due diligence. Gray immediately employed Tom Winters, his long-time attorney in matters related to church and tax law, as his acting CFO. Tom was tasked with providing an in depth review of Redemption’s financial condition to ensure that, before the transition of Gray as the Pastor of the Greenville campus, president of the Greenville legal church entity, and chairman of the newly appointed board, the financial representations made by Ron Carpenter were true.
55. Winters asked repeatedly for Travis Hayes, the still acting/interim CFO of Carpenter’s Redemption entities, to forward the requested Redemption South Carolina – Greenville and Imagine Center financials to him for review. It is important to note that Hayes had been employed by Carpenter for over twenty years, and was the acting power of attorney for both Ron and Hope Carpenter. It was under Carpenter that Hayes worked his way up

from security to the office of chief financial officer ("CFO"), despite having no background or degrees in accounting and not being a CPA. Hayes and his family were originally planning on accompanying Ron and Hope Carpenter to San Jose, California, to assist with Carpenter's acquisition of his new church entity. In fact, it came as a shock to everyone when Carpenter's longtime confidant elected to stay behind and remain in Greenville, South Carolina with Gray and Relentless.

56. After less than two weeks of requests for this vital information, rather than respond as requested by Winters and Gray, Hayes, without informing Gray, terminated Winters' representation and hired a local Greenville, South Carolina attorney to handle the transition.
57. Although the transition of ownership was already becoming more complicated than originally anticipated, Carpenter and select staff were vacating the Greenville campus and urging Gray that he had to move quickly in order to smoothly transition into his role as the congregation's new lead pastor. In fact, Gray was forced to move months earlier than originally anticipated, as Ron repeatedly told him that his church in California "wouldn't make it" if he did not get out there immediately.
58. Relying on Ron Carpenter's repeated assurances, Gray and his family, along with eighteen (18) other families moved to Greenville, South Carolina, to begin ministering. Not only did Carpenter encourage these families to leave their homes, but he also offered for Redemption Church to help pay for the move.
59. Gray arrived in Greenville and quickly began ministering to the Greenville congregation. Meanwhile, Gray, Carpenter, and their respective advisors undertook the fairly daunting

task of transferring ownership of select Redemption assets to Relentless over the course of the coming weeks and months.

60. However, on March 7, 2018, in spite of the representations by Carpenter that Gray would be able to step in as Lead Pastor, Chairman of the Board, and COO of the Greenville location, the IPHC objected once again to the transfer of ownership, as Ron Carpenter had borrowed in excess of \$4.0 million against the Imagine Center physical fitness properties which had not been repaid.
61. In this correspondence to Redemption, the IPHC called the loan and required payment in full on or before the Transition Date that was anticipated by the Transition Agreement.
62. Once again, the existence of this March 7, 2018 correspondence from the IPHC to Redemption was withheld from Gray and Relentless and Gray continued investing, time, money, and resources into the Greenville campus as its owner.
63. With the Transition Date fast approaching, Relentless retained legal counsel to assist with the transfer. It was at this time that Gray and Relentless were informed by their counsel that a new operative agreement transferring assets must be put into place as Redemption could not legally perform under the terms of the Transition Agreement and that moving forward using the Transition Agreement as the controlling transfer document was completely improper, and could potential give rise to litigation.
64. With Redemption not being able to perform under the terms of the Transition Agreement for reasons known and unknown to Gray at the time, Gray was forced to make a decision: abandon his congregation and cause eighteen (18) other families who took a leap of faith with Gray to move to Greenville, South Carolina unable to support themselves, or put in

place temporary measures that would allow Relentless to legally occupy the property without triggering litigation initiated by the IPHC.

65. After numerous conversations between Relentless' counsel and Redemptions' counsel, Gray understood the need to enter into a new agreement that allowed for the entity The Relentless Church to enter into an Asset Transfer Agreement in order to more clearly memorialize Relentless' ownership of the main church auditorium buildings and other administration buildings, the Imagine Center (a gym and physical fitness property), and a number of other assets.
66. On or about May 13, 2018 the originally anticipated Transition Date, Gray, on behalf of Relentless, and Ron Carpenter, on behalf of Redemption and the Imagine Center, entered into an Asset Transfer Agreement ("ATA") (attached hereto as Exhibit "A"), which ultimately became the new operative transfer document.
67. Pursuant to the ATA, Redemption was to transfer ownership of all assumed assets to Relentless, free and clear of all encumbrances, with an effective closing date as of the date of execution of the ATA.
68. Following execution of the ATA, Relentless became legal owner of all "acquired assets" including the main campus sanctuary, and The Imagine Center.
69. However, in an effort to stave off threatened litigation by the IPHC stemming from their claim of denominational ownership of all assets, and an outstanding note balance owed by Redemption in excess of \$4 million, Relentless and Redemption executed two lease agreements (attached hereto as Exhibits "B" and "C").
70. Paragraph 5, subsection b of The Imagine Center Lease ("TIC Lease"), titled "Base Rent," required Relentless to assume payment of the outstanding Imagine Center portion

of the IPHC ELF note, the terms of which were set forth more fully in exhibit B of the TIC Lease. According to the exhibit, Relentless was to pay \$18,603.25 per month until the loan was satisfied, or until such time that Relentless elected to secure financing to repay the note in full.

71. As for the main campus sanctuary, a second lease was drafted (the “Sanctuary Lease”) that, pursuant to paragraph 5 subsection b, titled “Base Rent,” required Relentless was to pay an amount equal to a certain trust indenture of \$64,994.00 per month associated with the sanctuary.
72. Both leases made specific reference to the existence of the ATA. In fact, the final paragraph of both leases stated that the ATA was to provide for “a more expansive acquisition of assets and succession of the church” and in the event of any conflicting terms, the ATA was to govern.
73. Although not ideal, Gray understood the need to implement these safeguards so as to allow him to continue to minister to his congregation without fear of legal action being taken against him resulting from Carpenter’s and Redemption’s inability to perform under the original contract terms.
74. The leases were only incorporated into the ATA as a mechanism by which to allow Relentless to assume ownership over certain Redemption assets, while Redemption continued to negotiate settlement of the IPHC’s denominational claim over all assets of Redemption South Carolina. Both the IPHC and the TMI bond holder were on board with Relentless’ assumption of ownership of Redemption assets and continued payment of the respective liabilities owned by each directly to the respective note holder.

75. Following execution of the ATA, Relentless made all necessary payments to IPHC and TMI.
76. There was never any question that the sole purpose of the ATA was to transfer legal ownership of certain acquired assets of Redemption to Relentless.
77. In support of this position, the parties need look no further than the IPHC's execution of a quitclaim deed to Redemption (attached hereto as Exhibit "D") following Redemption's settlement with the IPHC regarding its denominational claim to all assets of Redemption South Carolina, and a corresponding transfer of title to real property (attached hereto as Exhibit "E") from Redemption to Relentless.
78. The quit claim deed and the transfer of title were to be immediately recorded following Redemption's settlement of IPHC's denominational claim to Redemption South Carolina assets, however this was more of a formality, as the ATA made clear Redemption had already relinquished ownership of all acquired assets to Relentless.
79. No party with even the slightest understanding of the details of this transaction could possibly say in good conscience that Relentless was not the legal owner of the acquired assets following the execution of the ATA.
80. In fact, in an effort to avoid adverse impacts on the properties and Relentless' operations, Relentless has continued to pay a number of expenses and obligations incurred by Redemption that Relentless had no legal obligation to pay and that Redemption should be responsible for, some of which predate the transition.
81. Between May of 2018 and September of 2018, Relentless performed in accordance with the terms of the ATA, as did Redemption, at least partially.

82. Ron and Redemption always maintained that the assets were being transferred to Relentless, and The Relentless Church, as a South Carolina domestic not-for-profit corporation, would own the assets and assume the liabilities (although these liabilities were never made clear to Relentless and financials were never received, despite requests). Redemption South Carolina transferred to and entrusted Relentless with all phone numbers, the full database, the servers complete with Redemption files, the mailing addresses, the retirement 403b account (\$1.6mil - transferred to Relentless, including satellite campuses), the use of utilities accounts, the leased vehicles, etc., which gave Relentless and the Grays belief that Relentless would own the campus and other attached entities.
83. In September of 2018, Redemption and the IPHC entered into a confidential settlement agreement, at which time the IPHC released its denominational claim to Redemption South Carolina assets. However, the settlement specifically stated that Redemption's obligations under the IPHC ELF loan were still in full force and effect. However, as of the date of the ATA execution, this was of little concern to Redemption, as Gray and Relentless had assumed all payments to the IPHC ELF, as the new owner of the Greenville campus.
84. Sometime in late 2018, Ron Carpenter unilaterally paid in full the IPHC ELF loan. Upon information and belief, Carpenter used the real estate from the San Jose, California properties to borrow approximately ten million dollars (\$10,000,000.00) to pay off the Imagine Center loan and buy additional properties.

85. On December 11, 2018, the IPHC ELF recorded a mortgage satisfaction in Redemption's favor, which ultimately allowed title of the Imagine Center to pass to Relentless clear of all encumbrances.
86. However, as a result of Carpenter's election to refinance the loan and borrow an additional \$6.0 million, an act undertaken without Gray or Relentless' knowledge, Carpenter and his representatives unilaterally caused the new note balance to increase from \$18,000.00 to over \$41,000.00, a 133% increase.
87. Ron and Redemption immediately demanded that Relentless pay this increased monthly payment, despite having no legal or equitable basis for making such a demand.
88. Gray agreed to pay the increased amount, another showing of good faith, as he was being assured by Hayes and Redemption advisors that the few remaining assets of Redemption South Carolina were being transferred now that all matters had been resolved with the IPHC.
89. However, a quick review of the ATA and lease agreements clearly demonstrates that Relentless has no legal obligation to make this increased payment, and the payment of any such amounts were/are nothing more than a showing of good faith by Relentless, in an effort to finalize a deal that had taken far longer than expected.
90. As the transition of ownership became increasingly complicated and convoluted, despite Relentless being the rightful owner of all acquired assets, it became obvious to Gray that Hayes was not looking out for the best interest of the church.
91. As a direct result of Gray losing faith in Hayes' commitment to Relentless and its mission, in March 2019 Gray hired, Melissa Graham, a former college CFO, to come in and take over the accounting and become the new chief financial officer of Relentless.

Hayes had his job title changed to chief operating officer. This came following a letter from the Relentless board that indicated to Gray their belief that Hayes was not a competent CFO and that his inability to understand financials and unwillingness to produce the same for review by Relentless warranted such action.

92. Upon employment, Graham began requesting from Hayes the financials of both Relentless and Redemption in order to provide a comprehensive analysis of Redemption's following the execution of the transfer documents. Hayes refused to furnish any of the requested information.
93. As Graham continued her investigation and Gray began relying on advisors seeking to advance Relentless' mission, the reality of the effect of Redemption's satisfaction of the IPHC ELF loan became clear. Through Redemption's satisfaction of the IPHC ELF loan, the transfer of The Imagine Center parcel was completed and legal title passed to Gray and Relentless.
94. As a direct result, the lease agreements that were only in place while Redemption negotiated a settlement with the IPHC regarding its denominational claim became moot.
95. However, Redemption's counsel refused to file the executed quit claim deed in an effort to advance Ron's scheme to attempt to financially benefit from what Gray and his team had built at Relentless.
96. Over the course of the coming months, Relentless counsel continued to finalize the transaction, which, quite frankly, simply required the transfer of few more assets, and the filing of the May 30, 2018 quit claim deed executed by Redemption in Relentless' favor.
97. In September of 2019, as anxiety heightened as a result of Ron and his legal counsel's complete unwillingness to abide by the terms of the ATA, Hayes was present in a closed

door meeting with a limited number of high-level Relentless officers during which the need was discussed to move from the existing facilities as Carpenter refused, either intentionally or because he was unable, to transfer the remaining Redemption South Carolina assets to Relentless as represented. It is believed that shortly thereafter, notwithstanding his fiduciary obligations, Hayes informed Carpenter and his employees of this decision.

98. Shortly thereafter, Hayes began a series of actions, it is believed at the request and direction of the Carpenters, including leaking confidential information regarding Relentless to Redemption employees. Upon discovery of this information, Hayes was demoted to the position of Director of Special Projects. With this title, Hayes' access to confidential information was drastically limited and his computer access was limited. However, the IT director, that was Hayes' subordinate while acting as Relentless COO, gave Hayes advance notice that his access was being restricted, which ultimately led to Hayes' intentional removal of confidential Relentless member information (including financial information such as the senior pastors' W2s), confidential financial information of Relentless employees (including social security numbers), and private Relentless financial information, to an unauthorized website. During this time, Hayes also started using a RonCarpenter.com email address and was applying for a carrying license under Redemption-San Jose, all while still employed with Relentless.
99. By December of 2019, Gray and Graham had found a number of disturbing emails evidencing Hayes' concerted effort to undermine Gray's ministry. As a result of these shocking discoveries, Hayes hurried to resign his position with Relentless, and, upon information and belief, was a Redemption employee within a days, if not hours.

100. Gray was able to utilize the services of an IT consulting firm to retrieve the more than 4,000 emails Hayes removed from his computer. Included in one such recovered email thread was a letter received by Hayes from Asiatico and Associates, PLLC, a Texas based law firm that represented Redemption and Ron Carpenter.
101. In the letter dated January 11, 2018 to the IPHC, Redemption's counsel takes the nefarious position that Carpenter and Redemption have "no plans to convey any property of Redemption Greenville to John Gray's ministry..."
102. This letter was never produced to Gray or any other senior official of Relentless by Hayes.
103. This letter predates the execution date of the ATA by more than four (4) months. What this letter demonstrates, without question, is Carpenter's and Redemption's scheme to: (1) fraudulently induce eighteen (18) families to move across the country on the promise of Gray assuming ownership of Redemption Greenville; (2) execute asset transfer documents which ultimately resulted in Gray and Relentless paying over a million dollars towards Redemption's IPHC note, and sanctuary bond plus another million plus on improvements and bills; (3) allow Relentless to become financially responsible for liabilities never contemplated by any transition document which Redemption directly benefited from; and (4) refuse to perform its legal obligations under the operative transfer documents once Redemption had rebounded from its financial woes due to Relentless' assumption of all of Redemption's liabilities.
104. Carpenter and Redemption began the final phase of their scheme when, despite the executed Transition Agreement, and the executed Asset Transfer Agreement and corresponding leases, coupled with Relentless' total compliance with their terms,

Redemption sent Relentless and Gray a document on November 27, 2019, entitled "30-Day Notice of Termination of Non-Residential Month-to-Month Lease."

105. This document incorrectly asserted Redemption had a right to demand possession of the Properties and purported to order Relentless and Gray to vacate by December 31, 2019.

106. In late 2019, Ms. Carpenter began sending messages via social media to Relentless members making false statements about Relentless and Gray. Specifically, Ms. Carpenter told the members:

- a. Relentless is 3-4 months behind on its bills;
- b. Gray is a "shady man" and "[v]ery dishonest"; and
- c. Gray " has not lived up to his end of the agreement."

107. In the same messages, Ms. Carpenter insisted she and Mr. Carpenter "will be taking our church back."

108. These defamatory statements were asserted for the specific purpose of denigrating Gray's truthfulness and trustworthiness, which the Carpenters know is essential to the relationship between members of a religious institution and its leadership.

109. In addition, in early January 2020, Ron and Hope Carpenter scheduled a meeting at Thornblade Club in Greer, South Carolina, and invited former members and elders of Redemption Church and others. During this meeting, the Carpenters repeated the slanderous and defamatory statements Hope Carpenter had made on social media as outlined above.

110. On Friday, January 3, 2020, the Relentless Church offices were closed, just like they are every Friday. The Carpenters and staff at Redemption/Jubilee Church in California were aware of the fact the offices were closed.

111. At 3:17 pm, Greg Smith, CFO and Executive pastor of Ron Carpenter Ministries and Redemption Church - San Jose, sent an e-mail to Melissa Graham, CFO of Relentless Church, and Dameron Batson, Director of Accounting and Finance, stating as follows:

I am emailing to inform you that Redemption Church has talked with Duke Power today and they will be disconnecting service at all addresses and buildings on the Greenville Campus. The disconnect can be done as early as this evening to 8:00 PM EST tomorrow.

The Duke Power representative stated if someone from Relentless church would call by Friday January 3rd, by 7:00 EST, fill out the application and pay the connection fee, there would not be an interruption of service. If the call came later than today, the power could not be reconnected until Monday.

112. If the power had been turned off, it would have affected over 200,000 people worldwide. Fortunately, Melissa Graham had her e-mails sent to her cell phone. After securing authority to do so, Ms. Graham was able to get the Relentless checkbook, travel to the closest Duke Power office and pay over \$60,000.00 in deposits shortly before 7:00 pm. When Ms. Graham inquired how this happened, Duke Power employees said that a call had come in requesting immediate disconnection and inquiring if service could be terminated before Saturday morning. The caller was told yes. When Ms. Graham inquired how it was possible for Redemption Church leaders to authorize a power cut off before services on Sunday, she was told by the Duke Power employee that, after checking the computer, they discovered a request to change the account from Redemption to Relentless in June 2018, but that Travis Hayes had withdrawn that request while serving as CFO for Relentless Church and on the Board of Directors of Redemption SC without informing the Grays or the staff.

113. The severity of Redemption's conduct, luckily, was not fully realized, as anyone on the Greenville campus at the time of the intended power outage could have been seriously injured. Fortunately Graham was able to intervene before any such injuries were suffered.
114. At numerous times in 2019, Relentless and the Grays have requested both in person and through written correspondence to the Carpenters and their attorneys, for the parties to sit down with wise counsel, pray together, and try to follow Biblical principles for settling disputes among Christians, seeking for both sides to avoid publicity and avoid the courts. The Carpenters refused every offer.
115. This has been an extensive and costly journey for Relentless and the Grays. While waiting for the not-for-profit assets of Redemption SC to transfer to Relentless, Relentless paid, in good faith, all the liabilities and bills, maintained the operations of the campus, repaired and improved the campus in the sum of over \$500,000.00, and paid certain Redemption employees. Additionally, Relentless has now paid over \$500,000.00 of Redemption's invoices including obligations of Redemption satellite campuses before they closed, Redemption—San Jose's and Jubilee's attorney fees, and for Ron Carpenter properties that are falsely included as non-taxable properties under Redemption and Redemption Realty but used for personal inurement and of which Relentless does not have access to.
116. Ron Carpenter and Hope Carpenter broadly and publicly stated the intent to transfer the church to John Gray and Relentless on numerous occasions and platforms. There is even a recent voicemail from Ron Carpenter to John Gray stating the same. It was not until Travis Hayes was fired that, with the help of IT specialists, Relentless was able to recover

and review files deleted by Hayes from his work computer that led to the discovery of the true condition of Redemption Church and the Carpenters at the time Carpenter approached Gray in Houston as outlined above.

117. Redemption had mounting bills; the Greenville campus was not self-supporting, as had been represented. In fact, the Redemption's Greenville campus was receiving financial support from other Redemption campuses, as it could not independently pay the mortgage on the property nor operational expenses.
118. IPHC wanted to call the notes on both the Greenville Imagine Center loan and the Columbia satellite church loan, and Ron and Redemption were in the media spotlight for making perceived racial derogatory innuendos/comments, among other issues.
119. The documents recovered from Hayes's computer also showed that Ron and Hope Carpenter had been audited by the IRS, and according to a document signed by Ron Carpenter, the Carpenters were forced to sell their Lake Keowee vacation home and liquidate their retirement account to pay back taxes. Documents also showed that Travis Hayes was appointed as the Carpenters' Power of Attorney. There were also pending legal issues with other Carpenter family members at the time in Greenville, none of which was made known to the Grays, or to anyone on their team at the time. Although Travis Hayes was fully aware of all the above, he also failed to disclose the information, and continued to refuse to furnish Redemption's past financial records as requested.
120. Relentless also paid expenses and fees of attorneys for Redemption and Relentless on the transfer agreement (plus some other expenses of Redemption—San Jose and Jubilee), again based solely on the authorization of Travis Hayes, without any Relentless board approval or discussions with any other Relentless staff member.

**FIRST CAUSE OF ACTION**

(Breach of Contract- Transition Agreement )  
(Against Redemption and Mr. Carpenter)

121. Relentless realleges and incorporates by reference the allegations stated above.

122. Gray, Mr. Carpenter, Redemption, and the Imagine Center entered a Transition Agreement on December 9, 2017.

123. As part of the Transition Agreement, Redemption and Mr. Carpenter had a duty to appoint Gray as Senior Pastor, President, and Chairman of the Boards of Redemption and the Imagine Center on the Transition Date.

124. In reliance on promises Redemption and Mr. Carpenter made in the Transition Agreement, Gray, his family, and the families of his staff members uprooted their lives in Texas and moved to South Carolina.

125. Redemption and Mr. Carpenter breached the Transition Agreement when they wrongfully failed to appoint Gray as Senior Pastor, President, and Chairman of the Boards of Redemption and the Imagine Center on the Transition Date. However, it has only recently been discovered that Redemption and Ron actually breached the Transition Agreement the day it was executed, as Ron had previous knowledge that the IPHC was claiming ownership over all Redemption South Carolina property, including the real property that was the subject of the Transition Agreement, facts wholly unknown to Gray.

126. Gray and Relentless have fulfilled all their obligations under the Transition Agreement.

127. As a direct and proximate result of Redemption and Mr. Carpenter's breach, Relentless suffered, and continues to suffer, monetary and other damages.

**SECOND CAUSE OF ACTION**  
(Promissory Estoppel)  
(Against Redemption and Mr. Carpenter)

128. Relentless re-alleges and incorporates by reference the allegations stated above.

129. This cause of action is pled as an alternative basis for relief should a fact-finder not grant relief on Relentless' first cause of action.

130. During the course of negotiations of Gray's move to South Carolina, Redemption and Mr. Carpenter unambiguously promised Gray that:

- (a) Gray would be appointed Senior Pastor, President, and Chairman of the Boards of Redemption and the Imagine Center in May 2018;
- (b) the transition to Gray's leadership would be seamless; and
- (c) there were no financial or legal issues to preclude either Gray's appointment or the transition of the Properties' ownership to the new church Gray would lead.

131. Redemption and Mr. Carpenter failed to keep each of these promises.

132. Relentless reasonably relied on these promises in moving its staff from Texas to South Carolina and in making arrangements to operate within the Properties.

133. Redemption and Mr. Carpenter could foresee Relentless would rely on these promises as Mr. Carpenter sought out Gray to participate in the transition and specifically sought Gray's reliance to induce Gray to agree to uproot his life and to move to South Carolina.

134. As a direct and proximate result of Redemption and Mr. Carpenter's failure to keep their promises, Gray and Relentless suffered, and continue to suffer, monetary and other damages.

**THIRD CAUSE OF ACTION**  
(Breach of Contract- Written Lease Agreements)  
(Against Redemption)

135. Relentless re-alleges and incorporates by reference the allegations stated above.
136. Redemption and Relentless entered Written Lease Agreements on May 13, 2018 for the Properties.
137. The Lease Agreements required Redemption to lease the Properties to Relentless for a period beginning on May 13, 2018 and ending only upon the earlier of Relentless exercising its purchase option or the expiration of the option period.
138. Relentless has paid all required rents since the Lease Agreements were entered and has otherwise complied with its duties imposed by the Lease Agreements.
139. Redemption unilaterally increased the rent on the Imagine Center without cause or contractual authorization, and, as a result, Relentless has overpaid rent on the Imagine Center in an amount totaling over \$200,000.00.
140. Redemption has breached its duty to lease the Properties to Relentless by wrongfully sending a notice of termination and by pursuing legal action to wrongfully evict Relentless from the Properties, while also ensuring notification to media to be on site when the documents were "served" instead of delivery to attorney as would be expected. The news outlets reported that Relentless was issued an eviction notice, as they were told by Redemption- San Jose staff, which further damaged Relentless.
141. Redemption has breached its duty under the written Lease Agreements' rent terms by unilaterally increasing the rent on the Imagine Center without cause or contractual authorization.

142. As a direct and proximate result of Redemption's breach, Relentless suffered, and continues to suffer monetary and other damages.

**FOURTH CAUSE OF ACTION**

(Defamation, Slander and Libel)

(Against Mr. and Ms. Carpenter, John and Jane Doe)

143. Relentless re-alleges and incorporates by reference the allegations stated above.

144. Ms. Carpenter made false and defamatory statements concerning Gray in 2019 by stating in social media messages that Gray is a "shady man" and "[v]ery dishonest," which was also published in local media and on a radio talk show website.

145. Ms. Carpenter also falsely stated that Relentless, the religious organization Gray leads, is three to four months behind on its bills.

146. Ms. Carpenter published these false and defamatory statements via social media postings directed to Relentless church members. The Carpenters repeated these false allegations at the meeting at Thornblade Club referenced above.

147. The Carpenters knew or should have known at the time these statements were made that they were false and likely to harm Gray and Relentless. The Carpenters made their intentions in making these false statements very clear. She, along with Mr. Carpenter, seek to displace Gray and "take our church back." The Carpenters' statements are actionable per se because they relate to matters incompatible with Relentless and Gray's business or trade as the leader of a religious organization. Alternatively, the Carpenters' false and defamatory statements caused Relentless and Gray special damage and other reputational harm among Relentless members and others in the community.

**FIFTH CAUSE OF ACTION**  
(Intentional Misrepresentation)  
(Against Mr. Carpenter and Redemption)

148. Relentless re-alleges and incorporates by reference the allegations stated above.
149. In October of 2017, Ron Carpenter, on behalf of Redemption church, informed Gray that he was leaving his Greenville ministry and God told him that Gray was the right person to lead his congregation.
150. Based upon numerous representations and repeated assurances by Carpenter and Redemption that certain Redemption assets were to transfer to Gray including the Greenville campus sanctuary and Imagine Center, Gray and sixteen (16) other families packed up their belongings and moved across the country to Greenville, South Carolina.
151. Redemption and Relentless entered into a Transition Agreement and a subsequent ATA, each of which required the transfer of ownership of certain Redemption assets to Relentless.
152. Gray was completely unaware of Carpenter's and Redemption's secret intent, and reasonably relied on their very specific representations.
153. Carpenter's and Redemption's secret intent to never transfer ownership of certain assets to Relentless, despite the execution of a Transition Agreement and ATA and corresponding leases, has resulted in severe economic harm to Gray and Relentless.
154. Gray and Relentless reasonably relied on Carpenter's and Redemption's representations and had no actual or constructive knowledge that they were untrue.
155. As a direct and proximate result of these misrepresentations, Gray and Relentless have suffered actual damages, including, but not limited to, lost profits and loss of reputation.

**SIXTH CAUSE OF ACTION**  
(Fraud)  
(Against Mr. Carpenter and Redemption)

156. Relentless re-alleges and incorporates by reference the allegations stated above.
157. In October of 2017 Ron Carpenter fraudulently induced Gray and his family to move across the country with promises that Gray would become the new lead pastor and owner of the former Redemption Greenville campus.
158. On December 9, 2017 Relentless and Redemption entered into a Transition Agreement, whereby Gray became the lawful owner of certain assets of Redemption, including the real property where the Greenville sanctuary was situated, as well as the Imagine Center.
159. After it became clear that Carpenter and Redemption could not perform in accordance with the Transition Agreement due to their misrepresentations that ownership of the assets could transfer, the parties entered into an ATA that specifically incorporated two lease agreements.
160. The ATA and leases collectively provided a legal vehicle to transfer ownership as was always the intent of Redemption and Relentless, while also not exposing either party to suit by the IPHC stemming from its denomination claim.
161. Under the ATA and leases, Redemption was to transfer ownership of all “acquired assets”
162. Carpenter and Redemption fraudulently induced Gray to move his family across the county and execute asset transfer documents that they never intended on honoring.
163. In fact, following the resignation of Ron’s longtime friend, confidant, and CFO, Travis Hayes, it was discovered in a correspondence dated January 11, 2018 that Hayes was in possession of a correspondence from Redemption’s counsel that Redemption never intended on transferring assets to Relentless.

164. Despite these representations to the IPHC and Hayes, Redemption executed the ATA and corresponding leases with Relentless which served only to transfer the very assets Redemption was secretly telling third parties it had no intention of transferring.
165. However, just as the January 11, 2018 letter promises, Redemption challenged the asset transfer and sought to eject Relentless from the Greenville campus, after having benefited hundreds of thousands, if not millions, of dollars from Relentless' operation.
166. But for the fraudulent conduct of Carpenter and Redemption, Gray and his family would have remained in Texas where he would have continued his ministry to so many people that had grown to love and respect him.
167. As a direct result of Carpenter's and Redemption's fraudulent conduct, Gray and Relentless have suffered severe economic harm in the form of actual damages, including, but not limited to, lost earnings.

