

## **DISMISSAL AGREEMENT**

### **(Dismissal by Presbytery)**

This Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PRESBYTERY OF KENDALL, INC., an Idaho nonprofit corporation ("Presbytery"), and PRESBYTERIAN CHURCH OF BIG WOOD, INC., an Idaho nonprofit corporation (the "Church"). Presbytery and the Church are sometimes referred to individually as a "Party" and collectively as the "Parties."

### **Recitals**

A. The Church has been a member church and congregation of Presbyterian Church (U.S.A.) ("PCUSA"), through Presbytery and PCUSA's Synod of the Pacific.

B. The Church has requested ecclesiastical dismissal from membership in Presbytery and PCUSA (the "Dismissal").

B. For the Church's Dismissal, Presbytery and the Church desire to set forth in this Agreement the terms of the Dismissal.

NOW THEREFORE, in consideration of the mutual covenants and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Presbytery and the Church agree as follows:

#### 1. Definitions.

1.1 Property. For all purposes of this Agreement "Property" means all property belonging to the Church including, real and personal, tangible and intangible property.

1.2 Section G-4.0203 ("Church Property Held in Trust") of the Book of Order, Part II of THE CONSTITUTION OF THE PRESBYTERIAN CHURCH (U.S.A.) (the "Trust Clause " formerly in Chapter 8 of the Book of Order), states that: "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.)."

1.3 Real Property. The Church holds legal title to the real property described on **Exhibit “A”** (the “Real Property”), and acknowledges that Presbytery claims rights in the Real Property under the Trust Clause.

1.4 Contract Date. The term “Contract Date” as used in this Agreement refers to the first date by which (a) Presbytery and the Church have each actually executed by this Agreement, (b) Presbytery has approved this agreement, (c) the Church acting through its Session has approved this Agreement, and (d) the Congregation of the Church has approved this Agreement. If Presbytery and the Church do not execute this Agreement on the same date, the Contract Date shall be the date on which this Agreement is executed by the second of Presbytery and the Church to sign. The Contract may or may not coincide with the reference date appearing on the cover page or on the first page of this Agreement.

1.5 Definition of Claims. For purposes of this Agreement, the term, "Claims," means all existing claims, demands, and causes of action for all existing and future damages and remedies of any nature which arise by virtue of facts and events that shall have occurred before the Closing, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED, whether in contract or in tort, or arising under or by any statute, regulation, or ecclesiastical law, including claims in equity, negligence, gross negligence, breach of contract, and for all other losses and damages of any kind, including all actual damages, all consequential damages, all exemplary and punitive damages, all penalties of any kind, all physical or mental injury damages, and attorneys' fees and costs of court. This definition further includes all elements of damages, all remedies, all claims, demands, and causes of action now recognized by law or that may be created or recognized in the future in any manner, including by statute, regulation, or judicial decision. The term, "Claims," includes no obligations set forth in this Agreement or the documents executed by the Church or Presbytery, in connection herewith.

2. Closing. The closing of the transaction contemplated hereby (the “Transaction”) shall take place within ten (10) days after the Contract Date (the “Closing”).

2.1 Dismissal. At the Closing Presbytery for itself and as representative of and trustee of PCUSA will release and dismiss the Church as a member congregation of PCUSA, through Presbytery and PCUSA's Synod of the Pacific (“Synod”) by the execution and delivery to the Church of a Document of Dismissal in the form attached hereto as **Exhibit “B.”**

2.2 Payment of Funds. At the Closing the Church shall pay Presbytery Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00) (the "Funds"). The Funds shall be delivered to Presbytery in accordance with wiring instructions delivered by Presbytery to the Church. One Hundred Sixty Thousand Dollars and 00/100 (\$160,000.00) of the Funds shall be used by Presbytery only for the building and maintenance of capital improvements at Camp Sawtooth.

