# **EMPLOYMENT AND NON-COMPETITION AGREEMENT**

#### BETWEEN

#### GLORIA J. COPELAND

#### AND

# EAGLE MOUNTAIN INTERNATIONAL CHURCH, INC.

This Employment Agreement (herein after the "Agreement") is made effective this 1<sup>st</sup> day of January, 2002, by and between GLORIA J. COPELAND, an individual residing in Tarrant County, State of Texas, (hereafter referred to as "COPELAND" or "Employee") and EAGLE MOUNTAIN INTERNATIONAL CHURCH, INC., a Texas corporation doing business as KENNETH COPELAND MINISTRIES in and under the laws of the State of Texas, and having its principal place of business in the County of Tarrant, State of Texas (hereafter referred to as "EMIC" or "Employer"). COPELAND and EMIC may be referred to herein individually as the "Party" and may jointly be referred to herein as the "Parties."

#### INTRODUCTION

KENNETH COPELAND MINISTRIES was organized in 1967 and has since become one of the largest evangelistic ministries in the world. EMIC, doing business as KENNETH COPELAND MINISTRIES, employs a staff of over 500, including 45 full-time ministers. On average, EMIC receives 140,000 pieces of mail per month and answers approximately 5,000 phone calls. EMIC has international offices in Canada, England, Australia, South Africa and Russia, employing an additional 65 people.

COPELAND is the co-founder and executive vice-president of EMIC. As an ordained minister of the gospel of Jesus Christ, it is the intent, purpose and vision of COPELAND to spread the gospel of Jesus Christ to the entire world through Christian television and satellite networks. COPELAND travels the world preaching, teaching and meeting with individuals and heads of governments with unmatched skill, effectiveness and success. The results being that EMIC is supported by more than 450,000 ministry partners and, through its television program "Believer's Voice of Victory," has become one of the most successful Christian television broadcasts in the world. COPELAND is noted for her teachings that apply scripture in practical ways to everyday life, particularly topics such as faith, anointing, prayer and covenant. Among her many duties at EMIC, COPELAND is co-host of the EMIC broadcast entitled the "Believer's Voice of Victory," seen six days a week on nearly 750 stations and reaching as many as 300 million households.

#### RECITALS

WHEREAS, COPELAND has led EMIC for more than thirty-five years, and in the past and present has acted on behalf of EMIC as its co-founder and executive vice-president; and

WHEREAS, EMIC and COPELAND desire to enter into a relationship whereby COPELAND will continue to act as its co-founder and executive vice-president for EMIC on the terms and conditions set forth;

NOW THEREFORE IN CONSIDERATION OF ONE THOUSAND DOLLARS (\$1,000.00 USD), THE ASSIGNMENT OF COPYRIGHTS TO COPELAND OF THE WORKS DESCRIBED IN EXHIBIT "\_\_" AND OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS MUTUALLY AGREED AS FOLLOWS:

#### ARTICLE I.

#### ENGAGEMENT OF EMPLOYMENT

Section 1.01 <u>Engagement of Employment</u>: EMIC hereby employs, appoints and hires COPELAND as the co-founder and executive vice-president of EMIC, under the terms and conditions set forth in this Agreement.

#### ARTICLE II.

#### TERM OF EMPLOYMENT

Section 2.01 <u>Specified Term</u>: EMIC hereby employs COPELAND and COPELAND hereby accepts employment with EMIC for a period of twenty (20) years beginning on January 1, 2002 and ending on December 31, 2021.

## Section 2.02 Automatic Renewal Options:

- (a) This Agreement shall be renewed automatically for a succeeding term of two (2) years unless either party gives notice to the other at least ninety (90) days prior to the expiration of any term of their respective intention not to renew.
- (b) If the first two (2) year option is exercised, then COPELAND shall have four (4) additional two (2) year options to extend this Agreement, each of which shall be automatic unless the non-renewal procedure set forth herein above is followed.
- (c) If COPELAND elects to exercise all five (5) options, the maximum duration of this employment agreement will be thirty (30) years.

