# MINUTES

# STATED MEETING OF HOLSTON PRESBYTERY

# MAY 2, 2023

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**M****INUTES**

**STATED MEETING OF HOLSTON PRESBYTERY**

**HOLSTON PRESBYTERY CAMP AND RETREAT CENTER**

**BANNER ELK, NORTH CAROLINA**

**MAY 2, 2023**

Holston Presbytery met for its stated meeting at Holston Presbytery Camp and Retreat Center. Prior to the start of the meeting, commissioners and other guests were invited to come to the camp for a hike, lunch, and Bible study before the meeting began. The stated meeting opened at 1:20 PM. The meeting was opened with prayer and a Land Acknowledgement. Moderator Norris welcomed first time commissioners and guests. Moderator Rodney Norris introduced Dr. Lee King, President of Lees-McRae College, who gave a presentation about Lees-McRae. After Dr. King’s presentation, Moderator Norris recognized Dave Cohn, Executive Director of Holston Presbytery Camp and Retreat Center, who welcomed commissioners to the camp and introduced members of the Camp Board who were present. A quorum was present.

**ENROLLMENT:**

TEACHING ELDERS PRESENT/ABSENT:

|  |  |  |
| --- | --- | --- |
| **Name** | **Present** | **Absent** |
| **Adams, Collin** | **X** | **X** |
| **Alderman, Brian** |  | **X** |
| **Allen, William E.** |  | **X** |
| **Amstutz, Sharon**  |  | **X** |
| **Anderson, William** | **X** |  |
| **Armistead, Robert L.** |  | **X** |
| **Askew, Catherine Clasen** |  | **X** |
| **Austin, Richard C.** |  | **X** |
| **Barron, Earle** |  | **X** |
| **Bement, Gary** |  | **X** |
| **Bier, Tom**  |  | **X** |
| **Blackwelder, Andy** |  | **X** |
| **Bohn, Christine** |  | **X** |
| **Cartwright, Gregory** |  | **X** |
| **Cave, Payne** |  | **X** |
| **Chapman, Alan** |  | **X** |
| **Christian, H. Martin** |  | **X** |
| **Clark, Dan** |  | **X** |
| **Clements, Lee** |  | **X** |
| **Cobb, Harrell L.** |  | **X** |
| **Coggin, Mitch** |  | **X** |
| **Davis, Brandon** | **X** |  |
| **Donaldson, Dan** | **X** |  |
| **Fifield, Richard L.** |  | **X** |
| **Florence, Kaye** | **X** |  |
| **Hazelwood, Deven** |  | **X** |
| **Helphinstine, Paul** |  | **X** |
| **Hollingshead, Glenda** | **X** |  |
| **Hopper, Barron** |  | **X** |
| **Huff, Allen** | **X** |  |
| **Hutchison, Ralph** |  | **X** |
| **Hyers, William D.** |  | **X** |
| **Jenkins, Todd** | **X** |  |
| **Johnson, Khayla** |  | **X** |
| **Jordan, Greg** |  | **X** |
| **Kestner, C. Phillip** |  | **X** |
| **Knisley, Mark** | **X** |  |
| **Locke, Patricia** |  | **X** |
| **Martin, James** |  | **X** |
| **Martin, John L.** |  | **X** |
| **Mays, James** |  | **X** |
| **Meredith, Tim W.** |  | **X** |
| **Moore, Diana** | **X** |  |
| **Norris, Rodney** | **X** |  |
| **Randolph, J. David** | **X** |  |
| **Raum, Richard** |  | **X** |
| **Ray, Richard** |  | **X** |
| **Rolling, George L.** |  | **X** |
| **Russell, Karen** | **X** |  |
| **Rust, Maggie** | **X** |  |
| **Scruggs, Glenn** |  | **X** |
| **Schaus, Samuel** |  | **X** |
| **Sharrett, Lawrence** |  | **X** |
| **Shaw, Angus** | **X** |  |
| **Shelton, Mike** | **X** |  |
| **Steinle, Marshall** |  | **X** |
| **Sutherland, Terry** |  | **X** |
| **Weddington, Sam** | **X** |  |
| **Weisz, Stephen R.** |  | **X** |
| **Welch, David** |  | **X** |
| **White, Katherine** |  | **X** |
| **White, Ray** |  | **X** |
| **White, Robert** | **X** |  |
| **Whitesides, Davis** |  | **X** |
| **Willard, Pat** |  | **X** |
| **Wintringham, John** |  | **X** |
| **Wyatt, Brian** | **X** |  |
| **Young, William** |  | **X** |
|  |  |  |

MINISTERS OF OTHER DENOMINATIONS PRESENT/ABSENT:

|  |  |  |
| --- | --- | --- |
| **Name** | **Present** | **Absent** |
| **Diddle, Mark** |  | **X** |
| **Frye, Cynthia CHANGE** |  | **X** |
| **Playl, Steve** |  | **X** |

COMMISSIONED RULING ELDERS PRESENT/ABSENT:

|  |  |  |
| --- | --- | --- |
| **Name** | **Present** | **Absent** |
| **Austin, Jim** |  | **X** |
| **Ballinger, Calvin** |  | **X** |
| **Barnette, Anthony** | **X** |  |
| **Cagle, Tracy** | **X** |  |
| **Catts, John** |  | **X** |
| **Cobb, Marci** |  | **X** |
| **Culbertson, Mike** |  | **X** |
| **Dalton, David** |  | **X** |
| **Farmer, Mary Jane** |  | **X** |
| **Freshour, TJ** |  | **X** |
| **Helton, Gary** |  | **X** |
| **Johnson, Nancy** |  | **X** |
| **Light, David** |  | **X** |
| **Morelock, Jeff** |  | **X** |
| **Rice, Cheryl** |  | **X** |
| **Stevens, Betty** |  | **X** |
| **Tucker, John** |  | **X** |
| **Wilcox, Becky** |  | **X** |
| **Wise, Scott** |  | **X** |
| **Wright, Kathleen** |  | **X** |

RULING ELDER COMMISSIONERS:

|  |  |  |  |
| --- | --- | --- | --- |
| **Congregation** | **Principal** | **Alternate** | **Visitor/Other** |
| **Amity** |  |  |  |
| **Barton Springs** |  |  |  |
| **Bethel, Dandridge**  |  |  |  |
| **Bethel, Kingsport**  |  |  |  |
| **Blountville**  |  |  |  |
| **Bristol, First**  |  |  |  |
| **Cedar Creek**  |  |  |  |
| **Cedarview**  |  |  |  |
| **Chuckey**  |  |  |  |
| **Clinton** |  |  |  |
| **Cold Spring**  | Aggie King | Dan King |  |
| **Colonial Heights**  | Gretchen Bentley |  |  |
| **Cove Creek** |  |  |  |
| **Covenant**  | Ron Smith |  |  |
| **Cross Anchor**  |  |  |  |
| **Elizabethton, First**  | Kathy Wing |  |  |
| **Erwin** | Mike Reese |  |  |
| **Greeneville, First**  | David K. Sallee |  |  |
| **Hebron**  |  |  |  |
| **Hopewell**  | Jane Schule |  |  |
| **Jefferson City, First**  | Lyle Juroff |  |  |
| **Jennie Moore**  |  |  |  |
| **Johnson City, First**  |  |  |  |
| **Jonesborough**  | Eva Garst |  |  |
| **Keystone**  |  |  |  |
| **Kingsport, First**  | Richard Meyer |  |  |
| **Leesburg** |  |  |  |
| **Magill Memorial**  |  |  |  |
| **Morristown, First** |  |  |  |
| **Mountain City**  |  |  |  |
| **Mt. Hermon** |  |  |  |
| **New Bethel**  |  |  |  |
| **New Ebenezer**  |  |  |  |
| **New Market** |  |  |  |
| **New Providence** |  |  |  |
| **Newport** |  |  |  |
| **Oakland** |  |  |  |
| **Old Kingsport**  |  |  |  |
| **Philadelphia** |  |  |  |
| **Piney Flats**  |  |  |  |
| **Preston Hills**  | Carolyn Russ |  |  |
| **Reedy Creek, Bristol** |  |  |  |
| **Reedy Creek, Kingsport**  |  |  |  |
| **Rock Creek**  |  |  |  |
| **Rogersville** | Patricia Rhoton |  |  |
| **Salem**  | Barbara Wall |  |  |
| **Shady Valley** |  |  |  |
| **Shenandoah**  |  |  |  |
| **St. Paul**  |  |  |  |
| **Strawberry Plains** |  |  |  |
| **Tabernacle**  |  |  |  |
| **Timber Ridge** |  |  |  |
| **Tri City Korean**  |  |  |  |
| **Watauga Avenue**  | Dick Lura |  |  |
| **Waverly Road**  | Linda Qualls |  |  |
| **Weaver Union**  |  |  |  |
| **West Ridge** |  |  |  |
| **Zion** |  |  |  |

PRESBYTERY MODERATOR: Rodney Norris

PRESBYTERY VICE-MODERATOR: Kathi Cary

PRESBYTERY STAFF: John Golden, Diana Moore, Karen Russell

COMMITTEE CHAIRS: Paul Gabinet, General Mission Board

VISITING/CORRESPONDING TEACHING ELDERS/MINISTERS: Rev. Youngho Lee, Atlantic Korean American Presbytery, Rev. Melissa Tidwell, North Central California Presbytery

VISITORS: Dr. Lee King, President of Lees-McRae College, Kinney Hollingshead, First, Jefferson City, Justin Miller, First, Bristol, Mike Garrison, New Providence

 Holston Presbytery Camp and Retreat Center: Executive Director Dave Cohn, Program Director, Madeline Horne, Mitchell Cline, Office Manager, Caleb Chandler, Food Service Manager, Gwen Hunter, Covenant Presbyterian and Board Chair, Dan Dietrich, First, Kingsport, Board Member, Susan Lodal, Waverly Road, Board Member

The below consent agenda was adopted.