**SEVENTH CAUSE OF ACTION**

(Specific Performance)  
(Against Redemption)

168. Relentless re-alleges and incorporates by reference the allegations stated above.
169. Should the court determine no valid and binding contract of ownership exists, this cause of action is being plead as an alternative theory of recovery.
170. On or about December 9, 2017 Redemption and Relentless entered into a Transition Agreement wherein it was specifically contemplated that Redemption was to transfer ownership of all real property located at 635 Haywood Road, Greenville, South Carolina, 80 Byrdland Drive, Greenville, South Carolina, and 64 Deborah Lane, Greenville, South Carolina to Gray and Relentless.

171. On or about May 13, 2018 Relentless and Redemption entered into an ATA, with corresponding lease agreements which make specific reference to and incorporate the terms of the ATA, that also specifically called for the transfer of ownership of certain “acquired assets,” as defined by the ATA, including the transfer of the real property set forth above.
172. Each of the contracts set forth above are valid agreements which Relentless has continued to perform under and remains able and willing to perform under.
173. Redemption, despite partial performance in accordance with the terms set forth in the above-mentioned agreements, ceased to act in accordance with the terms of the Transition Agreement and/or ATA in furtherance of its scheme to defraud Relentless.
174. Redemption maintains the position that the Transition Agreement and/or Asset Transfer Agreement and corresponding leases are not valid, enforceable contracts.
175. As such, Relentless seeks a finding that Redemption be required to transfer all assets contemplated by the Transition Agreement and ATA and corresponding leases.

**EIGHTH CAUSE OF ACTION**  
(Declaratory Judgment)  
(Against Mr. Carpenter and Redemption)

176. Relentless re-alleges and incorporates by reference the allegations stated above
177. Relentless has a case of actual controversy against Redemption, Ron and Hope Carpenter, relating to a dispute over legal/equitable ownership of 635 Haywood Road, Greenville, South Carolina, 80 Byrdland Drive, Greenville, South Carolina, and 64 Deborah Lane, Greenville, South Carolina to Gray and Relentless.
178. Despite Redemption’s execution of a Transition Agreement, and ATA and corresponding leases, each of which specifically called for the transfer of certain assets to Relentless,

Redemption now takes the position that it retains legal and equitable ownership over the real property set forth above.

179. Relentless seeks a judgment of the Court declaring the rights and responsibilities of the parties with respect to ownership, specifically including the following findings of fact and conclusions of law:

- a. The Transition Agreement was a validly executed and enforceable contract;
- b. The ATA and corresponding leases were validly executed and enforceable contracts;
- c. That Relentless is the legal/equitable owner of 635 Haywood Road, Greenville, South Carolina, 80 Byrdland Drive, Greenville, South Carolina, and 64 Deborah Lane, Greenville, South Carolina.

#### **PRAYER FOR RELIEF**

Wherefore, Relentless respectfully asks the Court to enter judgment in its favor and award actual damages, special damages, consequential damages including, punitive damages, the costs of this action, attorneys' fees, prejudgment interest, post judgment interest, and other such relief as the Court may deem just and proper.

Respectfully submitted this  
26<sup>th</sup> day of March, 2020

**BANNISTER, WYATT & STALVEY, LLC**

s/Luke A. Burke

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**ATTORNEYS FOR DEFENDANT/  
THIRD-PARTY PLAINTIFF**

# EXHIBIT A

## ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") is made and entered into as of **May 13, 2018** by and among **The Relentless Church**, a South Carolina nonprofit corporation ("Transferee"), and **Redemption**, a South Carolina nonprofit corporation ("Redemption") and **The Imagine Center**, a South Carolina nonprofit corporation ("Imagine") and together with Redemption, "Transferors" or individually a "Transferor").

### WITNESSETH:

WHEREAS, Redemption is a nondenominational Church with interests in Greenville, South Carolina, Columbia, South Carolina, Raleigh, North Carolina, Puerto Plata, Dominican Republic, and San Jose, California, which are owned and operated by and through Redemption and various related entities; and

WHEREAS, Transferors desire to transfer to Transferee and Transferee desires to receive from Transferors all of the rights and assets of Transferor related to and necessary to continue the operations of Transferors at the Greenville, South Carolina location, including without limitation its various worship, youth, child care, outreach and pastoral care ministries conducted from such location (the "Greenville Ministry") upon the terms and conditions set forth herein (the "Transaction").

NOW, THEREFORE, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS AND USAGE

1.1 Definitions. As used in this Agreement and the Exhibits and Schedules delivered pursuant to this Agreement, the following definitions shall apply:

"Accounts Receivable" has the meaning set forth in Section 2.1(c).

"Affiliated Real Property" has the meaning set forth in Section 2.1(k).

"Annual Financial Statements" has the meaning set forth in Section 3.5.

"Assigned Claims" has the meaning set forth in Section 2.1(i).

"Assumed Contracts" has the meaning set forth in Section 2.1(f).

"Assumed Liabilities" has the meaning set forth in Section 2.5.

"Automobile Leases" means those certain leases to be entered into by and between Transferor and Transferee pursuant to Section 2.3 hereof regarding any automobiles and small motorized vehicles (e.g., golf carts) presently subject to institutional, purchase money financing.

“Cap” has the meaning set forth in Section 10.4.

“Cash” has the meaning set forth in Section 2.1(b).

“Closing” has the meaning set forth in Section 2.8.

“Closing Date” has the meaning set forth in Section 2.8.

“Computer Software Licenses” shall mean those computer software licenses and monthly subscriptions that are currently installed in the work computers of Transferred Employees for their basic functions and which are no longer needed by Transferors as described in **Schedule 1.1**. For avoidance of any doubt, Computer Software Licenses excludes any proprietary software owned by Transferors and/or iChurch in respect of iChurch or any other proprietary software that is specifically for and custom-made for Transferors.

“Environment” means soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

“Environmental, Health and Safety Liabilities” means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law, including those consisting of or relating to:

(a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);

(b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under any Environmental Law or occupational Safety and Health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions (“Cleanup”) required by any Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective or remedial measure required under any Environmental Law or Occupational Safety and Health Law.

The terms “removal,” “remedial” and “response action” include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

“Environmental Law” means any legal requirement that requires or relates to:

(a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;

(g) cleaning up pollutants that have been Released, preventing the threat of Release or paying the costs of such cleanup or prevention; or

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

“Environmental Laws” means any applicable foreign, federal, provincial, state, municipal and local statute, law, ordinance, regulation, or rule, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7601, et seq., the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq., the Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136, et seq., and the Federal Water Pollution Control Act, 42 U.S.C. § 5501, et seq., any orders issued by, and other requirements of any Governmental Entity with the force of law, or any rule of common law, effective on or before the Closing Date that relate to pollution, the protection of the public health or the environment, the use, handling, manufacture, generation, storage, treatment, transport, disposal or release of hazardous substances, occupational health and safety or storage and transportation of goods.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Financial Statements” has the meaning set forth in Section 3.5.

“GAAP” means generally accepted accounting principles in effect in the United States.

“Governmental Entity” means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States or a foreign nation or jurisdiction, any State of the United States or any political subdivision of any thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“Governmental Permits” has the meaning set forth in Section 2.1(g).

“Greenville Campus” means those properties commonly identified as located at 635 Haywood Road, Greenville, South Carolina 29607; 74 Byrdland Drive, Greenville, South Carolina 29607; and 80 Byrdland Drive, Greenville, South Carolina 29607, as more particularly described in the Real Property Leases.

“Greenville Ministry” has the meaning set forth in the Preamble.

“Hazardous Activity” shall mean any use, storage or release of Hazardous Substances or Hazardous Materials which is not in compliance with Environmental Laws or which is conducted in such a manner as to present material risk of Environmental Laws violations.

“Hazardous Materials” or “Hazardous Substances” shall mean any substance regulated or controlled according to Environmental Laws.

“Indemnified Party” has the meaning set forth in Section 10.3.

“Indemnifying Party” has the meaning set forth in Section 10.3.

“Intangible Property” has the meaning set forth in Section 2.1(e).

“Interim Financial Statements” has the meaning set forth in Section 3.15(a).

“Law” means law, statute, ordinance, rule, regulation, judgment, injunction, order or decree of any Governmental Entity.

“Licensed Marks” has the meaning set forth in Section 2.5.

“Licenses” has the meaning set forth in Section 3.16(a).

“Losses” has the meaning set forth in Section 10.1(a).

“Membership List” means a list of people limited specifically as follows: (i) ministry adherents of Transferor who regularly physically attend Redemption’s church services at Redemption’s main church campus located at 635 Haywood Road, Greenville, South Carolina 29607, and (ii) dues-paying members of Imagine.

“Minimum Aggregate Liability Amount” has the meaning set forth in Section 10.4.

“Permitted Encumbrances” shall mean (i) liens for taxes not yet due and payable, that are

payable without penalty or that are being contested in good faith and for which adequate reserves have been recorded, (ii) liens arising or resulting from any action taken by Transferee or any affiliate thereof, (iii) liens for assessments and other governmental charges or liens of carriers, warehouseman, mechanics and materialmen incurred in the ordinary course of business, in each case for sums not yet due and payable or due but not delinquent, (iv) any encumbrance that will be paid or discharged at or before the Closing Date, or (v) any right of any client to any of its information or materials included in the Transferred Assets.

"Prepaid Expenses" has the meaning set forth in Section 2.1(h).

"Real Property Leases" means those certain leases to be entered into by and between Transferor and Transferee pursuant to Section 2.3 hereof regarding the properties constituting the Greenville Campus and Viburnum Court.

"Release" or "Released" means the presence, or act of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Materials (including the abandonment or discarding of barrels, drums, tanks, and other similar containers, containing any Hazardous Materials) into the indoor or outdoor environment.

"Retained Employees" has the meaning set forth in Section 2.9.

"Retained Liabilities" has the meaning set forth in Section 2.6.

"Retained Marks" shall mean any and all federal and/or state trademarks owned by Transferor.

"Retirement Obligations" has the meaning set forth in Section 2.6(b).

"Tangible Personal Property" has the meaning set forth in Section 2.1(a).

"Taxes" shall mean any federal, state, county, local, foreign or other tax, charge, imposition or other levy (including interest, fines or penalties thereon or related thereto) including, without limitation, income taxes, estimated taxes, excise taxes, sales taxes, use taxes, gross receipts taxes, franchise taxes, taxes on earnings and profits, employment and payroll-related taxes, property taxes, real property transfer taxes, any taxes or fees related to unclaimed property, taxes on value added and import duties, whether or not measured in whole or in part by net income, imposed by the United States, or any state or local government or any political subdivision of any of the foregoing or by any foreign, federal, national, provincial or local or any political subdivision thereof.

"Terminated Employees" has the meaning set forth in Section 2.9.

"Trade Payables" has the meaning set forth in Section 2.6(a)

"Transaction" has the meaning set forth in the Preamble.

"Transaction Consideration" has the meaning set forth in Section 2.7.

"Transferred Assets" has the meaning set forth in Section 2.1.

"Transferred Employees" has the meaning set forth in Section 2.9.

"Transferred Plans" has the meaning set forth in Section 3.13.

"Transferee" has the meaning set forth in the Preamble.

"Transferor" or "Transferors" has the meaning set forth in the Preamble.

"Transferor Agreements" has the meaning set forth in Section 3.11.

"Viburnum Court" means that certain parsonage property commonly known as 315 Viburnum Court, Simpsonville, South Carolina and being more specifically identified as Greenville County Tax Map Parcel Number 0567.05-01-050.00.

## ARTICLE II

### TRANSFER AND ASSIGNMENT OF THE GREENVILLE MINISTRY

#### 2.1 Acquisition of Certain Assets.

At the Closing (as hereinafter defined), each Transferor shall convey, assign, transfer and deliver to Transferee, and Transferee shall acquire from each Transferor, free and clear of any encumbrances other than Permitted Encumbrances, all of each Transferor's right, title and interest in and to all of such Transferor's personal property and assets, tangible and intangible, of every kind and description, located at the Greenville Campus or used primarily in connection with the Greenville Ministry, including the following, but specifically excluding the Excluded Assets described in Section 2.2 hereof (sometimes hereinafter referred to as the "Transferred Assets"):

(a) Tangible Personal Property. Subject to Section 2.2, all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by any Transferor located at the Greenville Campus, together with any existing express or implied warranty by the manufacturers or lessors of any item or component part thereof and all maintenance records and other documents in Transferor's possession relating thereto (the "Tangible Personal Property") as of the Closing Date. Such Tangible Personal Property shall include, without limitation, those items described on **Schedule 2.1(a)** attached hereto;

(b) Cash. Transferee acknowledges that Seven Hundred and Fifty Thousand Dollars (\$750,000.00) has been previously deposited into an operating account of Transferee by Transferor ("Cash"). Transferors shall relinquish control over the current operating accounts of Redemption (BB&T Checking Account, Account Number 0005220187022; and BB&T Savings Account, Account Number 0005220829687, the "Redemption Accounts") and the operating account of The Imagine Center (BB&T Checking Account, Account Number 0005220206477, the "Imagine Account" and collectively with the Redemption Accounts, the "Wind-up Accounts"), including any cash balance therein, which balance shall be stipulated by

Closing certificate of the parties. The Wind-up Accounts will remain in place to service obligations of the Greenville Ministry arising prior to the Closing Date and as clearing accounts for rent payments by Transferee under the Real Property Leases and the Automobile Lease (from which Wind-up Account real property and automobile lenders shall debit by ACH). Any debits posted against the Wind-up Accounts by Transferors that have not been agreed to by Transferee after closing shall be immediately reimbursed to Transferee. Any such reimbursements and the balance remaining in the Wind-up Accounts following payment of all trailing debts/Trade Payables of Redemption, shall be the sole property of Transferee.

(c) Accounts Receivable. All pledges, accounts receivable, notes, notes receivable, and other rights to receive payments from any person directly related to the Greenville Ministry (the "Accounts Receivable"). For the avoidance of any doubt, Accounts Receivable do not include any pledges or other rights to receive payments from any person that are personal to Pastor Ronald W. Carpenter, Jr., Founder of Redemption, or any other Redemption-related entities that are not comprised within the Greenville Ministry;

(d) Records. Subject to Section 2.2, the Membership List and the Greenville Campus' or Greenville Ministry's equipment logs, operating guides and manuals, financial and accounting records, and promotional materials. For the avoidance of any doubt, at Closing or reasonably shortly thereafter, Transferor shall provide Transferee the Membership List electronic format;

(e) Intangible Property. All post office box numbers, phone numbers, fax numbers and Computer Software Licenses that Transferor owns that are capable of being transferred (the "Intangible Property");

(f) Assumed Contracts. Subject to Section 2.2, all rights in and to all agreements, contracts, leases, licenses, consensual obligations, promises or undertakings primarily related to the Greenville Campus or the Greenville Ministry, under which any Transferor has or may acquire any rights or benefits, under which any Transferor has or may become subject to any obligation or liability or by which any Transferor or any of the assets owned or used by Transferor is or may become bound (the "Assumed Contracts"). Transferors agree that some or all of the Assumed Contracts may need to remain in Transferors' names while Transferee works on establishing itself as a new church and builds its own positive credit history. Transferee acknowledges and hereby expressly assumes all obligations under the Assumed Contracts, including but not limited to making all payments arising thereunder even if the said contract(s) continues to remain in Transferors' names for the reasons noted herein. The parties further acknowledge and agree that the obligations arising hereunder are liabilities arising in the ordinary course of business on or after Closing under the Assumed Contracts in Section 2.6(e).

(g) Governmental Permits. Subject to Section 2.2, all consents, licenses, registrations, or permit local or issued, granted, given or otherwise made available by or under the authority of any federal, state, foreign governmental or quasi-governmental authority of any nature and all pending applications therefor or renewals thereof, in each case to the extent directly related to the Greenville Campus or Greenville Ministry and to the extent transferable to Transferee ("Governmental Permits");

(h) Prepayments. All rights relating to deposits and prepaid expenses, claims for refunds and rights to offset directly related to the Greenville Campus or the Greenville Ministry (the "Prepaid Expenses");

(i) Claims. All claims of any Transferor against third parties relating to the Greenville Campus or Greenville Ministry, whether choate or inchoate, known or unknown, contingent or fixed ("Assigned Claims"); and

(j) Insurance Benefits. All insurance benefits, including rights and proceeds, arising from or relating to the Greenville Campus or Greenville Ministry prior to the Closing Date. For the avoidance of any doubt, this section does not include any insurance benefits, including rights and proceeds, arising from or relating to any claims that are personal to Pastor Ronald W. Carpenter, Jr., or any other Redemption-related entities that are not comprised within the Greenville Ministry.

(k) Affiliated Real Property. Those certain pieces and parcels of real property generally known as (1) the parcel located at 64 Deborah Lane, Greenville, South Carolina and being more specifically identified as Greenville County TMS No. B002.03-05-005.00; and (2) a vacant lot located in Keowee Keys in Oconee, South Carolina and being more specifically identified as Oconee County Tax Map Parcel Number 111-16-02-031 (collectively, the "Affiliated Real Property"). The Affiliated Real Property is more particularly described on **Schedule 2.1(k)**.

2.2 Excluded Assets. It is expressly agreed that Transferee shall not acquire, and Transferors shall retain, the following assets of Transferors:

- (a) all minute books and records of company actions;
- (b) all personnel records and other records that a Transferor is required by law to retain in its possession;
- (c) all third-party rights in and to employee benefit plans maintained by Transferors;
- (d) all rights of Transferors under this Agreement;
- (e) Retained Marks;
- (f) all proprietary rights in and to numerous copyrightable works, including but not limited to, literary, audio, and video works on various religious topics that Pastor Ronald W. Carpenter, Jr. owns and that he licensed to Redemption on a non-exclusive basis pursuant to a copyright license and royalty distribution agreement effective January 1, 2014, between Pastor Ronald W. Carpenter, Jr. and Redemption.
- (g) Any and all other intellectual property rights of: (i) Transferor, (ii) any other Redemption-related entities, (iii) iChurch, Inc., and (iv) Pastor Ronald W. Carpenter, Jr., except for Membership List and any Computer Software Licenses that may be transferred to Transferee by Transferor. Transferee specifically acknowledges and agrees that the intellectual

property rights of Transferor includes Transferor's proprietary information and trade secrets, and a breach of this Section by Transferee would cause damages to Transferor that would be difficult if not impossible to ascertain. Therefore, in the event of any breach or threatened breach or attempted breach of any provision of this Section, Transferor shall, in addition to and not to the exclusion of any other rights or remedy available to Transferor at law or in equity, be entitled to seek and receive from any court of competent jurisdiction full temporary and permanent injunctive relief enjoining and restraining Transferee and each and every other person concerned therein from the continuation of such violative acts.

(h) all vehicles, except for those specifically set forth on **Schedule 2.2(g)**;  
and

(i) any other property and assets expressly designated on **Schedule 2.2(i)**.

2.3 Lease of Certain Assets. On or before Closing, Transferor, as Landlord, and Transferee, as Tenant, shall enter into the Real Property Leases, the form of which is attached as **Schedule 2.3(a)**. Likewise, Transferor, as Lessor, and Transferee, as Lessee, shall enter into the Automobile Leases, the form of which is attached as **Schedule 2.3(b)**.

2.4 Use of Television Studio Space. For a limited period of twelve (12) months after Closing, Transferee agrees to provide Pastor Ronald W. Carpenter, Jr., Founder of Redemption ("Pastor Ron"), use of the current television studio space as may be needed from time to time for Pastor Ron's continuing ministry endeavors. Pastor Ron understands his use of the television studio space must be reasonable, and dates and times of his use shall be reasonably and mutually agreed upon between Pastor Ron and Transferee; provided, however, Transferee shall exert best efforts to accommodate Pastor Ron's requests for all such use. The foregoing rights of use shall be in the nature of license, but there shall be no license fees charged to Pastor Ron. The indemnities and insurance obligations of the Landlord and Tenant under the applicable Real Property Leases are declared to cover allocation of risks occasioned by such use.

2.5 Licensed Marks. Transferor is the owner of certain United States Federal Trademarks, more specifically set forth in **Schedule 2.5** relating to Imagine. For a limited period of six (6) months after Closing, Transferor hereby licenses to Transferee the use the said marks on a non-exclusive basis.

2.6 Liabilities. Transferee shall not assume any liabilities of any Transferor of any kind or nature, known or unknown, fixed or contingent, except those expressly set forth below (the "Assumed Liabilities"):

(a) trade accounts payable incurred in the ordinary course of business as at the Closing Date, that the existing Greenville Ministry would have normally paid had it continued to operate the ministry but for the Transactions contemplated by this Agreement. The Parties will mutually agree upon payment responsibility with respect to any expenses incurred by Transferors on behalf of and at Greenville Ministry's behest after the Closing Date. To the extent possible, the Transferors shall endeavor to record pertinent details of the same on Transferors' financial statements as of the date hereof (the "Trade Payables"). Notwithstanding the foregoing, all invoicing to Transferors

payable to Asiatico & Associates, PLLC and/or unpaid pledge contributions by Transferors to the Upper South Carolina Conference of the Pentecostal Holiness Church, Inc. are expressly excluded from the Assumed Liabilities, and no funds in the Wind-up Accounts shall be available for payment of such invoices;

(b) Transferee hereby expressly assumes obligations to make regularly scheduled payments of interest and principal arising after Closing under that certain promissory note payable to Ronald W. Carpenter, Jr. Ministries, Inc., dated as of Closing and in the original principal amount of \$6,250,000, a copy of which note is attached as **Schedule 2.6(b)** (the "Retirement Obligations"). Such assumption shall be formally evidenced by an assignment/assumption instrument and novation affixed to the note;

(c) the institutional mortgage debts assumed by and through the Real Property Leases described in Section 2.3;

(d) the institutional purchase-money debts assumed by and through the Automobile Leases described in Section 2.3; and

(e) liabilities arising in the ordinary course of business on or after Closing under the Assumed Contracts.

Except as expressly set forth in this Section 2.6, all other liabilities of Transferors shall be retained by Transferors and paid by Transferors when due (the "Retained Liabilities").

2.7 Consideration. The parties agree that assumption of the Assumed Liabilities and the entry into the Real Property Leases and Automobile Leases is good and valuable consideration for the assignment and transfer of the Transferred Assets (the "Transaction Consideration"), the receipt and sufficiency of which is acknowledged by the parties.

2.8 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be effective as of 12:01 AM on May 13, 2018, or at such other date and time as may be mutually agreed by the parties. The hour and date of the Closing is herein referred to as the "Closing Date".

2.9 Employees. On the Closing Date, Transferors shall terminate the employment of all existing employees of Transferors currently assigned primarily to the Greenville Campus who are designated by Transferee as intended for hire (the "Transferred Employees"). For avoidance of doubt, Transferors anticipate that Transferee will hire substantially all of Transferors' employees who are currently assigned primarily to the Greenville Campus effective from the Closing Date, but Transferee is not required to offer employment to all existing Greenville Campus employees of Transferors. Rather, **Schedule 2.9** is attached and incorporated as a means of designating the Transferred Employees, and those other employees whose employment will be either a) severed and terminated permanently (the "Terminated Employees"), or b) retained by Transferors for continued employment (the "Retained Employees"). Any employment of the Transferred Employees will be subject to the usual Transferee pre-employment verification process, including background screening, and any such employment will be on terms reasonably acceptable to the Transferee. Each Transferor shall be responsible for all salary, wages, benefits, severance obligations and other obligations owed to the Transferred Employees and the Terminated Employees up to the date such

employee is no longer an employee of such Transferor, all of which, to the extent calculable, shall be paid to each such employee when due. For avoidance of doubt, the foregoing Employee obligations shall be paid from the Wind-up Accounts in full satisfaction of the foregoing allocation of expense. Likewise, Transferee shall be responsible for all salary, wages, benefits, severance obligations, and other obligations owed to the Transferred Employees from the date such employee is hired by Transferee; provided, Transferee and Transferors shall reconcile and reimburse as applicable to the extent that any human resources management contractors payments are inconsistent with the respective hiring and retention dates. Except to the extent otherwise provided for in this Agreement, if applicable, Transferors shall be responsible for any severance owed to Retained Employees and all continuing wages, benefits or entitlements owed to the Retained Employees.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF TRANSFERORS

Transferors, jointly and severally, represent and warrant the following to the Transferee:

3.1 Organization, Authority and Capacity. **Schedule 3.1** contains a complete and accurate list of each Transferor's jurisdiction of formation and any other jurisdictions in which it is qualified to do business as a foreign entity. Each Transferor is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Each Transferor has the full power and authority necessary to: (i) execute, deliver and perform its obligations under this Agreement, (ii) carry on its business as it has been and is now being conducted, and (iii) own and lease the properties and assets which it now owns or leases. Each Transferor is duly qualified to do business and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification. **Schedule 3.1** also sets forth each assumed name, fictitious name or other trade name under which each Transferor has conducted business within the preceding five (5) years and, if applicable, the jurisdiction(s) in which any filings with respect to the name have been made.

3.2 Authorization and Validity. The execution, delivery and performance of the terms of this Agreement have been duly authorized by all necessary corporate action on the part of each Transferor. This Agreement has been or will be, as the case may be, duly executed and delivered by each Transferor and constitutes or will constitute the legal, valid and binding obligations of each Transferor, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, or as may be modified by a court of equity.

3.3 Absence of Conflicting Agreements or Required Consents. Except as otherwise noted elsewhere in this Agreement, the execution, delivery and performance by each Transferor of the terms of this Agreement: (i) do not require the consent of or notice to any governmental or regulatory authority, or if such consent or notice is required, it has or will have obtained or provided the same by the Closing; (ii) will not conflict with any provision of Transferor's corporate documents (including articles of incorporation and bylaws); (iii) will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which any Transferor is subject or by which any

Transferor or any of their assets or properties are bound; (iv) subject to Section 7.3, will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which any Transferor is a party or by which any Transferor or any of their properties are bound; and (v) will not create any lien upon any of the Transferred Assets.

3.4 Governing Documents of Transferor, Books and Records. True and correct copies of the articles of incorporation and all amendments thereto (certified by the secretary of state or other appropriate governmental authority) and the bylaws of each Transferor have been provided to the Transferee. All of the books and records of each Transferor are true, accurate and complete in all material respects and have been made available to the Transferee.

3.5 Financial Statements. The individual and consolidated financial statements for each Transferor for the years ended December 31, 2017 (collectively, the "Annual Financial Statements") and the period ended March 31, 2018 (the "Interim Financial Statements"), each of which reflects the results of operations and financial condition of Transferors at such date (collectively, the "Financial Statements"), have previously been delivered to the Transferee. Except as otherwise noted elsewhere in this Agreement, the Interim Financial Statements and the Annual Financial Statements have been prepared in accordance with GAAP, consistently applied throughout the periods indicated. The Financial Statements present fairly the financial position of Transferors as of the dates indicated and present fairly the results of the operations of Transferors for the periods then ended. The Financial Statements have been prepared in accordance with the books and records of each Transferor, which have been properly maintained and are complete and correct in all material respects.

3.6 No Undisclosed Liabilities. Except as otherwise noted elsewhere in this Agreement, Transferor is not aware of any liabilities, whether accrued, absolute, contingent or otherwise, except for liabilities reflected in the Financial Statements; which were incurred in the ordinary course of business since the date of the most recent balance sheet included in the Financial Statements; or which would be reasonably likely to have a material adverse effect on any Transferor.

3.7 Litigation and Claims. Except as set forth in **Schedule 3.7** hereto, Transferor is not aware of any: (i) claims, lawsuits, actions, arbitrations, or administrative or other proceedings pending or threatened against any Transferor with respect to or related to the Transferred Assets or the Greenville Ministry; (ii) governmental or administrative investigations or inquiries that relate to any Transferor; or (iii) judgments against or consent decrees binding on any Transferor.

3.8 No Violation of Law.

(a) Neither Transferor is aware of it being at any time in the past or currently in violation of any applicable local, state or federal law, order, ordinance, regulation, injunction or decree, or any other requirement of any governmental body, agency or regulatory authority or court binding on it, or, relating to the Greenville Ministry.

(b) Neither Transferor is currently and in the preceding five (5) years has been subject to any fine, penalty, liability or disability as the result of a failure to comply with any requirement of federal, state or local law, and neither Transferor has received any notice of such noncompliance.

### 3.9 Personal Property.

(a) Except as noted elsewhere in this Agreement, each Transferor has good and valid title to each of the Transferred Assets; owns the Transferred Assets free and clear of all liens; and will, upon the Closing, convey good and valid title to the Transferred Assets being acquired at the Closing to Transferee free and clear of any and all liens other than Permitted Encumbrances, as defined below. All of the Transferred Assets being acquired by Transferee on the Closing Date, whether owned or leased, are currently in the possession and control of Transferors.

(b) Except as noted elsewhere in this Agreement, the Transferred Assets, together with the Excluded Assets specifically listed, include all rights, properties, interests in properties and assets necessary in connection with the operation of the Greenville Ministry by Transferors.