2.3 Release of Trust. The Church recognizes that prior to the delivery of the Release of Trust it holds legal title to the Property with Presbytery claiming rights in the Real Property under the Trust Clause. At the Closing Presbytery shall release (subject to the Reversionary Interest and the Excluded Property described below) all right it has in the Property by the execution and delivery to the Church of a Bill of Sale, Assignment, and Release of Trust (the "Release of Trust") in the form of **Exhibit "C"** and a quitclaim deed in the form of **Exhibit "G."**

2.4 Reversionary Interest. At the Closing the Church shall convey to Presbytery a reversionary interest in the Real Property for a period of ten (10) years from the Closing Date (the "Reversionary Interest"). At the Closing the Church shall execute and deliver to Presbytery a quitclaim deed in the form of **Exhibit "D"** (the "Reversionary Deed"). The Reversionary Interest shall be as follows:

If any substantial portion of the Real Property ceases to be used regularly for a period of ninety (90) days as a school, a place of worship, a place of religious study, a place of fellowship, a place of residence all in furtherance of the Church's Christian ministry as a Reformed Christian Church within ten (10) years after the Closing such Real Property shall revert to Presbytery and the Church shall forfeit all its right, title or interest in the same. During said ten (10) year period, if any portion of the real Property is sold, leased, exchanged or otherwise transferred or otherwise utilized for any purpose contrary to the terms hereof without the written consent of Presbytery, such portion shall revert to Presbytery and the Church shall lose its right, title, or interest in such portion of Real Property. Notwithstanding the immediately preceding sentence, the granting of a deed of trust on any or all of the Real Property to a commercial financial institution to cause the Real Property to serve as security of all the Real Property for a loan which will be used exclusively to maintain and/or improve the Real Property shall not cause a reversion to Presbytery. If any of the Real Property reverts hereunder the Church shall quitclaim such portion of the Real Property to Presbytery without payment of any amount by Presbytery or the transfer of any other consideration to the Church from

Presbytery. Presbytery shall have the right, at any time, to come upon the Real Property to inspect the same and to review the books and records of the Church to assure that the Real Property is being used in accordance with the terms hereof. The terms hereof including, but not limited to, the terms of the Reversionary Interest, are specifically enforceable by Presbytery. Provided further, Presbytery shall be entitled to an injunction to prohibit any violation of the terms hereof.

2.5 Promissory Note. On or before the Closing The Church shall execute a Promissory Note (the "Note") in the form of **Exhibit "E"** and deliver the original to Presbytery. It is agreed that (i) the Note is given for consideration the receipt and sufficiency of which are hereby acknowledged; and (ii) the Note evidences the legal obligation of the Church. The Church shall comply with all terms of the Note. The indebtedness evidenced by the Note is in addition to the Funds as described in paragraph 2.2.

2.6 Evidence of Authority. At the Closing Presbytery shall deliver to the Church organizational and authorizing documents to the extent reasonably required by the Church setting forth Presbytery's authority to consummate the Transaction and the authority of the person or persons executing this Agreement, the Release of Trust, the Document of Dismissal, Presbytery's Deed, and the Document of Release of Claims defined below on behalf of Presbytery. At the Closing the Church shall deliver to Presbytery organizational and authorizing documents to the extent reasonably required by Presbytery setting forth the Church's authority to consummate the Transaction and the authority of the person or persons executing this Agreement, the Reversionary Deed, the Note, and the Document of Release of Claims described below on behalf of the Church.

2.7 Indemnity by the Church regarding Property. The Church agrees to indemnify, defend, and hold harmless Presbytery, PCUSA, and Synod, and all of its and their members, managers, officers, employees, agents, servants, representatives, affiliates, successors, assigns, and insurers, against all civil Claims in connection with or relating to the Property.