 Consent Agenda:

All matters listed under the Consent Agenda are considered to be in the normal course of business by the Presbytery and will be enacted by one motion in the form listed. If discussion is required from the floor of Presbytery, the item in question will be removed from the Consent Agenda and considered separately.

* Approve enrollment
* Declaration of quorum
* Approve giving visiting ministers voice
* Approve Minutes of February 4, 2023, Stated Meeting
* Appointment of Bill Anderson and Tracy Cagle as Committee on Thanks
* Appointment of Dan Donaldson and Angus Shaw to Bills & Overtures Committee
* Adoption of Docket

**INTRODUCTION OF NEW BUSINESS**: None.

**TRUSTEES REPORT** was given by Dan Donaldson.

INFORMATION:

1. Dave Welch has been elected the Treasurer of the Board of Trustees.

**RECOMMENDATIONS:**

1. That Holston Presbytery ratify the action of the Board of Trustees granting written permission to Rock Creek Presbyterian Church to sell the church manse at 119 Woodland Drive, Erwin, TN, for a fair market value. **APPROVED.**

*G-4.0206 a. Selling or Encumbering Congregational Property - A congregation shall not sell, mortgage, or otherwise encumber any of its real property and it shall not acquire real property subject to an encumbrance or condition without the written permission of the presbytery transmitted through the session of the congregation.*

1. That Holston Presbyter ratify the Memorandum of Understanding (MOU) between the TriCity Korean Presbyterian Church and Holston Presbytery, Inc. (MOU is attached at Appendix 1). **APPROVED.**

At the time of this vote, the Rev. Youngho Lee, Interim Pastor of the TriCity Korean Presbyterian Church, and the Transitional Executive Presbyter Karen Russell joined Dan Donaldson to discuss the importance of this memorandum and how this expands the relationship between the TriCity Korean Presbyterian Church and Holston Presbytery

1. That Holston Presbytery ratify the land lease entered into between Holston Presbytery Camp and Retreat Center and Holston Presbytery, Inc. (Land lease is attached at Appendix 2). **APPROVED.**

For the last item of the Trustees Report, the Transitional Executive Presbyter Karen Russell, Dave Cohn, Executive Director, Holston Presbytery Camp and Retreat Center, Gwen Hunter, President of the Camp Board, and other members of the Camp Board joined Dan Donaldson to discuss this item. After the vote on this matter, there was a Moment of Worshipful Celebration which acknowledged the past but focused on the hopeful future between Holston Presbytery Camp and Retreat Center and Holston Presbytery. The Transitional Executive Presbyter offered a prayer of thanksgiving and blessing for the new relationships with the camp and with the TriCity Korean Presbyterian Church.

**REPORT ON THE AMENDMENT VOTE BY PRESBYTERIES** was given by Karen Russell.

**TRANSITIONAL EXECUTIVE PRESBYTER’S REPORT** was given by Karen Russell.

INFORMATION:

Activities since last meeting:

* Accepted resignation of Treasurer; engaged the services of a company to provide bookkeeping services and clean up our financial records; worked with banks, David Light and Diana Moore to get bank access to all bank accounts and determine balances
* Have acted as payables clerk and financial manager since Feb. 17 including distributing all Five Cents a Meal checks
* Made multiple trips to Kingsport to check mail and get checks signed
* Worked with insurance agent to clarify what property we are covering, and at what premiums
* Determined several places where money can be saved, including the worker’s compensation insurance policy which dropped by $1200
* Worked with the bookkeeping service to reconcile bank and system records and create a balance sheet that properly reflects our financial position
* Worked to obtain permit to resume work on the Tri City Korean building
* Met several times with leadership of Tri City Korean
* Met with the Campus Ministry Committee
* Oversaw and assisted work to upgrade lighting in the campus house and paint the upstairs rooms; will meet with housekeeping service to determine the best way to keep the house in better condition (note: “assisted” means I made several trips to Lowes)
* Met with Chris Shumate and Dr. Hummel at Tusculum University re: covenant agreement and possible partnerships
* Met with Dave Cohn and Mitchell at camp regarding finalizing agreements regarding the cabin operation
* Preached at Piney Flats, Cold Spring, Covenant, Reedy Creek Bristol; attended session meeting at Greeneville First
* Met with leadership of the Tabernacle Soup Kitchen regarding moving forward to support the ministry there, and next steps on the building
* Read theology ordination exams
* Moderated three session meetings at Cold Spring
* Attended the Executive Forum of Synod of Living Waters
* Virtually attended the Synod of Living Waters meeting

Upcoming Events

* Presbyterian Leader Fellowship gathering in Baltimore, May 7-12
* Extended vacation in May/June
* Review and updating of covenant agreement with Tusculum University, and coordinating a joint signing at their October board meeting and our November stated meeting
* Update of personnel manual and financial policies and procedures

Call for Nominations – Please encourage members of your congregations to volunteer to serve on a presbytery committee.

**TREASURER’S REPORT:** The Administration and Budget Committee Chair Dave Welch/Treasurer of the Board of Trustees and the Transitional Executive Presbyter provided an update on changes to the format of the financial reports. The Presbytery accepted the 2022 End of Year Treasurer’s Report at the February 2023 Stated Meeting. However, because the format has been changed and some figures updated for the 2022 End of Year Reports, the reports have been presented again for acceptance. These reports are at Appendix 3.

**RECOMMENDATION:** That the 2022 End of Year Treasurer’s Reports in a new format and updated information be accepted. **APPROVED.**

**TRANSITIONAL STATED CLERK’S REPORT** was given by Diana Moore.

INFORMATION:

1. On March 31, 2023, Douglas LaPointe resigned his ordination in the PC(USA) and in Holston Presbytery. This amounts to a renunciation of jurisdiction under the provisions of *Book of Order* G-2.0509. He has been removed from the membership and ordered ministry in the Presbyterian Church (USA). This report is public notice of his renunciation and removal from the rolls of membership.
2. The review of session records will be held in three geographic clusters this year. Each session moderator or clerk of session (or designee) is invited to bring their session’s minutes for review at the place/date/time that is most convenient for them. The session minutes will be peer-reviewed by each other at the in-person gathering and should take no more than one hour to complete. The dates for the meetings are June 24 (Hopewell Presbyterian Church, Dandridge), July 8 (First Presbyterian, Johnson City), and July 22 (First Presbyterian, Kingsport). More information will be forthcoming as the dates approach.
3. Pursuant to the *Book of Order* G-3.0301, the presbytery shall have a goal of numerical parity between teaching elders and ruling elders. As of December 31, 2022, Holston Presbytery had 57 resident teaching elders (active resident and members-at-large), and 65 ruling elders (commissioners, eligible CREs, and any ruling elder presbytery moderator) so entitled to vote, thus there is no imbalance that needs to be redressed. (See attached Rolls.)
4. Report on the 2023 Synod of Living Water’s annual meeting has been received. (See attached report.)
5. Received the minutes of the Commission to Install the Rev. Glenda Hollingshead as the pastor of First Presbyterian Church, Jefferson City. (See attached.)
6. Who has voice and vote at Holston Presbytery meetings is summarized below:

Who can speak and vote at presbytery meetings:

* Active member, teaching elders
* Member-at-large, teaching elders
* Primary ruling elder commissioners
* The presbytery moderator, if they are a ruling elder
* Commissioned Ruling Elders who have completed Level II Training and who are under contract

Who can speak at presbytery meetings:

* Corresponding members
* Certified Christian educators
* Others permitted by the presbytery (e.g. committee moderators, staff, guests)
1. The *Book of Order* D-5.0206b. reads that: *The stated clerk of the governing body shall keep a current roster of those members of the permanent judicial commission whose terms have expired within the past six years. The names shall be arranged alphabetically within classes beginning with the most recent class. Whenever the permanent judicial commission reports its inability to obtain a quorum, the stated clerk shall immediately select, by rotation from that roster, a sufficient number of former members of the permanent judicial commission to constitute a quorum. The stated clerk shall report the roster annually to the governing body.*

The current roster of members of the Permanent Judicial Commission whose terms have expired within the past six years are:

Class of 2022

 Scott Wise (Ruling Elder – Bristol)

 Carol Baird (Ruling Elder – Jonesborough)

 Mark Knisley (Teaching Elder)

Class of 2020

Brian Wyatt (Teaching Elder)

 William Phillips (Ruling Elder—Rogersville)

Class of 2018

Ed Hutchinson (Ruling Elder—Mt. Hermon)

1. The 2022 Annual Statistical Cumulative Report for Holston Presbytery is attached at Appendix 4.

Roll of Ministers as of December 31, 2022

Active Ministers (Resident):

Collin Adams Kaye Florence (HR) Karen Russell

Brian Alderman Paul Helphinstine Maggie Rust

Sharon Amstutz Barron Hopper (HR) Samuel Schaus

William Anderson (HR) Allen Huff, Jr. Angus Shaw (HR)

Robert Armistead (HR) William D. Hyers Mike Shelton

Earle Barron (HR) Seong Cheol-Im Marshall Steinle

Gary Bement (HR) Todd Jenkins Terry Sutherland (HR)

Andy Blackwelder Khayla Johnson Sam Weddington

Christine Bohn Greg Jordan (HR) Sherrolyn Weed (HR)

Payne Cave (HR) C. Phillip Kestner (HR) David Welch

Gregory Cartwright Mark Knisley (HR) Robert White

Alan Chapman (HR) Douglas LaPointe Davis Whitesides (HR)

H. Martin Christian (HR) John R. Martin (HR) John Wintringham (HR)

Lee Clements (HR) James Mays (HR) Brian Wyatt

Harrell L. Cobb (HR) Rodney Norris

Brandon Davis J. David Randolph

Dan Donaldson (HR) Richard Raum (HR)

Richard L. Fifield (HR) George L. Rolling (HR)

Active Ministers (Non-Resident) Member-At-Large (Resident)

William E. Allen (HR) Thomas M. Bier

Catherine Clasen Askew Deven Hazelwood

Dan Clark (HR) Tim Meredith

Richard C. Austin (HR) Diana Moore

Mitch Coggin Patricia Willard

Pat Locke Katherine White

James Martin (HR) Ray White

Richard Ray (HR)