3.10 No Leased Real Property. There are no real property leases to which either Transferor is a party. Transferors acknowledge that Transferee has entered into a contract to acquire certain real property and improvements located at 1 Calaverdi Court, Simpsonville, South Carolina, and Transferors disclaim any responsibility, liability or representations or warranties regarding the same.

3.11 Contracts and Commitments. Set forth in **Schedule 3.11** is list of all licenses, contracts, agreements, commitments, instruments and understandings (whether written or oral) related to the Greenville Ministry (the "Transferor Agreements"), including, without limitation, Assumed Contracts and contracts that are included among the Assumed Liabilities other than agreements which may be terminated on not more than thirty (30) days' notice without penalty or cost. The Parties agree and acknowledge that the Transferor Agreements listed in **Schedule 3.11** is not a complete and comprehensive list. All of the Transferor Agreements are valid and effective against Transferor in accordance with their terms, and to Transferor's knowledge, there is not under any of such Transferor Agreements any existing or claimed breach or other default by Transferor or event which, with the notice or lapse of time, or both, would constitute a breach or other default by Transferor. The continuation, validity and effectiveness of Transferor Agreements will not be affected by this Agreement, and to Transferor's knowledge, this Agreement will not result in a breach of, or default under any of Transferor Agreements. Subject to Section 2.1(f), Transferor agrees to cooperate and assist Transferee in providing notice or obtaining consent from the other party to the extent that any Transferor Agreement requires consent or notice to the other party before the said acquisition by Transferee can be implemented. There is no actual or, to the knowledge of either Transferor, threatened termination, cancellation or limitation of any of Transferor Agreements. To the knowledge of each Transferor, there is no pending or threatened bankruptcy, insolvency or similar proceeding with respect to any other party to any of Transferor Agreements.

3.12 Insurance Policies. Transferors have maintained in full force and effect general and professional liability insurance coverage for all periods of its operation of the Greenville Ministry. Likewise, Transferors have consistently maintained in full force and effect building and personal property policies on the Transferred Assets in amounts sufficient to cover the full replacement value thereof. All general liability and property insurance policies covering all periods prior to Closing have provided coverage on an "occurrence" basis. All professional liability insurance coverage for all periods prior to Closing has provided coverage on a "claims made" basis. All potential claims and other reportable incidents against or of each Transferor have been properly noticed to each insurance carrier in accordance with the notice provisions of each policy providing potential coverage. A list of all claims currently pending under any insurance policy currently or previously maintained by any Transferor is included in **Schedule 3.12(a)**. All policies of insurance under which any Transferor currently has coverage, including without limitation as a named "additional insured" under any policy maintained by a third party, are listed in **Schedule 3.12(b)**. To Transferors' knowledge, Transferors are not now in default regarding the provisions of any such insurance, including, without limitation, failure to make timely payment of all premiums due thereon, and they have not failed to file any notice or present any claim thereunder in due and timely fashion. With respect to the Greenville Ministry, within the last five (5) years, no Transferor has received any notification from any insurance carrier denying or disputing a claim made on any policies, denying or disputing any coverage of any claim, denying or disputing the amount of any claim, or regarding the possible cancellation or material limitation of any policies. Transferee shall be responsible for the placement and payment of premiums due on account of commercially reasonable and prudent property insurance on all of the Transferred Assets (specifically to include coverages required by the Real Property Leases and Automobile Leases) as of and after the Closing Date. Likewise, Transferee shall be responsible for the placement and premiums due on account of commercially reasonable and prudent general liability and professional liability insurance on account of its operations of the Greenville Ministry on and after the Closing Date. The Real Property Leases and the Automobile Leases shall dictate the designation of Transferor and Ronald W. Carpenter, Jr. as additional insureds in respect of insurance coverages on property in which Transferor has an insurable interest and general liability insurance intended to isolate Transferors from claims arising from Transferee's operation of the Greenville Ministry on and after the Closing Date. Transferee shall be responsible for demonstrating the existence and sufficiency of insurance as required and specified in the Real Property Leases and the Automobile Leases and to the extent required by any institutional lender and otherwise at the reasonable request of Transferor, Transferee shall supply requisite certificates naming such lenders as mortgagee or loss payee, as applicable.

3.13 Employee Benefit Matters. The employee benefit plans and agreements listed in **Schedule 3.13** (the "Transferred Plans") and all funding obligations and continued administration thereof shall be assumed by Transferee, as such plans will follow the bulk of currently covered individuals, who are Transferred Employees. Transferee shall not be responsible in respect of any employment benefits in connection with Retained Employees.

#### 3.14 Taxes.

(a) Except for certain sales taxes coming due on account of the conveyance of the Transferred Assets, for which Transferee shall be solely responsible, to Transferor's knowledge, there does not exist any liability for Taxes which may be asserted by any taxing

authority against any Transferor, Transferee or any of the Transferred Assets, and to Transferor's knowledge, no lien or other encumbrance for Taxes will attach to any of the Transferred Assets or other assets of the Transferee. To Transferor's knowledge, all federal, state and local tax returns and tax reports required to be filed prior to the date hereof with respect to each Transferor have been filed (other than returns for which extensions to file have been obtained) with the appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed, all of which are true, correct and complete, and all amounts shown as owing thereon have been paid.

(b) To Transferor's knowledge, each Transferor has withheld from each payment made to each of the employees of the Greenville Ministry the amount of all Taxes required to be withheld therefrom, and each Transferor has paid the same to the proper tax depositories or collecting authorities.

### 3.15 Licenses and Permits.

(a) Each Transferor is the holder of, or will have obtained by the Closing, all valid licenses and other rights, permits and authorizations required by law, ordinance, regulation or ruling of any Governmental Entity of any kind or nature necessary to operate the Greenville Ministry and perform the services provided by each of them (the "Licenses").

(b) No violation, default, order or deficiency exists with respect to any of the Licenses held by any Transferor. No Transferor, or to Transferors' knowledge, any professional employee has received any notice of any action pending or recommended by any federal, state or foreign agencies having jurisdiction over the Licenses to revoke, withdraw or suspend any such License. To the knowledge of Transferors, no event has occurred which, with the giving of notice, the passage of time, or both, would constitute grounds for a material violation, order or deficiency with respect to any such License or to revoke, withdraw or suspend any such License.

3.16 Bulk Sales Act. The transactions contemplated by this Agreement do not trigger the provisions of any bulk sales act or equivalent statutory scheme under the laws of any state or foreign country in which any Transferor is organized or qualified to do business.

3.17 Absence of Changes. Since December 31, 2017, each Transferor has conducted the Greenville Ministry only in the ordinary course and has not suffered any material adverse change in its working capital, prospects, condition (financial or otherwise), assets, liabilities, reserves, business or operations.

### 3.18 Environmental Matters.

(a) To Transferor's knowledge, each Transferor is, and at all times has been, in full material compliance with, and has not been and is not in violation of or liable under, any Environmental Law. No Transferor has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held to be responsible, received any actual or threatened order, notice or other communication from any Governmental Entity or private citizen acting in the public interest any actual or potential violation or failure to comply with any

Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Greenville Campus.

(b) There are no pending or, to the knowledge of each Transferor, no threatened claims, encumbrances, or other restrictions of any nature resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to the Greenville Campus.

(c) No Transferor has any knowledge of or any basis to expect, nor has any of them, or any other person for whose conduct they are or may be held responsible, received, any citation, directive, inquiry, notice, order, summons, warning or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Greenville Campus.

(d) To Transferor's knowledge, no Transferor nor any other person for whose conduct it is or may be held responsible has any Environmental, Health and Safety Liabilities with respect to the Greenville Campus.

(e) To Transferor's knowledge, there are no Hazardous Materials present on or in the Environment at the Greenville Campus including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Greenville Campus, or incorporated into any structure therein or thereon. Neither Transferor nor any person for whose conduct it is or may be held responsible, or to the knowledge of each Transferor, any other person, has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Greenville Campus except in full compliance with all applicable Environmental Laws.

(f) There has been no Release or threat of Release, of any Hazardous Materials at or from the Greenville Campus, whether by Transferor or any other Person.

(g) Transferors have delivered to Transferee true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Transferor pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Greenville Campus.

### 3.19 Intellectual Property Rights.

(a) Transferor owns the Computer Software Licenses, and Transferor agrees to cooperate with and assist Transferee in securing an assignment or transfer of Transferor's rights for the Computer Software Licenses held by any Transferor that are capable of being transferred to Transferee. Transferee shall be responsible for preparing any notices required to accomplish such transfer or assignment, and any fees, increased maintenance costs or other transfer fees (whether direct or indirect) which are required to be paid in connection with the transfer of the Software Licenses by either Transferor to Transferee shall be paid by Transferee.

(b) To the knowledge of Transferors, no Transferor has (i) interfered with, infringed upon, misappropriated or otherwise violated any material intellectual property rights of third parties, or (ii) received any written notice with respect to any actual or alleged interference, infringement, misappropriation or violation by any Transferor of a third party's intellectual property rights. To the knowledge of Transferors, no third party has interfered with, infringed upon, misappropriated or otherwise violated any intellectual property rights of any Transferor.

(c) Transferors own the Retained Marks. Transferors and Transferee agree that ownership of all intellectual property of Transferor, including the Retained Marks and Licensed Marks will remain the sole property of the respective Transferor and shall not be included in the Transferred Assets. To the extent that Transferors desire to remove and re-use any signage, panels, fixtures or personal property bearing or displaying the Retained Marks, the cost of such removal shall be borne by Transferors; otherwise, any such marks shall be removed and disposed at Transferee's expense.

3.20 Transactions with Interested Persons. The Transactions evidenced by this Agreement are: (a) the result of arms' length negotiations among the parties hereto, and (b) made on commercially reasonable terms.

3.21 Statements True and Correct. No representation or warranty made by any Transferor in this Agreement or in any written statement, certificate or instrument to be furnished to Transferee by any Transferor in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make these statements contained herein and therein not misleading.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF THE TRANSFEE

Transferee hereby represents and warrants to each Transferor as follows:

4.1 Organization, Authority and Capacity. Transferee is a duly organized and validly existing nonprofit religious corporation in good standing under the laws of the State of South Carolina. Transferee has the full power and authority necessary to (i) execute, deliver and perform its obligations under this Agreement and (ii) carry on its business as it has been and is now being conducted and to own and lease the properties and assets which it now owns or leases. Transferee is duly qualified to do business and is in good standing in each jurisdiction in which a failure to be so qualified or in good standing would have a material adverse effect on its ability to perform its obligations under this Agreement.

4.2 Authorization and Validity. The execution, delivery and performance of the terms of this Agreement have been duly authorized by all necessary action by the Transferee. This Agreement has been or will be, as the case may be, duly executed and delivered by Transferee and constitutes or will constitute the legal, valid and binding obligations of the Transferee, enforceable in accordance with their respective terms, except as may be limited by bankruptcy,

insolvency, or other laws affecting creditors' rights generally, or as may be modified by a court of equity.

4.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance by Transferee of the terms of this Agreement: (i) does not require the consent of or notice to any governmental or regulatory authority or any other third party, or if such consent or notice is required, it has or will have obtained or provided the same by the Closing; (ii) will not conflict with any provision of Transferee's corporate documents; (iii) will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Transferee is subject or by which Transferee or any of its assets or properties are bound; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Transferee is a party or by which Transferee or any of its properties are bound.

4.4 Authorizing Resolution. A true and correct copy of Transferee's authorizing resolution, appointing and designating a signatory for the documents contemplated by this Agreement, including without limitation the Real Property Leases and the Automobile Lease, has been provided to Transferors.

4.5 Litigation and Claims. Transferee represents (i) there are no claims, lawsuits, actions, arbitrations, or administrative or other proceedings pending or to its knowledge threatened against Transferee; (ii) there are no governmental or administrative investigations or inquiries pending that relate to the Transferee; and (iii) there are no judgments against or consent decrees binding on the Transferee.

4.6 No Violation of Law.

(a) To the best of Transferee's knowledge, Transferee has not been or is not currently in violation of any applicable local, state or federal law, order, ordinance, regulation, injunction or decree, or any other requirement of any governmental body, agency or regulatory authority or court binding on it.

(b) To the best of Transferee's knowledge, Transferee is not currently subject to any fine, penalty, liability or disability as the result of a failure to comply with any requirement of federal, state or local law, and Transferee has not received any notice of such noncompliance.

4.7 Statements True and Correct. No representation or warranty made by Transferee in this Agreement or in any written statement, certificate or instrument to be furnished to any Transferor by Transferee in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make these statements contained herein and therein not misleading.

## ARTICLE V

COVENANTS OF TRANSFERORS

Each Transferor hereby covenants and agrees with Transferee as follows:

5.1 Conduct of Greenville Ministry. Between the date of this Agreement and the Closing, Transferors shall do or refrain from doing, as may be applicable, the following unless Transferee shall otherwise consent in writing:

(a) conduct the Greenville Ministry only in the ordinary course of business and refrain from changing or introducing, in any material respect, any method of management or operations except in the ordinary course of business and consistent with prior practices;

(b) refrain from selling or purchasing any assets related to the Greenville Ministry other than in the ordinary course of business.

(c) refrain from purchasing any capital asset costing more than \$50,000 and from mortgaging, pledging, subjecting to a lien, or otherwise encumbering any of the Transferred Assets;

(d) refrain from incurring any contingent liability as a guarantor or otherwise with respect to the obligations of others related to the Greenville Ministry, and from incurring any other contingent or fixed liabilities related to the Greenville Ministry except those that are usual and normal in the ordinary course of business;

(e) maintain the Transferred Assets in good working condition and repair (subject to ordinary wear and tear or defects existing before this Agreement is executed) consistent with the historic practices of Transferors;

(f) refrain from entering into any employment contract (other than as may be contemplated by this Agreement) or making any change in the compensation payable or to become payable to any of its employees or agents related to the Greenville Ministry;

(g) refrain from instituting, terminating, changing or making any representations, either oral or written, to increase or change any employee benefit plan of any Transferor;

(h) withhold or remit all employment taxes with respect to all of Transferors' employees as required by applicable laws;

(i) refrain from entering into any contract, agreement, commitment, or understanding (whether written or oral) outside the ordinary course of business;

(j) refrain from making any change in accounting methods or practices;

(k) use commercially reasonable efforts to keep the Greenville Ministry intact, to keep available its present employees and agents, and to preserve the goodwill of all relationships and others having business relations with any Transferor;

(l) have in effect and maintain at all times all insurance of the kind and in the amount set forth in **Schedule 3.12(b)** (following Closing, insurance shall be maintained in accordance with the terms of the Real Property Leases, the Automobile Leases and this Agreement);

(m) permit Transferee and its authorized representatives to have reasonable access during normal business hours to all records, tax returns, contracts and documents, which are reasonably necessary to complete Transferee's due diligence, preparation for Closing the Transaction and ultimate acquisition of the Transferred Assets. Likewise, Transferors shall furnish to Transferee or its authorized representatives such financial and other information with respect to the Greenville Ministry or the Transferred Assets as Transferee may from time to time reasonably request; and

(n) Refrain from agreeing to do anything which would cause it to violate any of the preceding clauses (a) through (m).

5.2 Authorization from Others. Prior to the Closing, Transferors will have used commercially reasonable efforts to obtain all authorizations, consents, and permits of others necessary to comply with the terms and conditions of this Agreement and to consummate the Transaction contemplated by this Agreement.

5.3 Breach of Representations and Warranties. Between the date of this Agreement and the Closing, promptly upon the occurrence of, or promptly upon a Transferor becoming aware of the imminent or threatened occurrence of, any event which would cause or constitute a breach, or would have caused or constituted a breach had such event occurred or been known to any Transferor prior to the date hereof, of any of the representations and warranties of Transferors contained in or referred to in this Agreement, Transferor shall give detailed written notice thereof to the Transferee, and shall use commercially reasonable efforts to prevent or promptly remedy the same.

5.4 Consummation of Agreement. Between the date of this Agreement and the Closing, Transferors shall use commercially reasonable efforts to perform and fulfill all conditions and obligations on their part to be performed and fulfilled under this Agreement, such that that the transactions contemplated by this Agreement shall be fully carried out.

5.5 Exclusivity. Between the date of this Agreement and the Closing, no Transferor shall, directly or indirectly, (a) encourage, solicit, initiate, engage, or participate in discussions or negotiations with any person or entity (other than the Transferee) concerning any sale or partial sale of the Greenville Ministry, or (b) provide any information concerning the Greenville Ministry or Transferee to any person or entity (other than Transferee and its representatives) that an ordinary person exercising prudence and reasonable business judgment would consider to be confidential to the parties as it relates to the Transaction except to the extent that disclosure may be required by law in which case the Transferor will give the Transferee prior written notice. For

the avoidance of doubt, this does not restrict the parties' ability to discuss the said transition in any public forum or setting in general terms so long as they do not divulge or reveal what would be considered information that is confidential to the parties.

## ARTICLE VI

### COVENANTS OF THE TRANSFeree

Transferee hereby covenants and agrees with Transferors as follows:

6.1 Authorization from Others. Transferee will, prior to the Closing, obtain all authorizations, consents and permits of others required for the consummation by Transferee of the Transaction contemplated by this Agreement.

6.2 Breach of Representations and Warranties. Between the date of this Agreement and the Closing, promptly upon the occurrence of, or promptly upon Transferee becoming aware of the imminent or threatened occurrence of, any event which would cause or constitute a breach, or would have caused or constituted a breach had such event occurred or been known to Transferee prior to the date hereof, of any of the representations and warranties of Transferee contained in or referred to in this Agreement, Transferee shall give detailed written notice thereof to Transferor and shall use commercially reasonable efforts to prevent or promptly remedy the same.

6.3 Consummation of Agreement. Between the date of this Agreement and the Closing, Transferee shall use commercially reasonable efforts to perform and fulfill all conditions and obligations on its part to be performed or fulfilled under this Agreement, such that that the Transaction contemplated by this Agreement shall be fully carried out.

## ARTICLE VII

### CONDITIONS TO OBLIGATIONS OF THE TRANSFeree

The obligation of Transferee to consummate this Agreement is subject to the satisfaction or waiver, at or prior to the Closing Date, of each of the following conditions:

7.1 Performance; Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by any Transferor at or prior to the Closing Date (unless expressly applicable to the Closing Date) shall have been materially complied with and duly performed.

7.2 Representations and Warranties True. The representations and warranties of Transferors contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and Transferee shall have received at the Closing a certificate to that effect, dated the Closing Date and executed by Transferors.

7.3 Consents. Transferee and Transferors shall have received, or Transferee shall have satisfied itself that they will receive, all required consents of other parties to mortgages, notes,

leases, agreements, and the Licenses for the transactions contemplated hereby, in each case in form and substance satisfactory to the Transferee, and no such consent or License shall have been withdrawn or suspended. As for any deferred consents, Transferee acknowledges that institutional lenders ultimately have the discretion pursuant to their respective loan agreements or instruments to accelerate debt and to pursue other contractual remedies. The parties shall cooperate in pursuit of any such deferred consents, but any costs associated with obtaining such consents (by way of loan modification) or on account of avoiding such lender remedies (including refinance, if or as required) shall be the sole responsibility of Transferee.

7.4 No Litigation; No Violation of Orders. There shall have been no litigation or other proceeding commenced or threatened by any person or entity with respect to the transactions contemplated by this Agreement or otherwise affecting or concerning the business operations or financial condition of any Transferor that would have a material adverse impact on the Greenville Ministry. The Transaction shall not violate any order, decree, or judgment of any court or government body having competent jurisdiction, and Transferee shall not have reasonably determined that such transactions have become inadvisable or impractical by reason of any order, decree, or judgment of any court of competent jurisdiction materially restraining or prohibiting the effective operation by Transferee of the Greenville Ministry, after the Closing Date.

7.5 No Material Adverse Change.

(a) There shall have been no material adverse change in or to the business, operations, or financial condition of any Transferor.

(b) There shall have been no material adverse change in or to the prospects for the Greenville Ministry.

7.6 Due Diligence. Transferee shall have satisfied itself in all material respects with the results of its legal, financial, business, risk management, environmental, regulatory compliance, employment and other due diligence concerning Transferors.

7.7 Other Documents and Instruments. Transferee shall have entered into or received such other documents and instruments customary for transactions of this nature or otherwise necessary to vest title in and to the Transferred Assets in the name of Transferee and to otherwise consummate the transactions described herein including without limitation the following:

(a) A Bill of Sale and Assignment executed by each Transferor in form reasonably acceptable to the Transferee; provided, at the reasonable request of Transferee, Transferors shall provide separate Bills of Sale for specific Transferred Assets;

(b) Certificates of title duly executed for transfer to Transferee for those motor vehicles the certificate of title for which does not indicate an unsatisfied lien of a third party;

(c) Each Real Property Lease and Automobile Lease executed by the applicable Transferor in form reasonably acceptable to the Transferee;

(d) An Assignment and Assumption Agreement, for all Assumed Liabilities not otherwise expressly assumed under this Agreement, executed by the applicable Transferor in form reasonably acceptable to the Transferee;

(e) All consents from third parties and governmental authorities, reasonably required for Transferee or the applicable Transferor to consummate the Transaction; and

(f) Such other reasonable and customary documents as Transferee may reasonably request to consummate the Transaction.

7.8 Commercially Reasonable Efforts. Transferee shall utilize its commercially reasonable efforts to ensure that all of its obligations under this Agreement are satisfied prior to Closing.

## ARTICLE VIII

### CONDITIONS TO OBLIGATIONS OF TRANSFERORS

The obligations of Transferors to close the Transaction are subject to the satisfaction or waiver, at or prior to the Closing Date, of each of the following conditions:

8.1 Performance; Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by Transferee at or prior to the Closing Date (unless expressly applicable to the Closing Date) shall have been complied with and duly performed.

8.2 Representations and Warranties True. The representations and warranties of Transferee contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and Transferor shall have received at the Closing a certificate of Transferee to that effect, dated the Closing Date and executed on behalf of the Transferee.

8.3 Consents. Transferors shall have received, or Transferors shall have satisfied itself that it will receive, all required consents of other parties to mortgages, notes, leases, agreements, and the Permits for the transactions contemplated hereby, in each case in form and substance satisfactory to Transferors, and no such consent or License shall have been withdrawn or suspended.

8.4 No Litigation; No Violation of Orders. There shall have been no litigation or other proceeding commenced or threatened by any person or entity with respect to the Transaction that would have a material adverse impact on the Greenville Ministry or otherwise affecting or concerning the business operations or financial condition of the Transferee. The transactions contemplated herein shall not violate any order, decree, or judgment of any court or governmental body having competent jurisdiction, and Transferors shall not have reasonably determined that such Transaction have become inadvisable or impractical by reason of any order, decree, or judgment of any court of competent jurisdiction materially restraining or prohibiting the effective operation by Transferors of the Greenville Ministry, after the Closing Date.

8.5 No Material Adverse Change. There shall have been no material adverse change in or to the business, operations, or financial condition of the Transferee.

8.6 Due Diligence. Transferors shall have satisfied themselves in all material respects with the results of their legal, financial, business, risk management, environmental, regulatory compliance, employment and other due diligence concerning the Transferee.

8.7 Other Documents and Instruments. Transferors shall have entered into or received such other documents and instruments customary for transactions of this nature or otherwise necessary to consummate the Transaction including, without limitation, the following:

(a) Each Real Property Lease and Automobile Lease executed by the Transferee in form reasonably acceptable to Transferors;

(b) An Assignment and Assumption Agreement, for all other Assumed Contracts not otherwise expressly assumed under this Section 8.7, executed by Transferee in form reasonably acceptable to Transferors;

(c) An Assignment and Assumption Agreement in respect of all Assumed Liabilities executed by each Transferor, in form reasonably acceptable to the Transferor; provided, at the reasonable request of Transferor, Transferee shall provide separate Assignment and Assumption Agreements or other equivalent document for specific Assumed Liabilities;

(d) All consents from third parties and governmental authorities, reasonably required for Transferee or Transferor to consummate the Transaction; and

(e) Such other reasonable and customary documents as Transferor may reasonably request to consummate the Transaction.

8.8 Commercially Reasonable Efforts. Transferors shall utilize commercially reasonable efforts to ensure that all of their obligations under this Agreement are satisfied prior to Closing.

## ARTICLE IX

### POST-CLOSING COVENANTS, RIGHTS, AND OBLIGATIONS

9.1 Retained Liabilities. Except to the extent contested in good faith, each Transferor agrees to pay all liabilities not assumed by the Transferee, as and when due. Transferors further covenant and agree, jointly and severally, that for a period of twelve (12) months following the Closing they will not take or fail to take any action other than in the ordinary course of business that is likely to adversely affect Transferee's relationship with any client or any third-party related to the Greenville Ministry.

9.2 Confidentiality, Public Announcements. The transition of the Greenville Ministry to the Relentless brand is a matter that has been publicly announced and has generated a significant amount of public interest. Except as necessary to comply with the terms of this Agreement, each party hereto agrees not to issue any press release or other general public

announcement (including in any trade journal or other publication) providing information that an ordinary person exercising prudence and reasonable business judgment would consider to be confidential to the parties as it relates to the Transaction, in either case, without the prior written consent of each of the parties hereto, except to the extent that disclosure may be required by law, in which case the party required to make such disclosure will give the other party prior written notice. For the avoidance of doubt, this section does not restrict the parties' ability to discuss the said transition in any public forum or setting in general terms so long as they do not divulge or reveal what would be considered information that is confidential to the parties.

9.3 Transfer Taxes. Transferee shall pay in a timely manner all taxes resulting from or payable in connection with acquisition of the Transferred Assets pursuant to this Agreement, regardless of the person on whom such Taxes are imposed by applicable law. Additionally, because such transfer taxes, including but not limited to, sales and use taxes or deed stamps are hereby expressly undertaken and assumed by Transferee, Transferee expressly releases Transferors therefrom; provided, however, Transferee shall have no obligation to pay any tax imposed on income or any business license, franchise, or similar taxes imposed on Transferors.

9.4 Access to Information. At all times following the Closing, subject to document retention programs and all professional obligations of the various state boards of accountancy and Circular 230, and upon reasonable notice and during normal business hours, each party will afford the officers and authorized representatives of the other parties reasonable access to those of such party's books and records that are retained by such party as the other parties may from time to time reasonably request.

9.5 Email. At the reasonable request of Transferee, and for the duration of six (6) months after Closing, Transferors will cause an automatic response to be sent to the sender for all emails sent to any Transferred Employees identifying alternate/replacement email addresses as may be designated by Transferee.

## ARTICLE X

### INDEMNIFICATION

#### 10.1 Indemnification by Transferors.

(a) Subject to Section 10.1(c), each Transferor hereby agrees, jointly and severally, to indemnify, defend and hold harmless Transferee and its officers, managers, agents and affiliates ("Transferee Indemnified Parties"), from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, "Losses"), suffered or incurred by any such party by reason of or arising out of any of the following:

(i) the Retained Liabilities and without limiting the foregoing any litigation set forth in **Schedule 3.7**;

(ii) the failure of any material representation or warranty of Transferors contained herein to be true and correct when made or deemed made or the breach by Transferors of any warranty contained herein;

(iii) the breach of any covenant or agreement of any Transferor contained in this Agreement;

(iv) any liabilities or claims based on action, act or omission of any Transferor or any constituent officer or director occurring before or arising before the Closing regardless of the basis of any such liability or claim and regardless of whether grounded in tort, breach of contract, or strict liability; and

(v) any liabilities or claims against Transferee Indemnified Parties based on any activities of any Transferor in winding up its corporate affairs or otherwise conducting an active business after Closing.

(b) No claim for indemnification with respect to any alleged misrepresentation or breach of any representation or warranty may be made after the third anniversary of the Closing Date; provided, however, that the right to indemnification shall extend beyond such period with respect to any specific claim for indemnification for which written notice was given to any Transferor during such period but shall expire on the expiration of the applicable statutes of limitations unless an action has been brought with respect thereto.

(c) No claim or obligation of indemnity shall extend to Losses that result from, in whole or in part, the negligence, unlawful or wrongful acts of the Transferee Indemnified Parties.

#### 10.2 Indemnification by the Transferee.

(a) Subject to Section 10.2(c), Transferee shall indemnify, defend and hold harmless Transferors, and officers, directors, agents and affiliates (the "Transferor Indemnified Parties"), at all times after the date of this Agreement from and against any and all Losses suffered or incurred by any such party by reason of, or arising out of any of the following:

(i) Transferee's failure to satisfy the obligations assumed under any contract after the Closing, including but not limited to, the Assumed Liabilities;

(ii) the failure of any material representation or warranty of Transferee contained herein to be true and correct when made or deemed made or the breach by Transferee of any warranty contained herein;

(iii) the breach of any covenant or agreement of Transferee contained in this Agreement; and

(iv) any obligation of indemnity set forth in the Real Property Leases or the Automobile Lease.

