

EXHIBIT A TO ORDINANCE 28-2003

COPY

LEASE AGREEMENT

BETWEEN

The City of Greer, Landlord

AND

The City of Greer, South Carolina, Tenant

**(Acting by and through its Mayor
and Council)**

LANDLORD

AND

INTERNATIONAL CATHEDRAL OF PRAYER, INC.

TENANT

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LEASE AGREEMENT

THIS LEASE (the "Lease" or "Lease Agreement") is entered into on this 18th day of December, 2003 between The City of Greer (Acting by and through its Mayor and Council), a South Carolina Municipal Corporation, (the "Landlord") and International Cathedral of Prayer, Inc. a South Carolina nonprofit corporation, ("Tenant").

1. DESCRIPTION OF PREMISES: Landlord, in consideration of the rent reserved and agreed to be paid by the Tenant, and of the restrictions, covenants and agreements contained herein to be observed or performed by the Tenant, does hereby, rent and lease unto the Tenant that certain lot or parcel of land, (including the auditorium building and other improvements located thereon) described on Exhibit A attached hereto and made a part of this Lease as though fully set forth herein (the "Premises").

2. TERM: Subject to and upon the terms and conditions set forth herein, this Lease shall continue in force for an initial term of twenty (20) years beginning at 12:01a.m. on the 31st day of December, 2003 and ending on the 31st day of December, 2023, unless sooner terminated or extended as provided herein.

3. OPTION TO RENEW:

(a) Provided (i) Tenant shall have well and faithfully performed in a timely manner all of the terms, covenants and conditions on Tenant's part to be performed under this Lease, and (ii) the Greer City Council gives its prior consent, Tenant may renew the term of the Lease for (1) renewal period of ten (10) lease years in duration. The date of the commencement of the renewal term shall be the day after the expiration of the initial term of the Lease. Tenant shall be required to give the Landlord not less than one hundred eighty (180) days prior written notice of its intent to extend the term of the Lease pursuant to this Section 3.

(b) All of the terms and conditions of this Lease Agreement shall continue in full force and effect during the renewal term, except that the rent during the Renewal Term shall be adjusted as provided in this Lease Agreement.

(c) The Tenant covenants and agrees to pay to Landlord the Rent described in Section 4 below during the renewal term.

4. RENT:

(a) The Tenant hereby covenants and agrees to pay the Landlord without demand, abatement, deduction or setoff for the initial term of the Lease annual rent of One Dollar and No/100 (\$1.00) due and payable on December 31, 2003 and on such date each succeeding year of the term.

(b) For the extended term, the annual rent shall be \$1.00 per year.

(c) Any rent payment not received by the tenth (10th) day following its due date shall be subject to a late fee of \$5.00 per day for the period the rent remains unpaid (retroactive to the day following the stated due date).

(d) In the event the Tenant fails to vacate the Premises by the final date of the Lease term without any written agreement with the Landlord as to such possession, Tenant shall be obligated for an additional rent payment equal to the last prevailing guaranteed annual rent multiplied by a factor of 1.25 (125%) for the period of the holdover. Such tenancy shall be deemed to be month to month and may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.

5. USE OF THE PREMISES: Subject to approval by the City of Greer (Acting by and through its Commission of Public Works) the Premises shall be used for an auditorium and the ministry, programs, training, conferences, and religious services of the Tenant, parking and related retail and office space and for no other purposes. Any change in this designated use of the Premises may be made only (i) with the prior written consent of the Landlord, which consent will not be unreasonably withheld (ii) in the event that said future use shall comply with the restrictive or protective covenants governing the use of the Premises (including the restrictive covenants set forth in the Deed recorded in Deed Book 1475 at Page 445) and (iii) if the proposed use is in compliance with all laws, statutes, ordinances, rules or regulations of any governmental body having jurisdiction thereof. Tenant expressly agrees that it shall not use the Premises in any way which would create a nuisance or trespass to others including, but not limited to, the surrounding residential neighborhood.

6. HAZARDOUS WASTE:

(a) The Tenant represents and warrants to, and covenants and agrees with, the Landlord that, so long as the Landlord retains an interest in the Premises or any portion thereof, the Tenant: (i) shall not, without the expressed written consent of the Landlord, permit any Hazardous Materials to be placed, held, generated, manufactured, refined, transported, treated, stored, handled, or

disposed of on, under, or in the Premises or surrounding areas, (ii) shall comply, and shall cause all other Persons to comply, with all Environmental Laws applicable to the Premises and surrounding areas, and (iii) shall notify the Landlord immediately and in writing of any proceedings, actions, suits, or claims pending or threatened against the Tenant or all or any part of the Premises or surrounding areas and relating to any violation or alleged violation of any Environmental Laws.