Lawrence Sharrett

Thomas M.L. Wade (HR)

Stanley Webster (HR)

Stephen R. Weisz (HR)

William Young (HR)

Member at Large (Non-Resident)

Ralph Hutchison

Glenn Scruggs

Members Temporarily Enrolled

None

Members of Other Denominations Serving in Temporary Relationships with a Contract

Mark Diddle

Steve Fryl

Members of Other Denominations Serving in Temporary Relationships

Robert Rainwater

Roll of Certified Christian Educators as of December 31, 2022

Eileen B. Madden Russ Pearson

Roll of Certified Associate Christian Educators as of December 31, 2022

None

Persons Added to the Rolls in 2022

Andy Blackwelder

Brandon Davis

Richard Raum

Karen Russell

John Wintringham

Persons Removed from the Rolls in 2022

Yale Gunn (death 4/6)

Brad Napier

David Prentice-Hyers

David Sims (death 2/25)

David Strickler

Roll of Commissioned Ruling Elders as of December 31, 2022

Level I Level III Level III (continued)

Jim Austin Gloria Baird David Dalton

Tracy Cagle\* Calvin Ballinger Mary Jane Farmer\*

TJ Freshour Anthony Barnette\* David Light

Gary Helton John Catts Jeff Morelock

Cheryl Rice Marci Cobb\* John Tucker\*

Betty Stevens Mike Culbertson Scott Wise\*

 Kathleen Wright

Level II

(None)

(\* denotes under contract with a congregation)

**SYNOD OF LIVING WATERS REPORT**
Teaching Elder Karen Russell

Synod of Living Waters – Stated Meeting

January 23, 2023

Hybrid Virtual and In-Person Meeting at Trinity Presbyterian Church, Nashville

The Transitional Executive Presbyter of Holston Presbytery attended the meeting virtually.

Despite a great deal of planning the meeting was afflicted with ongoing technical difficulties, but due to the technical expertise and creativity of the synod Executive Director, the meeting was able to continue.

The newly installed president of Columbia Seminary was slated to preach, but apparently did not have the correct date on his calendar. Stated Clerk Charlie Evans rose to the occasion admirably and was able to deliver an effective sermon.

New officers were elected and installed. Dr. Ann Laird Jones was installed as moderator. Charlie Evans continues as stated clerk, and Sally Hughes continues as Treasurer. The Vice Moderator position is still vacant.

There are vacancies related to Holston Presbytery. We do not currently have an elected commissioner to the synod, and it is our turn to nominate a member of the permanent judicial commission. We have been encouraged to fill these positions as quickly as possible.

The Synod is requesting information on the use of technology grants, both on how the money was used and the impact of the grants. We will need to ask our grant recipients to send us information on how they utilized the funds, and hopefully have some stories to tell. With pictures.

Based on a recommendation from the Executive Forum of the Synod, the Permanent Administrative Commission will review the funding formula for distribution of campus ministry funds to see if the funds are being distributed equitably, based on size of programming and impact. Right now, Holston Presbyter receives significantly less money than other presbyteries. Hopefully, we can make a case for additional funding in the future.

The good news from the meeting is that there will be NO increase in synod per capita assessment for 2023. That will remain at $3.98.

Other routine business was conducted during the meeting, but the items above are of concern to Holston Presbytery.

**Minutes of the Commission to Install the Rev. Dr. Glenda Hollingshead**

January 23, 2023

**MINUTES OF THE COMMISSION** of Holston Presbytery to install the Rev. Dr. Glenda Hollingshead as pastor of the First Presbyterian Church, Jefferson City, Tennessee.

The Commission, according to the appointment of Holston Presbytery, met at First Presbyterian Church, on Sunday, March 26th, at 1:30 PM, with the Commission members: the Rev. Diana Moore, the Rev. Rodney Norris, the Rev. Karen Russell, Commissioned Ruling Elder Calvin Ballinger from Bethel Presbyterian Church, Dandridge, and Ruling Elder John Zirkle from First Presbyterian Church, Jefferson City, Tennessee. The meeting was opened with prayer, and a quorum was present.

Rev. Rodney Norris was elected as Moderator and Rev. Diana Moore as Clerk of the Commission. Responsibilities and procedures for the Service of Installation were reviewed, and the Commission recessed to be reconvened in the presence of the congregation at 2:00 PM. The Commission agreed to adjourn following the Benediction.

In the presence of the congregation, the Commission was reconvened for worship. The Rev. Diana Moore preached from Genesis 12. As Moderator, Rev. Rodney Norris propounded the Constitutional Questions for the Pastor-elect, and Ruling Elder John Zirkle propounded the Constitutional Questions to the Congregation. All questions being answered in the affirmative, the Rev. Dr. Glenda Hollingshead was installed as pastor of the First Presbyterian Church, Jefferson City, agreeably to the Word of God and the constitution of the Presbyterian Church (U.S.A.). The installation prayer was led by Commissioned Ruling Elder Calvin Ballinger.

Members of the presbytery and others were invited to welcome the newly installed pastor into their fellowship in the ministry of the Word by sharing the peace of Christ. Rev. Karen Russell delivered a charge to the pastor. The Rev. Rodney Norris delivered a charge to the congregation. An offering was received for the Holston Presbytery Pastoral Care Fund.

At the conclusion of the service the Rev. Dr. Hollingshead pronounced the benediction. After the service, officers and members of the church gave to their new pastor an appropriate expression of cordial reception and affectionate regard.

**GENERAL MISSION BOARD COMMITTEE REPORT** was provided by Paul Gabinet.

General Mission Board

April 18, 2023

Minutes

In person at Covenant Presbyterian Church, Johnson City, at 3:00 PM.

Call to Order and Opening Prayer by Paul Gabinet at 3:00 PM.

Present: Paul Gabinet; Rodney Norris; Kathi Cary, ~~Bill Anderson~~: Chris Bohn; ~~Greg Cartwright~~; Todd Jenkins; Dave Light; Maggie Rust; Donna Sade, Sam Schaus; Marshall Steinle; ~~Dave Welch~~; Gwen Hunter; John Golden; ~~Kaye Florence~~, Karen Russell, and Diana Moore.

**Reports/Recommendations to the General Mission Board:**

Transitional Executive Presbyter’s Report Karen Russell

Transitional Stated Clerk’s Report Diana Moore

Treasurer’s Report

Moderator’s Report Rodney Norris

Vice-Moderator’s Report Kathi Cary

The written reports from the Transitional Executive Presbyter and the Transitional Stated Clerk are found in the Information Packet for the Stated Presbytery Meeting.

**REMINDER – SESSION RECORDS REVIEW**

The presbytery is mandated by our *Book of Order* (G-3.0108) to annually review the proceedings and actions of sessions within its jurisdiction—commonly referred to as a review of the session minutes. For Holston Presbytery, the administrative review of the session records is under the auspices of the General Mission Board.

To ensure that the session records review is accomplished and reported in the minutes of this calendar year, the General Mission Board determined that the review be held during the summer months in geographic clusters so that the results can be reported by November. The dates for the Session Records Review proposed for those meetings are June 24 (Hopewell Presbyterian Church), July 8 (First Presbyterian Church, Johnson City), and July 22 (First Presbyterian, Kingsport).

**COMMITTEE REPORTS**

Administration and Budget

1. Financial Reports are attached at Appendix 1 *(These are attached at Appendix 3.)*
2. Administration and Budget Report at Appendix 2
* **RECOMMENDATION TO THE GENERAL MISSION BOARD:**
1. That the General Mission Board affirm the MOU for the management of the Holston Meadows Cabin (Appendix 4). APPROVED (Motion by Maggie Rust, second by Rodney Norris). *(This is attached at Appendix 5.)*
2. That the General Mission Board affirm the engagement of Parker Business Solutions for bookkeeping and financial reporting, including payroll. APPROVED. (Motion by Chris Bohn, second by Todd Jenkins).
3. That the General Mission Board approve hiring an Administrative Manager (Appendix 5). APPROVED (Motion by Rodney Norris, second by Chris Bohn). *(Job Description is attached at Appendix 6.)*

The following items are for information purposes only. The Trustees will meet on April 24, 2023, and act on the following matters to bring to the presbytery: (1) the MOU with the TriCity Korean Presbyterian Church (Appendix 3) and (2) the land lease for Holston Meadows Cabin. *(These are attached as Appendices 1 and 2.)*

**Actions Referred to the General Mission Board by Presbytery:** None

**Proposed Docket and Reports for the May 2, 2023, Stated Meeting of Holston Presbytery, to be held at Holston Presbytery Camp & Conference Center.** APPROVED.