(b) No claim for indemnification with respect to any alleged misrepresentation or breach of any representation or warranty may be made after the third anniversary of the Closing Date; provided, however, that the right to indemnification shall extend beyond such period with respect to any specific claim for indemnification for which

written notice was given to Transferee during such period but shall expire on the expiration of the applicable statutes of limitations unless an action has been brought with respect thereto.

(c) No claim or obligation of indemnity shall extend to Losses that result from, in whole or in part, the negligence, unlawful or wrongful acts of the Transferor Indemnified Parties.

10.3 Notice and Opportunity to Defend. If any party indemnified under this Agreement (an "Indemnified Party") has notice of facts or circumstances that could reasonably result in a claim for indemnification under this Article X, then such Indemnified Party shall promptly after receiving notice thereof give the party from which indemnification may be sought (the "Indemnifying Party") prompt written notice of any such claim. In the event the Indemnified Party unreasonably delays in giving such prompt written notice, the Indemnifying Party shall be excused from its indemnification obligations hereunder to the extent such delay prejudices the Indemnifying Party. No Indemnified Party shall be subject to any liability for a delay in the delivery of such notice to the extent such delay does not compromise or prejudice any right of the Indemnifying Party. If the Indemnifying Party assumes the defense of a claim, the Indemnified Parties may, by counsel of their choice, participate in such defense at their own expense. The Indemnified Parties shall furnish to the Indemnifying Party, in reasonable detail, such information as the Indemnified Parties may have with respect to such claim, including all records and similar materials that are reasonably required in the defense of such claim. If, within sixty (60) days after notice of any such claim, the Indemnifying Party has not notified the Indemnified Parties of its intention to defend the claim, then each Indemnified Party, which has reasonably and promptly cooperated with the Indemnifying Party in obtaining and delivering information reasonably related to the claim (excluding privileged information) which is in the possession or control of the Indemnified Party, will (without further notice to the Indemnifying Party) have the right to undertake the defense of such claim, and the Indemnifying Party shall nonetheless bear the losses, damages, and reasonable costs and expenses of the Indemnified Party. During the sixty (60) day period between the date on which the Indemnifying Party receives notice of a claim and the date on which the Indemnifying Party must elect to defend the claim, the Indemnified Party may take reasonable actions to obtain an extension of any deadline for filing an answer or response to the claim. Under such circumstances, the Indemnifying Party may elect to participate in (but not control) such proceedings, negotiations or defense at any time at its own expense. No Indemnified Party may settle any such claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed. No Indemnifying Party shall settle any claim it is defending under this Section 10.3 without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed, unless the settlement provides for (i) no relief other than monetary damages against which the Indemnified Parties are fully indemnified, (ii) no admission of liability or wrongdoing on the part of the Indemnified Party, (iii) no extension of any statute of limitations applicable to an Indemnified Party, and (iv) an unconditional release of the Indemnified Parties.

10.4 Limitations on Indemnification. No Indemnifying Party shall be required to indemnify the Indemnified Party unless the amount of the losses, damages, liabilities, costs, or expenses for which indemnification is sought, when aggregated with all other losses, damages, liabilities, costs and expenses for which indemnification is sought by the Indemnified Party, is more than Twenty-Five Thousand Dollars (\$25,000) ("Minimum Aggregate Liability Amount"),

at which time rights to indemnification for losses and claims may be asserted for all Losses in excess of the Minimum Aggregate Liability Amount and only any amounts in excess thereof. The maximum monetary liability of Transferors related to all Losses under Section 10.1(a)(i) and (ii) shall be limited to the greater of: (i) One and a half Million Dollars (\$1,500,000.00) or (ii) any payout up to Two Million Dollars (\$2,000,000.00) received by Transferor under its general liability insurance policy limited related to all Losses under this Section 10 (the "Cap"). For the avoidance of all doubt, the limitation of Minimum Aggregate Liability Amount does not apply in indemnification claims related to damages, liabilities, costs or expenses arising out of or resulting from Retained Liabilities, Assumed Liabilities, or obligations assumed under the Lease.

10.5 Survival. The representations and warranties of the parties contained in this Agreement or in any document or instrument delivered in connection therewith shall survive the Closing, subject to the time limits on claims as provided in Sections 10.1(b) and 10.2(b), and shall not be extinguished thereby notwithstanding any investigation or other examination by any party.

## ARTICLE XI

### TERMINATION OF AGREEMENT

11.1 Termination. The parties have agreed that this Agreement shall not be terminated except in accordance with the provisions of this Article XI, all strictly construed against the party seeking such termination. This Agreement may be terminated any time prior to the Closing by mutual consent of the parties. In addition, this Agreement may be terminated by either Transferee or Transferors if, without fault of such terminating party, the Closing shall not have occurred on or before May 31, 2018 or such other date that may be mutually agreed upon by the parties.

11.2 Termination by Transferee upon Breach by a Transferor. This Agreement may be terminated by Transferee if (a) at any time prior to the Closing there exists a breach or breaches of any material representation, warranty or covenant of any Transferor contained in this Agreement in any material respect such that the Closing conditions set forth in Article VII would not be satisfied, or (b) the conditions stated in Article VII have not been satisfied at or prior to the Closing; provided, however, that if such failure, breach or breaches are capable of being cured prior to the Closing, this Agreement may only be terminated if such failure, breach or breaches have not been cured by the later of (i) fifteen (15) days of delivery to Transferors of written notice of such failure, breach or breaches or (ii) June 15, 2018.

11.3 Termination by Transferors upon Breach by the Transferee. This Agreement may be terminated by Transferors if (a) at any time prior to the Closing, there exists a breach or breaches of any material representation, warranty or covenant of Transferee contained in this Agreement in any material respect such that the Closing conditions set forth in Article VIII would not be satisfied, or (b) the conditions stated in Article VIII have not been satisfied at or prior to the Closing; provided however, that if such failure, breach or breaches are capable of being cured prior to the Closing, this Agreement may only be terminated if such failure, breach or breaches have not been cured by the later of (i) fifteen (15) days of delivery to Transferee of written notice of such failure, breach or breaches or (ii) June 15, 2018.

11.4 Procedure for Termination. In the event of termination by Transferee or Transferors pursuant to this Article XI, written notice thereof shall forthwith be given to the other.

11.5 Effect of Termination. In the event of termination of this Agreement pursuant to this Article XI, all obligations of the parties hereunder shall terminate; provided however, that if this Agreement is terminated as a result of the breach by one of the parties hereto, such breaching party will remain liable for any damages caused thereby.

11.6 Right to Proceed. Notwithstanding anything in this Agreement to the contrary, if any of the conditions specified in Article VII hereof have not been satisfied, Transferee shall have the right to proceed with the Transaction without waiving its rights hereunder, and if any of the conditions specified in Article VIII hereof have not been satisfied, Transferor shall have the right to proceed with the Transaction without waiving their rights hereunder.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

#### 12.1 Notices.

(a) Any notice sent in accordance with the provisions under this Agreement shall be deemed to have been received on the date which is two (2) business days after the date of proper posting, if sent by certified U.S. mail or by Express U.S. mail or recognized overnight courier, addressed as follows:

If to the Transferee:

**The Relentless Church**  
635 Haywood Road  
Greenville, SC 29607  
Attention: Travis Hayes

[travis@OurRelentlessChurch.com](mailto:travis@OurRelentlessChurch.com)

Copy to Counsel:

**Smith Moore Leatherwood LLP**  
P.O. Box 87  
Greenville, SC 29602-0087  
Attention: William B. Swent

[William.swent@smithmoorelaw.com](mailto:William.swent@smithmoorelaw.com)

If to Transferors:

**Redemption**  
175 Nortech Parkway  
San Jose, California 95134  
Attn: Greg Smith

[gsmith@myredemption.cc](mailto:gsmith@myredemption.cc)

Copy to Counsel:

**Asiatico & Associates, PLLC**  
5850 Granite Parkway, Suite 900

Plano Texas 75024  
Attention: Brooke Asiatico

brooke@baalegal.com

(b) Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 12.1.

12.2 Expenses. Each of the parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder. Additionally, and for the avoidance of all doubt, Transferee will solely bear and pay all costs and expenses incurred by or on its behalf by Smith Moore Leatherwood LLP, including any attorneys' fees or costs incurred in drafting this Agreement and related schedules and other documents necessary to carry out the terms of the Agreement. Likewise, Transferors will solely bear and pay all costs and expenses incurred by or on its behalf by Asiatico & Associates, PLLC, including any attorneys' fees or costs incurred in drafting this Agreement and related schedules and other documents necessary to carry out the terms of the Agreement.

12.3 Further Assurances. Each party covenants that at any time, and from time to time, after the Closing, it will execute such additional instruments and take such actions as may be reasonably requested by the other parties to consummate the Transaction or perfect or otherwise to carry out the intent and purposes of this Agreement.

12.4 Waiver. Any failure on the part of any party to comply with any of its obligations, agreements or conditions hereunder may be waived by any other party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

12.5 Assignment. This Agreement shall not be assignable by any of the parties hereto without the written consent of all other parties, provided that immediately prior to Closing, Transferee may assign its rights with respect to one or more Transferors to a subsidiary formed for the purpose of operating the business of such Transferor post-Closing.

12.6 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted, or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, or other similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Party, be excused from such performance during such prevention, restriction, or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

12.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. Any subsequent assignee or transferee of the business from Transferee shall be required to assume all of Transferee's obligations hereunder in connection with any

assignment or transfer of the business by the Transferee. This Agreement shall survive the Closing and not be merged therein.

12.8 Headings. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement.

12.9 Severability. The provisions of this Agreement are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

12.10 Entire Agreement. All Schedules attached to this Agreement are by reference made a part hereof. This Agreement and the Schedules, certificates and other documents delivered pursuant hereto or incorporated herein by reference, contain and constitute the entire agreement among the parties, and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the parties, relating to the transactions contemplated by this Agreement. This Agreement and any provision hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles thereof.

12.12 Dispute Resolution. Any controversy, claim, or dispute arising from or related to this Agreement except in respect of the injunctive relief described in Section 2.2(g) shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

12.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and may be used in lieu of the original signed Agreement for all purposes.

12.14 Superseding Effect. Execution of this Agreement by Transferors and Transferee shall constitute termination and replacement of that certain Transition Agreement dated December 9, 2017, by and among John W. Gray III, Pastor Ronald W. Carpenter, Jr., Redemption, and The Imagine Center.

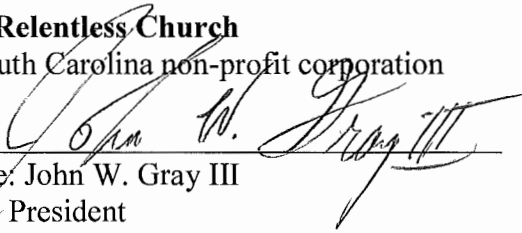
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SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf and its corporate seal to be hereunto affixed and attested by officers thereunto as of the day and year first above written.

TRANSFeree:

**The Relentless Church**

A South Carolina non-profit corporation

By: 

Name: John W. Gray III

Title: President

Date: 5/14/2018

TRANSFERORS:

**Redemption**

A South Carolina non-profit corporation

By: \_\_\_\_\_

Name: Ronald W. Carpenter, Jr.

Title: President

Date: \_\_\_\_\_

**The Imagine Center**

A South Carolina non-profit corporation

By: \_\_\_\_\_

Name: Ronald W. Carpenter, Jr.

Title: President

Date: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf and its corporate seal to be hereunto affixed and attested by officers thereunto as of the day and year first above written.

TRANSFeree:

**The Relentless Church**

A South Carolina non-profit corporation

By: \_\_\_\_\_

Name: John W. Gray III

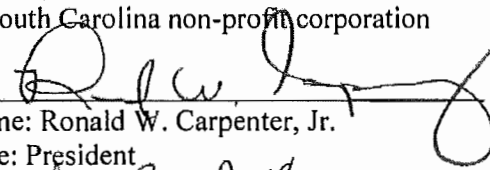
Title: President

Date: \_\_\_\_\_

TRANSFERORS:

**Redemption**

A South Carolina non-profit corporation

By:  \_\_\_\_\_

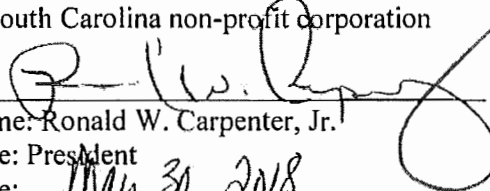
Name: Ronald W. Carpenter, Jr.

Title: President

Date: May 30, 2018

**The Imagine Center**

A South Carolina non-profit corporation

By:  \_\_\_\_\_

Name: Ronald W. Carpenter, Jr.

Title: President

Date: May 30, 2018

# EXHIBIT B

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

**LEASE AGREEMENT**

This LEASE AGREEMENT (this "Lease") is made and entered into this 13th day of May, 2018 (the "Effective Date"), by and between REDEMPTION, a South Carolina non-profit corporation (hereinafter called "Landlord"), and THE RELENTLESS CHURCH, a South Carolina non-profit corporation (hereinafter called "Tenant").

1. **PREMISES and DEMISE THEREOF:** Landlord, for and in consideration of rent payable by Tenant and the mutual covenants hereinafter set forth, does hereby demise and lease unto Tenant, and Tenant does hereby rent and hire from Landlord, TO HAVE AND TO HOLD UNTO TENANT all that certain lot or parcel of land located at and having a tax map site address at 80 Byrdland Drive in the County of Greenville, South Carolina, being more particularly described on the attached and incorporated Exhibit A, together with the improvements now currently constructed thereon, or to be constructed thereon (the "Buildings"), and all easements and appurtenances necessary for the use contemplated herein, and rights in adjoining streets for ingress and egress to said property and for provision of sewer, water, gas, power, telephone and other utilities (hereinafter the "Premises" or sometimes the "Leased Premises" or "Demised Premises").

2. **LEASE TERM:** The term of this Lease shall commence as of 12:00 Noontime, May 13, 2018 (the "Commencement Date") and shall end on a date and time coincident with the expiration of or the exercise and performance of the Option (as hereinafter defined, in *Section 28*), whichever occurs first (the "Expiration Date"). The interval from the Commencement Date through the Expiration Date is hereinafter referred to as the "Term".

3. **LEASE YEAR DEFINITION:** For purposes of this Lease, a "Lease Year" shall mean each period of twelve (12), consecutive full calendar months, beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of each calendar year during the Term; provided, however, the first Lease Year shall not be a full twelve (12) month period, but shall begin on the Commencement Date and end on December 31, 2018, and the last Lease Year of the Term will commence on January 1, of the year in which Option performance occurs and end on the Expiration Date.

4. **HOLDING OVER:** In the event that Tenant remains in possession of the Premises after termination of the Option, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the conditions, provisions and obligations imposed upon Tenant in this Lease.

5. **RENT:**

a) Landlord's Existing Indebtedness. Reference is made to that certain Amended and Restated Promissory Note (the "Promissory Note") by and between Landlord and The International Pentecostal Holiness Church Extension Loan Fund, Inc. ("IPHC ELF"), dated October 30, 2017, a copy of which has

been provided to Tenant. The Promissory Note is secured by that certain Mortgage and Fixture Financing Statement, dated November 14, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Mortgage Book 5010 at Page 778, as amended by that certain First Mortgage Modification Agreement recorded on December 4, 2009, in Mortgage Book 5064 at Page 3822, that certain Second Mortgage Modification Agreement recorded on November 13, 2012, in Mortgage Book 5186 at Page 5958, and that certain Third Mortgage Modification Agreement recorded on October 31, 2017, in Mortgage Book 5412 at Page 2431 (collectively, the "Mortgage"). The terms of repayment by Landlord to IPHC ELF, as set forth in the Promissory Note and the Mortgage, are incorporated herein by reference.

b) Base Rent: In consideration of the Premises and the occupancy rights granted herein, as base rent hereunder and throughout the Term of the Lease, Tenant agrees to assume Landlord's payment obligations under the Promissory Note, the Mortgage and any ancillary and related loan or security instruments held by IPHC ELF (collectively, the "Loan Documents") by making monthly payments of interest and annual payments of principal directly to IPHC ELF as more fully set forth in the Promissory Note (such payment obligations, collectively, the "Base Rent"). The payment and general debt particulars in respect of the Loan Documents are set forth on the attached and incorporated Exhibit B hereto.

c) Payment of Rent. Base Rent shall be payable upon the terms set forth in the Promissory Note and other Loan Documents. Notwithstanding the foregoing, the first monthly payment of Base Rent shall be prorated on a daily basis and payable upon the execution of this Lease to Landlord at the notice address provided herein or as may be designated by Landlord in writing. Base Rent for any partial month during the Term shall be prorated on a daily basis.

## 6. ADDITIONAL PAYMENTS: TAXES, CASUALTY INSURANCE, AND UTILITIES:

a) Additional Payment Obligations. It is the express intention of both Landlord and Tenant that Tenant's payments of Base Rent and other sums in consideration of the occupancy and Option rights granted herein shall relieve Landlord of all debt service and operational cost obligations associated with the Premises, except to the extent specifically excepted or stipulated hereinafter. Accordingly, any sums payable by Tenant under this *Section 6* shall be additional rent and collectible as such (collectively, such payment obligations arising under this *Section 6* being referred to herein as "Additional Rent"). Tenant expressly acknowledges, covenants and agrees that Tenant's obligation to pay Base Rent under *Section 5* above and to pay Additional Rent as set forth in this *Section 6* are independent of any obligation of Landlord under this Lease and that all Rent and Additional Rent (collectively and where no distinction is desired or required, "Rent") are payable to Landlord or its Lender and their successors and assigns,

notwithstanding any claim of default by Landlord as may exist hereunder and without any self-effecting right or privilege of set-off, off-set deduction, abatement, or reduction whatsoever. In other words, Rent is a separate covenant. Additional Rent shall be remitted and prorated in the same fashion as Base Rent.

b) Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes imposed by any governmental authorities having jurisdiction over the Premises (the "Real Estate Taxes") that (i) are assessed against the Premises and (ii) that accrue during the Term, and any other taxes imposed on the Premises in lieu of such Real Estate Taxes during such period. Tenant agrees to pay all Real Estate Taxes for which Tenant is responsible prior to their due date, provided that statements for such taxes and copies of the actual tax bills are received by Tenant so as to permit timely payment. Landlord shall cause the taxing authority to send the bill for the Real Estate Taxes on the Premises to Tenant, and Tenant shall pay the Real Estate Taxes on the Premises directly to the taxing authority. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant's tax obligation prior to the date on which such taxes are due. If the tax statement for the Real Estate Taxes on the Premises is sent to Landlord, Landlord shall forward the statement to Tenant promptly. Tenant shall not be liable for any penalties, surcharges or interest that may be incurred by Landlord or result from Landlord's failure to forward any tax bill to Tenant at least twenty (20) days before the date due. Landlord or Tenant shall, within thirty (30) days after written request from the other, provide satisfactory evidence of such payment. Landlord and Tenant may take the benefit of any law allowing for taxes or assessments to be paid in installments. NOTE, it is acknowledged that both Landlord and Tenant are tax-exempt nonprofit entities. The foregoing provisions allowing for allocation of property taxes is retained in this Lease to cover any failure of the parties or the Premises to qualify for property tax exemptions.

c) Property and Casualty Insurance. During the Term, Tenant shall, at its sole cost and expense, obtain, carry and maintain insurance, in an amount not less than the full insurable replacement value of any and all other buildings and improvements on the Premises, against fire and such other risks as are, from time to time, included in special form causes of loss Building and Personal Property Policy of insurance (or current ISO equivalent). Replacement value shall be set initially based on Landlord's property coverage in existence prior to the Effective Date. Subsequent changes to the insured replacement value of property shall be determined by agreement of Landlord and Tenant, or if the parties are unable to agree, then by an architect, contractor, appraiser, appraisal company or insurance company approved by Landlord and Tenant, provided the method of valuation is approved by the insurance company providing insurance on the Premises. The policies of insurance required hereunder shall be obtained from insurance companies authorized to do business in the State of South Carolina with an A.M. Best rating of A- or greater. Upon Landlord's request, Tenant shall deliver to Landlord certificates of such insurance policies, together with evidence

of the payment of the premiums therefor, prior to the expiration of the policy then in force. Each of such policies shall name Tenant as the first-party insured, Landlord as an additional insured, and any mortgagee of the Premises as mortgagee and/or loss payee as the Loan Documents dictate. Proceeds from property insurance coverage shall be payable to such parties as their respective interests may appear, and shall provide for not less than thirty (30) days written notice to Landlord prior to any cancellation or amendment of such policy.

Reference is made to *Section 14* of this Lease for liability and other insurance required to be carried and maintained by Tenant and Landlord.

d) Utilities. Tenant shall contract in its own name and pay for all gas, heat, electricity, telephone service and any and all other utilities used, wasted or consumed in, on or about the Premises. Tenant shall also pay all water rents and sewer charges or assessments levied or charged against the Premises for and during the continuance of the Term.

**7. USE, SIGNS AND ALTERATIONS:**

a) Use. The Premises shall be used now and in the future for the purpose of operating a gym and fitness center for the benefit of Tenant's membership, congregation and guests, and any ancillary activities associated therewith, and for any other use that Tenant may desire and which is not inconsistent with zoning or other applicable regulations (hereinafter referred to as the "Permitted Purpose(s)"). Tenant agrees not to use the Premises or any part thereof for any disorderly or unlawful purpose and to comply with all governmental laws that affect the Premises.

b) Signs. If permitted by the local municipality and all other covenants or restrictions affecting the Premises, Tenant shall have the right to install on the Premises, at its sole cost and expense, signs conforming to existing restrictions, laws and regulations, suitable for its purposes in connection with the Permitted Purpose. Tenant shall be responsible for permitting, proper maintenance and upkeep of such signs, for the cost and repair of any damage to the Premises occasioned thereby or by the removal thereof, and for the cost of removal of such signs if the Option is not exercised and performed as contemplated herein.

c) Alterations. Tenant shall have the right, subject to the provisions hereinafter, to make such additions, replacements and alterations to the Premises during the Term, as it may deem necessary or advisable. Any and all such additions, replacements and alterations shall be at Tenant's sole cost and expense. All repairs, alterations, replacements and additions to the Premises which may be made or installed by Tenant and which are permanently attached to the Premises as fixtures shall remain on the Premises at the termination of this Lease or the Option. However, if Tenant is not in default under this Lease, Tenant shall have the right to remove upon termination of the Option those fixtures and personal property which have been paid for and are then owned by Tenant. Tenant shall repair and pay for any damage

caused by such removal and, upon request of Landlord, return the Premises to the condition it existed as of the Commencement Date.

d) Compliance With Laws. Any and all alterations, replacements, additions or construction activity undertaken by Tenant (including, but not limited to, the installation of a sign or signs as heretofore permitted) shall be in compliance with all existing restrictions and all building codes, zoning ordinances and other laws, rules or regulations of any governmental authority having jurisdiction over the Premises at the time of the proposed work. Tenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by Tenant.

e) Mechanics' Liens. Tenant hereby agrees to hold Landlord harmless from any mechanics' lien filed against the Premises during the Term. If any mechanics' lien is filed against the Premises, Tenant shall immediately remove the lien from the Premises by a bond or otherwise in accordance with other procedures for removal of mechanics' liens under the laws of the State of South Carolina. The hold harmless agreement set forth above includes Tenant's agreement to promptly reimburse Landlord reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with any analysis, defense or payment made by Landlord on account of any such mechanics' lien.

## 8. QUIET ENJOYMENT:

a) Landlord warrants that it has fee simple title to the Premises and that the Premises shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever with the exception of the Option Memorandum, as more fully set forth in *Section 28*, and the Loan Documents confirmed, or any matters shown on any title commitment obtained by, or disclosed to, Tenant in advance of the Effective Date to which Tenant has not made timely objection, and any other matters to which Tenant has agreed in writing during the Term hereof (collectively, the "Permitted Encumbrances"). For ease of reference, the disclosures and exceptions of the Title Commitment are attached and incorporated as **Exhibit C** hereto.

b) Landlord covenants and agrees that Tenant, upon paying the Rent hereby reserved, and performing and observing the covenants hereof to be kept and performed by Tenant, shall peaceably hold and enjoy the Premises with exclusive control and possession of the Premises for the Term, except as may be otherwise expressly stated herein.

c) Landlord covenants and agrees that during the Term, Landlord shall not execute any encumbrance, easement, contract or similar agreement, or any document modifying any Permitted Encumbrance, or consenting to any modification of same, except as to outright termination of any third-party claims, mortgages, deeds of trust or other financing of the Landlord's interest in the Premises, without the prior written approval of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

9. **MAINTENANCE AND REPAIRS:** Tenant shall, at its sole cost and expense, perform all maintenance, repair and replacement tasks to the Premises; provided, however, prior to exercise and performance of the Option, neither Landlord nor Tenant shall be obligated to make repairs or improvements that would be considered a capital expense (according to Generally Accepted Accounting Principles, "GAAP"). By way of illustration, but not as a limitation at all times throughout the Term, Tenant shall maintain all improvements to the Premises now or hereafter existing therein or thereon in good condition consistent with the standards of maintenance established during Landlord's ownership. Tenant's obligation to maintain and repair shall also specifically include the maintenance, repair or replacement of fixtures and equipment essential to operation and enjoyment of the Premises; the heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; any signs or other equipment installed and used by Tenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Tenant shall make such replacements of any of the foregoing as may become reasonably necessary during the Term. The provisions of this *Section 9* shall not apply in the case of damage or destruction by fire or other casualty, or in the case of eminent domain, in which event the obligations of Tenant shall be controlled by the specific provisions hereof addressing such events. In carrying out its obligations as set forth in this *Section 9*, Tenant agrees to conform to all requirements of law, the regulations of applicable public authorities, and the requirements of insurers. Further, Tenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

10. **DAMAGE OR DESTRUCTION TO THE PREMISES:** In the event the Premises are damaged or destroyed by fire or other casualty or Tenant is ejected from the Premises by a public authority to preserve the public safety, this Lease shall not terminate, nor shall the liability of Tenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this *Section 10*. Further, Tenant shall restore, replace or rebuild the Premises, at Tenant's sole cost and expense, to the same condition as existed prior to the happening of the fire, ejection or other casualty with all reasonable speed. In the event Tenant is required to restore, replace or rebuild as aforesaid, Tenant shall be entitled to the proceeds of casualty insurance (if any) payable by virtue of the event or events causing damage to the Premises.

11. **CONDEMNATION:** In the event that at any time during the Term, the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply. Tenant's right of possession shall terminate as of the date of taking and rent and other charges provided for in this Lease shall be adjusted as of such date. The entire damage award of the condemnation proceedings shall be paid to Landlord but Landlord shall, and hereby does, assign to Tenant out of any award paid to Landlord the following amounts: (i) if Tenant shall have made improvements or alterations in or to the Premises after the Commencement Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures; and (ii) a sum equal to any cost or

loss to which Tenant may be put in removing Tenant's furniture and equipment from the Premises, but only if the condemning authority makes an award for such cost or loss. Additionally, any proceeds payable to Landlord on account of condemnation shall promptly be paid against the loan obligations and according to the terms of the Loan Documents.

**12. ASSIGNMENT OR SUBLETTING:** Tenant shall not assign this Lease, or any interest in this Lease, or sublease all or any part of the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right, without the prior consent of Landlord, to sublease the Premises to an entity under common control with Tenant formed and existing for the sole purpose of assisting Tenant with its sports ministry.

**13. MORTGAGE SUBORDINATION AND TENANT'S RIGHT TO CURE MORTGAGE DEFAULT(S):** It is acknowledged that this Lease is subordinate to the lien of the Mortgage. Further, Tenant agrees to execute, without cost to Landlord, any required stipulation of subordination required by Landlord's mortgagee, conditioned only upon written agreement of the mortgagee not to disturb Tenant's possession of the Premises so long as Tenant is not in default hereunder or so long as the period for remedying any such default shall not have expired. Further still, the parties agree to pursue with all reasonable commercial vigor an attornment agreement between Tenant and Landlord's mortgagee, whereby the parties shall recognize Tenant's Option rights and privileges. Tenant agrees that it may be required to give estoppels or otherwise consent to a collateral assignment of the Rents payable hereunder to Landlord's mortgagee. More generally, Landlord and Tenant shall cooperate in every reasonable fashion to modify the terms and conditions of this Lease and to accommodate the documentary, security, and title requirements of Landlord's mortgagee in conforming to this Lease. Landlord agrees that Tenant shall have the right and the obligation to make all payments of principal and interest under the Loan Documents; provided, however, Landlord may have performance obligations under the Loan Documents, such as submission of financials. Landlord shall remain liable for all such performance obligations not related to maintenance of the Premises or otherwise assumed by, or allocated to, Tenant in this Lease, and Landlord shall indemnify, defend and hold Tenant harmless from any loss, cost or damage suffered on account of Landlord's failure to adhere to this covenant.