Section 2.03 <u>Services as Consultant</u>: Following the employment term or COPELAND's retirement, whichever occurs first, and if the employment term has not

been terminated for cause, as set forth herein, COPELAND may make her advice and counsel available to EMIC for such period and compensation as the Parties subsequently, mutually agree. The Parties agree that this advice and counsel shall not entail full time service and shall be consistent with COPELAND's retirement status.

Section 2.04 Employment Term Defined: As used herein, the phrase "employment term" refers to the entire period of employment of COPELAND by EMIC hereunder, whether for the periods provided above, or whether terminated earlier as hereinafter provided or extended by mutual agreement between EMIC and COPELAND. The Parties acknowledge that this Employment Agreement is a contract for personal services and if this Agreement is wrongfully terminated, meaning without sufficient proof of termination "for cause," by EMIC, COPELAND shall be placed immediately in the economic position reasonably anticipated as if this Agreement were maintained for its full term, discounted to present value, in addition to any other rights herein. COPELAND may retire or otherwise terminate this Agreement within its term or any option period, without premium or penalty.

#### ARTICLE III

#### DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 3.01 General Duties: COPELAND shall serve to the best of her abilities as co-founder and executive vice-president of EMIC. In her capacity as co-founder and executive vice-president of EMIC, COPELAND shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of EMIC, including, but not limited to, those activities set forth in Exhibit "\_\_." (A copy of the activities of COPELAND over the last thirty (30) years is attached hereto and incorporated herein by

this reference as though set forth in full). COPELAND shall have the right of access to any and all information of EMIC and the furnishing of such information to COPELAND shall be of the highest of priorities. For so long as desired by COPELAND, COPELAND shall also retain the titles and duties of Executive Vice President of the Ministry. In her capacity as Executive Vice President of the Ministry, COPELAND shall have similar discretion over the fulfillment of this function as has been previously afforded to COPELAND, and the course of dealings between the Parties shall control the interpretation of this provision. These duties are subject, at all times, to the policies set by EMIC's Board of Directors and to the consent of the Board when required by the terms of this Agreement.

Section 3.02 <u>Clarification of Duties of Employee</u>: COPELAND shall have the prerogative to enlist whatever personnel is necessary, at EMIC expense, to assist her in fulfillment of her responsibilities under this Agreement. COPELAND has the power, at her sole discretion, to modify, assign, delegate and/or eliminate any of the items listed in Exhibit "\_\_," if same are no longer reasonable, productive, or in the best interests of EMIC.

Section 3.03 <u>Devotion to Employer's Business</u>: Commensurate with her seniority and special status, COPELAND shall devote her productive time, ability, and attention to the business of EMIC during the term of this Agreement. However, this shall not be interpreted to prohibit COPELAND from making personal investments and portfolio management for her own account, her husband or immediate family. This does not preclude COPELAND from authoring and publishing books or making and releasing audio and audiovisual recordings outside her employment with EMIC.

Section 3.04 Agreement Not to Compete/Solicit. COPELAND covenants that, during the continuance of her employment with EMIC and for a period of one (1) year immediately thereafter (the "Limitation Period"), irrespective of which party terminates this Agreement, or the reason(s) therefor, COPELAND will not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, investor, or financier or in any other individual or representative capacity:

- (a) Engage or participate in any competing business that is in competition in any matter whatsoever with EMIC's religious and charitable activities and purposes.
- (b) Call on or solicit, attempt to call on or solicit, any of EMIC's past, present or prospective donors, partners or supporters.
- (c) Induce, or attempt to induce, any employee of EMIC to terminate his or her employment or hire away or attempt to hire away, any employee of EMIC;
- (d) However, it is expressly agreed that none of the following activities constitute competition with EMIC: guest speaking, lecturing, visiting or preaching at other churches and ministries, and writing or creating works of authorship for COPELAND.

Section 3.05 <u>Consideration</u>: The consideration for the protective covenants set forth and defined in Section 3.04 of this Agreement includes EMIC's agreement to provide COPELAND with the trade secrets in exchange for COPELAND's agreement not to disclose the trade secret and not to compete with EMIC during the Limitation

Period, as well as the compensation to be paid by EMIC to COPELAND as well as the assignment to COPELAND of copyrightable works described in Exhibit "\_\_." The protective covenants constitute a material inducement for EMIC to enter into this Agreement.