(b) The Tenant covenants and agrees to indemnify, defend and hold harmless the Landlord and its successors and assigns (each of whom is sometimes referred to herein as an "Indemnified Party") against and from any and all damages, losses, liabilities, obligations, penalties, claims, judgments, or expenses of every kind and nature whatsoever, which may be at any time incurred by or asserted against any Indemnified Party, and which in any way relates to a violation or alleged violation of any Environmental Laws (as defined herein) during the term of this Lease Agreement by the Landlord, any other Person, or the Premises or any portion thereof, or the existence of any Hazardous Material (as defined herein), on, in or under all or any portion of the Premises or any surrounding area, including, without limitation:

(i) any and all liabilities, obligations, losses, damages, penalties, claims, judgments and expenses incurred or suffered by any Indemnified Party in connection with the removal of any Hazardous Material from, or the clean-up of, all or any portion of the Premises or any surrounding area;

(ii) any and all liabilities, obligations, losses, damages, penalties, claims, judgments and expenses incurred or suffered by any Indemnified Party in connection with any restoration of, or any alteration, improvement, or repair to all or any portion of the Premises or any surrounding area, or any other action which may be directly or indirectly required in order to comply with any applicable Environmental Laws;

(iii) any and all penalties, damages, losses, liabilities, obligations, claims, judgments, and expenses (including, but not limited to, attorneys' fees) incurred or suffered by, or asserted against, any Indemnified Party in connection with any proceeding by any Governmental Authority or any other Person against any Indemnified Party which in any way relates to the existence of any Hazardous Material on, under or in the Premises, any portion thereof, or any surrounding area, or any violation or alleged violation of any Environmental Laws by the Landlord, and other Person, or the Premises or any portion thereof; and,

(iv) any and all costs and expenses (including, but not limited to, reasonable attorney's fees) incurred by any Indemnified Party in enforcing this Agreement.

(c) As used herein, the terms listed below shall be defined as follows:

(i) Environmental Laws shall be defined as all present or future laws, statutes, treaties, rules, regulations, orders, ordinances, permits, licenses, judgments or decrees enacted by any Governmental Authority to regulate any materials, wastes and/or substances in the environment.

(ii) Hazardous Materials may be defined as any substance, waste, or material now or hereafter determined by any Governmental Authority to pose a risk of injury to health, safety and/or property, including but not limited to (1) all materials, wastes and substances now or hereafter designated as hazardous or toxic by the United State Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation or any other

Governmental Authority, (2) all materials, wastes and substances now or hereafter designated or defined as hazardous, extremely hazardous or toxic pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), or any other Environmental Laws, and (3) asbestos, urea formaldehyde, polychlorinated biphenyls, and petroleum products.

7. QUIET ENJOYMENT: Landlord warrants and covenants that it is the owner of, and is in lawful possession of, the Premises and agrees that Tenant shall have quiet enjoyment of the Premises and the rights granted in this Lease, provided Tenant (i) complies with each and all of the terms of this Lease and (ii) conducts its activities on the Premises in accordance with use restrictions affecting the Premises and applicable laws and regulations. Landlord warrants that, to the best of its knowledge, there are no easements, leases, mortgages, deeds of trust or other liens against the Premises which would in any manner interfere with the use of the Premises as permitted by this Lease. Landlord specifically calls to the attention of the Tenant the use restrictions applicable to the Premises set forth in that certain Quitclaim Deed from the City of Greer (Acting by and through its Commission of Public Works) to The City of Greer (Acting by and through its Mayor and Council) recorded on May 28, 1992 in Deed Book 1475 at Page 445 in the Office of the Register of Mesne Conveyances for Greenville County. This Lease is made subject to those restrictions and the possible reverter contained in such deed. Landlord further warrants that, to the best of its knowledge, there are no condemnation or eminent domain proceedings threatened or contemplated against the Premises.

8. INITIAL IMPROVEMENTS: Tenant agrees to accept the Premises "AS IS" and acknowledges that it has inspected and approved the same. Tenant agrees at its sole expense to make the improvements described on Exhibit "B" attached hereto. Such improvements shall be made on the Schedule set forth on Exhibit B-1. Failure of the Tenant to make such improvements in substantial compliance with the time allotted on Exhibit B-1 shall, at the option of the Landlord, constitute a default by Tenant. All such improvements shall be made in a good and workmanlike manner and in compliance with all applicable permits, authorizations and buildings and zoning laws and with all laws and ordinances. No trees may be cut or trimmed without the Landlord's prior written consent. Tenant shall prevent any lien or obligation from being created against or imposed upon the Premises, and will discharge all liens or charges for services rendered or material furnished immediately after such liens occur or said charges become due and payable. Landlord shall not be responsible for the payment of any such labor and materials and all agreements made relating to said improvements shall only be by agreement between Tenant and said parties. By signing this Lease, the Landlord does not guarantee the issuance of any permits which may be required to be issued by the City of Greer to authorize Tenant's improvements. All improvements shall remain as the property of the Landlord at the end of the Lease (including any early termination of the Lease) with no payment whatsoever being made by the Landlord to the Tenant or third parties therefor.

9. ALTERATIONS, REPAIRS AND MAINTENANCE: (a) Tenant may make additional alterations to the Premises; provided, however, alterations exceeding Ten thousand and no/100 (\$10,000.00) Dollars in value, if structural in nature, shall require Landlord's prior written consent. All alterations shall be at the sole cost and expense of Tenant. Tenant shall make any and

all repairs and perform all maintenance necessary or proper to the Premises including, but not limited to, all repairs necessary to keep the Premises safe for the uses of the Tenant and its employees, agents and invitees. The Landlord is under no obligation to inspect the Premises to find defects. No trees may be cut or trimmed without the Landlord's prior written consent.