**14: INDEMNIFICATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

a) Tenant's Indemnification of Landlord and Pastor Ronald W. Carpenter, Jr. Tenant shall indemnify and hold Landlord and Pastor Ronald W. Carpenter, Jr., individually, (collectively, the "Indemnified Parties") harmless against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Tenant during the Term (including any construction activity on the Premises undertaken by or through Tenant) or by reason of Tenant's general actions, activities or omissions unrelated to the Indemnified Parties and the Premises. In case any action or proceeding may be brought against the Indemnified Parties by reason of Tenant's use or occupancy of the Premises, Tenant, upon notice from the

Indemnified Parties, covenants to resist or defend such action or proceeding through legal counsel reasonably satisfactory to the Indemnified Parties. Indemnification by Tenant hereunder shall not extend to claims arising from the negligent acts or omissions of Landlord, Pastor Ronald W. Carpenter, Jr., or Landlord's employees, agents, invitees or parties acting on behalf of Landlord and any matter against which, and to the extent which, Landlord has been indemnified or insured by and actually receives the benefit of any insurance required to be carried pursuant to this Lease. In avoidance of doubt, the foregoing indemnity shall not negate the subsequent waivers of subrogation and releases. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

b) Landlord's Indemnification of Tenant. Landlord shall indemnify and hold Tenant harmless against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Landlord (including, without limitation, any use and occupancy under reserved license) or by reason of Landlord's general actions, activities or omissions related or unrelated to Tenant and the Premises (to include, without limitation, any costs or losses incurred by Tenant defending any action by Landlord's lenders—except to the extent such lender action relates to Tenant's default under this Lease). In case any action or proceeding may be brought against Tenant by reason of any such claim for which Landlord is liable, Landlord, upon notice from Tenant, covenants to resist or defend such action or proceeding through legal counsel reasonably satisfactory to Tenant. Indemnification by Landlord hereunder shall not extend to claims arising from the negligent acts or omissions of Tenant or Tenant's employees, agents, invitees or parties acting on behalf of Tenant and any matter against which, and to the extent which, Tenant has been indemnified or insured by and actually receives the benefit of any insurance required to be carried pursuant to this Lease. In avoidance of doubt, the foregoing indemnity shall not negate the subsequent waivers of subrogation and releases. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

c) Tenant's Public Liability Insurance and Reiteration of Property Insurance Obligations. As for property insurance, the specifications of Section 6(c) are reiterated here by reference, and it is stipulated that Tenant also shall be responsible for insuring the full replacement value of any personal property of Tenant used, kept or otherwise located upon the Premises. During the Term, Tenant shall, at its sole cost and expense, obtain, carry and maintain public liability insurance against claims for personal injury, death or property damage suffered by others upon, in or about the Premises, including the improvements thereon; or occurring as a result of the maintenance or operation by Tenant of any automobiles, trucks or other vehicles or airplanes or other facilities; or as a result of the use of products sold by Tenant or services rendered by Tenant; or any claims arising out of the business or activities of Tenant or assumed contractually under this Lease in amounts reasonable and customary in context of the Permitted Purposes. In no event shall such insurance have limits less than Two Million and No/100<sup>ths</sup> Dollars (\$2,000,000.00), written as a *combined single limit* per accident or occurrence; Three Million and No/100<sup>ths</sup> Dollars

(\$3,000,000.00) in the aggregate; and a blanket excess liability limit in an amount not less than One Million and No/100<sup>ths</sup> Dollars (\$1,000,000.00). All insurance required to be carried and maintained by Tenant hereunder shall name Landlord and Pastor Ronald W. Carpenter, Jr., individually, as additional insureds, as their interests may appear. The policy(s) of insurance required hereunder shall be obtained from an insurance company(s) authorized to do business in the State of South Carolina with an A.M. Best rating of A- or greater. Tenant shall deliver to Landlord certificate(s) of such insurance policy(s), together with evidence of the payment of the premium(s) therefor, prior to the expiration of the policy then in force. All insurance policy(s) required hereunder shall provide for not less than thirty (30) days written notice to Landlord prior to any cancellation or amendment of such policy(s).

d) Landlord's Public Liability Insurance. During the Term, Landlord shall, at Tenant's sole cost and expense, obtain, carry and maintain public liability insurance against claims for personal injury, death or property damage suffered by others upon, in or about the Premises or other properties and activities maintained by Landlord; or occurring as a result of the maintenance or operation by Landlord of any automobiles, trucks or other vehicles or airplanes or other facilities; or as a result of the use of products sold by Landlord or services rendered by Landlord; or any claims arising out of the business or activities of Landlord or assumed contractually under this Lease in amounts reasonable and customary in context of the Landlord's business or activities. In no event shall such insurance have limits less than Two Million and No/100<sup>ths</sup> Dollars (\$2,000,000.00), written as a *combined single limit* per accident or occurrence; Three Million and No/100<sup>ths</sup> Dollars (\$3,000,000.00) in the aggregate; and a blanket excess liability limit in an amount not less than One Million and No/100<sup>ths</sup> Dollars (\$1,000,000.00). All insurance required to be carried and maintained by Landlord hereunder shall name Tenant as an additional insured. The policy(s) of insurance required hereunder shall be obtained from an insurance company(s) authorized to do business in the State of South Carolina with an A.M. Best's rating of A- or greater. Landlord shall deliver to Tenant certificate(s) of such insurance policy(s), together with evidence of the payment of the premium(s) therefor, prior to the expiration of the policy then in force. All insurance policy(s) required hereunder shall provide for not less than thirty (30) days written notice to Tenant prior to any cancellation or amendment of such policy(s).

15. **WAIVER OF SUBROGATION:** Landlord and Tenant agree to and do hereby waive all rights of recovery and causes of action against the other party and their respective employees, invitees, servants, agents and all parties claiming through or under such party for any damage to the Premises or to any improvements or property located thereon caused by any of the perils covered by a special causes of loss Building and Personal Property Insurance Policy (or current ISO equivalent), notwithstanding the fact that any such damage or destruction, by fire or other casualty, may be due to the negligence of Tenant or Landlord or their respective employees, invitees, servants, agents and any other person claiming through such party. This provision is intended to waive, fully and for the benefit of each party, any rights or claims which might give rise to a right of subrogation by any insurance carrier for any such loss or damage. Tenant shall use its best efforts to obtain a waiver of subrogation in the casualty insurance policy

carried by Tenant according to the provisions hereof; provided, however, that such waiver in this *Section 15* shall be null and void if the foregoing waiver causes the invalidation of any part of such insurance policy(s).

16. **RIGHT TO INSPECT:** Tenant agrees that Landlord or Landlord's representative(s) shall have the right at all reasonable times and upon prior written notice to Tenant to enter upon and to inspect the Premises to ascertain that Tenant is carrying out the terms, conditions and provisions of this Lease.

17. **DEFAULT BY TENANT:**

a) The following actions shall constitute events of default (each an "Event of Default") under the terms of this Lease:

(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due and such default continues for ten (10) days after Tenant is notified in writing by Landlord to cure such default (however, Landlord shall not be required to give such notices to Tenant more than twice in any twelve month period); or

(ii) if Tenant shall fail to perform any other provision, covenant or condition of this Lease other than the payment of Rent or any other charges or amounts due, and such failure continues for thirty (30) days after Tenant is notified in writing by Landlord to cure such default; or

(iii) if Tenant abandons or vacates the Premises at any time during the Term of this Lease, or

(iv) if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Tenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Tenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Tenant; or

(v) if Tenant has assigned this Lease or all or any part of the Premises are subleased by Tenant without Landlord's prior written consent, except as heretofore provided; or

(vi) if Tenant is in default under the terms and conditions of any other agreement between Tenant and Landlord, its subsidiaries or affiliates.

b) Remedies of Landlord. If an Event of Default has occurred, then immediately, or at any time thereafter, in the sole and absolute discretion of Landlord,

without prior notice to or demand upon Tenant, except as specifically otherwise provided in this Lease, Landlord may re-enter and take possession of the Premises (by action of ejectment or otherwise) and, as Landlord elects, either (a) declare this Lease and Option to Purchase terminated, in which event Landlord may thereafter possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action for Rent, damages or breach of covenant previously accruing or occurring which Landlord may have against Tenant at the time of such termination, or (b) without terminating this Lease, relet the Premises on behalf of Tenant for the highest rent reasonably obtainable in the judgment of Landlord and recover from Tenant any deficiency between the rent received upon such reletting and the rent payable hereunder during the term of such reletting, plus any and all expenses incurred by Landlord in connection with such reletting, including specifically, but not by way of limitation, broker's fees or the cost of repairs or alterations that Landlord reasonably deems necessary or appropriate to make in connection with such reletting; or (c) pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of South Carolina.

c) Liquidated Damages. The Parties acknowledge and agree that if this Lease is terminated by Landlord pursuant to Subsection 17(b), the damages Landlord would sustain as a result of such termination would be difficult if not impossible to be ascertained. Therefore, in addition to any other remedy available to Landlord, if Landlord terminates this Lease, pursuant to Subsection 17(b), Landlord shall have the right at any time, at its sole option to require Tenant to pay Landlord on demand, as liquidated damages, the sum of the payoff of the Promissory Note and other debt obligations of the Loan Documents in certified funds. Upon receiving full payment from Tenant, Landlord must remit payment directly to IPHC ELF, or to any then-applicable mortgagee, in the sum of the payoff amount, if any, received from Tenant within five (5) business days as directed by IPHC ELF, or any then-applicable mortgagee. In lieu of payment to Landlord, Tenant may make payment of the Promissory Note and other debt obligations of the Loan Documents directly to IPHC ELF, or any then-applicable mortgagee, based on a Landlord-approved payoff instruction letter from IPHC ELF, or other applicable mortgagee. Upon confirmation from IPHC ELF, or any then-applicable mortgagee, that the Promissory Note and other debt obligations of the Loan Documents have been paid in full, Landlord shall authorize Escrow Agent to release the Conveyance Documents (as hereinafter defined in *Section 28*) to be filed in the Real Property Records, and Landlord and Tenant shall otherwise cooperate in accordance with the terms of this Option and the Asset Transfer Agreement to fully convey the Premises to Tenant.

d) Tenant's Right to Continue to Cure. Notwithstanding anything contained herein to the contrary, if any non-monetary default cannot with due diligence be cured prior to the expiration of the period permitted by this Lease for the cure of such default, if any (the "Cure Period"), and if Tenant commences within the Cure Period to eliminate the cause of such non-monetary default and proceeds diligently and with reasonable dispatch to attempt to cure such default, then Landlord shall not have the

right to declare this Lease terminated by reason of such default so long as Tenant continues to proceed diligently to cure such default.

18. **ESTOPPEL INSTRUMENTS; SHORT FORM LEASE:** Tenant shall furnish Landlord, upon Landlord's demand made in good faith, instruments of estoppel in recordable form relating to the current condition of lease payments, and other evidence which a mortgagee may customarily require. The parties covenant and agree that this Lease shall not be recorded, but upon written request of Landlord or Tenant, a short form lease or memorandum of lease shall be prepared by Tenant describing the Premises, giving the Term and the name and address of Landlord and Tenant but containing no other terms or provisions of this Lease except as may be agreed upon by the parties, which shall be promptly executed, acknowledged and delivered by both parties. The short form lease or memorandum of lease may be recorded by either party, at the sole cost and expense of the party so recording.

19. **WAIVER:** The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or the exercise of any option herein contained shall not be construed as a waiver or relinquishment of such covenant or any other covenant or option. The receipt by Landlord of Rent with knowledge of any default by Tenant or any other action of Landlord shall not be deemed a waiver of such default. The acceptance by Landlord of any sum of Rent less than the sum provided for in this Lease shall not alter the rental terms hereof or absolve Tenant from its obligation to pay the Rent or any other charges or amounts due under this Lease, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due.

20. **ENTIRE AGREEMENT:** This Lease embodies the entire agreement between the parties hereto relative to use and occupancy of the Premises, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Lease by the parties hereto.

21. **NOTICES AND RENT PAYMENT:** Any notice required to be given by either party to the other shall be in writing and shall be deemed effective upon (a) actual delivery, if delivered by personal delivery, or (b) three (3) business days after deposit in United States registered or certified mail, postage prepaid, return receipt requested, or (c) one (1) day after deposit with an overnight courier service for next day delivery, with postage prepaid. Notices shall be addressed to the respective parties at the following addresses:

Landlord: **Redemption**  
Attn: Greg Smith  
175 Nortech Parkway  
San Jose, CA 95134

*With a copy to:* **Asiatico & Associates, PLLC**  
Attn: Brooke Asiatico  
5850 Granite Parkway, Suite 900  
Plano, TX 75024

**Tenant:**                   **The Relentless Church**  
                                   **Attn: Travis Hayes**  
                                   **635 Haywood Road**  
                                   **Greenville, SC 29607**

**With a copy to:**       **Smith Moore Leatherwood LLP**  
                                   **Attn: William Swent**  
                                   **P.O. Box 87**  
                                   **Greenville, SC 29602**

or such other addresses as either party hereafter designates to the other in writing as aforesaid. All payments of Rent hereunder shall be made by Tenant to Landlord as designated herein or at the above set forth address of Landlord.

22.    **BINDING EFFECT:** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

23.    **CONTROLLING LAW AND COUNTERPARTS:** This Lease shall be governed and construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles thereof. Several duplicate copies or independent signature pages of this Lease may be executed, any one or combination of which shall be deemed a complete original. Electronically transmitted copies of signatures shall be binding and enforceable to the same extent as so-called "wet-ink" originals.

24.    **DISPUTE RESOLUTION:** Any controversy, claim, or dispute arising from or related to this Lease shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Lease and they expressly waive their right to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

25.    **CAPTIONS:** The captions herein used at the beginning of paragraphs or subparagraphs are solely for the purpose of assisting the reader and do not form a part of this Lease.

26.    **TENANT'S COMPLIANCE WITH ENVIRONMENTAL LAWS:** Tenant shall comply with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant or any other person or entity. If Tenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Tenant results in the contamination of the Premises, or any portion

thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Tenant results in any contamination of the Premises, or any portion thereof, Tenant shall promptly take all actions, at no cost or expense to Landlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Landlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

27. **SURRENDER OF PREMISES:** Tenant will deliver up and surrender possession of the Premises, building and any other improvements located on the Premises, to Landlord upon termination of this Lease (except by virtue of Option exercise and performance, in which case fee title and all possessory rights shall vest in Tenant), in original condition, reasonable wear and tear excepted. If Tenant fails to timely comply with the preceding sentence, then the Landlord shall have the right to cause any repairs to be performed, at Tenant's expense, and all such expenses so incurred by Landlord shall be paid by Tenant within ten (10) days of written notice thereof.

28. **GRANT OF OPTION TO ACQUIRE:**

a. Option to Purchase. Landlord hereby grants to Tenant the irrevocable option to acquire the Premises (the "Option"). Such Option shall endure and remain a valid entitlement of Tenant throughout the duration of the Term. The Option shall be exercisable only in accordance with the further provisions of this Lease, and the Option hereby granted shall afford Tenant the right to acquire the Premises only on the terms and conditions set forth herein.

b. Option Exercise. Tenant may exercise its Option at any time on or before the Maturity Date described in the Loan Documents, or any extension or modification thereof, by delivering to Landlord (1) written notice of its election to pursue the Option (the "Option Notice") and (2) evidence indicating Tenant's ability

to refinance in its own name and/or payoff the debt secured by the Mortgage or otherwise evidenced by the Loan Documents.

c. Option Consideration. As consideration for this Option to Purchase, the Tenant shall pay the Landlord a non-refundable fee of \$1,000.00 on or before the Commencement Date of this Lease. This amount will not be credited to the acquisition consideration at the closing.

d. Option Closing. If Tenant exercises the Option, the parties shall incorporate the provisions set forth on Exhibit D as the essential terms of a contract for acquisition of the Premises by Tenant (the "Option Contract"). Further, upon the execution of this Lease, Landlord shall deliver to Smith Moore Leatherwood, LLP (as "Escrow Agent") (at the notice address provided above) the following fully executed conveyance documents: General Warranty Deed, tax and title affidavits reasonably required to effect transfer, a Lease Termination Agreement, and such other documents and instruments reasonably necessary to consummate the Option (collectively, the "Conveyance Documents"). The Escrow Agent shall hold the Conveyance Documents in escrow pending closing of the Option and authorization by Landlord to release the same for delivery to Tenant and subsequent recording.

e. Acquisition Consideration. The consideration for the Premises shall be the assumption and/or payoff of the Promissory Note and other debt obligations of the Loan Documents by Tenant.

f. Memorandum of Option. Within ten (10) days after the Effective Date of this Lease, the parties shall execute and record a memorandum of the Option (the "Option Memorandum") in the Office of the Register of Deeds for Greenville County, South Carolina.

g. Right of Assignment. Tenant may not assign its option rights under this Lease, in whole or in part, without first obtaining Landlord's written consent. Said assignment shall be effective upon Landlord's receipt of the fully executed written assignment agreement from Tenant; provided, however, that such assignment shall not relieve Tenant of any then binding obligations arising under this Agreement. Notwithstanding the foregoing, Tenant shall be entitled to assign this Option in the context of closing, to an affiliated entity that is controlled by Tenant or by Tenant's principals, without Landlord's prior consent or approval, in which case, Landlord shall execute replacement Conveyance Documents in the name of such affiliate.

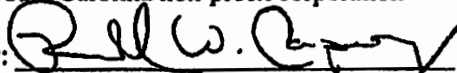
29. **PRIORITY OF CONTRACTS:** The rights and obligations of this Lease are intended to be undertaken in harmony with that certain Asset Transfer Agreement between the parties which shall provide for a more expansive acquisition of assets and succession of church operations by Tenant. To the extent of any conflict between this Lease and such subsequently accepted Asset Transfer Agreement, the Asset Transfer Agreement shall control. Furthermore, failure of the parties to agree and enter into such a mutually acceptable Asset Transfer

Agreement on or before August 15, 2018 shall entitle Tenant to right to terminate this Lease and Option.

IN TESTIMONY WHEREOF, this Lease has been duly executed by the parties hereto and is effective as of the day and year first above written.

**LANDLORD:**

**REDEMPTION,**  
a South Carolina non-profit corporation

By: 

Ronald W. Carpenter, Jr.  
Its: President

**TENANT:**

**THE RELENTLESS CHURCH,**  
a South Carolina non-profit corporation

By: \_\_\_\_\_

Travis Hayes  
Its: Secretary & Treasurer

IN TESTIMONY WHEREOF, this Lease has been duly executed by the parties hereto and is effective as of the day and year first above written.

**LANDLORD:**

**REDEMPTION,**  
a South Carolina non-profit corporation

By: \_\_\_\_\_  
Ronald W. Carpenter, Jr.  
Its: President

**TENANT:**

**THE RELENTLESS CHURCH,**  
a South Carolina non-profit corporation

By: Travis Hayes  
Travis Hayes  
Its: Secretary & Treasurer

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF THE PREMISES)**

**Parcel 1:**

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, containing 1.71 acres, more or less, and being shown and designated as Tract 2A on Summary Plat for Redemption World Outreach Center prepared by Site Design, Inc., dated November 18, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1080 at page 69; which plat is incorporated herein by reference and made a part of this description.

This being a portion of the property conveyed to Redemption World Outreach Center by deed of Finn Properties, LLC, dated November 14, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2347 at Page 94. Thereafter, Redemption World Outreach Center changed its name to Redemption as evidenced by that certain Restated Articles of Incorporation recorded at the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2522 at Page 5892.

**Parcel 2:**

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, containing 2.806 acres, more or less, and being shown and designated as Tract 2B on Summary Plat for Redemption World Outreach Center prepared by Site Design, Inc., dated November 18, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1080 at page 69; which plat is incorporated herein by reference and made a part of this description.

This being a portion of the property conveyed to Redemption World Outreach Center by deed of Redemption Outreach Center, recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 1999 at Page 668 on June 20, 2002, and a portion of the property conveyed to Redemption Outreach Center by deed of Bernice Byrd Henderson, James Byrd and Nelson Byrd, Jr., recorded in Book 1928 at Page 973 on October 16, 2000. Thereafter, Redemption World Outreach Center changed its name to Redemption as evidenced by that certain Restated Articles of Incorporation recorded at the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2522 at Page 5892.

**EXHIBIT B**  
**(Mortgage Debt Particulars)**

**Mortgage Holder:** International Pentecostal Holiness Church Extension Loan Fund, Inc., an Oklahoma Corporation.

**Loan Balance:** \$3,697,482.41 (as of April 30, 2018).

**Monthly, Interest-Only Payment Amount:** **\$18,603.25** (1/12<sup>th</sup> of 6% times the outstanding principal balance). Note, this amount adjusts with each annual principal payment.

**Annual Principal Payment Amount:** **\$500,000.00**

**Lender Contact for Payoff:**

Lawn B. Gardner | Attorney  
CHRISTENSEN LAW GROUP, P.L.L.C.  
The Parkway Building  
3401 N.W. 63<sup>rd</sup> Street | Suite 600  
Oklahoma City | Oklahoma | 73116  
T: 405.232.2020 | F: 405.228.1107

**Additional Attachments:** None

**EXHIBIT C**  
**(TITLE COMMITMENT)**

**EXHIBIT D**  
**(ESSENTIAL TERMS OF THE OPTION CONTRACT)**

The parties hereby agree that the following terms and provisions shall be the essential terms of the contract for the Option:

1. Option Effective Date: same date as Lease Effective Date.
2. Acquisition Consideration: The assumption of obligations set forth in the Loan Documents (subject to the prohibition on any further loan advances or modifications following the Effective Date) and payoff of the Promissory Note, Mortgage and Loan Document obligations by Tenant.
3. Earnest Money: None.
4. Inspection Period: 60 days after the Option Notice date.
5. Closing Date: 30 days after the expiration of the Inspection Period.
6. Access and Inspection Rights: Given Tenant's rights of occupancy under the Lease, there is no need to further address rights of access and physical conditions inspections. Tenant's leasehold adequately vests in Tenant the requisite inspection privileges.
7. Title, Environmental and Survey Objections:
  - a. Survey. During the Inspection Period, Tenant may, at Tenant's sole cost and expense, cause an accurate survey (the "Survey") to be made of the Premises by a licensed South Carolina surveyor. In the event that the legal description for the Premises, based upon the Survey, is different from that contained in Landlord's vesting deeds, Landlord will convey the Property in accord therewith and will also convey the Premises to Tenant pursuant to a Quitclaim Deed containing a legal description based upon the Survey.
  - b. Title Examination. Tenant shall, at Tenant's expense, obtain from a title insurance company selected by Tenant (the "Title Company"), an owner's title insurance commitment (the "Commitment") together with legible copies of all matters referred to therein as exceptions to title. On or before the end of the Inspection Period, Tenant shall deliver to Landlord a statement of any reasonable objections to Landlord's title to the Property and any objections as to matters disclosed by the Survey, and Landlord shall have a reasonable time after Landlord's receipt of such statement (not to exceed twenty (20) days) within which to cure any such objections unless such objections cannot be cured within 20 days, in which case Landlord shall have a reasonable amount of time. Landlord shall use commercially reasonable efforts to cure such objections. In the event that Landlord fails to cure such objections within such twenty (20) days or the said reasonable period, then Tenant shall elect, by written notice to Landlord, to either (i) terminate this Option, and thereafter the Option shall be null and void and of no further force or effect with neither Tenant nor Landlord having any further rights, duties, liabilities or obligations to the other by reason hereof, or (ii) waive such objections and consummate the transaction contemplated herein without adjustment of consideration. If Tenant does not provide Landlord written notice of Tenant's election as above provided, then Tenant shall be deemed to have elected to terminate the Option as provided in the aforesaid item (i).

- c. Environmental Matters. Closing under this Contract is contingent upon Tenant obtaining a satisfactory Phase One Environmental Site Assessment of the Premises (the "Phase One") from a qualified and licensed environmental engineer of Tenant's choosing. Tenant shall obtain such Phase One at its sole expense during the Inspection Period. Additionally, if, at any time prior to Option closing, Tenant receives any information reflecting adverse environmental matters occurring on the Property, the Option may be terminated at Tenant's election, and the parties shall have no further rights or obligations to each other hereunder.
- 8. Apportionments. At Closing of the Option, Tenant shall pay the cost of the title examination and owner's title insurance policy premium, the cost of the Survey, the recording fees to record the Warranty Deed and Quitclaim Deed, if applicable, the South Carolina transfer tax incident to release and recording of the Warranty Deed, all recording fees to record any modifications to the Mortgage or Loan Documents required by Landlord's lender, and all expenses incident to any financing obtained by Tenant in connection with the transaction contemplated in this Agreement. Landlord and Tenant will each pay their own attorneys' fees and any other costs herein specified to be paid by either of them. Tenant will pay for all of its due diligence tests with respect to the Property.
- 9. Remedies.
  - a. In the event that Tenant defaults on the Option, Landlord shall be entitled to terminate the Option or the Lease and Option, and Landlord shall also be entitled to pursue any legal and equitable rights and remedies, including pursuing an action for damages or injunctive relief or specific performance. Further, in addition to any other remedies available to Landlord, in the event Tenant defaults on the Option, Landlord shall be entitled to exercise the remedy set forth in Section 17(c) of the Lease.
  - a. In the event that Landlord defaults on the Option, Tenant shall be entitled to terminate the Option or the Lease and Option, and Tenant shall also be entitled to pursue any legal and equitable rights and remedies, including pursuing an action for damages or injunctive relief or specific performance.

SCANNED

# EXHIBIT C

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

**LEASE AGREEMENT**

This LEASE AGREEMENT (this "**Lease**") is made and entered into this 13th day of May, 2018 (the "**Effective Date**"), by and between **REDEMPTION**, a South Carolina non-profit corporation (hereinafter called "**Landlord**"), and **THE RELENTLESS CHURCH**, a South Carolina non-profit corporation (hereinafter called "**Tenant**").

1. **PREMISES and DEMISE THEREOF:** Landlord, for and in consideration of rent payable by Tenant and the mutual covenants hereinafter set forth, does hereby demise and lease unto Tenant, and Tenant does hereby rent and hire from Landlord, TO HAVE AND TO HOLD UNTO TENANT all that certain lot or parcel of land located at and having a tax map site address of 635 Haywood Road in the County of Greenville, South Carolina, being more particularly described on the attached and incorporated **Exhibit A**, together with the improvements now currently constructed thereon, or to be constructed thereon (the "**Buildings**"), and all easements and appurtenances necessary for the use contemplated herein, and rights in adjoining streets for ingress and egress to said property and for provision of sewer, water, gas, power, telephone and other utilities (hereinafter the "**Premises**" or sometimes the "**Leased Premises**" or "**Demised Premises**").

2. **LEASE TERM:** The term of this Lease shall commence as of 12:00 Noontime, **May 13, 2018** (the "**Commencement Date**") and shall end on a date and time coincident with the expiration of or the exercise and performance of the Option (as hereinafter defined, in **Section 28**), whichever occurs first (the "**Expiration Date**"). The interval from the Commencement Date through the Expiration Date is hereinafter referred to as the "**Term**".

3. **LEASE YEAR DEFINITION:** For purposes of this Lease, a "**Lease Year**" shall mean each period of twelve (12), consecutive full calendar months, beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of each calendar year during the Term; provided, however, the first Lease Year shall not be a full twelve (12) month period, but shall begin on the Commencement Date and end on December 31, 2018, and the last Lease Year of the Term will commence on January 1, of the year in which Option performance occurs and end on the Expiration Date.

4. **HOLDING OVER:** In the event that Tenant remains in possession of the Premises after termination of the Option, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the conditions, provisions and obligations imposed upon Tenant in this Lease.

5. **RENT:**

a) Landlord's Existing Indebtedness. Reference is made to that certain Trust Indenture by and between Landlord and Trust Management, Inc. ("**Trust Management**"), dated August 28, 2013 (the "**Trust Indenture**"), a copy of which has been provided to Tenant. Pursuant thereto, Landlord issued tranches of simple- and compound-interest bonds, in principal amount of \$10,250,000.00

(the "**Bonds**"). The payment of the Bonds is secured by that certain Mortgage, Security Agreement and Assignment of Rents, dated and recorded on September 12, 2013, in the Office of the Register of Deeds for Greenville County, South Carolina in Mortgage Book 5231 at Page 2076 (the "**Mortgage**") which grants a lien on the Premises in favor of Trust Management. The terms of repayment by Landlord to Trust Management, as set forth in the Trust Indenture and the Mortgage, are incorporated herein by reference.

b) Base Rent: In consideration of the Premises and the occupancy rights granted herein, as base rent hereunder and throughout the Term of the Lease, Tenant agrees to assume Landlord's payment obligations under the Trust Indenture, the Mortgage and any ancillary and related loan or security instruments held by Trust Management (collectively, the "**Loan Documents**") by making monthly "sinking fund" payments directly to Trust Management as more fully set forth in the Trust Indenture (such payment obligations, collectively, the "**Base Rent**"). The payment and general debt particulars in respect of the Loan Documents are set forth on the attached and incorporated **Exhibit B** hereto.

c) Payment of Rent. Base Rent shall be payable upon the terms set forth in the Trust Indenture and other Loan Documents. Notwithstanding the foregoing, the first monthly payment of Base Rent shall be prorated on a daily basis and payable upon the execution of this Lease to Landlord at the notice address provided herein or as may be designated by Landlord in writing. Base Rent for any partial month during the Term shall be prorated on a daily basis.