#### ARTICLE IV.

#### OBLIGATIONS OF EMPLOYER

Section 4.01 <u>General Duties</u>: EMIC shall provide COPELAND with the compensation, incentives, benefits and business expense reimbursement specified elsewhere in this Agreement. EMIC shall take all measures appropriate in assisting COPELAND with the performance of her duties under this Agreement. EMIC shall take steps necessary to ensure that COPELAND'S rights and duties are not interfered with by any persons within the control of EMIC. EMIC shall ensure that COPELAND'S rights as defined herein are not diminished against her will as a consequence of the passage of time.

Section 4.02 Office and Staff: EMIC shall provide COPELAND with a private office and other space as required by COPELAND, secretarial and clerical help (this is in addition to Section 3.02), office equipment and supplies, and other facilities and services, suitable to COPELAND's position and adequate for the performance of her duties.

The parties acknowledge and agree that the nature of COPELAND's employment calls for extensive travel to various ministry locations around the world. As such, EMIC shall provide COPELAND with said office, equipment and staff at more than one location throughout the ministry, as needed and requested by COPELAND.

Section 4.03 <u>Indemnification</u>: EMIC shall indemnify COPELAND for all losses sustained by COPELAND in direct consequence of the discharge of her duties on EMIC's behalf.

Section 4.04 Authorship Rights: EMIC and COPELAND recognize and agree that COPELAND has created and will continue to create "works of authorship" (as that term is used and defined in the U.S. Copyright Laws). Such works of authorship include, but are not limited to, COPELAND's sermons, books, pamphlets, lectures, articles, talks and speeches. It is agreed that all such works of authorship created or composed by COPELAND prior to, during or after the term of this Agreement are and shall be owned solely and exclusively by COPELAND, with the exception of such works whose ownership is specifically designated as belonging to EMIC. Such works include, but are not limited to those described in Exhibit "\_\_." As part of this Agreement, EMIC relinquishes and assigns to COPELAND all rights which EMIC might otherwise have in all other such works of authorship not listed in Exhibit "\_\_.", including but not limited to the works described in Exhibit "\_.." The provisions of this Section are deemed completed at execution, and shall survive a termination of this Agreement.

#### ARTICLE V.

#### COMPENSATION OF EMPLOYEE

Section 5.01 <u>Annual Salary</u>: EMIC shall pay COPELAND an annual salary, payable in bimonthly installments, which shall be reasonable in relationship to the value of the services rendered and shall be comparable to the compensation of other ministers, secular executives, performers and personalities whose ministries and/or businesses and/or professional activities and production are of similar scope. The exact

amount of the salary shall be determined annually by the Independent Compensation subcommittee of the Board of EMIC.

Section 5.02 Independent Compensation Committee: The Independent Compensation Committee of the Board of EMIC shall be composed entirely of individuals who are unrelated to and not subject to the control of COPELAND. The Compensation Committee shall obtain, review and rely upon objective "comparability" information to substantiate its independent decisions regarding reasonable levels of compensation paid and benefits granted to COPELAND. Objective comparability information should include such items as: (a) Compensation paid and benefits granted by: (1) churches, if any exist, which are similar by theological beliefs, teaching, doctrine, philosophy and affiliation, geographical location or size (i.e., membership, attendance, annual operating budgets, number of staff, programs, etc.), and (2) other taxable and tax-exempt organizations for comparable positions and levels of responsibility; if any exist; and (b) Independent compensation surveys by qualified independent organizations.

Section 5.03 <u>Tax Withholding</u>: EMIC shall have the right to deduct or withhold from the compensation due to COPELAND hereunder any and all sums required for federal income and Social Security taxes and all state and local taxes now applicable or that may be enacted and become applicable in the future.

Section 5.04 <u>Deferred Compensation</u>: COPELAND shall have the right, at COPELAND's sole discretion, to defer or otherwise direct all or any part of the above said compensation to take advantage of any tax benefits related thereto. EMIC agrees to and shall cooperate with COPELAND in these directives. COPELAND shall hold

EMIC harmless for any taxes, penalties or interest which may be incurred by EMIC for following said directives.