(b) The Tenant will, at its own expense, keep and maintain in good order and repair the exterior and structural portions of the Premises, including without limitation the roof, steps, sidewalks, hallways, gutters, drains, foundations, interior and exterior walls, glass, doors, subfloors, floors, supporting columns and restrooms.

Tenant agrees and acknowledges that its responsibility for maintenance includes, among other things, the upkeep, maintenance and repair of all fixtures, electrical, plumbing, sewer, heating, cooling, ventilating, drainage, lighting, communications, fire detection and suppression, security and sprinkler systems (if any). Such responsibility shall include these systems from the point of hook up or tap with the public utility serving the Premises. In addition, Tenant agrees to keep all walkways and all grounds surrounding the improvements repaired, clean, mowed and free of obstruction. Paved parking lots shall be the sole responsibility of the Tenant to improve, patch, drain, resurface, stripe, sign, light, clear and maintain in a clean and safe manner.

Upon receiving the prior written consent of the Landlord or Landlord's agent, the Tenant may make certain alterations, additions and improvements to the Premises. All alterations, additions, and improvements including, but not limited to those on Exhibit B and Exhibit B-1, shall become part of the Premises and will remain intact and with the Premises at the end of this Lease (including any early termination of the Lease) with no payment whatsoever being made by the Landlord to the Tenant or third parties therefor.

10. PARKING AND ACCESS: It shall be the sole responsibility of the Tenant to provide sufficient on site or offsite vehicle access and parking to support its activities being conducted on the Premises at all times. By signing this Lease, Landlord does not warrant that there is or will be from time to time sufficient vehicular access and parking to adequately support Tenant's ministry and activities.

11. TRADE FIXTURES: Tenant may install and maintain, at its expense, equipment, furniture, trade fixtures, lighting, sound and communications systems in and upon the Premises. Tenant may remove such equipment, furniture, trade fixtures and systems at any time during or upon the termination of this Lease, provided Tenant repairs any damage to the Premises caused by reason thereof, and provided the Tenant has complied with all other conditions of this Lease Agreement including specifically the payment of all rent then due. Upon termination of this Lease, Tenant shall surrender the Premises in its original condition, except for normal wear and tear, permitted alterations and casualty and condemnation damage.

12. SIGNAGE: The Tenant may place or attach to the Premises, at its expense, such signs or other identification as may be reasonably needed to identify the Tenant's business or events. Any signs or other form of identification allowed must conform to all applicable laws, rules,

regulations and ordinances of federal, state, county and municipal authorities regulating the use of signage. Signature of this Lease by the Tenant is not considered approval of any signs. Any damage caused to the Premises by the Tenant's erecting or removing such signs will be promptly repaired by the Tenant and at the sole expense of the Tenant. Prior to vacating the Premises, the Tenant agrees, at its sole expense, to promptly and completely remove all signage.

13. MECHANIC'S AND OTHER LIENS: Tenant agrees to keep the Premises free from the liens of persons who, at the request of Tenant, furnish labor or material to or for the benefit of the Premises, and to bond or otherwise provide security for lien claims. Landlord at any time may post and keep posted on the Premises appropriate notices to protect Landlord against the claims of persons who, at the request of Tenant, furnish labor or materials to or for the benefit of the Premises. It is agreed that Tenant has no authority whatsoever to bind Landlord's title to any lien or mortgage claimant.

14. ADA Compliance: Tenant represents and covenants that it shall make all of its improvements and conduct its occupancy and use of the Premises in accordance with the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq. ("ADA") (including, but not limited to, modifying its policies, practices and procedures, and providing auxiliary aids and services to disabled persons). Tenant agrees that work shall comply with the ADA and, on request of the Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that work was performed in compliance with the ADA. Furthermore, Tenant covenants and agrees that any and all future alterations or improvements made by Tenant to the Leases Premises shall comply with the ADA or similar legislation or regulations which may be enacted or implemented subsequent to the date of this Lease.

15. TAXES:

(a) Tenant agrees to pay to Landlord, upon demand, any real property taxes and assessments (including any stormwater assessments) assessed against the Premises. Tenant also agrees to pay, before delinquency, any and all personal property taxes and license fees which are assessed or imposed upon Tenant's personal property, fixtures and equipment installed or located in the Premises or any of Tenant's events held on the Premises.

(b) Presentation of a copy of any paid tax receipts by the Landlord to the Tenant shall be deemed a demand for payment of the taxes paid and shall also constitute sufficient evidence of additional rents due, which will be payable by the Tenant by separate check. In the event rent taxes are ever imposed, Tenant shall be responsible for the payment of such taxes.

(c) Tenant has the right promptly to contest or review any of the charges by appropriate proceedings ("Proceedings") at its own expense and to bring such proceedings in the name of Landlord, with the prior written consent of Landlord. Tenant may defer payment of a contested charge only if, before instituting any proceedings, Tenant furnishes to Landlord security satisfactory to Landlord and sufficient to cover the amount of each contested charge, with interest and penalties for the period which the proceedings may be expected to take.

16. UTILITIES, PERMITS AND COMPLIANCE WITH LAWS:

(a) Tenant agrees to pay, before delinquency, all charges for water, gas, electricity, heating fuel, sewer charges, telephone, communications, transmission and any and all other utilities and services which may be used in or upon the Premises. Landlord agrees that all utilities to Tenant's premises shall be separately metered. Tenant shall be responsible for the cost of meters, licenses, permits, and tap-on fees.