10:30 AM Registration

10:30 AM Hike led by Program Director Madeline Horne (for those who are interested)

11:30 AM Lunch ($10.00)

12:45 PM Small Group Bible Study

 1:15 PM Call to Order/Opening Prayer/Land Acknowledgement

Presentation by Dr. Lee King, Lees-McRae College

Worship led by the Rev. Brandon Davis, Watauga Avenue Presbyterian Church

Communion celebrated with pre-packaged elements

**Other Business**

**Sharing of Concerns and Prayers**

**Future Dates for the General Mission Board and Presbytery meetings in 2023 and 2024:**

General Mission Board Presbytery

July 18, 2023 (Tues) August 5, 2023 (Sat) First Presbyterian, Morristown

October 24, 2023 (Tues) November 7, 2023 (Tue) First Presbyterian, Jefferson City

**2024**

General Mission Board Presbytery

January 16, 2022 (Tues) February 3, 2024 (Sat) Rogersville Presbyterian

April 16, 2024 (Tues) May 7, 2024 (Tues) Vacant

July 16, 2024 (Tues) August 3, 2024 (Sat) Vacant

October 22, 2024 (Tues) November 12, 2024 (Tues) Vacant

**Adjournment**

The **General Mission Board Minutes Committee** approved the minutes. (Paul Gabinet, Todd Jenkins, Maggie Rust, Donna Sade, and Diana Moore)

**COMMITTEE ON MINISTRY REPORT** was given by Kaye Florence.

INFORMATION:

1. Approved the Installation Commission of the Rev. Glenda Hollingshead, as pastor of First Presbyterian Church (Jefferson City), on Sunday, March 26, 2021, 2:00pm, with the following members: the Rev. Rodney Norris (Rogersville Presbyterian Church, Moderator of Holston Presbytery), the Rev. Diana Moore, the Rev. Karen Russell, Elder John Zirkle (First Presbyterian Church Jefferson City), and Elder Calvin Ballinger (Bethel Presbyterian Church, Dandridge).
2. Approved the transfer of the Rev. Sherrolyn Weed to Grace Presbytery.
3. Approved the transfer of the Rev. Stanley Webster to Cincinnati Presbytery.
4. Appointed Rev. Allen Huff Moderator for New Market Presbyterian Church, effective March 1, 2023.
5. Approved the full-time Temporary Supply Contract between the Rev. Youngho Lee (Atlantic Korean American Presbytery) and Tri-City Korean Presbyterian Church, effective March 1, 2023, through February 29, 2024, with the following terms: Salary $2,000/month, reimbursable mileage at IRS professional rate, 4 weeks vacation, 2 weeks continuing education. (Rev. Lee’s faith statement and faith journey are attached.)
6. Approved the part-time Temporary Supply Contract between the Rev. Harrell Cobb and Spirit-Filled Fellowship, effective January 1, 2023, through December 31, 2023, with the following terms: 17 hours per week, Salary $1,500/month, Vacation 2 weeks per quarter.
7. Approved the part-time Temporary Supply Contract between CRE Marci Cobb and Cedar Creek Presbyterian Church, effective January 1, 2023, through December 31, 2023, with the following terms: 20 hours per week, Salary $1,700/month, Vacation 2 weeks per quarter; and appoint CRE Cobb as Moderator and authorize her to administer the Sacraments for Cedar Creek Presbyterian Church for the duration of the contract.
8. Approved the part-time Temporary Supply Contract between CRE Mary Jane Farmer and Blountville Presbyterian Church, effective March 1, 2023, terms as as follows: Work up to 19 hours per week, Salary $600/month, Housing Allowance $600/month, Mileage reimbursed at IRS Professional Rate not to exceed $175/month, Continuing Education $250/6 months, Vacation 2 weeks/6 months, Continuing Education 1 week/6 months; and appoint CRE Farmer as Moderator and authorize her to administer the Sacraments for Blountville Presbyterian Church for the duration of the contract.
9. Approved the request for Validated Ministry from the Rev. Robert White to serve as Interim Pastor for Greeneville Cumberland Presbyterian Church.
10. Approved the full-time Interim Pastor Contract between the Rev. Robert White and Greeneville Cumberland Presbyterian Church, effective 3/1/2023 through 2/29/2024, terminable with 30 days notice by either party, with the following terms: Salary $300/month, Housing Allowance $3,700/month, Professional Expenses $1,200 annually, Mileage reimbursed at IRS Professional Rate, Vacation 1 week/quarter; 2 days off/week; Dental and Vision (in lieu of health insurance and as offered through the PCUSA pending GCPC becoming a validated ministry); Death and Disability (as offered through the PCUSA pending GCPC becoming a validated ministry); and Employer Contributions to PCUSA Pension Plan (as permitted through the PCUSA pending GCPC becoming a validated ministry).
11. Interviewed the following individuals and approved their addition to the Pulpit Supply List.
12. Martin Dotterweich
13. Inquirer John Golden
14. Rev. Melissa Tidwell
15. Rev. Elizabeth Patrick
16. Interviewed the following individuals and approved their addition to the Pulpit Supply List.
17. Dr. Scott Hummel
18. Dr. Laura Ong
19. Rev. Dr. Mark Hutton
20. Appointed the Rev. Dr. Dan Donaldson moderator for Salem Presbyterian Church, effective 4/20/2023.
21. Appointed the Rev. Melissa Tidwell moderator for Strawberry Plains Presbyterian Church, effective 4/20/2023.
22. Received the report from the Transitional Stated Clerk that on March 31, 2023, Douglas LaPointe resigned his ordination in the PC(USA) and in Holston Presbytery. This amounts to a renunciation of jurisdiction under the provisions of *Book of Order* G-2.0509. He has been removed from the membership and ordered ministry in the Presbyterian Church (USA).
23. The updated Pulpit Supply List is available by request.

**CAMPUS MINISTRY REPORT** was given by John Golden.

INFORMATION:

**Director’s Report (Last Updated 4/19/2023)**

 Average attendance at Worship on Monday Nights: **12 students**

Average attendance at Open Space Small Group: **4 students**

Average attendance at Wednesday Bible Study: **3 students**

Attendance at Montreat College Conference: **6 students**

Attendance at the Colonial Heights Retreat at Holston Camp: **4 students**

Students that have attended an event with UKirk ETSU during Spring 2023: **29 students**

Other groups using the UKirk ETSU house this semester:

 Emmaus Episcopal Campus Ministry: Thursdays from 6:30-9:00pm

 Covenant Presbyterian Church Elder’s Retreat: January 28

 ETSU Career Services Resume Building Workshop: February 10

 Boy Scout Troop 68: February 17-19

Appalachian Peace Education Center, Erwin Citizens Awareness Network, and Green Interfaith Network, Inc.: March 25 & 26

CRE Training: May 4

Partnerships with the Christian Campus Ministry Association at ETSU (CMA):

 Lunch for ETSU Residential Advisors: January 11

 Donuts and Hot Chocolate: February 6

 Monthly CMA Meeting: January 26, February 23, March 23, April 20

Social Justice, Creation Care, and Campus Ministry

 Lake Cleanup with Keep Tennessee Rivers Beautiful, February 5

 Presentation by Stacy Larson of the River, March 6

 Tabling at “Can’t Drag Us Down!” Drag Show & Story Hour, March 31

 Spoke at “Day of Silence” event, April 14

 Trip to “Into the Fire” Pottery Painting, April 21

**Summer Agenda**

UKirk National Gathering, June 12-16

Chaplain at Holston Camp: July 16-21

Freshman and Transfer Student Orientations Dates: June 8, June 9, June 22, June 23, July 13, July 14, August 10, August 11.

Pulpit Supply: May 7, June 18, June 25, and other scheduled dates

Summer Work Day with Colonial Heights Presbyterian Church: Pending

Create campus ministry website

Design new brochure for tabling opportunities

Renovate basement to become primary site of worship

**MISSION AND EVANGELISM COMMITTEE REPORT** was given by Marshall Steinle.

INFORMATION:

1. 5₵-a-Meal Hunger Grants: In 2022, 33 Local and International Hunger Grant Applications (for $2,000 each) were received requesting a total of $66,000.00. In 2022, a total of $ 32,331.50 was received in 5₵-a-Meal contributions. Therefore, all 2022 hunger grant requests were funded at 48.99% (as previously reported at the December 2, 2022, stated presbytery meeting).

2. The 2023 5₵-a-Meal Hunger Grant Applications are attached at Appendix 8. There are different procedures this year and this is a new application (An additional application for international hunger grant requests will be forthcoming.) Churches may only sponsor **three (3)** organizations during a grant year. The deadline for grant applications is **October 15, 2023, and grants will be disbursed in January 2024.**

**ADMINISTRATION AND BUDGET COMMITTEE REPORT** was given by Dave Welch.

INFORMATION:

1. Acceptance of resignation of Treasurer/Financial Manager as of February 21, 2023.
2. Updated the Income Information for Transitional Executive Presbyter (TEP) and Transitional Stated Clerk
	1. Cash Salary for TEP to be $39,000; Housing Allowance $21,000 for a total effective salary of $60,000; Reimbursement $12,000; five weeks vacation, two weeks continuing education; SECA allowance equal to 7.65% of effective salary
	2. Cash Salary for Transitional Stated Clerk to be $1,000; Housing Allowance to be $11,000 for a total effective salary of $12,000; SECA allowance equal to 7.65% of effective salary.
3. Vacation and Time Away from the Office Updated
	1. TEP
		1. Wednesday, May 24-Monday, May 29 – Appointments and wedding in Illinois
		2. Tuesday, May 30 – Wednesday, June 21 – Vacation in Nova Scotia
		3. TBD October – Granddaughter’s Birthday in Nova Scotia
		4. Sunday, May 7 – Friday, May 12, Presbytery Leader Formation residency - Baltimore
	2. Transitional Stated Clerk
		1. Sunday, May 21- Sunday, May 28 – Beach Vacation with sister
		2. Thursday, June 15 – Monday, June 19 – Trip to DC
		3. Friday, July 28 – Sunday, July 30 – Family visit with niece in South Carolina
		4. Wednesday, August 9 – Monday, August 14 – GAPJC Meeting in Louisville
		5. Wednesday, October 25 – Monday, October 30 – GAPJC Meeting in Louisville
	3. UKirk Campus Minister
		1. Monday, June 12 – Friday, June 16 – Ukirk National Retreat and Pre-Meeting Workshop – Masssanetta Springs, VA
		2. Friday, September 8 – Wedding attendance
		3. Friday, November 10 – Monday, November 13 – Wedding attendance
4. Updated information on Financial Record Keeping
	1. Engagement Agreement with Parker Business Consulting (Lila Reyes), Knoxville, TN
	2. Change in Signatures on Checks
	3. Transitional Stated Clerk (deposits) and TEP (disbursing)
5. Repairs to Campus House
	1. Use of Rix’s Renovation (also working on TriCity Korean Presbyterian Church
6. Updated status of TriCity Korean Presbyterian Church and Presbytery Office
	1. Stop Work Order
	2. Response to Stop Work Order
	3. Memorandum of Understanding with church (Appendix 1)*(This is attached as Appendix 1.)*
7. Holston Meadows Cabin
	1. Updated on proposed Memorandum of Understanding between Holston Camp and Holston Presbytery for the Holston Meadows Cabin (Appendix 2). *(This is attached as Appendix 5.)*
	2. Cabin Staining and sealing
	3. Bathroom floors
	4. Landscaping
	5. New materials/furnishings this year
8. Updated Budget Matters relating to
	1. Insurance premiums
	2. Workers Compensation Renewal
	3. Financial Advisory Committee
9. New position recommended – Administrative Manager (Appendix 3) *(This is attached as Appendix 6.)*

**NOMINATIONS COMMITTEE REPORT** was given by Bill Anderson. Commissioners were encouraged to invite individuals to submit their names for nominations.