#### 6. ADDITIONAL PAYMENTS: TAXES, CASUALTY INSURANCE, AND UTILITIES:

a) Additional Payment Obligations. It is the express intention of both Landlord and Tenant that Tenant's payments of Base Rent and other sums in consideration of the occupancy and Option rights granted herein shall relieve Landlord of all debt service and operational cost obligations associated with the Premises, except to the extent specifically excepted or stipulated hereinafter. Accordingly, any sums payable by Tenant under this **Section 6** shall be additional rent and collectible as such (collectively, such payment obligations arising under this **Section 6** being referred to herein as "**Additional Rent**"). Tenant expressly acknowledges, covenants and agrees that Tenant's obligation to pay Base Rent under **Section 5** above and to pay Additional Rent as set forth in this **Section 6** are independent of any obligation of Landlord under this Lease and that all Rent and Additional Rent (collectively and where no distinction is desired or required, "**Rent**") are payable to Landlord or its Lender and their successors and assigns, notwithstanding any claim of default by Landlord as may exist hereunder and without any self-effecting right or privilege of set-off, off-set deduction, abatement, or reduction whatsoever. In other words, Rent is a separate covenant. Additional Rent shall be remitted and prorated in the same fashion as Base Rent.

b) Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes imposed by any governmental authorities having jurisdiction over the Premises (the “**Real Estate Taxes**”) that (i) are assessed against the Premises and (ii) that accrue during the Term, and any other taxes imposed on the Premises in lieu of such Real Estate Taxes during such period. Tenant agrees to pay all Real Estate Taxes for which Tenant is responsible prior to their due date, provided that statements for such taxes and copies of the actual tax bills are received by Tenant so as to permit timely payment. Landlord shall cause the taxing authority to send the bill for the Real Estate Taxes on the Premises to Tenant, and Tenant shall pay the Real Estate Taxes on the Premises directly to the taxing authority. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant’s tax obligation prior to the date on which such taxes are due. If the tax statement for the Real Estate Taxes on the Premises is sent to Landlord, Landlord shall forward the statement to Tenant promptly. Tenant shall not be liable for any penalties, surcharges or interest that may be incurred by Landlord or result from Landlord’s failure to forward any tax bill to Tenant at least twenty (20) days before the date due. Landlord or Tenant shall, within thirty (30) days after written request from the other, provide satisfactory evidence of such payment. Landlord and Tenant may take the benefit of any law allowing for taxes or assessments to be paid in installments. NOTE, it is acknowledged that both Landlord and Tenant are tax-exempt nonprofit entities. The foregoing provisions allowing for allocation of property taxes is retained in this Lease to cover any failure of the parties or the Premises to qualify for property tax exemptions.

c) Property and Casualty Insurance. During the Term, Tenant shall, at its sole cost and expense, obtain, carry and maintain insurance, in an amount not less than the full insurable replacement value of any and all other buildings and improvements on the Premises, against fire and such other risks as are, from time to time, included in special form causes of loss Building and Personal Property Policy of insurance (or current ISO equivalent). Replacement value shall be set initially based on Landlord’s property coverage in existence prior to the Effective Date. Subsequent changes to the insured replacement value of property shall be determined by agreement of Landlord and Tenant, or if the parties are unable to agree, then by an architect, contractor, appraiser, appraisal company or insurance company approved by Landlord and Tenant, provided the method of valuation is approved by the insurance company providing insurance on the Premises. The policies of insurance required hereunder shall be obtained from insurance companies authorized to do business in the State of South Carolina with an A.M. Best rating of A- or greater. Upon Landlord’s request, Tenant shall deliver to Landlord certificates of such insurance policies, together with evidence of the payment of the premiums therefor, prior to the expiration of the policy then in force. Each of such policies shall name Tenant as the first-party insured, Landlord as an additional insured, and any mortgagee of the Premises as mortgagee and/or loss payee as the Loan Documents dictate. Proceeds from property insurance coverage shall be payable to such parties as their respective

interests may appear, and shall provide for not less than thirty (30) days written notice to Landlord prior to any cancellation or amendment of such policy.

Reference is made to **Section 14** of this Lease for liability and other insurance required to be carried and maintained by Tenant and Landlord.

d) Utilities. Tenant shall contract in its own name and pay for all gas, heat, electricity, telephone service and any and all other utilities used, wasted or consumed in, on or about the Premises. Tenant shall also pay all water rents and sewer charges or assessments levied or charged against the Premises for and during the continuance of the Term.

7. **USE, SIGNS AND ALTERATIONS:**

a) Use. The Premises shall be used now and in the future for the purpose of operating a church, for administering to the needs of a congregation (e.g., religious worship, study and general fellowship), for any ancillary office, dining, recreation, child care and educational activities associated therewith, and for any other use that Tenant may desire and which is not inconsistent with zoning or other applicable regulations (hereinafter referred to as the "**Permitted Purpose(s)**"). Tenant agrees not to use the Premises or any part thereof for any disorderly or unlawful purpose and to comply with all governmental laws that affect the Premises.

b) Signs. If permitted by the local municipality and all other covenants or restrictions affecting the Premises, Tenant shall have the right to install on the Premises, at its sole cost and expense, signs conforming to existing restrictions, laws and regulations, suitable for its purposes in connection with the Permitted Purpose. Tenant shall be responsible for permitting, proper maintenance and upkeep of such signs, for the cost and repair of any damage to the Premises occasioned thereby or by the removal thereof, and for the cost of removal of such signs if the Option is not exercised and performed as contemplated herein.

c) Alterations. Tenant shall have the right, subject to the provisions hereinafter, to make such additions, replacements and alterations to the Premises during the Term, as it may deem necessary or advisable. Any and all such additions, replacements and alterations shall be at Tenant's sole cost and expense. All repairs, alterations, replacements and additions to the Premises which may be made or installed by Tenant and which are permanently attached to the Premises as fixtures shall remain on the Premises at the termination of this Lease or the Option. However, if Tenant is not in default under this Lease, Tenant shall have the right to remove upon termination of the Option those fixtures and personal property which have been paid for and are then owned by Tenant. Tenant shall repair and pay for any damage caused by such removal and, upon request of Landlord, return the Premises to the condition it existed as of the Commencement Date.

d) Compliance with Laws. Any and all alterations, replacements, additions or construction activity undertaken by Tenant (including, but not limited to, the installation of a sign or signs as heretofore permitted) shall be in compliance with all existing restrictions and all building codes, zoning ordinances and other laws, rules or regulations of any governmental authority having jurisdiction over the Premises at the time of the proposed work. Tenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by Tenant.

e) Mechanics' Liens. Tenant hereby agrees to hold Landlord harmless from any mechanics' lien filed against the Premises during the Term. If any mechanics' lien is filed against the Premises, Tenant shall immediately remove the lien from the Premises by a bond or otherwise in accordance with other procedures for removal of mechanics' liens under the laws of the State of South Carolina. The hold harmless agreement set forth above includes Tenant's agreement to promptly reimburse Landlord reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with any analysis, defense or payment made by Landlord on account of any such mechanics' lien.

f) Use of Television Studio Space. For a limited period of twelve (12) months after the Effective Date, Tenant hereby agrees and grants a license to allow Pastor Ronald W. Carpenter, Jr., Founder of Redemption ("Pastor Ron"), use of the current television studio space as may be needed from time to time for Pastor Ron's continuing ministry endeavors. Pastor Ron shall join in the execution of this lease to evidence acceptance of this license and understanding that his use of the television studio space must be reasonable, and dates and times of his use shall be reasonably and mutually agreed upon between Pastor Ron and Tenant; provided, however, Tenant shall exert best efforts to accommodate Pastor Ron's requests for all such use. There shall be no license fees charged to Pastor Ron. Pastor Ron agrees to give Tenant notice of his request to use the television studio space at least 48 hours prior to the desired time of use. The indemnities and insurance obligations of the Landlord and Tenant under this Lease are declared to cover allocation of risks occasioned by such use. More specifically, Landlord's insurance and indemnity shall extend to cover all losses resulting from Pastor Ron's use and enjoyment of the foregoing license.

#### 8. QUIET ENJOYMENT:

a) Landlord warrants that it has fee simple title to the Premises and that the Premises shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever with the exception of the Option Memorandum, as more fully set forth in **Section 28**, and the Loan Documents confirmed, or any matters shown on any title commitment obtained by, or disclosed to, Tenant in advance of the Effective Date to which Tenant has not made timely objection, and any other matters to which Tenant has agreed in writing during the Term hereof (collectively, the "**Permitted Encumbrances**"). For ease of reference, the disclosures and exceptions of the Title Commitment are attached and incorporated as **Exhibit C** hereto.

b) Landlord covenants and agrees that Tenant, upon paying the Rent hereby reserved, and performing and observing the covenants hereof to be kept and performed by Tenant, shall peaceably hold and enjoy the Premises with exclusive control and possession of the Premises for the Term, except as may be otherwise expressly stated herein.

c) Landlord covenants and agrees that during the Term, Landlord shall not execute any encumbrance, easement, contract or similar agreement, or any document modifying any Permitted Encumbrance, or consenting to any modification of same, except as to outright termination of any third-party claims, mortgages, deeds of trust or other financing of the Landlord's interest in the Premises, without the prior written approval of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

9. **MAINTENANCE AND REPAIRS:** Tenant shall, at its sole cost and expense, perform all maintenance, repair and replacement tasks to the Premises; provided, however, prior to exercise and performance of the Option, neither Landlord nor Tenant shall be obligated to make repairs or improvements that would be considered a capital expense (according to Generally Accepted Accounting Principles, "GAAP"). By way of illustration, but not as a limitation at all times throughout the Term, Tenant shall maintain all improvements to the Premises now or hereafter existing therein or thereon in good condition consistent with the standards of maintenance established during Landlord's ownership. Tenant's obligation to maintain and repair shall also specifically include the maintenance, repair or replacement of; fixtures and equipment essential to operation and enjoyment of the Premises; the heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; any signs or other equipment installed and used by Tenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Tenant shall make such replacements of any of the foregoing as may become reasonably necessary during the Term. The provisions of this *Section 9* shall not apply in the case of damage or destruction by fire or other casualty, or in the case of eminent domain, in which event the obligations of Tenant shall be controlled by the specific provisions hereof addressing such events. In carrying out its obligations as set forth in this *Section 9*, Tenant agrees to conform to all requirements of law, the regulations of applicable public authorities, and the requirements of insurers. Further, Tenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

10. **DAMAGE OR DESTRUCTION TO THE PREMISES:** In the event the Premises are damaged or destroyed by fire or other casualty or Tenant is ejected from the Premises by a public authority to preserve the public safety, this Lease shall not terminate, nor shall the liability of Tenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this *Section 10*. Further, Tenant shall restore, replace or rebuild the Premises, at Tenant's sole cost and expense, to the same condition as existed prior to the happening of the fire, ejection or other casualty with all reasonable speed. In the event Tenant is required to restore, replace or rebuild as aforesaid, Tenant shall be entitled to the proceeds of casualty insurance (if any) payable by virtue of the event or events causing damage to the Premises.

11. **CONDEMNATION:** In the event that at any time during the Term, the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply. Tenant's right of possession shall terminate as of the date of taking and rent and other charges provided for in this Lease shall be adjusted as of such date. The entire damage award of the condemnation proceedings shall be paid to Landlord but Landlord shall, and hereby does, assign to Tenant out of any award paid to Landlord the following amounts: (i) if Tenant shall have made improvements or alterations in or to the Premises after the Commencement Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures; and (ii) a sum equal to any cost or loss to which Tenant may be put in removing Tenant's furniture and equipment from the Premises, but only if the condemning authority makes an award for such cost or loss. Additionally, any proceeds payable to Landlord on account of condemnation shall promptly be paid against the loan obligations and according to the terms of the Loan Documents.

12. **ASSIGNMENT OR SUBLETTING:** Tenant shall not assign this Lease, or any interest in this Lease, or sublease all or any part of the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

13. **MORTGAGE SUBORDINATION AND TENANT'S RIGHT TO CURE MORTGAGE DEFAULT(S):** It is acknowledged that this Lease is subordinate to the lien of the Mortgage. Further, Tenant agrees to execute, without cost to Landlord, any required stipulation of subordination required by Landlord's mortgagee, conditioned only upon written agreement of the mortgagee not to disturb Tenant's possession of the Premises so long as Tenant is not in default hereunder or so long as the period for remedying any such default shall not have expired. Further still, the parties agree to pursue with all reasonable commercial vigor an attornment agreement between Tenant and Landlord's mortgagee, whereby the parties shall recognize Tenant's Option rights and privileges. Tenant agrees that it may be required to give estoppels or otherwise consent to a collateral assignment of the Rents payable hereunder to Landlord's mortgagee. More generally, Landlord and Tenant shall cooperate in every reasonable fashion to modify the terms and conditions of this Lease and to accommodate the documentary, security, and title requirements of Landlord's mortgagee in conforming to this Lease. Landlord agrees that Tenant shall have the right and the obligation to make all payments of principal and interest under the Loan Documents; provided, however, Landlord may have performance obligations under the Loan Documents, such as submission of financials. Landlord shall remain liable for all such performance obligations not related to maintenance of the Premises or otherwise assumed by, or allocated to, Tenant in this Lease, and Landlord shall indemnify, defend and hold Tenant harmless from any loss, cost or damage suffered on account of Landlord's failure to adhere to this covenant.

14. **INDEMNIFICATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

a) Tenant's Indemnification of Landlord and Pastor Ron. Tenant shall indemnify and hold Landlord and Pastor Ron, individually, (collectively, the "Indemnified Parties") harmless against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Tenant during the Term (including any construction activity on the Premises undertaken by or through Tenant) or by reason of Tenant's general actions, activities or omissions unrelated to the Indemnified Parties and the Premises. In case any action or proceeding may be brought against the Indemnified Parties by reason of Tenant's use or occupancy of the Premises, Tenant, upon notice from the Indemnified Parties, covenants to resist or defend such action or proceeding through legal counsel reasonably satisfactory to the Indemnified Parties. Indemnification by Tenant hereunder shall not extend to claims arising from the negligent acts or omissions of Landlord, Pastor Ron, or Landlord's employees, agents, invitees or parties acting on behalf of Landlord and any matter against which, and to the extent which, Landlord has been indemnified or insured by and actually receives the benefit of any insurance required to be carried pursuant to this Lease. In avoidance of doubt, the foregoing indemnity shall not negate the subsequent waivers of subrogation and releases. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

b) Landlord's Indemnification of Tenant. Landlord shall indemnify and hold Tenant harmless against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Landlord (including, without limitation, any use and occupancy under reserved license) or by reason of Landlord's general actions, activities or omissions related or unrelated to Tenant and the Premises (to include, without limitation, any costs or losses incurred by Tenant defending any action by Landlord's lenders—except to the extent such lender action relates to Tenant's default under this Lease). In case any action or proceeding may be brought against Tenant by reason of any such claim for which Landlord is liable, Landlord, upon notice from Tenant, covenants to resist or defend such action or proceeding through legal counsel reasonably satisfactory to Tenant. Indemnification by Landlord hereunder shall not extend to claims arising from the negligent acts or omissions of Tenant or Tenant's employees, agents, invitees or parties acting on behalf of Tenant and any matter against which, and to the extent which, Tenant has been indemnified or insured by and actually receives the benefit of any insurance required to be carried pursuant to this Lease. In avoidance of doubt, the foregoing indemnity shall not negate the subsequent waivers of subrogation and releases. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

c) Tenant's Public Liability Insurance and Reiteration of Property Insurance Obligations. As for property insurance, the specifications of Section 6(c) are reiterated here by reference, and it is stipulated that Tenant also shall be responsible for insuring the full replacement value of any personal property of Tenant used, kept or otherwise located upon the Premises. During the Term, Tenant shall, at its sole cost

and expense, obtain, carry and maintain public liability insurance against claims for personal injury, death or property damage suffered by others upon, in or about the Premises, including the improvements thereon; or occurring as a result of the maintenance or operation by Tenant of any automobiles, trucks or other vehicles or airplanes or other facilities; or as a result of the use of products sold by Tenant or services rendered by Tenant; or any claims arising out of the business or activities of Tenant or assumed contractually under this Lease in amounts reasonable and customary in context of the Permitted Purposes. In no event shall such insurance have limits less than Two Million and No/100<sup>ths</sup> Dollars (\$2,000,000.00), written as a *combined single limit* per accident or occurrence; Three Million and No/100<sup>ths</sup> Dollars (\$3,000,000.00) in the aggregate; and a blanket excess liability limit in an amount not less than One Million and No/100<sup>ths</sup> Dollars (\$1,000,000.00). All insurance required to be carried and maintained by Tenant hereunder shall name Landlord and Pastor Ronald W. Carpenter, Jr., individually, as additional insureds, as their interests may appear. The policy(s) of insurance required hereunder shall be obtained from an insurance company(s) authorized to do business in the State of South Carolina with an A.M. Best rating of A- or greater. Tenant shall deliver to Landlord certificate(s) of such insurance policy(s), together with evidence of the payment of the premium(s) therefor, prior to the expiration of the policy then in force. All insurance policy(s) required hereunder shall provide for not less than thirty (30) days written notice to Landlord prior to any cancellation or amendment of such policy(s).

d) Landlord's Public Liability Insurance. During the Term, Landlord shall, at Tenant's sole cost and expense, obtain, carry and maintain public liability insurance against claims for personal injury, death or property damage suffered by others upon, in or about the Premises or other properties and activities maintained by Landlord; or occurring as a result of the maintenance or operation by Landlord of any automobiles, trucks or other vehicles or airplanes or other facilities; or as a result of the use of products sold by Landlord or services rendered by Landlord; or any claims arising out of the business or activities of Landlord or assumed contractually under this Lease in amounts reasonable and customary in context of the Landlord's business or activities. In no event shall such insurance have limits less than Two Million and No/100<sup>ths</sup> Dollars (\$2,000,000.00), written as a *combined single limit* per accident or occurrence; Three Million and No/100<sup>ths</sup> Dollars (\$3,000,000.00) in the aggregate; and a blanket excess liability limit in an amount not less than One Million and No/100<sup>ths</sup> Dollars (\$1,000,000.00). All insurance required to be carried and maintained by Landlord hereunder shall name Tenant as an additional insured. The policy(s) of insurance required hereunder shall be obtained from an insurance company(s) authorized to do business in the State of South Carolina with an A.M. Best's rating of A- or greater. Landlord shall deliver to Tenant certificate(s) of such insurance policy(s), together with evidence of the payment of the premium(s) therefor, prior to the expiration of the policy then in force. All insurance policy(s) required hereunder shall provide for not less than thirty (30) days written notice to Tenant prior to any cancellation or amendment of such policy(s).

15. **WAIVER OF SUBROGATION:** Landlord and Tenant agree to and do hereby waive all rights of recovery and causes of action against the other party and their respective employees, invitees, servants, agents and all parties claiming through or under such party for any damage to the Premises or to any improvements or property located thereon caused by any of the perils covered by a special causes of loss Building and Personal Property Insurance Policy (or current ISO equivalent), notwithstanding the fact that any such damage or destruction, by fire or other casualty, may be due to the negligence of Tenant or Landlord or their respective employees, invitees, servants, agents and any other person claiming through such party. This provision is intended to waive, fully and for the benefit of each party, any rights or claims which might give rise to a right of subrogation by any insurance carrier for any such loss or damage. Tenant shall use its best efforts to obtain a waiver of subrogation in the casualty insurance policy carried by Tenant according to the provisions hereof; provided, however, that such waiver in this *Section 15* shall be null and void if the foregoing waiver causes the invalidation of any part of such insurance policy(s).

16. **RIGHT TO INSPECT:** Tenant agrees that Landlord or Landlord's representative(s) shall have the right at all reasonable times and upon prior written notice to Tenant to enter upon and to inspect the Premises to ascertain that Tenant is carrying out the terms, conditions and provisions of this Lease.

17. **DEFAULT BY TENANT:**

a) The following actions shall constitute events of default (each an "Event of Default") under the terms of this Lease:

(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due and such default continues for ten (10) days after Tenant is notified in writing by Landlord to cure such default (however, Landlord shall not be required to give such notices to Tenant more than twice in any twelve month period); or

(ii) if Tenant shall fail to perform any other provision, covenant or condition of this Lease other than the payment of Rent or any other charges or amounts due, and such failure continues for thirty (30) days after Tenant is notified in writing by Landlord to cure such default; or

(iii) if Tenant abandons or vacates the Premises at any time during the Term of this Lease, or

(iv) if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Tenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Tenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Tenant; or

(v) if Tenant has assigned this Lease or all or any part of the Premises are subleased by Tenant without Landlord's prior written consent, except as heretofore provided; or

(vi) if Tenant is in default under the terms and conditions of any other agreement between Tenant and Landlord, its subsidiaries or affiliates.

b) Remedies of Landlord. If an Event of Default has occurred, then immediately, or at any time thereafter, in the sole and absolute discretion of Landlord, without prior notice to or demand upon Tenant, except as specifically otherwise provided in this Lease, Landlord may re-enter and take possession of the Premises (by action of ejectment or otherwise) and, as Landlord elects, either (a) declare this Lease and Option to Purchase terminated, in which event Landlord may thereafter possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action for Rent, damages or breach of covenant previously accruing or occurring which Landlord may have against Tenant at the time of such termination, or (b) without terminating this Lease, relet the Premises on behalf of Tenant for the highest rent reasonably obtainable in the judgment of Landlord and recover from Tenant any deficiency between the rent received upon such reletting and the rent payable hereunder during the term of such reletting, plus any and all expenses incurred by Landlord in connection with such reletting, including specifically, but not by way of limitation, broker's fees or the cost of repairs or alterations that Landlord reasonably deems necessary or appropriate to make in connection with such reletting; or (c) pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of South Carolina.

c) Liquidated Damages. The Parties acknowledge and agree that if this Lease is terminated by Landlord pursuant to Subsection 17(b), the damages Landlord would sustain as a result of such termination would be difficult if not impossible to be ascertained. Therefore, in addition to any other remedy available to Landlord, if Landlord terminates this Lease, pursuant to Subsection 17(b), Landlord shall have the right at any time, at its sole option to require Tenant to pay Landlord on demand, as liquidated damages, the sum of the payoff of the Bonds and other debt obligations of the Loan Documents in certified funds. Upon receiving full payment from Tenant, Landlord must remit payment directly to Trust Management, or to any then-applicable mortgagee, in the sum of the payoff amount, if any, received from Tenant within five (5) business days as directed by Trust Management, or any then-applicable mortgagee. In lieu of payment to Landlord, Tenant may make payment of the Bond and other debt obligations of the Loan Documents directly to Trust Management, or any then-applicable mortgagee, based on a Landlord-approved payoff instruction letter from Trust Management, or other applicable mortgagee. Upon confirmation from Trust Management, or any then-applicable mortgagee, that the Bonds and other debt obligations of the Loan Documents have been paid in full,

Landlord shall authorize Escrow Agent to release the Conveyance Documents (as hereinafter defined in **Section 28**) to be filed in the Real Property Records, and Landlord and Tenant shall otherwise cooperate in accordance with the terms of this Option and the Asset Transfer Agreement to fully convey the Premises to Tenant.

d) Tenant's Right to Continue to Cure. Notwithstanding anything contained herein to the contrary, if any non-monetary default cannot with due diligence be cured prior to the expiration of the period permitted by this Lease for the cure of such default, if any (the "**Cure Period**"), and if Tenant commences within the Cure Period to eliminate the cause of such non-monetary default and proceeds diligently and with reasonable dispatch to attempt to cure such default, then Landlord shall not have the right to declare this Lease terminated by reason of such default so long as Tenant continues to proceed diligently to cure such default.

18. **ESTOPPEL INSTRUMENTS; SHORT FORM LEASE:** Tenant shall furnish Landlord, upon Landlord's demand made in good faith, instruments of estoppel in recordable form relating to the current condition of lease payments, and other evidence which a mortgagee may customarily require. The parties covenant and agree that this Lease shall not be recorded, but upon written request of Landlord or Tenant, a short form lease or memorandum of lease shall be prepared by Tenant describing the Premises, giving the Term and the name and address of Landlord and Tenant but containing no other terms or provisions of this Lease except as may be agreed upon by the parties, which shall be promptly executed, acknowledged and delivered by both parties. The short form lease or memorandum of lease may be recorded by either party, at the sole cost and expense of the party so recording.

19. **WAIVER:** The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or the exercise of any option herein contained shall not be construed as a waiver or relinquishment of such covenant or any other covenant or option. The receipt by Landlord of Rent with knowledge of any default by Tenant or any other action of Landlord shall not be deemed a waiver of such default. The acceptance by Landlord of any sum of Rent less than the sum provided for in this Lease shall not alter the rental terms hereof or absolve Tenant from its obligation to pay the Rent or any other charges or amounts due under this Lease, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due.

20. **ENTIRE AGREEMENT:** This Lease embodies the entire agreement between the parties hereto relative to use and occupancy of the Premises, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Lease by the parties hereto.

21. **NOTICES AND RENT PAYMENT:** Any notice required to be given by either party to the other shall be in writing and shall be deemed effective upon (a) actual delivery, if delivered by personal delivery, or (b) three (3) business days after deposit in United States registered or certified mail, postage prepaid, return receipt requested, or (c) one (1) day after deposit with an overnight courier service for next day delivery, with postage prepaid. Notices shall be addressed to the respective parties at the following addresses:

Landlord: **Redemption**  
 Attn: Greg Smith  
 175 Nortech Parkway  
 San Jose, CA 95134

*With a copy to:* **Asiatico & Associates, PLLC**  
 Attn: Brooke Asiatico  
 5850 Granite Parkway, Suite 900  
 Plano, TX 75024

Tenant: **The Relentless Church**  
 Attn: Travis Hayes  
 635 Haywood Road  
 Greenville, SC 29607

*With a copy to:* **Smith Moore Leatherwood LLP**  
 Attn: William Swent  
 P.O. Box 87  
 Greenville, SC 29602

or such other addresses as either party hereafter designates to the other in writing as aforesaid. All payments of Rent hereunder shall be made by Tenant to Landlord as designated herein or at the above set forth address of Landlord.

22. **BINDING EFFECT:** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

23. **CONTROLLING LAW AND COUNTERPARTS:** This Lease shall be governed and construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles thereof. Several duplicate copies or independent signature pages of this Lease may be executed, any one or combination of which shall be deemed a complete original. Electronically transmitted copies of signatures shall be binding and enforceable to the same extent as so-called "wet-ink" originals.

24. **DISPUTE RESOLUTION:** Any controversy, claim, or dispute arising from or related to this Lease shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "**Rules**"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Lease and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

25. **CAPTIONS:** The captions herein used at the beginning of paragraphs or subparagraphs are solely for the purpose of assisting the reader and do not form a part of this Lease.

26. **TENANT'S COMPLIANCE WITH ENVIRONMENTAL LAWS:** Tenant shall comply with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant or any other person or entity. If Tenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Tenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Tenant results in any contamination of the Premises, or any portion thereof, Tenant shall promptly take all actions, at no cost or expense to Landlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Landlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

27. **SURRENDER OF PREMISES:** Tenant will deliver up and surrender possession of the Premises, building and any other improvements located on the Premises, to Landlord upon termination of this Lease (except by virtue of Option exercise and performance, in which case fee title and all possessory rights shall vest in Tenant), in original condition, reasonable wear and tear excepted. If Tenant fails to timely comply with the preceding sentence, then the Landlord shall have the right to cause any repairs to be performed, at Tenant's expense, and all such expenses so incurred by Landlord shall be paid by Tenant within ten (10) days of written notice thereof.