(b) Tenant shall, at its own cost, expense and risk obtain all necessary licenses and/or permits which may be required for the conduct of its business and activities and Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules, and regulations (referred to generally as "regulations") of governmental authorities having or claiming jurisdiction over the premises or the conduct of Tenant's business and activities. Tenant may contest in good faith, after notice to Landlord, by appropriate proceedings conducted promptly at Tenant's own expense and in Tenant's name and whenever necessary and with Landlord's consent, in Landlord's name), the validity or enforcement of any such regulation; provided that (i) such contest or any associated deferment of payment does not subject Landlord to a fine or other criminal liability, or subject the premises to any encumbrance; (ii) Tenant diligently prosecutes such contest to a final determination by the governing authority; and (iii) Tenant furnishes Landlord with any security that Landlord may reasonably request in connection with such contest.

(c) The Landlord does not represent by signing this Lease that all utilities, licenses or permits necessary or desirable for the Tenant to conduct its business, events or activities will be available or approved by the Landlord or third parties.

17. FIRE EXTINGUISHERS: Tenant agrees to supply and maintain, at its own expense, any fire extinguishers, or other fire prevention equipment required by law, rules, ordinances, and regulations of the City of Greer, Greenville County or the State of South Carolina, and/or required by any underwriters association, bureau, or any other similar body having jurisdiction involving the Premises.

18. ASSIGNMENT; SUBLETTING:

(a) Tenant may not assign this Lease, or sublease all or any portion of the Premises without Landlord's prior written consent which may be withheld. Such assignment or sublease must provide that (i) the assignee of an assignment assumes in writing all of Tenant's obligations under this Lease and agrees to be bound by the terms and provisions hereof from the effective date of the assignment (including sums payable after the effective date with respect to periods prior thereto); (ii) the Subtenant under a sublease acknowledges that the sublease is subject to all the provisions of this Lease and agrees not to violate any of the restrictions or prohibitions of this Lease, including, but not limited to, the use clause set forth in Paragraph 5 hereof; and (iii) the assignment and assumption or sublease is evidenced by a recordable written document, an executed copy of which is promptly

delivered to Landlord. However, no assignment or subletting of the Premises shall in any way release the Tenant named herein or any guarantor of this Lease Agreement from their obligations set forth herein.

(b) If Tenant assigns its interest in this Lease (i) Landlord shall give the Tenant a copy of any notice of default sent to assignee, such copy to be sent to the last notice address of the Tenant provided to Landlord and otherwise as provided in Paragraph 39, but failure to give such copy shall not prevent Landlord from exercising all remedies against assignee; (ii) Landlord shall accept the performance by the Tenant of any of assignee's obligations under this Lease as if it were performance by Tenant; (iii) Landlord shall recognize the exercise by the Tenant of any re-entry or reverter retained by the Tenant in connection with this Lease; and (iv) if Landlord terminates this Lease for a default by assignee, Landlord shall offer to lease the Premises to the Tenant on the terms and conditions of this Lease for the unexpired balance of the term of this Lease at the date of its termination, on the condition that the Tenant cure all defaults by assignee and pay all sums owed Landlord as a consequence of such defaults.

19. INSPECTION: Landlord may enter upon the Premises at any reasonable time for the purpose of inspecting the Premises. Landlord or its agent shall be permitted to show the Premises to prospective purchasers and Tenants within one hundred eighty (180) days prior to expiration of this Lease, provided that neither Landlord nor such persons shall come onto the Premises during business hours without reasonable advance notice to Tenant.

20. INDEMNITY AND INSURANCE:

(a) Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands arising from any act, omission, or negligence of Tenant, or its contractors, licensees, invitees, agents, servants, or employees, or arising from any accident, injury or damages whatsoever caused to any person or property occurring in, on or about the Premises or any part of them, and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, damage, expense and liability incurred in or in connection with any such claim or demand, including attorneys' fees and court costs.

(b) Tenant shall maintain in full force during the term of this Lease, a policy or policies of comprehensive liability insurance, covering the Premises and its use and occupation by Tenant, insuring against liability for injuries to persons and property and for death of any person or persons occurring in or about the Premises. The liability under such insurance shall not be less than TWO HUNDRED FIFTY THOUSAND DOLLARS and NO/100 (\$250,000.00) for property damage and ONE MILLION DOLLARS and NO/100 (\$1,000,000.00) for personal injuries or deaths occurring in or about the Premises. Tenant agrees to name Landlord as an additional insured and shall furnish a certificate of insurance to Landlord.

(c) Landlord shall give Tenant notice of all claims made against the Tenant that come within the scope of the indemnification of this Paragraph, and shall not settle any such claim without the Tenant's written consent. Unless objected to by an insurer of the Tenant that acknowledges

primary responsibility for the claim, the Tenant shall conduct the defense of the claim. The Landlord shall cooperate with the Tenant in defending the claim, including without limitation, providing documents, witnesses and other sources of information within its reasonable control.