**THERE WAS NO REPORT FROM THE COMMITTEE ON PREPARATION FOR MINISTRY REPORT OR FROM THE DISCIPLESHIP COMMITTEE.**

**PREVIOUSLY DOCKETED NEW BUSINESS FOR TODAY**: None.

**PROMOTIONS** were shared with the presbytery.

**THE COMMITTEE ON THANKS** reported.

**JOYS AND CONCERNS** were shared with the Presbytery. Vice Moderator Kathi Cary closed with prayer.

**WORSHIP-** The meeting closed with worship and celebration of the Lord’s Supper with the Rev. Brandon Davis preaching. The worship service focused on Lament and Repentance. An offering in the amount of $316.00 was collected for Five Cents a Meal.

**APPENDICES**

Appendix 1 – Trustees Report – Memorandum of Understanding between TriCity Korean Presbyterian Church and Holston Presbytery

Appendix 2 – Trustees Report – Land Lease between Holston Presbytery and Holston Presbytery Camp and Retreat Center

Appendix 3 – Updated 2022 End of Year Reports

Appendix 4 – Transitional Stated Clerk’s Report – 2022 Annual Statistical Report

Appendix 5 – General Mission Board - Memorandum of Understanding between Holston Presbytery and Holston Presbytery Camp and Retreat Center (Cabin)

Appendix 6 – General Mission Board – Administrative Manager Job Description

Appendix 7 – Mission and Evangelism – Five-Cents-A-Meal Applications

**ADJOURNMENT**: The Moderator closed the meeting with prayer. The meeting was adjourned at 4: 27 PM.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Rodney Norris, Moderator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diana Moore, Transitional Stated Clerk

Appendix 1 – Trustees Report – Memorandum of Understanding between TriCity Korean Presbyterian Church and Holston Presbytery

**Memorandum of Understanding between**

**Tri City Korean Presbyterian Church**

**And**

**Holston Presbytery, Inc.**

This memorandum of understanding between Tri City Korean Presbyterian Church (Congregation) and Holston Presbytery, Inc. (Presbytery) is intended to describe the agreement between Congregation and Presbytery as to the purchase, renovation, and use of the property located at 2501 W. Market St., Johnson City, TN.

Both parties understand that this agreement does not cover every contingency or aspect of the use of the property, but is intended to describe a relationship between Congregation and Presbytery that acknowledges their joint interest in supporting their mutual ministries, and that the building be used for the furtherance of the kingdom of God.

The building located at 2501 W. Market St., Johnson City, TN, was purchased by the Congregation in January, 2023, with the proceeds from the sale of their former church building, and with an additional $47,719.21 from Holston Presbytery’s loan fund for redevelopment/revitalization of immigrant and African American congregations and fellowships. In addition, Holston Presbytery provided up to $50,000 in renovation funds for the building.

These funds, totaling $97,719.21 are made available to Tri City Korean Presbyterian Church in the form of a zero-interest loan, with payments to be made as an “in-kind” provision for office space for Holston Presbytery in the building at 2501 W. Market St. A lease reflecting the “in-kind” rental payments will be executed prior to the Presbytery occupying the space.

In exchange for office space, $1500 monthly will be credited to the Congregation’s outstanding loan amount. At the end of ten years, any loan balance still outstanding will be forgiven. Should the loan be forgiven, the Presbytery will retain use of office space rent-free until such time as it is no longer needed. The Presbytery will provide alarm monitoring services and internet service for the entire building while it occupies the office space. The Congregation will be responsible for the utilities for the building, to include the space used by the Presbytery. Utilities include electric, water, and trash pickup.

Utility payments will be prorated on a square footage basis monthly, and Tri City Korean will invoice Holston Presbytery for the amount due for the area occupied by the presbytery. Insurance, maintenance, capital improvements beyond initial renovations, and other building costs are the responsibility of Tri City Korean Presbyterian.

Should the Congregation be able to pay the remaining balance at any time, Holston Presbytery may retain use of the office space for a cash rental fee of $1500 per month, or return the space to the Congregation. Other obligations (utilities, insurance, etc.) will continue as noted above.

Nothing in this agreement replaces or supersedes the Constitution of the Presbytery Church (USA), including the trust clause regarding church property held in trust for the denomination through the presbytery.

* *All property held by or for a congregation, a presbytery, a synod, the General Assembly, or the Presbyterian Church (U.S.A.), whether legal title is lodged in a corporation, a trustee or trustees, or an unincorporated association, and whether the property is used in programs of a congregation or of a higher council or retained for the production of income, is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.).* G‐4.0203 Church Property Held in Trust (*Book of Order*, (2019-2021/23). Should the congregation be dissolved, the property shall revert to the presbytery.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tri City Korean Presbyterian Church Holston Presbytery

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

Appendix 2 – Trustees Report – Land Lease between Holston Presbytery and Holston Presbytery Camp and Retreat Center

**STATE OF NORTH CAROLINA**

**GROUND LEASE AGREEMENT**

**COUNTY OF AVERY (**Triple Net)

**THIS GROUND LEASE AGREEMENT** (“Lease”) is made as of the day of

 , 2023 (“Effective Date”), by and between **HOLSTON PRESBYTERY CAMP AND RETREAT CENTER, INC**., a North Carolina nonprofit corporation, (the “Landlord”) and **HOLSTON PRESBYTERY OF THE PRESBYTERIAN CHURCH (USA), INC.,** a Tennessee

nonprofit corporation (the “Tenant”).

**STATEMENT OF PURPOSE**

Landlord is the fee simple owner of a certain tract of land located in Avery County, North Carolina, consisting of approximately 6.41 acres of land having a physical location at 506 Parallel Road, Banner Elk, North Carolina, identified as Parcel 1848004399160000, on the current tax rolls of the Avery County Property Assessor (the “Demised Premises”). With Landlord’s prior consent Tenant has constructed or caused to be constructed upon the Demised Premises a cabin-style dwelling designed for short-term rental to the general public (the “Cabin” or “Improvements”). To describe their respective rights, privileges, obligations, and undertakings with respect to the Demised Premises and the Cabin, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Demised Premises upon the terms, provisions, and conditions hereinafter set forth in this Lease.

**WITNESSETH:**

In consideration of the rent to be paid, the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. ***Demised Premises.*** Landlord hereby leases and rents to Tenant, and Tenant hereby leases and rents from Landlord, the Demised Premises, together with all easements, rights- of-way, streets, alleys, passages, waters, water courses, water privileges, tenements, hereditaments, appurtenances and rights, whatsoever, now or hereafter, in any way belonging, relating or appertaining to the Demised Premises.
2. ***Term of Lease; Extension Options****.* The term of this Lease (“Term”) shall begin as of the first day of the month following the Effective Date hereof and shall continue for an initial Lease term of five (5) years, unless sooner terminated or extended in accordance with the terms hereof.
	1. *Extension Options*. Provided no Event of Default nor Condition to Extension (hereinafter defined) exists at the time of the exercise of the option to extend the Term hereof, Tenant may renew this Lease and extend the Term hereof for three (3)

consecutive periods of five (5) years each (each such five (5) year period being hereinafter referred to as an “Extension Period”) on the same terms and provisions as provided in this Lease (as amended from time to time), by delivering written notice of the exercise of such election to extend to Landlord no sooner than 180 days nor later than 90 days before the expiration of the then current Term. During any Extension Period, any reference in this Lease to the Term shall mean the Term as extended for such Extension Period. If Tenant fails or omits to give Landlord notice in the manner and within the time required, or if Tenant having given the required notice thereafter defaults under this Lease which is not cured as herein provided, then this Lease shall terminate as of the end of the Term or the Extension Period, as the case may be. For each Extension Period Tenant shall pay to Landlord as consideration for the extension of the Lease a sum equal to one-half of the rent payable for the last month of the expiring term, which shall be tendered to Landlord within 30 days after the commencement of the new Extension Period.

* 1. *Conditions to Extension.* Notwithstanding the foregoing, any option to extend the Term of this Agreement is conditional and is voidable at Landlord’s sole discretion if one or more of the following has occurred:
		1. Tenant is in default beyond any applicable cure period in the performance of any of its obligations under this Agreement at the time Tenant exercises any extension option, or at the time of commencement of any Option Period.
		2. This Agreement has ever been assigned or sublet by Tenant other than as set forth in this Agreement.
1. ***Rent; Triple Net*.** Tenant shall pay to Landlord for the use and occupancy of the Demised Premises during the Term annual rent (“Rent”), payable by Tenant to Landlord in monthly installments on the first day of each month, together with applicable sales or use tax, if any, as follows:
	1. *Defined Terms*. For the purposes of this section, (1) “Gross Revenue” means the result of all money, fees, compensation, and credits received for vacation or other temporary rentals and services of or from the Demised Premises; and (2) “Lease Year” means each period of 12 consecutive calendar months during the term of the Lease, starting on the Commencement Date.
	2. *Rent Amount.* The amount of annual Rent is the sum equal to 17% of Gross Revenue for each Lease Year, payable in monthly installments invoiced to Tenant as increments of Gross Revenue are received during the preceding month.
	3. *Mode of Payment.* Tenant shall pay all Rent to Landlord invoiced to Tenant within fifteen (15) calendar days after the date of invoice in lawful money of the United States of America at the following address (the “Landlord’s Address”):

Holston Presbytery Camp and Retreat Center, Inc.

P. O. Box 428

Banner Elk, NC 28604

or to such other person or at such other place as Landlord may from time to time designate by written notice.