Section 5.05 Annual Vacation: COPELAND shall be entitled to eight (8) weeks vacation time each year without loss of compensation. In the event that COPELAND is unable for any reason to take the total amount of vacation time authorized herein during any calendar year, she may accrue that time and add it to vacation time for any following year or, at the election of EMIC, may receive a cash payment therefor in an amount equal to the amount of her annual salary attributable to that period of time. Any reasonable Sabbatical request shall be granted by EMIC.

Section 5.06 <u>Illness</u>: COPELAND shall be entitled to 30 days per year as sick leave with full pay. Sick leave may be accumulated up to a total of 90 days.

Section 5.07 <u>Use of Automobile</u>: EMIC shall provide COPELAND with the use of an automobile of COPELAND's reasonable selection, including make, model, and options.

EMIC shall pay all operating expenses of the automobile, including fuel.

EMIC shall procure and maintain an automobile insurance policy including full coverage, with coverage including COPELAND, with policy limits in the amount of at least One Million Dollars (\$1,000,000) for bodily injury or death to any person in any one accident.

Section 5.08 Medical Insurance: EMIC agrees to include COPELAND in the coverage of its medical, hospital, dental, and eye care insurance, at levels no less than described in Exhibit "\_\_." EMIC further agrees to reimburse COPELAND for all medical and dental expenses incurred by COPELAND provided however, that those

reimbursements shall be limited to expenses, or portions thereof, not covered by insurance.

Section 5.09 <u>Life Insurance</u>: EMIC agrees to provide life insurance coverage in the amount and under the terms described in Exhibit "\_\_."

Section 5.10 Ministerial Housing Allowance: In accordance with IRS guidelines and regulations and as part of COPELAND's total compensation under this Agreement, EMIC shall also pay COPELAND an annual ministerial housing allowance determined annually by the Independent Compensation subcommittee of the Executive Board of EMIC, or in the alternative, provide COPELAND with a parsonage.

Section 5.11 <u>Business Expenses</u>: In accordance with IRS guidelines and regulations, all business expenses reasonably incurred by COPELAND in promoting the business of EMIC, including expenditures for entertainment, gifts, and travel, are to be paid for, insofar as possible, by the use of credit cards in the name of EMIC which will be furnished to COPELAND.

EMIC shall promptly reimburse COPELAND for all other business expenses reasonably incurred by COPELAND in connection with the business of EMIC.

#### ARTICLE VI.

#### DISABILITY OF EMPLOYEE

Section 6.01 <u>Partial Inability to Perform</u>: If COPELAND for any reason whatsoever becomes permanently disabled so that she is unable to perform the duties prescribed herein, said disability shall not affect any of the terms and conditions hereof unless said disability to perform reaches the extent wherein she cannot perform fifty-one percent (51%) of her duties and lasts for a duration of twelve (12) consecutive months.

In which case EMIC, if it so elects, may reduce her salary in an amount not more than forty nine percent (49%) of the salary in effect at the time of the salary reduction hereunder.

COPELAND shall have thirty (30) days after she is notified in writing by the EMIC of its decision to effect a salary reduction to contest the right of EMIC to reduce her compensation. If the conflict cannot be amicably resolved between the Parties, the issues shall be submitted to Christian Mediation/Arbitration pursuant to Section 8.05 herein below.

During any such contest or Christian Mediation/Arbitration of a salary reduction, COPELAND's salary shall be reinstated and paid to her so long as said arbitration procedure does not exceed six (6) months. In the event that arbitration does exceed six (6) months duration, then EMIC may again elect to reduce COPELAND's salary as above-stated subject to reinstatement and reimbursement under the final mediation agreement or arbitrator's award.

#### ARTICLE VII.

#### TERMINATION OF EMPLOYMENT

Section 7.01 No "At Will" Employment: The Parties acknowledge and agree that COPELAND is not an "at will" employee, as defined by the State of Texas or Federal statute, rule or regulation. Except as otherwise set forth in this Agreement, EMIC shall have the right to terminate COPELAND for any of the reasons set forth herein below.