21. TENANT RISKS: All property, furniture, fixtures and equipment of the Tenant and its patrons, invitees, lessors and vendors kept, stored or maintained in the Premises shall be so kept, stored and maintained at the sole risk of Tenant from theft, loss, damage or destruction, whatever the cause. Landlord shall not be liable to Tenant or third parties for any damage occasioned by plumbing, electrical, gas, water, steam or other utility pipes, systems, and facilities, or by the bursting, stopping, leaking or running of any tank, pipe, toilet or sewer or waste or other pipes in or about the Premises or the building and building complex of which they are a part; nor for any damage occasioned by water being about the Premises or upon or coming through the roof, foundation, skylight, vent, trapdoor, or otherwise.

22. DAMAGE OR DESTRUCTION:

(a) During the Lease term, Landlord shall, maintain in full force a policy or policies of full standard fire and extended coverage covering the Premises (but not Tenant's property or contents) and in an amount which Landlord believes, after consulting with the Tenant, is reasonable to protect Landlord's and Tenant's interest in any buildings and improvements located on the Premises. The initial level of coverage shall be \$500,000.00. The cost of the Landlord's policy allocated to the Premises shall be billed to and paid by the Tenant as additional rent no less frequently than annually. Payment in full shall be due within thirty (30) days of Tenant's receipt of the invoices from the Landlord.

(b) With regard to the insurance coverage to be maintained by the Landlord as set forth above, if the Tenant, by reason of its use of the Premises causes an increase in the insurance rates of the Landlord, Tenant will compensate the Landlord by paying additional rent to equal the amount of the increase in rate caused by the Tenant's use. This amount shall be due and payable to Landlord on the first day of the month immediately following any such notice of increase; however, in any such instance, the Tenant will be given the opportunity to eliminate the rate increase, if it is possible to do so, by complying with recommendations of the Landlord, Landlord's agent, Landlord's insurance company, or any other organized regulatory body.

(c) The Tenant shall immediately notify the Landlord or its agent in the event of any fire or other casualty to the Premises. If the Premises are totally destroyed by fire or other casualty, or damaged to such an extent that they become wholly unfit for occupancy under existing building codes and regulations, then this Lease may be terminated by either party by giving written notice within thirty (30) days after notice to the Landlord of the occurrence of such fire or casualty. In the event the building(s) is completely destroyed, the Tenant and the Landlord will consult as to whether rebuilding is desirable to the Tenant. If the building is not rebuilt, the Landlord shall pay over the full insurance proceeds to the Tenant upon receipt. Otherwise, the Landlord shall apply the insurance proceeds to the cost of rebuilding. The amount of the insurance proceeds shall be the maximum the Landlord will have to pay toward reconstruction costs. Reconstruction costs which

exceed the amount of the insurance proceeds shall be the sole expense of the Tenant. If the Premises are damaged by fire or other casualty, but may be repaired within ninety (90) days after notice to the Landlord of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the 90 day period, but the Landlord commences the rebuilding or repair work without unreasonable delay within the 90 day period and completes the rebuilding or repair with due diligence, such damage shall be deemed rebuilt or repaired within the 90 day period), then the Landlord may notify the Tenant within thirty (30) days of the date of notice of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the Premises as quickly as reasonably possible. In this event, rent shall not be due while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed.

(d) It is agreed that if the Premises are damaged only slightly due to fire or other casualty, and are still fit for occupancy, the Landlord shall repair the damage as quickly as reasonably possible and the Tenant shall continue to pay rent and uphold all other lease provisions.

(e) The Tenant agrees not to claim any compensation from the Landlord or the Landlord's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of any building.

23. CONDEMNATION: In the event of any taking or damage of all or any part of the Premises, or ingress, egress, or parking in connection therewith or any interest therein by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereafter referred to as the "appropriation") prior to or during the term hereof (or any extension or renewal thereof), the rights and obligations of Landlord and Tenant with respect to such appropriation shall be as hereinafter provided. In the event of an appropriation of all of the Premises, except for a temporary period, this Lease shall terminate as of the date of such appropriation. In the event of an appropriation of less than all of the Premises, Tenant shall have the option to terminate this Lease. Any such election shall be made by written notice given on or before thirty (30) days after appropriation. Any such termination shall be effective the date the condemnor takes title or possession, whichever occurs first. Whether or not this Lease is terminated pursuant to this Paragraph, Tenant shall be entitled to pursue an award for loss of business, for the loss of its leasehold advantage and for costs of removing fixtures and equipment against the condemning or taking authority. In the event of appropriation of less than all of the Premises, if this Lease is not terminated pursuant to this Paragraph, the rental and other obligations of Tenant hereunder shall be abated for the remainder of the term in an equitable amount. If this Lease is terminated, the rental and all other obligations of Tenant shall be prorated to the date the condemnor takes title or possession, whichever occurs first, and Landlord shall refund to Tenant the rental and other payments made by Tenant for any period beyond said date.

Landlord shall notify Tenant in writing of any proposed condemnation of which Landlord has actual knowledge and include such information available to Landlord as shall enable Tenant to determine the property affected.