## 28. GRANT OF OPTION TO ACQUIRE:

a. Option to Purchase. Landlord hereby grants to Tenant the irrevocable option to acquire the Premises (the “**Option**”). Such Option shall endure and remain a valid entitlement of Tenant throughout the duration of the Term. The Option shall be exercisable only in accordance with the further provisions of this Lease, and the Option hereby granted shall afford Tenant the right to acquire the Premises only on the terms and conditions set forth herein.

b. Option Exercise. Tenant may exercise its Option at any time on or before the final Maturity Date described in the Loan Documents, or any extension or modification thereof, by delivering to Landlord (1) written notice of its election to pursue the Option (the “**Option Notice**”) and (2) evidence indicating Tenant’s ability to refinance in its own name and/or payoff the debt secured by the Mortgage or otherwise evidenced by the Loan Documents.

c. Option Consideration. As consideration for this Option to Purchase, the Tenant shall pay the Landlord a non-refundable fee of \$1,000.00 on or before the Commencement Date of this Lease. This amount will not be credited to the acquisition consideration at the closing.

d. Option Closing. If Tenant exercises the Option, the parties shall incorporate the provisions set forth on **Exhibit D** as the essential terms of a contract for acquisition of the Premises by Tenant (the “**Option Contract**”). Further, upon the execution of this Lease, Landlord shall deliver to, Smith Moore Leatherwood, LLP (as “**Escrow Agent**”) (at the notice address provided above the following fully executed conveyance documents: General Warranty Deed, tax and title affidavits reasonably required to effect transfer, a Lease Termination Agreement, and such other documents and instruments reasonably necessary to consummate the Option (collectively, the “**Conveyance Documents**”). The Escrow Agent shall hold the Conveyance Documents in escrow pending closing of the Option and authorization by Landlord to release the same for delivery to Tenant and subsequent recording.

e. Acquisition Consideration. The consideration for the Premises shall be the assumption and/or payoff of the Bond obligations and other debt obligations of the Loan Documents by Tenant.

f. Memorandum of Option. Within ten (10) days after the Effective Date of this Lease, the parties shall execute and record a memorandum of the Option (the “**Option Memorandum**”) in the Office of the Register of Deeds for Greenville County, South Carolina.

g. Right of Assignment. Tenant may not assign its option rights under this Lease, in whole or in part without first obtaining Landlord’s written consent. Said assignment shall be effective upon Landlord’s receipt of the fully executed written assignment agreement from Tenant; provided, however, that such assignment shall not

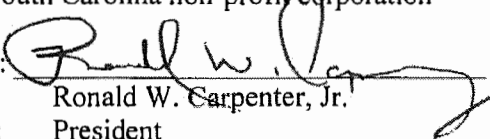
relieve Tenant of any then binding obligations arising under this Agreement. Notwithstanding the foregoing, Tenant shall be entitled to assign this Option in the context of closing, to an affiliated entity that is controlled by Tenant or by Tenant's principals, without Landlord's prior consent or approval, in which case, Landlord shall execute replacement Conveyance Documents in the name of such affiliate.

29. **PRIORITY OF CONTRACTS:** The rights and obligations of this Lease are intended to be undertaken in harmony with that certain Asset Transfer Agreement between the parties which shall provide for a more expansive acquisition of assets and succession of church operations by Tenant. To the extent of any conflict between this Lease and such subsequently accepted Asset Transfer Agreement, the Asset Transfer Agreement shall control. Furthermore, failure of the parties to agree and enter into such a mutually acceptable Asset Transfer Agreement on or before August 15, 2018 shall entitle Tenant to right to terminate this Lease and Option.

IN TESTIMONY WHEREOF, this Lease has been duly executed by the parties hereto and is effective as of the day and year first above written.

**LANDLORD:**

**REDEMPTION,**  
a South Carolina non-profit corporation

By: 

Ronald W. Carpenter, Jr.

Its: President

**TENANT:**

**THE RELENTLESS CHURCH,**  
a South Carolina non-profit corporation

By: \_\_\_\_\_

Travis Hayes

Its: Secretary & Treasurer

IN TESTIMONY WHEREOF, this Lease has been duly executed by the parties hereto and is effective as of the day and year first above written.

**LANDLORD:**

**REDEMPTION,**  
a South Carolina non-profit corporation

By: \_\_\_\_\_  
Ronald W. Carpenter, Jr.  
Its: President

**TENANT:**

**THE RELENTLESS CHURCH,**  
a South Carolina non-profit corporation

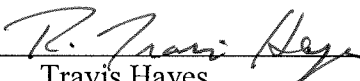
By:   
Travis Hayes  
Its: Secretary & Treasurer

**EXHIBIT A  
(LEGAL DESCRIPTION OF THE PREMISES)**

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, containing 17.062 acres, more or less, and being shown and designated as Tract 1 on summary plat prepared for Redemption World Outreach Center dated November 18, 2008, prepared by Site Design, Inc., and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1080 at page 69, reference to which is directed for a complete metes and bounds description thereof.

TMS No. 0284.00.02-002.07

This being a portion of the property conveyed to Redemption World Outreach Center by deed of Redemption Outreach Center, dated and recorded on June 20, 2002, in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 1999 at Page 668. Thereafter, Redemption World Outreach Center changed its name to Redemption as evidenced by that certain Restated Articles of Incorporation recorded at the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2522 at Page 5892.

**EXHIBIT B**  
**(Mortgage Debt Particulars)**

Mortgage Holder: Trust Management, Inc., a Texas trust company.

Principal Balance: See Schedule 1.

Monthly, Interest-Only Payment Amount: **\$69,994.00** (monthly sinking fund payment, covers principal, interest and fee payments, as they mature).

Last Bond Maturity Date: August 28, 2038

Lender Contact for Payoff:

Robert C. Finley  
Trust Management, Inc.  
901 Summit Avenue  
Fort Worth TX 76102  
Phone (817) 335-2933  
Cell (682) 429-3793  
[rfinley@tmico.com](mailto:rfinley@tmico.com)

Prepayment Penalty: There is no prepayment premium per se, but the trustee charges 0.1% of the face amount of bonds called to offset administrative expenses.

Additional Attachments: Bond maturities schedule, Schedule 1.

## Schedule 1

| Life in Years | Maturity Date | Compound Interest per 1,000 | Interest Rate (%) | Compound Principal | At Maturity | Principal  | Sample Bonds | Interest   | Total Interest and Principal | Outstanding Principal | Monthly Payment | Monthly Trustee Fee | Semi-Annual Interest Fee |
|---------------|---------------|-----------------------------|-------------------|--------------------|-------------|------------|--------------|------------|------------------------------|-----------------------|-----------------|---------------------|--------------------------|
| 0.5           | 08/28/14      | \$                          | 3.00              | \$                 | \$          | \$         | \$           | \$         | \$                           | \$10,250,000.00       | \$              | \$                  | \$                       |
| 1.0           | 08/28/14      | 30.23                       | 3.00              | 199,866.10         | 199,866.10  | 199,866.10 | 199,866.10   | 199,866.10 | 199,866.10                   | \$9,859,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 1.5           | 08/28/15      | 66.68                       | 3.00              | 191,000.00         | 191,000.00  | 191,000.00 | 191,000.00   | 191,000.00 | 191,000.00                   | \$9,664,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 2.0           | 08/28/15      | 66.68                       | 3.25              | 187,250.00         | 187,250.00  | 187,250.00 | 187,250.00   | 187,250.00 | 187,250.00                   | \$9,481,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 2.5           | 08/28/16      | -                           | 3.25              | -                  | -           | -          | -            | -          | -                            | \$9,282,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 3.0           | 08/28/16      | -                           | 3.25              | -                  | -           | -          | -            | -          | -                            | \$9,097,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 3.5           | 08/28/17      | 148.83                      | 3.50              | 179,730.00         | 179,730.00  | 179,730.00 | 179,730.00   | 179,730.00 | 179,730.00                   | \$8,895,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 4.0           | 08/28/17      | -                           | 3.75              | -                  | -           | -          | -            | -          | -                            | \$8,715,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 4.5           | 08/28/18      | -                           | 4.00              | -                  | -           | -          | -            | -          | -                            | \$8,509,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 5.0           | 08/28/18      | -                           | 4.00              | -                  | -           | -          | -            | -          | -                            | \$8,336,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 5.5           | 08/28/19      | -                           | 4.25              | -                  | -           | -          | -            | -          | -                            | \$8,135,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 6.0           | 08/28/19      | 287.02                      | 4.25              | 166,730.00         | 166,730.00  | 166,730.00 | 166,730.00   | 166,730.00 | 166,730.00                   | \$7,959,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 6.5           | 08/28/20      | -                           | 4.25              | -                  | -           | -          | -            | -          | -                            | \$7,744,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 7.0           | 08/28/20      | -                           | 4.25              | -                  | -           | -          | -            | -          | -                            | \$7,581,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 7.5           | 08/28/21      | -                           | 4.75              | -                  | -           | -          | -            | -          | -                            | \$7,362,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 8.0           | 08/28/21      | 455.80                      | 4.75              | 154,250.00         | 154,250.00  | 154,250.00 | 154,250.00   | 154,250.00 | 154,250.00                   | \$7,208,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 8.5           | 08/28/22      | -                           | 4.75              | -                  | -           | -          | -            | -          | -                            | \$6,994,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 9.0           | 08/28/22      | -                           | 5.25              | -                  | -           | -          | -            | -          | -                            | \$6,840,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 9.5           | 08/28/23      | 579.03                      | 5.25              | 146,250.00         | 146,250.00  | 146,250.00 | 146,250.00   | 146,250.00 | 146,250.00                   | \$6,610,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 10.0          | 08/28/23      | -                           | 5.75              | -                  | -           | -          | -            | -          | -                            | \$6,430,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 10.5          | 08/28/24      | -                           | 5.75              | -                  | -           | -          | -            | -          | -                            | \$6,235,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 11.0          | 08/28/24      | -                           | 5.75              | -                  | -           | -          | -            | -          | -                            | \$6,103,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 11.5          | 08/28/25      | 974.41                      | 5.75              | 126,250.00         | 126,250.00  | 126,250.00 | 126,250.00   | 126,250.00 | 126,250.00                   | \$5,973,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 12.0          | 08/28/25      | -                           | 6.25              | -                  | -           | -          | -            | -          | -                            | \$5,735,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 12.5          | 08/28/26      | 1,225.68                    | 6.25              | 115,500.00         | 115,500.00  | 115,500.00 | 115,500.00   | 115,500.00 | 115,500.00                   | \$5,547,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 13.0          | 08/28/26      | -                           | 6.25              | -                  | -           | -          | -            | -          | -                            | \$5,371,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 13.5          | 08/28/27      | 1,366.96                    | 6.25              | 111,730.00         | 111,730.00  | 111,730.00 | 111,730.00   | 111,730.00 | 111,730.00                   | \$5,203,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 14.0          | 08/28/27      | -                           | 6.25              | -                  | -           | -          | -            | -          | -                            | \$5,049,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 14.5          | 08/28/28      | -                           | 6.25              | -                  | -           | -          | -            | -          | -                            | \$4,739,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 15.0          | 08/28/28      | -                           | 6.25              | -                  | -           | -          | -            | -          | -                            | \$4,610,750.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 15.5          | 08/28/29      | 1,782.80                    | 6.50              | 101,250.00         | 101,250.00  | 101,250.00 | 101,250.00   | 101,250.00 | 101,250.00                   | \$4,438,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 16.0          | 08/28/29      | -                           | 6.50              | -                  | -           | -          | -            | -          | -                            | \$4,285,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 16.5          | 08/28/30      | -                           | 6.50              | -                  | -           | -          | -            | -          | -                            | \$4,149,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 17.0          | 08/28/30      | -                           | 6.75              | -                  | -           | -          | -            | -          | -                            | \$4,009,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 17.5          | 08/28/31      | -                           | 6.75              | -                  | -           | -          | -            | -          | -                            | \$3,881,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 18.0          | 08/28/31      | 2,450.27                    | 7.00              | 87,250.00          | 87,250.00   | 87,250.00  | 87,250.00    | 87,250.00  | 87,250.00                    | \$3,700,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 18.5          | 08/28/32      | -                           | 7.00              | -                  | -           | -          | -            | -          | -                            | \$3,550,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 19.0          | 08/28/32      | 2,506.01                    | 7.00              | 84,250.00          | 84,250.00   | 84,250.00  | 84,250.00    | 84,250.00  | 84,250.00                    | \$3,381,100.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 19.5          | 08/28/33      | -                           | 7.00              | -                  | -           | -          | -            | -          | -                            | \$3,207,500.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 20.0          | 08/28/33      | 1,155.10                    | 7.25              | 77,500.00          | 77,500.00   | 77,500.00  | 77,500.00    | 77,500.00  | 77,500.00                    | \$3,030,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 20.5          | 08/28/34      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,870,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 21.0          | 08/28/34      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,733,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 21.5          | 08/28/35      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,609,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 22.0          | 08/28/35      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,496,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 22.5          | 08/28/36      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,385,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 23.0          | 08/28/36      | -                           | 7.25              | -                  | -           | -          | -            | -          | -                            | \$2,275,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 23.5          | 08/28/37      | -                           | 7.50              | -                  | -           | -          | -            | -          | -                            | \$2,166,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 24.0          | 08/28/37      | -                           | 7.50              | -                  | -           | -          | -            | -          | -                            | \$2,059,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 24.5          | 08/28/38      | -                           | 7.50              | -                  | -           | -          | -            | -          | -                            | \$1,953,250.00        | \$6,994.00      | \$20.00             | \$4,920.00               |
| 25.0          | 08/28/38      | -                           | 7.50              | -                  | -           | -          | -            | -          | -                            | \$1,849,000.00        | \$6,994.00      | \$20.00             | \$4,920.00               |

**EXHIBIT C  
(TITLE COMMITMENT)**

**EXHIBIT D**  
**(ESSENTIAL TERMS OF THE OPTION CONTRACT)**

The parties hereby agree that the following terms and provisions shall be the essential terms of the contract for the Option:

1. Option Effective Date: same date as Lease Effective Date.
2. Acquisition Consideration: The assumption of obligations set forth in the Loan Documents (subject to the prohibition on any further loan advances or modifications following the Effective Date) and payoff of the Bonds, Mortgage and Loan Document obligations by Tenant.
3. Earnest Money: None.
4. Inspection Period: 60 days after the Option Notice date.
5. Closing Date: 30 days after the expiration of the Inspection Period.
6. Access and Inspection Rights: Given Tenant's rights of occupancy under the Lease, there is no need to further address rights of access and physical conditions inspections. Tenant's leasehold adequately vests in Tenant the requisite inspection privileges.
7. Title, Environmental and Survey Objections:
  - a. Survey. During the Inspection Period, Tenant may, at Tenant's sole cost and expense, cause an accurate survey (the "Survey") to be made of the Premises by a licensed South Carolina surveyor. In the event that the legal description for the Premises, based upon the Survey, is different from that contained in Landlord's vesting deeds, Landlord will convey the Property in accord therewith and will also convey the Premises to Tenant pursuant to a Quitclaim Deed containing a legal description based upon the Survey.
  - b. Title Examination. Tenant shall, at Tenant's expense, obtain from a title insurance company selected by Tenant (the "Title Company"), an owner's title insurance commitment (the "Commitment") together with legible copies of all matters referred to therein as exceptions to title. On or before the end of the Inspection Period, Tenant shall deliver to Landlord a statement of any reasonable objections to Landlord's title to the Property and any objections as to matters disclosed by the Survey, and Landlord shall have a reasonable time after Landlord's receipt of such statement (not to exceed twenty (20) days) within which to cure any such objections unless such objections cannot be cured within 20 days, in which case Landlord shall have a reasonable amount of time. Landlord shall use commercially reasonable efforts to cure such objections. In the event that Landlord fails to cure such objections within such twenty (20) days or the said reasonable period, then Tenant shall elect, by written notice to Landlord, to either (i) terminate this Option, and thereafter the Option shall be null and void and of no further force or effect with neither Tenant nor Landlord having any further rights, duties, liabilities or obligations to the other by reason hereof, or (ii) waive such objections and consummate the transaction contemplated herein without adjustment of consideration. If Tenant does not provide Landlord written notice of Tenant's election as above provided, then Tenant shall be deemed to have elected to terminate the Option as provided in the aforesaid item (i).

- c. Environmental Matters. Closing under this Contract is contingent upon Tenant obtaining a satisfactory Phase One Environmental Site Assessment of the Premises (the "Phase One") from a qualified and licensed environmental engineer of Tenant's choosing. Tenant shall obtain such Phase One at its sole expense during the Inspection Period. Additionally, if, at any time prior to Option closing, Tenant receives any information reflecting adverse environmental matters occurring on the Property, the Option may be terminated at Tenant's election, and the parties shall have no further rights or obligations to each other hereunder.
8. Apportionments. At Closing of the Option, Tenant shall pay the cost of the title examination and owner's title insurance policy premium, the cost of the Survey, the recording fees to record the Warranty Deed and Quitclaim Deed, if applicable, the South Carolina transfer tax incident to release and recording of the Warranty Deed, all recording fees to record any modifications to the Mortgage or Loan Documents required by Landlord's lender, and all expenses incident to any financing obtained by Tenant in connection with the transaction contemplated in this Agreement. Landlord and Tenant will each pay their own attorneys' fees and any other costs herein specified to be paid by either of them. Tenant will pay for all of its due diligence tests with respect to the Property.
9. Remedies.
- a. In the event that Tenant defaults on the Option, Landlord shall be entitled to terminate the Option or the Lease and Option, and Landlord shall also be entitled to pursue any legal and equitable rights and remedies, including pursuing an action for damages or injunctive relief or specific performance. Further, in addition to any other remedies available to Landlord, in the event Tenant defaults on the Option, Landlord shall be entitled to exercise the remedy set forth in Section 17(c) of the Lease.
  - a. In the event that Landlord defaults on the Option, Tenant shall be entitled to terminate the Option or the Lease and Option, and Tenant shall also be entitled to pursue any legal and equitable rights and remedies, including pursuing an action for damages or injunctive relief or specific performance.

# EXHIBIT D

GRANTEE'S ADDRESS: 635 Haywood Road, Greenville, SC 29607

STATE OF SOUTH CAROLINA    )  
                                                  )  
COUNTY OF GREENVILLE    )

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **UPPER SOUTH CAROLINA CONFERENCE OF THE PENTECOSTAL HOLINESS CHURCH, INC.**, a South Carolina nonprofit corporation ("Grantor"), for and in consideration of Ten and No/100ths (\$10.00) Dollars, has granted, bargained, remised, released and quitclaimed, and by these presents does grant, bargain, remise, release and quitclaim unto **REDEMPTION**, a South Carolina nonprofit corporation ("Grantee") and its successors and assigns, all Grantor's right, title and interest in and to the following described properties:

See the attached and incorporated Exhibit A hereto for a complete metes and bounds description of the subject properties (collectively, hereinafter the "Property").

The said Property is quitclaimed or conveyed subject to all easements, encumbrances, restrictive covenants and rights of way of record; those easements, encumbrances and rights of way actually existing on the ground and affecting the said Property; such matters as would be revealed by a current survey and inspection of the Property; and any applicable building and zoning laws and ordinances.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances of the Property, or in any wise incident or appertaining thereto,

TO HAVE AND TO HOLD all and singular the Property before mentioned unto the Grantee, and the Grantee's heirs, successors and assigns, forever.

FURTHERMORE, Reference is hereby made to that certain International Pentecostal Holiness Church Manual 2013-2017 (the "Manual"), as adopted by the 27<sup>th</sup> General Conference of the International Pentecostal Holiness Church. In addition to setting out the general Articles of Faith for the International Pentecostal Holiness Church (as a denomination, the "IPHC"), such Manual establishes a system of property rights and hierarchical governance in the episcopal form. This quitclaim deed is intended to unequivocally quiet title and to dispel and eliminate any claims of denominational property rights or interests deriving from Redemption's actual or alleged affiliation with IPHC, pastoral credentialing, family relationships, tithing history, corporate action, lending transactions or otherwise.

WITNESS the Grantor's hand and seal to this Deed as of the 11<sup>th</sup> day of December, 2018.

SIGNED, sealed and delivered  
in the presence of:

Grantor:  
Upper South Carolina Conference of the  
Pentecostal Holiness Church, Inc.

W. Amy Fowler  
witness 1

By: Bishop Ray S. Boggs  
Bishop Ray S. Boggs

Lynna Jones  
witness 2

STATE OF OKLAHOMA )

COUNTY OF Oklahoma )

# ACKNOWLEDGMENT

I, Lynna Jones, a notary public for said County and State, do hereby certify that Bishop Ray S. Boggs personally appeared before me this date and acknowledged the execution the foregoing instrument to be his free and voluntary act on behalf of Upper South Carolina Conference of the Pentecostal Holiness Church, Inc. with the due and valid authority vested in him as an officer of the said Conference.

WITNESS my hand and notarial seal this 11 day of December, 2018.

Lynna Jones  
Notary Public for the State of Oklahoma  
My Commission Expires: 3/31/2022



Affix Notarial Seal:

# EXHIBIT E

Grantee's Address: 635 Haywood Road  
Greenville, SC 29607

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

# TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Redemption, formerly known as Redemption World Outreach Center**, a South Carolina nonprofit corporation ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **The Relentless Church**, a South Carolina religious nonprofit corporation ("Grantee"), and its successors and assigns, forever, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, South Carolina, being more fully and particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference.

T.M.S. No. 0284.00.02-002.06

Said premises are conveyed subject to all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee and the Grantee's successors and assigns, against the Grantor and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer this 30<sup>th</sup> day of May, 2018.

SIGNED, sealed and delivered  
in the presence of:

[Signature]  
Witness 1  
[Signature]  
Witness 2

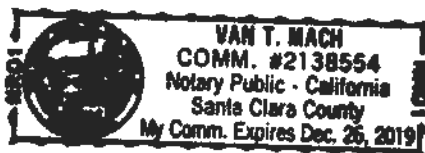
**Redemption**  
**f/k/a Redemption World Outreach Center,**  
a South Carolina nonprofit corporation  
[Signature] (SEAL)  
By: Ronald W. Carpenter, Jr.  
Its: President

STATE OF CALIFORNIA )  
 )  
COUNTY OF SANTA CLARA )

#### ACKNOWLEDGMENT

I, VAN T. MACH, a Notary Public for State of CALIFORNIA, do hereby certify that Ronald W. Carpenter, Jr. personally came before me this day and acknowledged that he is the President of Redemption, the Grantor herein, (the "Company") and that he, being authorized to do so, executed the foregoing document on behalf of the Company.

Witness my hand and seal this 30<sup>th</sup> day of May, 2018.



[Signature] (SEAL)  
Notary Public  
My commission expires: DEC 26<sup>th</sup>, 2019

## EXHIBIT A

Parcel 1:

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, containing 1.71 acres, more or less, and being shown and designated as Tract 2A on Summary Plat for Redemption World Outreach Center prepared by Site Design, Inc., dated November 18, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1080 at page 69; which plat is incorporated herein by reference and made a part of this description.

This being a portion of the property conveyed to Redemption World Outreach Center by deed of Finn Properties, LLC, dated November 14, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2347 at Page 94. Thereafter, Redemption World Outreach Center changed its name to Redemption as evidenced by that certain Restated Articles of Incorporation recorded at the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2522 at Page 5892.

Parcel 2:

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, containing 2.806 acres, more or less, and being shown and designated as Tract 2B on Summary Plat for Redemption World Outreach Center prepared by Site Design, Inc., dated November 18, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1080 at page 69; which plat is incorporated herein by reference and made a part of this description.

This being a portion of the property conveyed to Redemption World Outreach Center by deed of Redemption Outreach Center, recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 1999 at Page 668 on June 20, 2002, and a portion of the property conveyed to Redemption Outreach Center by deed of Bernice Byrd Henderson, James Byrd and Nelson Byrd, Jr., recorded in Book 1928 at Page 973 on October 16, 2000. Thereafter, Redemption World Outreach Center changed its name to Redemption as evidenced by that certain Restated Articles of Incorporation recorded at the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2522 at Page 5892.

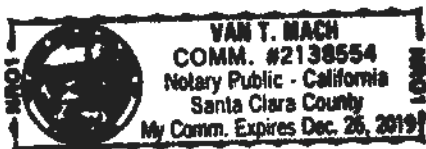
STATE OF SOUTH CAROLINA                    )  
COUNTY OF GREENVILLE                    )

The undersigned being first duly sworn, deposes and says on oath as follows:

1. Redemption, formerly known as Redemption World Outreach Center, a South Carolina nonprofit corporation ("Grantor") hereby attests that it transferred or is transferring the property located 80 Byrdland Drive, Greenville, SC bearing Greenville County Tax Map Number 0284.00.02-002.06 (the "Property") to The Relentless Church, a South Carolina nonprofit corporation ("Grantee").
2. Grantor hereby acknowledges and attests that the consideration for the conveyance of the Property is \$3,697,482.41, which represents the payoff of the debt obligations secured by the Property as evidenced in that certain Amended and Restated Promissory Note, by and between Grantor and The International Pentecostal Holiness Church Extension Loan Fund, Inc., dated October 30, 2017 and that certain Mortgage and Fixture Financing Statement, dated November 14, 2008, and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Mortgage Book 5010 at Page 778, as amended by that certain First Mortgage Modification Agreement recorded on December 4, 2009, in Mortgage Book 5064 at Page 3822, that certain Second Mortgage Modification Agreement recorded on November 13, 2012, in Mortgage Book 5186 at Page 5958, and that certain Third Mortgage Modification Agreement recorded on October 31, 2017, in Mortgage Book 5412 at Page 2431.

**Redemption**  
f/k/a **Redemption World Outreach Center,**  
a South Carolina nonprofit corporation

By: Ronald W. Carpenter, Jr.  
Its President



SWORN TO and subscribed before me  
this 30<sup>th</sup> day of May, 2018.

My Commission Expires: DEC. 26<sup>th</sup> 2019

VAN T. MACH  
Notary Public

STATE OF SOUTH CAROLINA                 )  
                                                                ) AFFIDAVIT FOR TAXABLE OR EXEMPT  
COUNTY OF GREENVILLE                 ) TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 80 Byrdland Drive, Greenville, SC bearing Greenville County Tax Map Number 0284.00.02-002.06 was transferred by Redemption to The Relentless Church on \_\_\_\_\_, 2018.
3. Check one of the following: The deed is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit):

(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$\_\_\_\_\_
- (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-

140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ \_\_\_\_\_
- (b) Place the amount listed in item 5 above here \$ 0.00  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ \_\_\_\_\_.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

\_\_\_\_\_  
\_\_\_\_\_(SEAL)  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_  
Notary (printed name): \_\_\_\_\_

#### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value"

means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39.
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership, whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

|                                        |   |                              |
|----------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                | ) | IN THE COURT OF COMMON PLEAS |
|                                        | ) |                              |
| COUNTY OF GREENVILLE                   | ) | C A. NO.: 2020-CP-23-00012   |
|                                        | ) |                              |
| Redemption,                            | ) |                              |
|                                        | ) |                              |
| Plaintiff,                             | ) |                              |
|                                        | ) |                              |
| vs.                                    | ) | <b>PLAINTIFF'S REPLY TO</b>  |
|                                        | ) | <b>DEFENDANT/THIRD-PARTY</b> |
| The Relentless Church,                 | ) | <b>PLAINTIFF'S AMENDED</b>   |
|                                        | ) | <b>COUNTERCLAIM</b>          |
| Defendant/Third-Party Plaintiff,       | ) |                              |
|                                        | ) |                              |
| vs.                                    | ) |                              |
|                                        | ) |                              |
| Ron Carpenter and Hope Carpenter, John | ) |                              |
| Doe and Jane Doe,                      | ) |                              |
|                                        | ) |                              |
| Third-Party Defendant.                 | ) |                              |
| _____                                  | ) |                              |

The Plaintiff Redemption responds to the Counterclaim of the Defendant/Third-Party Plaintiff The Relentless Church ("Relentless") as follows:

**FOR A FIRST DEFENSE**

1. All allegations not expressly admitted, modified, or explained are denied, and strict proof demanded thereof.
2. Paragraphs 1-37 of the Relentless responsive pleading do not attempt to state a claim against Redemption and require no response. To the extent any response is required, those allegations are denied.
3. Paragraph 38 sets forth no allegation of fact and requires no response.
4. Paragraph 39 is admitted.
5. Paragraph 40 is admitted.

6. Answering Paragraph 41, Redemption admits that personal jurisdiction is appropriate in South Carolina. Redemption denies that any contract other than the Transition Agreement was validly formed. Redemption denies any tortious conduct occurred or was directed at South Carolina residents.

7. Paragraph 42 is denied.

8. Paragraph 43 is admitted.

9. Answering Paragraph 44, Redemption admits that in the fall of 2017, Ron Carpenter felt led by God to move to California. Redemption further admits Ron Carpenter felt led by God to call John Gray and offer Gray the opportunity to take over the Redemption ministry in South Carolina. Redemption admits that Ron Carpenter did offer this opportunity to one other pastor before calling Gray but denies that Ron Carpenter offered this opportunity to two other pastors before calling Gray. Redemption is without information as to the remaining allegations contained in Paragraph 44, and therefore denies the same.

10. Answering Paragraph 45, Redemption admits that Ron Carpenter intended for Gray to take over the Redemption ministry in South Carolina, with a new name requested by Gray, with its incumbent responsibilities and liabilities in South Carolina, and with Gray's own staff and ministries. Redemption further admits that Ron Carpenter intended to retain the Redemption brand along with core staff members. Redemption is without information as to the remaining allegations contained in Paragraph 45, and therefore denies the same.