* 1. *Triple Net Lease.* This Lease is intended to be a “net net net” lease, also called a “triple net lease,” wherein Tenant shall be responsible for paying all taxes, insurance, and maintenance costs associated with the Demised Premises and Improvements. Landlord shall receive all rent or lease payments free and clear of any and all impositions, encumbrances, charges, obligations, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating costs, maintenance charges, construction costs, and any other charges, costs, and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof and any extension period. All of said charges, costs, and expenses shall constitute additional Rent secured by this Lease, and upon the failure of the Tenant to pay any such costs, charges, or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent or make lease payments. The Tenant shall at no time be entitled to any abatement or reduction in rent or lease payments that are payable under this Lease except as otherwise expressly stated in this Lease.
1. ***Condition and Use of Demised Premises.***
	1. Tenant may only use the Demised Premises for the operation of a short-term rental cabin located thereon and for no other purpose without the Landlord’s prior written consent. Tenant shall at all times in the use of the Demised Premises and the performance of this Lease comply with all laws, ordinances, decrees, orders, rules and regulations of any lawful authority, agency or governmental unit having jurisdiction over the Demised Premises required by any such authority, agency, or governmental unit and shall save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. Without limiting the generality of the foregoing, Tenant shall not do or permit any act or thing which might impair the value of the Demised Premises or any part thereof or which constitutes waste or public or private nuisance.
	2. Landlord makes no representation or warranty with respect to the condition of the Demised Premises or its fitness or availability for any particular use or purpose and shall not be liable for any latent or patent defect therein. Tenant has occupied the Demised Premises prior to the Effective Date of this Lease and represents and warrants to Landlord that it has found the Demised Premises to be without fault and acceptable for its intended use.
2. ***Taxes***. Tenant agrees to pay all Real Estate Taxes (hereinafter defined) payable with respect to the Demised Premises and all improvements or any other structures or improvements from time to time located on the Demised Premises (collectively, the “Improvements”) for each calendar year during the Term. “Real Estate Taxes” shall be all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which may be payable during each calendar year of the Term for the Demised Premises, the Improvements and Tenant’s Property (hereinafter defined), including without limitation, all (i) ad valorem real property taxes and assessments (including installments of special assessments required to be paid during the calendar year). Tenant’s obligation to pay Real Estate Taxes, or any other taxes or charges hereunder, shall in no event include Landlord’s general

income taxes, inheritance, estate or gift taxes, if any. Tenant shall have the right to contest any Real Estate Taxes, at Tenant’s cost (provided Landlord shall cooperate with Tenant at no cost to Landlord), provided that no such contest shall defer or suspend Tenant’s payment of Real Estate Taxes pending the contest, but if by law it is necessary that such payment be suspended to preserve or protect Tenant’s contest, then the contest shall not be undertaken unless either: (a) there is first deposited with Landlord a sum equal to the amount of the Real Estate Taxes, penalty, interest and any costs that are the subject of the contest to be held by Landlord as indemnity to pay such taxes; or (b) a bond or similar indemnity is posted with and accepted by the Governmental Authority assessing such taxes which shall operate to release the Demised Premises (and Landlord’s interest therein) from the lien of the Real Estate Taxes.

1. ***Utilities***. During the term of this Lease, Tenant shall pay for all electricity, gas, water, heat, air conditioning, sewerage, janitorial, garbage disposal, lawn and grounds maintenance, brush removal, snow removal, and all other utilities or services relating to its use or occupancy of the Demised Premises.
2. ***Insurance and Indemnity.***
	1. *Liability Insurance.* Tenant shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect a policy of commercial public liability and property damage insurance with respect to the Demised Premises, the Improvements and Tenant’s use, including steam boiler insurance if applicable, with limits of $1,000,000. per occurrence for personal injury and property damage. Landlord shall be an additional named insured in such policy.
	2. *Casualty Insurance.* Tenant agrees to carry, at its expense, insurance against fire, vandalism, windstorm, malicious mischief, and other such perils as are from time to time included in a standard “all risk” insurance policy with extended coverage endorsement, insuring the Demised Premises, the Improvements and Tenant’s Property in an amount equal to the full replacement cost thereof and to furnish Landlord, upon request from Landlord, with a certificate evidencing such coverages. Tenant has an obligation to repair or restore the Improvements, and all insurance proceeds made available to Tenant shall be used by Tenant for repair or restoration of Improvements.
	3. *Policy Requirements.* The company or companies writing any insurance which Tenant is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance, shall at all times be subject to Landlord’s reasonable, good faith approval, which approval by Landlord shall not be unreasonably withheld, delayed or conditioned. Each policy evidencing such insurance shall name Landlord and/or its designee as additional insured(s) (or, in the case of mortgagees, as mortgagee under a standard mortgage clause) and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Landlord or its designee. A copy of each paid policy evidencing such insurance or a certificate of insurance certifying as to the issuance of such policy shall be delivered to Landlord prior to commencement of Tenant’s work on the Demised Premises and, upon renewals, not less than fifteen (15) days prior to the

expiration of such coverage. If Tenant shall fail to perform any of its obligations under this Section 7, Landlord may perform the same and the cost of same shall be deemed additional Rent and shall be payable upon Landlord’s demand.

* 1. *Indemnity*. Except for loss, injury or damage caused by the gross negligence, omissions or willful misconduct of Landlord, its employees, contractors, invitees or agents, Tenant covenants to indemnify Landlord, and save it harmless, from and against any and all claims, actions, damages, injuries, accidents, liability and expense, including reasonable attorneys’ fees, in connection with or arising from, or occasioned wholly or in part by, any act or omission of Tenant, its agents, contractors, employees or invitees occurring at the Demised Premises.
1. ***Maintenance; Repairs; Alterations; Reconstruction.*** Tenant shall promptly and diligently repair, restore, replace, or remedy all damage to or destruction of all or any part of the Demised Premises. Except (i) where due to the negligence of Landlord, its agents, or contractors, or (ii) pursuant to a separate written agreement between Landlord and Tenant, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Demised Premises, all such matters being the sole duty and responsibility of Tenant.
2. ***Ownership of Improvements; Removal****.* All improvements, including the building, constructed on the Demised Premises by Tenant as permitted by this Lease shall be owned by Tenant unless Tenant is in default of this lease. Upon default of this lease, Tenant shall remove Tenant’s goods, wares, inventory, merchandise, trade fixtures, furniture, accessories, and signage located on or within the Demised Premises (“Tenant’s Property”). Property in the nature of fixtures to the Demised Premises such as installed appliances, cabinetry, HVAC components, electronic security apparatus, and the like, shall remain with the Demised Premises and shall, without compensation to Tenant, then become the property of Landlord, free and clear of all claims to or against them by Tenant, or any third person. The Premises shall be delivered clean, with all equipment in working order and pest free. At Landlord’s option, upon expiration of the Term or termination of this Lease, Tenant may be required to remove and level all Improvements on the Leased Premises at Tenant’s expense. Disposition of the property should this lease not be renewed for any reason other than default of this lease will be subject to agreement of both parties as to an equitable division.
3. ***Assignment and Subletting****.* Except as expressly permitted herein, Tenant shall not assign, mortgage, encumber or in any manner transfer, in whole or in part, this Lease or any estate or interest therein, nor sublet the Leased Premises or any part thereof, without Landlord’s written consent, which may be withheld or conditioned by Landlord for any reason. Any attempted assignment, subletting, mortgage, hypothecation, encumbrance or transfer of any kind or character or other transfer herein without Landlord’s prior written consent shall be void and confer no rights upon any third party. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the Leased Premises shall not operate to exhaust Landlord’s rights under this Section 10. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein or sublet the Leased Premises or any part thereof, Tenant shall not be released from any of its obligations under this Lease unless a release is given, in writing, by Landlord. A short-term rental for vacation or recreational

purposes in the ordinary course of its rental program shall not be construed to be a subletting governed by this section.

1. ***Default by Tenant; Landlord’s Remedies.***
	1. *Events of Default.* If any one or more of the following events (individually, an “Event of Default”) occurs:
		1. if Tenant fails to make payment of the Rent within five (5) days after the same becomes due and payable; or
		2. if Tenant fails to make payment of additional Rent when the same becomes due and payable and such condition continues for a period of thirty (30) days after the due date; or
		3. if Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure is not cured by Tenant within a period of thirty (30) days after receipt by Tenant of Notice thereof from Landlord, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case it shall not be deemed an Event of Default if Tenant proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof provided, however, in no event shall such cure period extend beyond ninety (90) days after such Notice; or
		4. if Tenant files a petition in bankruptcy or reorganization for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Tenant shall be adjudicated a bankrupt and such adjudication shall not be vacated or set aside or stayed within sixty (60) days after the entry of an order in respect thereof, or if a receiver of Tenant or of the whole or substantially all of the assets of Tenant shall be appointed in any proceeding brought by Tenant or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant and shall not be vacated or set aside or stayed within sixty (60) days after such appointment; or
		5. if Tenant is liquidated or dissolved, or begins proceedings toward such liquidation or dissolution, or, in any manner, permits the sale or divestiture of substantially all of its assets; or
		6. if, except as expressly permitted herein, the estate or interest of Tenant in the Demised Premise or any part thereof is voluntarily or involuntarily transferred, assigned, conveyed, levied upon or attached in any proceeding (unless Tenant is contesting such lien or attachment in good faith in accordance with applicable law); or
		7. if, except as a result of damage, destruction or a partial or complete Condemnation as contemplated by this Lease, Tenant voluntarily ceases operations on the Demised Premise for a period in excess of thirty (30) days;

then, and in any such event, Landlord may exercise one or more remedies available to it herein or at law or in equity, including but not limited to its right to terminate this Lease by giving Tenant not less than ten (10) days’ Notice of such termination.

If litigation is commenced with respect to any alleged default under this Lease, the prevailing party in such litigation shall receive, in addition to its damages incurred, such sum as the court shall determine as its reasonable attorneys’ fees, and all costs and expenses incurred in connection therewith.