If the condemning authority does not take possession of the condemned property when it acquires title, Tenant may occupy the condemned portion of the Premises and use the condemned portion of the Premises that the condemning authority allows Landlord to temporarily possess for all or a portion of the period between the condemning authority acquiring title and taking possession; and, if this Lease is terminated, Tenant may also occupy the uncondemned portion of the Premises and use the uncondemned portion thereof, if any, for the same period. Tenant's occupancy shall be subject to all the terms of this Lease, but rental shall be apportioned and paid only for the uncondemned portion of the Premises and the condemned portion of the Premises as to which the condemning authority allows Landlord to collect and retain rent. Tenant shall receive the entire award for any temporary taking of the use of the Premises occurring within the term of this Lease; however, all other compensation paid for any taking of the Premises shall be the property of the Landlord and the Tenant shall have no claim thereto, nor shall the Tenant have any claim whatsoever against the Landlord.

24. DEFAULT: LANDLORD'S REMEDIES:

(a) The occurrence of any of the following shall constitute a default by Tenant:

(1) Failure to pay rent or any monetary sum due by Tenant hereunder which is not cured by Tenant within ten (10) days after its due date. Tenant acknowledges that rent shall be due at the specified time without any notice, bill, reminder or demand from the Landlord or the Landlord's agent.

(2) Failure to perform any other provision of this Lease if the failure to perform is not cured within sixty (60) days after written notice has been given to Tenant.

(3) If the Tenant is declared bankrupt or insolvent by judicial decree.

(4) If the Tenant takes the benefit of any federal reorganization or composition proceeding.

(5) If the Tenant makes a general assignment for benefit of creditors.

(6) If the Tenant's leasehold interests in this Lease is sold under any process of law.

(7) If a trustee in bankruptcy or a receiver is appointed or elected for the Tenant.

(8) If the Tenant abandons the Premises for more than thirty (30) days.

(9) If any materialmen's, mechanic's or other lien is filed against the Premises as a result of any improvements, alterations, or additions made by Tenant and Tenant does not immediately secure the discharge of the property from the mechanic's liens by filing of an

appropriate bond pursuant to applicable law.

(10) Failure of the Tenant to pay to the Landlord immediately upon demand the amount of all federal grant funds the Landlord is required to repay due to the Tenant's use of the Premises.

(11) If Tenant allows a mortgage to be placed on the leasehold improvements.

(12) If Reverend Kathy O. Sandlin ceases to be a principal (have a continuous, substantial and active role) in the Tenant (or any assigns of the Tenant permitted by the Landlord) and a successor to her is not named by the Board of Directors to carry on the Tenant's vision and ministry. The Landlord, upon approval by Greer City Council, shall have the option of waiving this condition as a event of default.

(b) In the event of a default as described above, the Landlord, besides any other rights or remedies it may have, may, at Landlord's option:

(1) declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or in equity available to Landlord, or,

(2) have the immediate right of re-entry and take possession of the Premises immediately and to hold the Premises and Tenant's property and contents with the full right to recover from the Tenant all past due rents and any and all damages, including attorney's fees, as a result of the default. Landlord, on re-entry, may remove all persons and property to a public warehouse or elsewhere at the cost and for the account of the Tenant. Additionally, the Landlord shall be able to utilize all other rights and remedies available to Landlord under the common and statutory laws of the State of South Carolina.

Should Tenant default as set forth above, and Landlord elects to declare the full rental for the entire term immediately due and payable, then Landlord shall, as soon as possible, re-enter the Premises and make the usual and normal efforts to re-let the Premises on such terms and conditions as are comparable to those contained herein. Tenant shall be liable for any deficiency between the amount of rental received on re-letting, if any, and the amount which the Tenant is obligated to pay under this Lease Agreement and for any other damages, including attorney's fees, suffered by Landlord.

In addition to Landlord's right to re-enter and re-let the Premises, Landlord may elect, upon a default, to terminate this Lease Agreement immediately. In such event, this Lease shall be regarded as cancelled as of the date the Landlord serves the Tenant with notice of Landlord's election to terminate. Tenant shall remain liable to Landlord for all rentals, charges and payments accrued to the date of such termination.

The Landlord's right to terminate this Lease is in addition to, and not in lieu of, any other rights or causes of action that Landlord may have against the Tenant because of a default by the Tenant. If Landlord does not elect to terminate the Lease as above provided, then Landlord shall

utilize and pursue such other rights as it may have against the Tenant under the other terms of this Lease, the laws of the United States, or the city, county and state in which the Premises are located.

25. WRITTEN CONSENT: With the exception of Section 18(a) above, whenever the "prior written consent" or "prior written approval" of either Landlord or Tenant is referred to in this Lease, it is understood and agreed that such consent shall not be unreasonably withheld or delayed by Landlord or Tenant, and if withheld, the reason therefor shall be stated in writing.

26. SUBORDINATION OF LIEN: Tenant acknowledges and agrees that its rights under the terms of this Lease Agreement are subordinate and subject to any bonafide mortgage lien which presently affects the Premises or to any bonafide mortgage which may be placed on the Premises at any time in the future by the Landlord. In addition, the Tenant acknowledges and agrees that, at the Landlord's request, the Tenant will sign any subordination agreement subordinating the rights of the Tenant in this Lease Agreement to any future mortgage or similar instrument executed by the Landlord.