Section 7.02 <u>Just Cause Termination: Termination "For Cause" or "For Performance"</u> by Employer:

- (a) EMIC reserves the right to terminate this Agreement "for cause" if the cause relied upon constitutes a full and final adjudication of conviction of a State or Federal felony involving fraud, dishonesty, intentional misrepresentation or other similar acts of moral turpitude as would prevent the effective performance of COPELAND's duties hereunder. "Performance" may also be grounds for termination. "Performance" grounds for termination shall mean, a single act or omission, that is not described or included above, by COPELAND that, without justification, has severely jeopardized the MINISTRY's prospect for continued success. Nothing in this paragraph is intended to call into question an act of reasoned judgment made on behalf of EMIC, nor shall EMIC be entitled to assert that a series of multiple minor acts has had the cumulative effect of jeopardizing its prospect for success under this paragraph.
- (b) EMIC may exercise this option if (a) above occurs, to terminate this Agreement by giving a thirty (30) day written Notice of Termination to COPELAND without prejudice to any other remedy to which EMIC may be entitled either at law, in equity, or under this Agreement.
- (c) The Notice of Termination required by this Article shall specify the grounds for the termination and shall be supported by a sworn statement of all relevant facts.

Section 7.03 Employee's Right to Contest Termination: Should EMIC terminate this Agreement "for cause," COPELAND reserves the right to contest said termination hereunder by giving EMIC written notice of her intent to do so within thirty (30) days after receiving written notice of termination. If the parties cannot reach an amicable resolution of the issues regarding termination, the issues will be submitted to Christian

Mediation/Arbitration as set forth in Section 8.05 herein below. It is expressly agreed that the arbitrators are empowered to award extra-contractual, discretionary damages to COPELAND in the event that EMIC exercises bad faith in terminating this Agreement "for cause." In the event that COPELAND prevails on a contest of termination "for cause," COPELAND shall be entitled, at a minimum, to benefits payable for termination for "Performance," described below. EMIC shall have the right to continued use of its legal name, assumed names, and DBA's after termination of this Agreement for any reason.

Upon contesting the termination, COPELAND's salary shall be reinstated and paid to her so long as said mediation/arbitration does not exceed six (6) months. If it exceeds six (6) months, then EMIC may elect to reduce COPELAND's salary by fifty (50%) percent subject to reinstatement and reimbursement under the final arbitrator's award.

Section 7.04 <u>Termination without cause or for "Performance" by Employer</u>: This Agreement shall be terminated without cause only upon the death of COPELAND.

If COPELAND dies prior to the expiration of the term of her employment, any sums that may be due her from EMIC under this Agreement as of the date of death shall be paid to COPELAND's executors, administrators, heirs, personal representatives, successors and assigns. EMIC recognizes COPELAND'S extraordinary tenure and contribution, and the realistic limitations on COPELAND'S employment opportunities if she was to be terminated for "Performance." Under such circumstances as COPELAND'S termination for "Performance," EMIC agrees that COPELAND shall be entitled to damages under Section 2.04, the present value of the

remaining contract term, including all measurable benefits to COPELAND. Compensation shall be based on levels at the time of the breach and discounted to present value. COPELAND shall not be required to seek other employment to mitigate her loss after termination.

### Section 7.05 Merger, Transfer of Assets or Dissolution:

- (a) This Agreement shall not be terminated by any voluntary or involuntary dissolution of EMIC resulting from either a merger or consolidation in which EMIC is not the consolidated or surviving corporation or a transfer of all or substantially all of the assets of EMIC.
- (b) In the event of any such merger or consolidation or transfer of assets, EMIC's rights, benefits and obligations hereunder may be assigned, upon written consent of COPELAND, to the surviving or resulting corporation or the transferee of EMIC's assets.

#### ARTICLE VIII.

#### **GENERAL PROVISIONS**

Section 8.01 <u>Entire Agreement</u>: This Agreement contains the entire agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto, relating to the subject matter contained in this Agreement, which are not fully expressed herein.

Section 8.02 <u>Assignment</u>: No incomplete or continuing duty or right under this Agreement, nor any obligation herein shall be assignable by either Party without the prior written consent of the other Party.