11. Answering Paragraph 46, Redemption admits Ron Carpenter did not intend to come back to Greenville. Redemption admits that Ron Carpenter intended for Gray to assume control of the Redemption ministry in Greenville. Redemption admits that Ron Carpenter told Gray the people loved Gray based on previous Gray visits to Redemption in Greenville, and that he

anticipated the congregation would remain with Redemption under the leadership of Gray. Redemption admits Ron Carpenter wanted the transition to take place on the same timeline as his anticipated move to California. Redemption is without information as to the remaining allegations contained in Paragraph 46, and therefore denies the same.

12. Answering Paragraph 47, Redemption admits Ron Carpenter hoped and anticipated the transition of Redemption to Gray's leadership would be simple. Redemption is without information as to the remaining allegations contained in Paragraph 47, and therefore denies the same.

13. Answering Paragraph 48, Redemption admits that Ron Carpenter said that when looking at the numbers for salvations, baptisms, and finances, Redemption had just had its best year yet. All other allegations in Paragraph 48 are denied.

14. Answering Paragraph 49, Redemption admits that a Transition Agreement was entered into on or about the date described therein. Redemption denies that the Transition Agreement contemplated a complete transfer of ownership or that Redemption would be a newly acquired ministry of Gray, as nonprofit, tax-exempt entities do not have owners. Redemption further denies that the Transition Agreement did not provide, assume, or imply that Gray would be responsible for any Redemption debt. Instead, under that agreement, Gray was to assume the role of Senior Pastor, President, and Chairman of the Boards of Redemption and The Imagine Center, and both entities would have retained their assets and remained responsible for their debts under Gray's leadership. Further, in that agreement, Gray acknowledged (a) that Redemption would provide notice of the proposed leadership change and name change to the lenders on the mortgage debt, which would remain with Redemption and The Imagine Center and (b) that the mortgage debt required certain regular payments.

15. Answering Paragraph 50, Redemption admits the Transition Agreement allowed Carpenter's ministry to maintain the intellectual property rights to the name Redemption to be used for a church to be formed in California and allowed Gray discretion to select new names for Redemption and The Imagine Center (collectively, the "GSC Ministries") in consultation with the boards of the GSC Ministries, so long as the new names were not confusingly similar to Redemption. Redemption further admits the Transition agreement allowed Gray to name new officers, directors, and employees. Redemption denies that The Relentless Church was "born" out of this arrangement, as the Transition Agreement did not contemplate Gray forming an entirely new entity but instead it required Gray to rename the existing GSC Ministries entities. All other allegations in Paragraph 50 are denied.

16. Answering Paragraph 51, Redemption admits Schedule C of the Transition Agreement states:

"The GSC Ministries currently own and will continue to own the following properties:

1. 635 Haywood Road, Greenville, South Carolina 29607 (which includes 74 Byrdland Drive)
  - a. Greenville County Parcel Number: 0284000200207
  - b. Mortgage Balance: \$8,715,250
  - c. Monthly Payment: \$69,994
  - d. Prepayment Penalty: 0.1% of the bonds called for redemption per prepayment date
2. 80 Byrdland Drive, Greenville, South Carolina 29607
  - a. Greenville County Parcel Number: 0284000200206
  - b. Mortgage Balance: \$3,720,649.48
  - c. Monthly Interest-Only Payment: \$18,603.25 (6% of outstanding principal)
  - d. Annual Principal Payment: \$500,000
  - e. Prepayment Penalty: N/A
3. 64 Deborah Lane, Greenville, South Carolina 29611
  - a. Greenville County Parcel Number: B002030500500
  - b. 2017 Greenville County Valuation: \$5,940
  - c. No Mortgage"

Redemption again denies that the GSC Ministries are or were ever “under Gray’s ownership.” Rather, as nonprofit entities, the GSC Ministries entities were to be under the leadership of Gray. All other allegations in Paragraph 51 are denied.

17. Answering Paragraph 52, Redemption admits the International Pentecostal Holiness Church (“IPHC”) claimed it had an ownership interest in Redemption’s real property, which Redemption disputed. All other allegations in Paragraph 52 are denied.

18. Answering Paragraph 53, Redemption denies Gray was not told of the claim by IPHC. Gray and his counsel, Tom Winters, were made aware by Redemption of the claim by IPHC. All other allegations in Paragraph 53 are denied.

19. Redemption is without information as to the allegations contained in Paragraph 54, and therefore denies the same.

20. Answering Paragraph 55, Redemption admits Travis Hayes had been employed by Redemption in a variety of roles over time but is without information as to the remaining allegations in Paragraph 55 and therefore denies the same.

21. Paragraph 56 is denied.

22. Answering Paragraph 57, Redemption admits Ron Carpenter began preaching 1 to 2 weekends a month in California beginning in February 2018 and requested that Gray begin visiting the Greenville Campus 1 to 2 weekends a month to preach at the Greenville Campus during this same time period, but Redemption denies that Gray was forced to move months earlier than originally anticipated. Redemption is without information as to the remaining allegations in Paragraph 57 and therefore denies the same.

23. Redemption is without information as to the allegations contained in Paragraph 58 and therefore denies the same.

24. Answering Paragraph 59, Redemption admits that the parties began negotiating an asset transfer agreement, but denies all other allegations contained in Paragraph 59.

25. Answering Paragraphs 60 and 61, Redemption admits it received a letter from International Pentecostal Holiness Extension Loan Fund, Inc. (“IPHC ELF”) requesting the current loans be paid in full prior to May 13, 2018, but denies all other allegations contained in Paragraphs 60 and 61.

26. Paragraph 62 is denied. Further, Redemption specifically denies that the March 7, 2018 correspondence from the IPHC to Redemption was withheld from Gray or Relentless. The March 7, 2018 correspondence from the IPHC was sent directly to Relentless’s counsel, William Swent.

27. Redemption is without information as to the allegations contained in Paragraph 63 and therefore denies the same.

28. Answering Paragraph 64, Redemption denies it was not able to perform the terms of the Transition Agreement. Redemption is without information as to all other allegations in Paragraph 64 and therefore denies the same.

29. Answering Paragraph 65, Redemption denies the proposed Asset Transfer Agreement “memorialize[s] Relentless’ ownership of the main church auditorium buildings and other administration buildings, [and] The Imagine Center. Redemption is without information as to the remaining allegations contained in Paragraph 65 and therefore denies the same.

30. Paragraphs 66 through 69 are denied.

31. Answering Paragraph 70, Redemption admits that paragraph 5, subsection b of the proposed lease for The Imagine Center, titled “Base Rent” states: “Tenant agrees to assume Landlord’s payment obligations under the Promissory Note, the Mortgage and any ancillary and

related loan or security instruments held by IPHC ELF (collectively, the “Loan Documents”) by making monthly payments of interest **and annual payments of principal** directly to IPHC ELF as more fully set forth in the Promissory Note (such payment obligations, collectively, the “Base Rent”). The payment and general debt particulars in respect of the Loan Documents are set forth on the attached and incorporated Exhibit B hereto.” (Emphasis added.) Redemption further admits that Exhibit B to the proposed TIC Lease states the monthly, interest-only payment amount is \$18,603.25, but then notes “this amount adjusts with each annual principal payment.” Redemption denies all other allegations in Paragraph 70.

32. Answering Paragraph 71, Redemption denies that the proposed lease for the Sanctuary required a Base Rent payment of \$64,994.00 per month. Redemption admits that paragraph 5, subsection b of the proposed lease for the Sanctuary, titled “Base Rent” states: “Tenant agrees to assume Landlord’s payment obligations under the Trust Indenture, Mortgage and any ancillary and related loan or security instruments held by Trust Management (collectively, the “Loan Documents”) by making monthly “sinking fund” payments directly to Trust Management as more fully set forth in the Trust Indenture (such payment obligations, collectively, the “Base Rent”).” Redemption further admits that Exhibit B to the proposed Sanctuary Lease states the monthly payment amount is \$69,994.00 and notes the “monthly sinking fund payment covers principal, interest and fee payments, as they mature.” Redemption denies all other allegations in Paragraph 71.

33. Answering Paragraph 72, Redemption admits both proposed leases referenced the existence of the ATA. Redemption further admits the final paragraph of both proposed leases state in part: “The rights and obligations of this Lease are intended to be undertaken in harmony with that certain Asset Transfer Agreement between the parties which shall provide for a more

expansive acquisition of assets and succession of church operations by Tenant. To the extent any conflict between this Lease and such subsequently accepted Asset Transfer Agreement, the Asset Transfer Agreement shall control.” Redemption denies all other allegations in Paragraph 72.

34. Redemption is without information as to the allegations contained in Paragraph 73 and therefore denies the same.

35. Paragraphs 74 through 81 are denied.

36. Answering Paragraph 82, Redemption admits that, for a period of time, it intended for John Gray to assume leadership control of the Greenville entities and their assets and liabilities, and later, when John Gray notified Redemption he would not go through with the Transition Agreement, Redemption attempted to negotiate an agreement to transfer personal property to The Relentless Church and lease real property to The Relentless Church. Redemption further admits it entrusted John Gray and Relentless with its assets to continue ministry operations at the Greenville Campus. Redemption denies that any agreement between the parties gave Relentless or Gray immediate ownership of the real property housing the sanctuary, the administration buildings, or The Imagine Center. Redemption is without information as to the remaining allegations contained in Paragraph 82, and therefore denies the same.

37. Paragraph 83 is denied.

38. Answering Paragraph 84, Redemption admits after Relentless failed to pay the \$500,000 annual principal payment due to the IPHC ELF on October 30, 2018 and after IPHC ELF sent Redemption notice of its intention to foreclose on November 6, 2018, a Redemption-related entity obtained financing to pay off the IPHC ELF loan using collateral in California. Redemption denies all other allegations in Paragraph 84.

39. Answering Paragraph 85, Redemption admits IPHC ELF recorded mortgage satisfactions in Redemption's favor but denies all other allegations in Paragraph 85.

40. Paragraphs 86 through 87 are denied.

41. Answering Paragraph 88, Redemption admits that Relentless paid \$41,902 as monthly rent for The Imagine Center from February 2019 – November 2019. Redemption is without information as to the remaining allegations contained in Paragraph 88, and therefore denies the same.

42. Paragraph 89 is denied.

43. Redemption is without information as to the allegations contained in Paragraphs 90 through 92, and therefore denies the same.

44. Answering Paragraph 93, Redemption denies its satisfaction of the IPHC ELF loan resulted in the transfer of legal title of The Imagine Center property to Gray and Relentless. Redemption is without information as to the remaining allegations contained in Paragraph 93, and therefore denies the same.

45. Paragraphs 94 through 96 are denied.

46. Redemption is without information as to the allegations contained in Paragraph 97, and therefore denies the same.

47. Answering Paragraph 98, Redemption denies that any alleged action taken by Hayes was at the request and direction of the Carpenters, denies that Hayes started using or uses a RonCarpenter.com email address, and denies Hayes applied for a carrying license under Redemption San Jose. Redemption is without information as to the remaining allegations contained in Paragraph 98, and therefore denies the same.

48. Answering Paragraph 99, Redemption denies that Hayes was a Redemption employee at any time after resigning his position with Relentless. Redemption is without information as to the remaining allegations contained in Paragraph 99, and therefore denies the same.

49. Redemption is without information as to the allegations contained in Paragraph 100, and therefore denies the same.

50. Answering Paragraph 101, Redemption admits its counsel wrote a letter to IPHC explaining that under the terms of the Transition Agreement, which was executed by the parties in December 2017 and was the current understanding of the relationship between the parties at the time, "... there are currently no plans to convey any property of Redemption Greenville to John Gray's ministry or any other party. Instead, John Gray will be installed as the new Senior Pastor and President of the Redemption Greenville entity, and the property owned by Redemption Greenville will, of course, continue to be owned by Redemption Greenville [under Gray's leadership]." Redemption denies all remaining allegations contained in Paragraph 101.

51. Redemption is without information as to the allegations contained in Paragraph 102, and therefore denies the same.

52. Paragraph 103 is denied.

53. Answering Paragraph 104, Redemption admits it sent Relentless a letter dated November 27, 2019 entitled "30-Day Notice of Termination of Non-Residential Month-to-Month Lease." All remaining allegations in Paragraph 104 are denied.

54. Paragraph 105 is denied.

55. Answering Paragraph 106, Redemption admits Mrs. Carpenter sent one private direct message via Facebook Messenger to a person she considered to be a friend that included the

statements listed in (a)-(c) of Paragraph 106. Redemption denies all other allegations contained in Paragraph 106.

56. Answering Paragraph 107, Redemption admits Mrs. Carpenter wrote “we will be taking our church back” in the same one private direct message via Facebook Messenger to a person she considered to be a friend.

57. Paragraph 108 is denied.

58. Answering Paragraph 109, Redemption admits in January 2020 Ron and Hope Carpenter led a vision-casting meeting to outline Redemption’s plans to return to Greenville at the Thornblade Club in Greer, South Carolina. Redemption admits some of the people invited to this meeting were former Redemption members. All other allegations in Paragraph 69 are denied.

59. Answering Paragraph 110, Redemption denies that the Carpenters and staff at Redemption/Jubilee Church knew Relentless Church offices were closed on Fridays. Redemption is without information as to the remaining allegations of Paragraph 110, and therefore denies the same.

60. Paragraph 111 is admitted, but the e-mail also included the following concluding sentence: “They also stated the accounts were currently past due in the amount of \$17,000+.”

61. Answering Paragraph 112, Redemption denies allegations that Relentless and/or Melissa Graham did not know that the Duke Power account was in Redemption’s name as Relentless received monthly bills from Duke Power showing the account to be in Redemption’s name. Redemption is without information as to the remaining allegations of Paragraph 112, and therefore denies same.

62. Paragraph 113 is denied.

63. Answering Paragraph 114, Redemption admits that Relentless requested meetings with Redemption representatives, but all other allegations set forth therein are denied.

64. Paragraph 115 is denied.

65. Answering Paragraph 116, Redemption admits that at one time, Redemption intended to transfer leadership of the church to John Gray and later, alternatively, certain assets to Relentless. Redemption is without information as to the remaining allegations in Paragraph 116 and therefore denies same.

66. Answering Paragraph 117, Redemption denies it represented the Greenville campus was self-supporting. Redemption admits Ronald W. Carpenter, Jr. Ministries, Inc. helped support the Greenville campus operations, just as most ministers would expect John Gray Ministries to help support Relentless. Redemption is without information as to the remaining allegations in Paragraph 117, and therefore denies the same.

67. Paragraph 118 is denied.

68. Answering Paragraph 119, Redemption denies allegations the Carpenters have been audited by the IRS and allegations the Carpenters used retirement funds to pay back taxes. Redemption further denies allegations the Carpenters owned or sold a house on Lake Keowee and allegations that funds from the alleged sale of that property were used to pay back taxes. Redemption is without information as to the remaining allegations in Paragraph 119, and therefore denies the same.

69. Paragraph 120 is denied.

70. Answering Paragraph 121, Redemption incorporates its other responses set forth herein.

71. Paragraph 122 is admitted.

72. Answering Paragraph 123, Redemption would refer to the document for its terms.

73. Redemption is without information as to the allegations of Paragraph 124, and therefore denies same.

74. Paragraphs 125 through 127 are denied.

75. Answering Paragraph 128, Redemption incorporates its other responses set forth herein.

76. Paragraph 129 sets forth no fact requiring a response. To the extent any response is required, that paragraph is denied.

77. Answering Paragraph 130, Redemption denies the allegations it unambiguously promised the transition to Gray's leadership would be seamless and the allegations that there were no financial or legal issues to preclude either Gray's appointment or the transition of the Properties' ownership to the new church Gray would lead. Redemption would refer to the Transition Agreement for its terms. Additionally, after Gray insisted on negotiating the asset transfer agreement in place of the Transition Agreement, Redemption denies the allegations it unambiguously promised Gray would be appointed Senior Pastor, President, and Chairman of the Boards of Redemption and The Imagine Center in May 2018.

78. Paragraphs 131 through 134 are denied.

79. Answering Paragraph 135, Redemption incorporates its other responses set forth herein.

80. Paragraph 136 is denied.

81. Answering Paragraph 137, Redemption would refer to the alleged documents for their terms; however, Redemption denies any lease agreements were formed and therefore denies that Redemption was required to lease any property to Relentless under such terms.

82. Paragraphs 138 through 142 are denied.

83. Paragraphs 143 through 147 do not purport to state any claim against Redemption and therefore require no response by Redemption. To the extent any response is required, those allegations are denied.

84. Answering Paragraph 148 through 151, Redemption incorporates its other responses set forth herein.

85. Paragraphs 152 through 155 are denied.

86. Answering Paragraph 156, Redemption incorporates its other responses set forth herein.

87. Paragraph 157 is denied.

88. So much of Paragraph 158 is admitted as alleges entry into the Transition Agreement. Redemption would refer to the document for its terms; however, Redemption denies Gray was to become the lawful owner of certain assets of Redemption.

89. Paragraph 159 is denied.

90. Answering Paragraphs 160 and 161, Redemption would refer to the alleged documents for their terms; however, Redemption expressly denies that the alleged agreements were ever entered into.

91. Paragraphs 162 and 163 are denied.

92. Answering Paragraph 164, Redemption admits placing executed documents into escrow pursuant to a written escrow agreement, under which the escrow agent, William Swent, was required not to release those documents as effective until certain contingencies were met and notices given. Those documents, including the executed Leases and deeds of transfer, have been provided to Relentless despite the fact that the contingencies in question were not met nor notices

given, in violation of the escrow agreement. The documents referenced in said paragraph thus are not valid or enforceable agreements.

93. Answering Paragraph 165, Redemption admits that it has sought to eject Relentless from the Greenville Campus. All other allegations of said paragraph are denied.

94. Paragraphs 166 and 167 are denied.

95. Answering Paragraph 168, Redemption incorporates its other responses set forth herein.

96. Paragraph 169 sets forth a legal conclusion to which no response is required.

97. So much of Paragraph 170 is admitted as alleges entry into the Transition Agreement. Redemption would refer to the document for its terms; however, Redemption specifically denies that the Transition Agreement contemplated a transfer of ownership of any property to Gray or Relentless. Instead, Gray was to assume the leadership of the Redemption and The Imagine Center entities, which would retain ownership of their properties.

98. Paragraphs 171 through 173 are denied.

99. So much of Paragraph 174 is admitted as alleges that Redemption contends the ATA and Lease Agreements are not valid, enforceable contracts.

100. Paragraph 175 sets forth a request for relief to which no response is required. To the extent any response is necessary, Redemption denies Relentless is entitled to the requested relief.

101. Answering Paragraph 176, Redemption incorporates its other responses set forth herein.

102. Paragraph 177 sets forth a legal conclusion to which no response is required.

103. Answering Paragraph 178, Redemption admits that it owns all “certain assets” as described therein. All other allegations of said paragraph are denied.

104. Paragraph 179 sets forth a prayer for relief to which no response is required. To the extent any response is necessary, Redemption denies Relentless is entitled to the requested relief.

105. To the extent any response is necessary, Redemption denies that Relentless is entitled to any of the relief set forth in its Prayer for Relief.

**FOR A SECOND DEFENSE**

106. All previous responses set forth herein are incorporated by reference where consistent.

107. Defendant’s Counterclaim fails to state a claim on which relief can be granted and should therefore be dismissed.

**FOR A THIRD DEFENSE**

108. All previous responses set forth herein are incorporated by reference where consistent.

109. To the extent any claims in equity are asserted therein, Defendant’s Counterclaim is barred by the doctrine(s) of waiver, unclean hands, and estoppel.

**FOR A FOURTH DEFENSE**

110. All previous responses set forth herein are incorporated by reference where consistent.

111. To the extent any claims in contract are asserted therein, Defendant’s Counterclaim is barred by the doctrine of prior material breach.

**FOR A FIFTH DEFENSE**

112. All previous responses set forth herein are incorporated by reference where consistent.

113. To the extent any claims in contract are asserted therein, Defendant's Counterclaim is barred by Relentless's breach of the duty of good faith and fair dealing.

**FOR A SIXTH DEFENSE**

114. All previous responses set forth herein are incorporated by reference where consistent.

115. Defendant's Second Cause of Action, seeking relief based on an alleged promissory estoppel, is barred by the Transition Agreement entered into by the parties.

**FOR A SEVENTH DEFENSE**

116. All previous responses set forth herein are incorporated by reference where consistent.

117. Defendant's Third Cause of Action, seeking relief based on alleged written lease agreements, is barred by Defendant's failure to deliver said leases.

**FOR AN EIGHTH DEFENSE**

118. All previous responses set forth herein are incorporated by reference where consistent.

119. Plaintiff asserts the defense of truth to Defendant's defamation claim.

**FOR AN NINTH DEFENSE**

120. All previous responses set forth herein are incorporated by reference where consistent.

121. Defendant's claim for specific performance is barred by its failure to perform under the contracts in question.

122. Defendant's claim for specific performance is barred by the availability of an adequate remedy at law.

**FOR A TENTH DEFENSE**

123. All previous responses set forth herein are incorporated by reference where consistent.

124. Section 12.12 of the proposed Asset Transfer Agreement states as follows:

Any controversy, claim, or dispute arising from or related to this Agreement except in respect of the injunctive relief described in Section 2.2(g) shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

125. Likewise, Section 24 of each of the proposed Leases for the Sanctuary and The Imagine Center states as follows:

Any controversy, claim, or dispute arising from or related to this Lease shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Lease and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

126. Defendant's claims arising out of the asset transfer agreement and the leases are thus barred for lack of personal jurisdiction.

WHEREFORE, having fully set forth its Reply to the Defendant/Third-Party Plaintiff's Amended Counterclaim, the Plaintiff would pray as follows:

1. That Defendant/Third-Party Plaintiff's Counterclaims be dismissed, in whole or in part, with prejudice; and
2. For the costs of this action; or, in the alternative; and
3. For such other and further relief as to the Court may seem just and proper.

*s/ John R. Devlin, Jr.*  
John R. Devlin, Jr, S.C. Bar No. 1667  
Devlin & Parkinson, P.A.  
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Attorney for the Plaintiff

Date: May 8, 2020  
Greenville, South Carolina

|                                        |   |                              |
|----------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                | ) | IN THE COURT OF COMMON PLEAS |
|                                        | ) |                              |
| COUNTY OF GREENVILLE                   | ) | C A. NO.: 2020-CP-23-00012   |
|                                        | ) |                              |
| Redemption,                            | ) |                              |
|                                        | ) |                              |
| Plaintiff,                             | ) |                              |
|                                        | ) |                              |
| vs.                                    | ) | <b>MOTION TO COMPEL</b>      |
|                                        | ) | <b>ARBITRATION</b>           |
| The Relentless Church,                 | ) |                              |
|                                        | ) |                              |
| Defendant/Third-Party Plaintiff,       | ) |                              |
|                                        | ) |                              |
| vs.                                    | ) |                              |
|                                        | ) |                              |
| Ron Carpenter and Hope Carpenter, John | ) |                              |
| Doe and Jane Doe,                      | ) |                              |
|                                        | ) |                              |
| Third-Party Defendants.                | ) |                              |
| _____                                  | ) |                              |

**TO: ALL COUNSEL OF RECORD FOR DEFENDANT THE RELENTLESS CHURCH**

YOU WILL HEREBY TAKE NOTICE that the Plaintiff, by and through its undersigned counsel, will move on the tenth day hereafter, or as soon thereafter as counsel may be heard, for an order compelling the parties to arbitrate the above matter.

This motion is based on the Federal Arbitration Act, 9 U.S.C Section 1 et. seq., the case law interpreting said act, and the agreement of the parties to arbitrate as set forth in that certain proposed Asset Transfer Agreement contended by Defendant to be applicable, which states as follows:

Any controversy, claim, or dispute arising from or related to this Agreement except in respect of the injunctive relief described in Section 2.2(g) shall besettled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights

to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

Additionally, and alternatively, this motion is based on the agreement of the parties to arbitrate as set forth in those certain proposed Leases for 635 Haywood Rd., Greenville, SC 29607 and 80 Byrdland Dr., Greenville, SC 29607 contended by Defendant to be applicable, which state as follows:

Any controversy, claim, or dispute arising from or related to this Lease shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.HisPeace.org](http://www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Lease and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision.

s/ John R. Devlin, Jr.

John R. Devlin, Jr, S.C. Bar No. 1667

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Attorney for the Plaintiff

Date: May 8, 2020

Greenville, South Carolina

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas  
Perry H. Gravely, Circuit Court Judge

---

Civil Action No. 2020-CP-23-00012

---

Redemption, .....Appellant,

v.

The Relentless Church, .....Respondent.

v.

Ron Carpenter and Hope Carpenter, John Doe and Jane Doe, .....Third-Party Defendants.

---

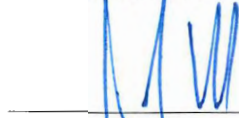
**NOTICE OF APPEAL**

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Pursuant to S.C. Code Ann. § 14-8-200(a), Redemption appeals the Court's July 13, 2020 (amended on August 6, 2020 to correct scrivener's errors) Order Denying Appellant's Motion to Compel Arbitration and the Court's July 24, 2020 Order Denying the Appellant's Rule 59 Motion to Alter, Amend, and Reconsider its July 13, 2020 Order. The Orders were issued by the Honorable Perry H. Gravely. Appellant filed a timely motion to alter or amend the July 13, 2020 Order under Rule 59, SCRCF on July 22, 2020. The Appellant received written notice of entry of the July 13, 2020 Order on July 13, 2020 and written notice of the order denying the Rule 59 Motion to Amend, Alter, and Reconsider on July 24, 2020. This Notice of Appeal is being served and filed within 30 days of both Orders.

Respectfully submitted,

DEVLIN & PARKINSON, P.A.



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Attorneys for Appellant

Dated: August 11, 2020  
Greenville, South Carolina

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**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Common Pleas Case No. 2020-CP-23-00012

---

Appellate Case No. 2020-001136

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REDEMPTION,

**RECEIVED**

**Sep 10 2020**

**SC Court of Appeals**

*Appellant,*

v.

THE RELENTLESS CHURCH,

*Respondent,*

RON CARPENTER and HOPE CARPENTER, v.  
JOHN DOE and JANE DOE,

*Respondent.  
Third-Party Defendants.*

**Proof of Service**

Howard W. Anderson III (#100329)  
LAW OFFICE OF HOWARD W. ANDERSON  
III, LLC  
P.O. Box 661  
Pendleton, SC 29670  
howard@hwalawfirm.com  
864-643-5790 (p)  
*Counsel for Respondent*

## Proof of Service

I, the undersigned, served a copy this document and the following documents:

- the Notice of Appearance;
- Motion to Dismiss Appeal;
- Memorandum in Support of Motion to Dismiss Appeal; and
- Appendix to Motion to Dismiss Appeal

on the following counsel of record this 10th day of September, 2020, by email to the following email addresses of record in the AIS:

John R. Devlin, Jr.  
[john.devlin@devlinparkinson.com](mailto:john.devlin@devlinparkinson.com)

Kimberly Thomason  
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James Stephen Welch  
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Luke Anthony Burke  
[lburke@bannisterwyatt.com](mailto:lburke@bannisterwyatt.com)

“I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.” Dated this 10<sup>th</sup> day of September 2020.

s/Howard W. Anderson III  
Howard W. Anderson III  
SC Bar No. 100329  
*Counsel for Respondent*

**Redemption v. The Relentless Church, No. 2020-001136**

1 message

**Howard Anderson** <howard@hwalawfirm.com>

Thu, Sep 10, 2020 at 10:40 AM

To: john.devlin@devlinparkinson.com, swelch@mcgowanhood.com, bbannister@bannisterwyatt.com, lburke@bannisterwyatt.com, jcalloway@mcgowanhood.com, Devon Puriefoy <devon@truluckthomason.com>, Kimberly Thomason <kim@truluckthomason.com>

Counsel:

Please see the attached documents being filed with the Court of Appeals today in the above-referenced appeal:

Notice of Appearance  
Motion to Dismiss Appeal  
Memorandum in Support of Motion to Dismiss Appeal  
Appendix to Motion to Dismiss Appeal  
Proof of Service (with a copy of this email to be attached once sent)

Best,  
Howard

—  
Howard W. Anderson III  
\*Licensed in AK, GA, IL, IN, NC, SC, & TN

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**RECEIVED**  
**Sep 10 2020**  
**SC Court of Appeals**

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**5 attachments**

 **Proof of Service.pdf**  
26K

 **Notice of Appearance.pdf**  
15K

 **motion to dismiss.pdf**  
39K

 **Brief Re Motion to Dismiss.pdf**  
700K

 **Appendix to Motion to Dismiss.pdf**  
4971K