27. ESTOPPEL CERTIFICATE:

(a) Landlord and Tenant shall, at any time upon not less than fifteen (15) days prior written notice from the other, execute and deliver to the other a statement in writing identifying the signatory as the current Landlord or Tenant under this Lease and certifying as to any or all of the following matters: (i) the documents which then comprise this Lease; (ii) that this Lease is in full force and effect if such is the case, or otherwise, if not; (iii) that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party or any acts which, but for the passage of time or the giving of notice or both, would constitute such a default (or specifying such default or acts, if any are claimed); (iv) the expiration date of the Lease term and the number and duration of any unexercised options to extend or renew the Lease term; (v) the then current annual amount of rent and all other periodic charges paid by Tenant and the dates through which each has been paid; (vi) in the case of Tenant, that it has no defense against the enforcement by Landlord of the terms of this Lease, (or specifying the nature of each defense); (vii) the resolution of any matter left to future determination by the terms of this Lease; (viii) any other matter relating to this Lease or the Premises that the requesting party may reasonably require; and (ix) that the certifying party is not subject to any bankruptcy proceeding.

(b) The statement shall be addressed only to parties who have acquired or are about to acquire an interest in all or any part of the Premises (including any lender acquiring security title or mortgage lien to the Premises) from the party requesting the statement, or to a party issuing title insurance in connection with said acquisition. Only parties of the type described in the preceding sentence to whom the statement is addressed may rely conclusively upon the statements contained therein, notwithstanding that the statement may be addressed to or delivered to other parties or that the statement may contain terms or provisions to the contrary.

28. WAIVER OF PROPERTY DAMAGE CLAIM: Landlord and Tenant hereby release each other from all liability for damage to the real and personal property of the releasing party

located on the Premises that is caused by risks insured against under fire and extended coverage insurance available at the time the loss occurs or actually in force under which the releasing party is insured. If a waiver of subrogation cannot be obtained by the releasing party from its insurer except by the payment of an additional premium or penalty, the releasing party shall notify the other party and the other party shall have the option of paying the increase in premium or penalty or losing the benefit of the release.

29. IDENTITY OF INTEREST: The execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Landlord and Tenant the relationship of principal or agent or of partnership or of joint venture and the relationship between them shall be that only of Landlord and Tenant. The execution of this agreement or the performance of any act by the Landlord hereunder is not intended nor shall it be construed as making the Landlord an endorser or promoter of the Tenant's ministry or other activities.

30. TRASH REMOVAL: The Tenant agrees to keep the entire Premises clean and free of trash and rubbish at all times, both inside and out (to include parking areas) at its sole expense.

31. ENTRY FOR POSTING, REPAIRS, ETC.: Tenant agrees that the Landlord may post the Premises "for sale" at any time and "for rent" or "for lease" one hundred eighty (180) days prior to the end of the Lease Term. Landlord may enter the Premises at reasonable hours to show same to prospective purchasers or Tenants and to make repairs required of Landlord under the terms of this Lease or to make repairs to Landlord's adjoining property, if any.

32. WAIVER OF RIGHTS: The Tenant acknowledges that no waiver by the Landlord of any condition of this Lease, whether implied or in writing, shall constitute any further waiver by the Landlord of any other condition of the Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

33. TIME: Time is of the essence in this Lease Agreement including, but not limited to, the schedule for making the improvements set forth on any Exhibit attached hereto.

34. SAVING CLAUSE: In the event any provision of this Lease is declared or determined to be invalid under the laws governing this Lease, the remaining terms and conditions shall remain in full force and effect and shall be binding upon the parties hereto.

35. NO ORAL AGREEMENTS BINDING: This Lease and Exhibits, Rules and Regulations and Riders, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

36. CAPTIONS: The captions appearing in this Lease are inserted only as a matter of convenience and shall in no way affect this Lease. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

37. GOVERNING LAW: This Lease has been negotiated in and executed within the State of South Carolina and shall be construed according to the laws of that State. Additionally, the parties hereto agree that should a disagreement occur, any cause of action develop between the parties, or should the Courts be required to enforce any of the terms herein, the proper venue for such legal action shall be Greenville County, South Carolina.

38. BINDING ON SUCCESSORS: The provisions of this Lease shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

39. SHORT FORM OF LEASE: Landlord and Tenant agree to execute a memorandum or short form of this Lease in recordable form and on such terms as are acceptable to Landlord and Tenant. Upon termination of this Lease, Landlord may require Tenant to execute, in recordable form, a cancellation of this Lease and the memorandum or short form thereof.

40. NOTICES:

(a) All notices, requests, demands, approvals, consents and other communications authorized or required hereunder ("Notices") shall be in writing. To be valid in the absence of written acknowledgment of receipt by the recipient, notice must be given by (i) registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's notice address; (ii) overnight courier or express mail service, telegram or mailgram, where the carrier provides or retains evidence of the date of delivery, sent to the recipient's notice address; or, (iii) personal service upon the recipient, if an individual, upon a general partner, if the recipient is a partnership, or upon an officer, if the recipient is a corporation.

(b) The notice addresses of the parties are as follows:

LANDLORD: City of Greer
Attention: City Administrator
106 South Main Street
Greer, SC 29650-2150

TENANT: International Cathedral of Prayer, Inc.
Attention: Reverend Kathy O. Sandlin
P.O. Box 938
Greer, SC 29652

Either party may change the person or place in its notice address by notice given pursuant to this Paragraph. A post office box shall not be the only notice address for a party.