No Event of Default (other than a failure to make a payment of money) shall be deemed to exist under clause (a) during any time the curing thereof is prevented by a claimed force majeure event as defined in Section 19, provided that upon the cessation of such claimed force majeure event, Tenant remedies such default or Event of Default without further delay.

* 1. *Surrender*. If an Event of Default occurs (and the event giving rise to such Event of Default has not been cured within the curative period relating thereto as in paragraph (a) above) and is continuing, whether or not this Lease has been terminated pursuant to paragraph (a) above, Tenant shall, if requested by Landlord so to do, immediately surrender to Landlord the Demised Premise including, without limitation, any and all books, records, files, licenses, permits, keys, and security codes relating thereto, and quit the same and Landlord may enter upon and repossess the Demised Premise by summary proceedings, ejectment or otherwise, and may remove Tenant and all other Persons and any and all personal property from the Demised Premise, subject to rights of any hotel guests and to any requirement of law. Tenant hereby waives any and all requirements of applicable laws for service of notice to re-enter the Demised Premise. Landlord shall be under no obligation to, but may if it so chooses, relet the Demised Premise or otherwise mitigate Landlord’s damages.
	2. *Damages*. Neither (a) the termination of this Lease, (b) the repossession of the Demised Premise, (c) the failure of Landlord to relet the Demised Premise, nor (d) the reletting of all or any portion thereof, shall relieve Tenant of its liability and obligations hereunder, all of which shall survive any such termination, repossession or reletting. In the event of any such termination, Tenant shall forthwith pay to Landlord upon demand:
1. all Rent due and payable with respect to the Demised Premise to and including the date of such termination;
2. all costs, charges, and expenses incurred by Landlord to repair any damages to the Improvements and to make the Demised Premises suitable for re-let; and
3. if Landlord elects under Section 9 that the Demised Premises be returned without Improvements, all costs, charges, and expenses incurred by Landlord to remove the Improvements and restore the Demised Premises
	1. *Waiver*. If this Lease is terminated pursuant to this section Tenant waives, to the extent permitted by applicable law, (a) any right to a trial by jury in the event of summary proceedings to enforce the remedies set forth in this section, and (b) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt and Landlord waives any right to “pierce the corporate veil” of Tenant other than to the extent funds shall have been fraudulently paid by Tenant to any Affiliate of Tenant following a default resulting in an Event of Default.
	2. *Application of Funds.* Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Event of Default shall be applied to Tenant’s obligations in the order that Landlord may determine or as may be prescribed by the laws of the State.
	3. *Landlord’s Right to Cure Tenant’s Default.* If Tenant fails to make any payment or to perform any act required to be made or performed under this Lease, and fails to cure the same within the relevant time periods provided in this section, Landlord, without waiving or releasing any obligation of Tenant, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Demised Premise for such purpose and take all such action thereon as, in Landlord’s opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses, in each case to the extent permitted by law) so incurred, together with a late charge thereon (to the extent permitted by law) from the date on which such sums or expenses are paid or incurred by Landlords, shall be paid by Tenant to Landlord on demand. The obligations of Tenant and rights of Landlord contained in this section shall survive the expiration or earlier termination of this Lease.
4. ***Default by Landlord; Tenant’s Remedies.***
	1. *Events of Default.* It shall be a breach of this Lease if Landlord fails to observe or perform any term, covenant or condition of this Lease on its part to be performed and such failure continues for a period of thirty (30) days after Notice thereof from Tenant, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Landlord, within such thirty (30) day period, proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof. The time within which Landlord shall be obligated to cure any such failure also shall be subject to extension of time due to the occurrence of any Unavoidable Delay.
	2. *Right to Cure.* Subject to the provisions of paragraph (a), if Landlord breaches any covenant to be performed by it under this Lease, Tenant, after Notice to and demand upon Landlord, without waiving or releasing any obligation hereunder, and in addition to all other remedies available to Tenant, may (but shall be under no obligation at any time thereafter to) make such payment or perform such act for the account and at the expense of Landlord. All sums so paid by Tenant and all costs and expenses (including, without limitation, reasonable attorneys’ fees) so incurred, shall be paid by Landlord to Tenant on demand or, following entry of a final, nonappealable judgment against Landlord for such sums, may be offset by Tenant against the Rent

next accruing or coming due. The rights of Tenant hereunder to cure and to secure payment from Landlord in accordance with this paragraph (b) shall survive the termination of this Lease with respect to the Demised Premise.

1. ***Condemnation***. In the event, during the term of this Lease or any extension thereof, the entire Demised Premises are acquired by the exercise of the power of eminent domain, or so much thereof as shall render the same not reasonably suitable to Tenant’s uses, this Lease shall terminate at the time possession must be surrendered, and the Tenant shall be relieved of all future rental or other payments provided herein except payments as may expressly survive the end of the Lease. In the event that a portion of the Demised Premises is taken on which no improvements have been made, and if adequate parking remains available on the Demised Premises, and if vehicular ingress and egress is not substantially injured, then in that event, this Lease shall not terminate. Any award or proceeds of condemnation relating in whole or in part to the improvements made to the Demised Premises shall belong to the Landlord and Tenant in proportion to the ownership of the condemned property or improvement immediately preceding the date of taking. Landlord shall have sole direction over the negotiation or litigation involving such condemnation.
2. ***Destruction of Demised Premises.***
	1. *Reconstruction of Damaged Premises.* In the event the Improvements or the Demised Premises shall be partially or totally destroyed by fire or other casualty, unless this Lease is terminated as hereinafter provided, the Tenant shall within sixty (60) days after the later of such damage or the receipt by Tenant of any insurance proceeds in respect of such casualty, commence and shall thereafter diligently and continuously prosecute to completion the restoration, replacement or rebuilding of the Improvements. Tenant shall repair the Improvements and the Demised Premises in accordance with the initial plans and specifications for the construction of such Improvements. Notwithstanding anything contained herein to the contrary, if more than ten percent (10%) of the floor area of the Improvements shall be damaged or destroyed by fire or other casualty within the last three (3) years of the initial Term (or last two (2) years of any Extended Term), then Tenant may elect to terminate this Lease by giving written notice to Landlord of its election to so terminate within sixty (60) days after the occurrence of such damage or destruction, in which event, this Lease shall terminate, the insurance proceeds for damage or loss to the Improvements (but not Tenant’s property) shall be paid over to Landlord, and the parties shall be relieved from all further obligations hereunder.
	2. *Waiver of Subrogation*. Each party hereto does hereby release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried or required to be carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance. Each of Landlord and Tenant shall request its insurance carriers to include in its policies such a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of its insured thereunder.
3. ***Inspection***. Landlord and its authorized representatives may enter the Demised Premises or any part thereof at all reasonable times for the purposes of inspecting the same for its own uses and purposes. Landlord shall not have any duty to make any such inspection nor shall it incur any liability or obligation for not making any such inspection.
4. ***Liens***. Tenant will not, directly or indirectly, create or permit to be created, or to remain, and will discharge, any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Demised Premises or any part thereof, Tenant’s interest therein, or the rent or any other sum payable under this Lease, other than (i) this Lease itself and any permitted assignment or sublease hereof, (ii) liens for taxes, assessments or other charges not yet payable, or payable without the addition of any fine, penalty, interest, or costs for nonpayment, or being contested as permitted hereby, (iii) liens arising under the North Carolina Uniform Commercial Code (NCGS 25-9-101 *et seq*.) which encumber only the personal property and trade fixtures of Tenant located on or at the Demised Premises, which personal property and trade fixtures Tenant is entitled to remove at the end of the Lease, and (iv) liens of mechanics, materialmen, suppliers or vendors, or rights thereto, incurred in the ordinary course of business, which Tenant shall remove and discharge within sixty (60) days of such liens having been filed.
5. ***Environmental Compliance.***
	1. *Tenant’s Responsibility.* Tenant covenants and agrees that the Demised Premise will, at all times during its use or occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits, and regulations of all state, federal, local, and other governmental and regulatory authorities, agencies, and bodies applicable to the Demised Premises, pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials, including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended, (all hereafter collectively called “Laws”). No material shall be installed in the Demised Premises, by Tenant or any employee, agent, or contractor of Tenant, which contains any asbestos or other toxic or hazardous waste or substance; or which causes, or could cause, the Demised Premises to be in violation of any Laws: (i) when such material is installed; (ii) while such material remains on the Demised Premises; or (iii) when such material is disturbed or removed.
	2. *Tenant’s Liability.* Tenant shall hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant’s failure to comply with this Section 17, including, but not limited to: (i) the cost of bringing the Demised Premises into compliance with all Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Demised Premises to confirm that the Demised Premises have been brought into compliance with all Laws; and (iii) the reasonable fees and expenses of Landlord’s attorneys, engineers, consultants, and testing facilities incurred by Landlord in enforcing and confirming compliance with this section.
	3. *Covered Property.* For purposes of this Section 17, the Demised Premises shall include the real estate covered by this Lease, all improvements placed on the Demised Premises by Tenant and all personal property and fixtures located on or used in connection with the Demised Premises (including that owned by Tenant).
	4. *Inspections by Landlord.* Landlord and its engineers, technicians, and consultants (collectively the “Auditors”) may, from time to time as Landlord deems appropriate, after reasonable notice to Tenant, conduct periodic tests and examinations (“Audits”) of the Demised Premises and the Improvements to confirm and monitor Tenant’s compliance with this section. Such Audits shall be conducted in such manner as to minimize the interference with Tenant’s permitted activities; however, in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant’s compliance with this section. Tenant shall fully cooperate with Landlord and its Auditors in the conduct of such Audits. The cost of such Audits shall be paid by Landlord unless an Audit shall disclose a material failure of Tenant to comply with this section, in which case the cost of such Audit, and the cost of all subsequent Audits made during the Lease Term and within thirty (30) days thereafter (not to exceed two (2) such Audits per Lease Year), shall be paid for by Tenant within fifteen (15) days of receipt of invoices from Landlord.
	5. *Landlord’s Liability.* The foregoing covenants and undertakings of Tenant contained in this Section 17 shall not apply to any condition or matter constituting a violation of any Laws to the extent such violation is caused by, or results from, the acts or neglects of (i) Landlord or its officers, employees, agents, contractors, guests, or invitees; (ii) prior owners or occupants of the Demised Premises; or (iii) owners or occupants of other properties within the vicinity of the Demised Premises. In such cases, Landlord shall hold Tenant free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Tenant shall incur, or which Tenant would otherwise incur, but reason of Landlord’s failure to comply with this Section 17, including, but not limited to: (x) the cost of bringing the Demised Premises into compliance with all Laws; (y) the reasonable cost of all appropriate tests and examinations of the Demised Premises to confirm that the Demised Premises have been brought into compliance with all Laws; and (z) the reasonable fees and expenses of Landlord’s attorneys, engineers, consultants, and testing facilities incurred by Landlord in enforcing and confirming compliance with this section.
	6. *Liability After Termination of Lease.* The covenants contained in this Section 17 shall survive the expiration or termination of this Lease and shall continue for so long as the parties hereto and their successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which either party has agreed to indemnify the other under this Section 17.
6. ***Notices***. Any notice or submission required or permitted under this Lease shall be in writing and shall be delivered or sent personally, by prepaid certified or registered mail, or by Federal Express, or similar US Mail express mail service, or delivery service providing a proof of delivery, addressed to the parties hereto at the following addresses:

For Landlord: Director

Holston Presbytery Camp and Retreat Center, Inc.

P.O. Box 428

Banner Elk, NC 28604

For Tenant: Stated Clerk

Holston Presbytery of the Presbyterian Church (USA), Inc.

P. O. Box 3647 Kingsport, TN 37664

Any such party may from time to time by notice as provided herein designate a different address to which notices to it shall be sent. Such notices and submissions shall be deemed delivered: on the date of delivery if personally delivered; three (3) days after mailing if sent by certified or registered mail; and the next business day if sent by Federal Express or similar expedited delivery service providing a proof of delivery.

1. ***Force Majeure.*** In the event that Landlord or Tenant is unable to perform its obligations (other than the payment of rent) under this Lease as a result of natural disaster, war, terrorist activities, strike, lockout, labor issues, civil commotion, act of God, or any other event beyond the control of the Landlord or Tenant, the party shall not be in breach of this Lease if the party diligently performs the obligations not impaired by the force majeure event and makes up any deferred or impaired performance after the end of the force majeure event. The party claiming the application of this section shall give written notice to the other party as soon as reasonably practicable in the event of non-performance due to a force majeure event.
2. ***Quiet Possession.*** Landlord agrees that so long as Tenant fully complies with all of the terms, covenants, and conditions on the Tenant’s part to be kept and performed Tenant shall and may peaceably and quietly have, hold, and enjoy the Demised Premises for the stated Term of this Lease, it being expressly understood and agreed that this covenant of quiet enjoyment shall be binding upon Landlord, its successors or assigns, but only during such party’s ownership of the Demised Premises.
3. ***Recording***. Landlord and Tenant agree that upon request of either party, a memorandum of this Lease will be recorded in the Avery County, NC Public Registry, but that this Lease itself will not be so recorded.
4. ***Gender, Singular, Plural.*** As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.
5. ***Nature and Extent of Agreement.*** This instrument and any exhibits and addenda made a part hereof contain the complete agreement of the parties regarding the terms and conditions of the Lease of the Demised Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein.

This instrument creates only the relationship of Landlord and Tenant between the parties hereto as to the Demised Premises, and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. This Lease supersedes any prior understandings, whether written or oral, between the parties respecting the subject matter of this Lease. No amendment, modification, or alteration of the terms hereof shall be binding upon a party unless it is in writing, dated subsequent to the date hereof, and duly executed by all parties to this Lease. This Lease shall not be construed to authorize either Landlord or Tenant to act as agent for the other, except as expressly permitted by the terms hereof. The laws of the State of North Carolina shall govern the validity, interpretations, performance and enforcement of this Lease. Both parties acknowledge that Holston Presbytery, Inc. remains subject to the provisions of the constitution of the Presbyterian Church (U.S.A.) in regards to this agreement and any other.

1. ***Execution; Counterparts.*** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but which together constitute only a single agreement. Landlord and Tenant further covenant and warrant that each has full right, title, power, and authority to make, execute, and deliver this Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed and sealed all in pursuance of proper legal authority, as of the day and year first above written.

***Landlord:***

**HOLSTON PRESBYTERY CAMP AND RETREAT CENTER, INC.**

By:

Printed name:

As its:

Title or office

***Tenant:***

**HOLSTON PRESBYTERY OF THE PRESBYTERIAN CHURCH (USA), INC.**

By:

Printed name:

As its:

Title or office

Appendix 3 – Updated 2022 End of Year Reports

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Appendix 4 – Transitional Stated Clerk’s Report – 2022 Annual Statistical Report



Appendix 5 – General Mission Board - Memorandum of Understanding between Holston Presbytery and Holston Presbytery Camp and Retreat Center (Cabin)

This Memorandum of Understanding, between Holston Presbytery, Inc. (HP), and Holston Presbytery Camp and Retreat Center (HPCRC), seeks to facilitate the operation of the Holston Meadows Cabin, located at 560 Parallel Road, Banner Elk, NC 28604. Holston Meadows Cabin is a structure that is fully owned by Holston Presbytery, Inc., and is on land fully owned by Holston Presbytery Camp and Retreat Center.

This Memorandum of Understanding, dated , assumes that both HP and HPCRC wish to retain their respective ownership of the cabin and the land, and both have a vested interest in the cabin operating at a positive cash flow. Both HP and HPCRC view the cabin as part of their respective ministries and wish to jointly manage the operation of the cabin in a way that reflects the overall mission of Christ, which is to love one another and others as we are loved by God. This Memorandum of Understanding is not intended to address every contingency or circumstance, but both parties agree to resolve any situation in a way which reflects our desire to imitate Christ in all things and at all times. Additional agreements between the parties are set out in a Ground Lease of concurrent date.

The provisions of this Memorandum of Understanding are:

* HPCRC will receive 17% of the gross revenue (including cleaning fees) from Holston Meadows Cabin.
* HPCRC will serve as the On-Site manager of the property for both structure and land.

This management includes:

* + Serve as the primary contact for guests;
	+ Working with and being primary contact for the housekeeping staff, including communicating any needed supplies (amenities, linens, dishes, etc.) to HP
	+ Trash removal as needed when guests are there
	+ Mowing/trimming the yard as needed;
	+ Any use of HPCRC equipment or supplies for the purpose of maintenance or repairs will be reimbursed to HPCRC by HP at the hourly rate of $35. This includes, but is not limited to, lawn/landscaping equipment, excavation equipment, snow removal equipment, and ice melt products.
	+ Any use of HPCRC staff outside of trash removal, lawn mowing/trimming, or routine repairs (i.e., filters, minor leaks), will be reimbursed to HPCRC at the hourly rate of $35.
* HP will serve as the financial manager of the property and improvements. This management includes:
	+ Prompt approval and payment of expenses necessary to the continued operation of the cabin as a short term rental property;
	+ Capital or other non-budgeted expenses will be approved by the General Mission Board of HP.
	+ Emergency repairs will be approved by the HP Transitional Executive Presbyter either via e mail or phone call with the Executive Director of HPCRC or other authorized staff.
	+ Prompt remittance to HPCRC their portion of gross revenue and any reimbursable amounts on a monthly basis, by bank draft or check, upon invoicing of HP of the amount due, but no later than 15 days after the invoice date.
* Emergency repairs or maintenance over budgeted amounts will be approved by the HP Transitional Executive Presbyter, who remains accountable to the General Mission Board.
* HP and HPCRC will jointly review capital improvement and maintenance needs at least annually, by September 1 of each year. Approval of capital improvements or maintenance must be approved by the Administration and Budget Committee of HP, upon recommendation of the Transitional Executive Presbyter.
* HPCRC and HP will review the operating expenses, prior to the drafting of HP’s annual operating budget.
* HPCRC will have the opportunity to review the cabin-related portion of the proposed operating budget of HP.
	+ HP and HPCRC will jointly set rental rates, which shall be reviewed at least annually by May 1 of each year.
	+ HPCRC will have the flexibility to offer discounts up to 25% based on vacancies. Rate adjustments based on vacancies need not be communicated to HP. Any adjustments to regular rates shall be considered temporary until reviewed and agreed to jointly by HP and HPCRC.

This Memorandum of Understanding supersedes and replaces any previous agreement between HPCRC and HP concerning the property known as Holston Meadows Cabin. This agreement also is subject to all provisions of the Constitution of the Presbyterian Church (U.S.A.) regarding property issues.

Holston Presbytery, Inc. Holston Presbytery Camp and Retreat Center, Inc.

By:

Title:

Appendix 6 – General Mission Board – Administrative Manager Job Description

**Administrative Manager (Part Time):**

Flexible position as administrative manager. Responsibilities will include the general management of our office administration and communications, including greeting visitors, answering incoming phone calls, purchasing office supplies , maintaining the organizational calendar, scheduling meetings, sending out information and reminders, handling incoming and outgoing mail, creating and copying reports and meeting packets, typing and formatting minutes, filing, and record retention. Previous office management experience preferred; proficiency in Microsoft Office and Google Workspace helpful. Hours are negotiable; salary based on experience.

**Administrative Manager Responsibilities**

* Overseeing general office operation;
* Purchasing office supplies and equipment and maintaining proper stock levels;
* Producing reports, composing correspondence, and drafting newsletters;
* Creating presentations and other reports;
* Updating and maintaining web site and social media accounts;
* Maintaining database and updating contact information;

**Administrative Manager Proficiencies**

* Microsoft Office or similar software, including Outlook
* Ability to work as part of a team
* Ability to work with moderate supervision; take initiative
* Willingness to learn

Appendix 7 – Mission and Evangelism – Five-Cents-A-Meal Applications

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