Section 8.03 Notices and Statements: All notices, statements and/or requests for approvals ("notices") that either party hereto is required or may desire to give to the other shall be given in writing by addressing the same to the other at the address hereinafter set forth, or at such other address as may be designated, in writing, by any such party in a notice to the other. Notices shall be by either personal delivery, overnight courier (FedEx, etc.), or by first class registered mail, return receipt requested, postage prepaid, deposited in the United States Mail. Said notice shall be deemed served and received on the date executed on a receipt of acceptance or if by personal delivery, upon physical delivery of the same.

The parties agree and acknowledge that although they may communicate with each other through telefax, telex or telegram, these modes shall not be considered legal notice for the purposes of this Agreement. The addresses to which notices shall be given, unless written notice of a change is given, are:

To: GLORIA COPELAND

P. O Box 579

Newark, TX 76071

To: EMIC

14355 Morris Dido Rd.

Newark, TX 76071-9501

Section 8.04 Governing Law: All questions with respect to the construction of this Agreement, and the right and liabilities of the parties hereto, shall be governed by the laws of the State of Texas. The Parties also agree that the venue for this Agreement shall be in the County of Tarrant. Except as otherwise provided for herein, the Parties expressly waive any claim to jurisdiction in any federal or other state forum or venue in any other county or place.

Section 8.05 <u>Arbitration</u>: Any claim or dispute arising from or related to this Agreement, other than a claim for injunctive relief, shall be settled by mediation/arbitration in Tarrant County in accordance with the then governing *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. EMIC agrees to bear all costs related to any mediation or arbitration proceeding, regardless of how the same is brought.

Section 8.06 <u>Successors and Assigns</u>: Subject to the restrictions against assignment as herein contained, this Agreement shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in interest, personal representatives, their past and present attorneys, principals, agents, independent contractors, officers, directors, shareholders, parents, issue, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties hereto.

Section 8.07 <u>Modification</u>: This Agreement shall not be altered, modified or changed in any manner except by a writing executed by the party against whom it is to be enforced.

Section 8.08 <u>Waiver</u>: No breach of any provision of this Agreement can be waived unless in writing. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

Section 8.09 <u>Severability</u>: If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 8.10 <u>Further Assurances</u>: The undersigned represent and warrant that they shall do all acts and execute and deliver all documents necessary, convenient or desirable to further provisions and purposes of this Agreement.

Section 8.11 <u>No Presumptions</u>: It shall be presumed that each party jointly drafted this Agreement, and no other presumption of any kind shall inure or apply with regard thereto or concerning the interpretation or construction of this Agreement in the event of any ambiguities.

Section 8.12 <u>Counterparts</u>: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart.

Section 8.13 <u>Titles, Headings and Captions</u>: All titles, headings and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

Section 8.14 <u>Gender</u>: The use of the masculine gender herein is to be construed to include the feminine and the neuter where applicable. The use of the singular is to be construed to include the plural where applicable.

Section 8.15 Non-recital: The terms of this Agreement are contractual and are not mere recital.

Section 8.16 <u>Effective Date</u>: This Agreement shall be effective as of the date of its execution by the party last executing same or January 1, 2002, whichever is sooner.

Section 8.17 <u>Voluntary Agreement</u>: The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and understand the contents thereof, the Parties further represent that they each sign this Agreement freely, voluntarily and without duress.

Section 8.18 <u>Corporate Action, etc.</u>: Each corporate Party hereto represents and warrants that it is duly organized under the laws of the state or country of its incorporation has taken all necessary action to authorize the execution and delivery of this Agreement; and that the execution and performance of this Agreement do not, and will not, violate any provisions of its Articles or Certificate of Incorporation, its By-Laws, or any contract or other agreement to which it is a party.

Section 8.19 <u>Legal Capacity</u>: The parties hereto each represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform the obligations under this Agreement, on their own behalf and on the behalf of anyone

they represent and that no further approval or consent of any person or entity is necessary for them to enter into and perform the obligations contained in this Agreement.

IN WITNESS HEREOF the Parties sign and/or have caused this Employment Contract and Agreement to be signed by their duly authorized officers on the dates set forth herein below.

CHURCH, INC.	IATIONAL
Ву:	
Date:	
GLORIA J. COPELAND	
Date:	

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