(c) Notice shall be deemed given when delivered to the notice address or personally served, except that (i) notice which must be given by a certain time to be valid, shall be deemed given when posted or when delivered to an overnight courier or express mail service, and (ii) notice which starts the running of a time period when it is given and which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address, or the next business day when redelivered to the notice address if not left at the notice address. Refusal to accept delivery or absence of anyone at a notice address to accept delivery shall not prevent notice from being given. A non-business day is Saturday, Sunday or legal holidays generally observed in the city where notice is delivered.

41. EXAMINATION OF PREMISES: Tenant acknowledges that it has examined, and is familiar with, the condition of the Premises and will accept the Premises in its present condition and repair unless otherwise agreed upon in this Lease.

42. KEYS: The Landlord shall give Tenant at least two (2) keys and any required access codes to the Premises upon the execution of this Lease Agreement. The Tenant agrees to account for all keys provided or duplicated and to return all keys to Landlord at the end of the Lease Term. The Tenant agrees that the Landlord or his agent may keep a master key or passkey to the Premises.

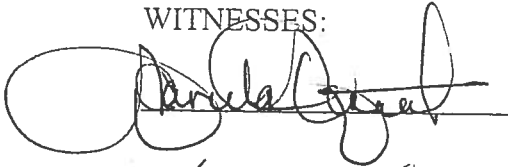
43. COUNTERPARTS AND SIGNATURES: This document may be executed in multiple counterparts, effective when at least one counterpart has been executed by each party and each counterpart shall be considered an original and shall be binding upon the party signing, but all such counterparts shall constitute the same agreement. The parties hereto agree that their signatures affixed hereto (i) may be transmitted by one party to another or to third parties by means of a facsimile machine or other wire or wireless electronic devices; (ii) in such event, shall be considered as an original signature; and (iii) shall be recognized as a valid and binding signature by them and may be relied upon by third parties. Fully executed facsimile copies of this document shall be legally binding.

44. REPAYMENT OF FEDERAL GRANT FUNDS: The auditorium building on the Premises has been improved using Community Development Block Grant ("CDBG") funds. The Landlord anticipates that the Tenant's intended use of the Premises will require the Landlord to repay immediately the CDBG funds used to improve the building. The Tenant hereby agrees to pay to the Landlord the sum of all federal grant funds, including specifically CDBG funds, required to be repaid by the Landlord due to the Tenant's use of the Premises. The Landlord will work out a repayment schedule (without interest) with the Tenant to repay any amounts the City must repay. Such schedule of payments shall not exceed twenty four (24) months from the date the City makes repayment of the federal grant money.

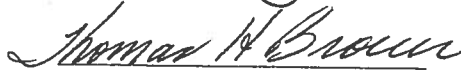
EXECUTED the date and year first written above by the duly authorized representatives of the parties hereto.

City of Greer

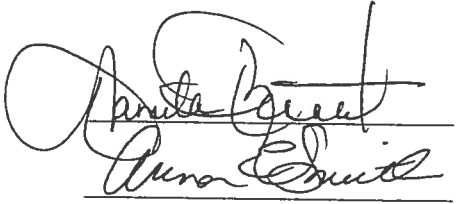
WITNESSES:

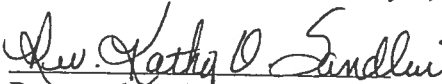


By: 
Richard W. Danner

 Its: Mayor

International Cathedral of Prayer, Inc.



By: 
Reverend Kathy O. Sandlin
Its: President

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE


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)
)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named City of Greer by Richard W. Danner its Mayor sign, seal and as its act and deed deliver the within written Lease Agreement, and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this 18
day of December, 2003.



 (seal)
Notary Public for Greenville
My Commission Expires: 8-30-2004

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named International Cathedral of Prayer, Inc. by Kathy O. Sandlin, its President sign, seal and as its act and deed deliver the within written Lease Agreement, and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this 18
day of December, 2003.

Richard O'ann

Carole Grant (seal).
Notary Public for Greenville

My commission expires: 8-30-2004

EXHIBIT A TO LEASE AGREEMENT

DESCRIPTION OF PREMISES

All that certain piece, parcel or lot of land with improvements thereon located in the City of Greer, Greenville County South Carolina containing 4.51 acres, more or less, and being bound as follows: fronting approximately 655.1 feet on the northerly side of Snow Street; approximately 483.1 feet on the westerly side of South Trade Street; approximately 533.6 feet on the southerly side of Davis Street; and approximately 208 feet on the easterly side of Poplar Drive.

SUBJECT, HOWEVER, to terms, conditions, restrictions, easements, right of ways and any liens of record.

This is portion of the property conveyed to the City of Greer (Acting by and through its Mayor and Council) by quitclaim deed of The City of Greer (Acting by and through its Commission of Public Works) recorded on May 28, 1992 in Deed Book 1475 at Page 445 in the Office of the Register of Mesne Conveyances for Greenville County.

EXHIBIT B TO LEASE AGREEMENT

Work and Improvements to be Completed

by and at the Expense of Tenant

[TO BE PROVIDED BY TENANT AND ATTACHED HERETO]

EXHIBIT B-1 TO LEASE AGREEMENT

WORK SCHEDULE FOR IMPROVEMENTS
TO BE MADE BY AND AT TENANT'S EXPENSE

[TO BE PROVIDED BY TENANT AND ATTACHED HERETO]