

**FIRST AMENDMENT TO  
UNITED CAMPS, CONFERENCES AND RETREATS FACILITY MANAGEMENT AGREEMENT**

This First Amendment to United Camps, Conferences and Retreats Facility Management Agreement (“First Amendment”), dated as of \_\_\_\_\_ (“Effective Date”), is by and between **UNITED CAMPS, CONFERENCES AND RETREATS**, a California domestic non-profit corporation (“UCCR”), and **CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY** (“Owner”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below).

**RECITALS**

WHEREAS, UCCR and Owner entered into that certain United Camps, Conferences and Retreats Facility Management Agreement dated May 22, 2020 (“Agreement”) regarding the property/facilities commonly known as Tall Oaks (“Facility”); and

WHEREAS, the Novel Coronavirus-19 (“Coronavirus”) pandemic has negatively impacted registrations for and the financial performance of the Facility; and

WHEREAS, UCCR and Owner desire to amend the Agreement: (i) in response to the impact the Coronavirus is having on the Facility; (ii) to help ensure on-going operations for both the Owner’s Facility and UCCR’s business; (iii) to provide a mechanism for Owner to pay for income deficits resulting from reduced reservations associated with Coronavirus; and (v) to modify certain other terms and conditions of the Agreement, all as more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Effective as of the Effective Date of this First Amendment, and continuing through December 31, 2020, the Agreement is modified as follows.

A. Notwithstanding anything to the contrary contained in the Agreement:

i. Commencing August 1, 2020, for Administrative Services, UCCR will charge a base fee in the amount of Five Thousand Two Hundred Eighty-One and No/100 Dollars (\$5,281.00) per month plus a supplemental fee of 5% of all site revenues less than or equal to \$22,000 received in a given month and 12% of all such monthly site revenues greater than \$22,000.

ii. On or before the fifteenth (15<sup>th</sup>) day of each month, commencing in September 2020 and continuing each month through January 2021, Owner will deposit into the Facility operating account, with good funds, an amount equal to the cumulative Facility deficit as of the end of the previous month. In the event Owner does not timely pay the cumulative deficit, UCCR will have the right, but not the obligation, to terminate the Agreement upon thirty (30) days’ prior written notice to Owner. In the event UCCR so terminates the

Agreement, Owner will pay all amounts due to UCCR through the effective date of termination in the amount and manner prescribed by the Agreement.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be constructed to modify, invalidate or otherwise affect any provision of the Agreement or any right of UCCR arising thereunder.

3. This First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

[Signatures Next Page]

OWNER AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

OWNER: CHRISTIAN CHURCH (DISCIPLES OF CHRIST)  
OF GREATER KANSAS CITY

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name, Print Title]

UCCR: UNITED CAMPS, CONFERENCES AND RETREATS,  
a California domestic non-profit corporation

By: \_\_\_\_\_  
Mike Carr, CEO