### 3. Release of Claims.

3.1 Release by Presbytery. At the Closing Presbytery, on behalf of itself, PCUSA, and Synod, shall release and forever discharge the Church of and from all Claims. Presbytery, on behalf of itself, PCUSA, and Synod, releases and forever discharges the Church's session, board of trustees, discernment team, members, managers,

officers, and employees of and from all Claims arising from or relating to the Dismissal by the execution of a Document of Release of Claims in the form of **Exhibit "F."**

3.2 Release by the Church. At the Closing the Church shall release and forever discharge PCUSA, Presbytery, Synod, and all of its and their members, managers, officers, employees, agents, servants, representatives, affiliates, predecessors, successors, assigns, and insurers, of and from all Claims, including, but not limited to all claims arising from or relating to the Dismissal by the execution of a Document of Release of Claims in the form of **Exhibit "F."**

#### 4. Church Records.

4.1 Digitization of Church Records. By the date sixty (60) days following the Contract Date, the Church will deliver the temporary custody of the minute books and membership registers of the Church current through the Contract Date (the "Church Records") to either the Presbyterian Historical Society (the "Archiving Organization," as applicable), at the Church's expense, of an archival-quality, digitized, electronic set of images of the Church Records (the "Digitized Images"). The Church will use commercially reasonable efforts to cause the Archiving Organization to produce and return the Digitized Images within nine (9) months following the Contract Date, or as soon thereafter as reasonably possible. Promptly after the Church receives the Digitized Images from the Archiving Organization, the Church, at the Church's expense, will provide the Digitized Images to Presbytery, the Presbyterian Historical Society, and any other organization requested in writing by Presbytery. The Church retains ownership of the original Church Records, which shall be returned to its custody. The Church hereby grants to Presbytery the perpetual, nonexclusive, worldwide, royalty-free, assignable right and license to use, reproduce, and display the Digitized Images, to prepare derivative or collective works based upon or containing the Digitized Images, to distribute the Digitized Images (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing (such right and license being collectively called the "License"). The License also is sometimes referred to herein as the "Excluded Property." The Church will provide prompt written notices to Presbytery, confirming (a) the Church's delivery of the Church Records to the Archiving Organization, and (b) the Church's subsequent receipt of the completed Digitized Images.

4.2 Congregational Minutes. At or before the Closing, the Church shall deliver to Presbytery a copy of the written minutes of a congregational meeting, called and conducted in accordance with the Church's Bylaws (a quorum being present and the meeting thus convened) at which a majority of those present and voting, vote by secret ballot in favor of the Church leaving Presbyterian Church U.S.A. and affiliating with

ECO, a Covenant Order of Evangelical Presbyterians. Said minutes should reflect the number of positive votes and the number of negative votes.

4.3 Insurance. Before or at the Closing the Church shall deliver a certificate of insurance to Presbytery evidencing fire and casualty insurance insuring the improvements on the Real Property to at least eighty percent (80%) of the full insurable value thereof.

5. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE PROPERTY IS TRANSFERRED BY AND ACCEPTED BY THE CHURCH IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY PRESBYTERY OR BY ANY PERSON FOR WHOM PRESBYTERY HAS RESPONSIBILITY THAT ANY PART OF THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE, IS FIT FOR A PARTICULAR PURPOSE, OR AS TO THE CONDITION, HABITABILITY, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY. THE CHURCH HAS RELIED SOLELY UPON IT'S OWN INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION, STATEMENT OR ASSURANCE BY PRESBYTERY OR ANY PERSON FOR WHOM PRESBYTERY HAS RESPONSIBILITY. THE CHURCH AGREES THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE THE CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT PRESBYTERY HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, AND THE CHURCH ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT OR ASSURANCE AS TO: (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, SUBSURFACE, AND GEOLOGY, AND THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH SUCH THE CHURCH MAY ELECT TO CONDUCT THEREON; (2) THE MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON OR THE ADEQUACY OF PARKING OR ACCESS; (3) THE COMPLIANCE OF ANY OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL OR QUASIGOVERNMENTAL BODY (INCLUDING WITHOUT LIMITATION, BUILDING PERMITS, ZONING, AND ENVIRONMENTAL LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN WATER ACT, THE SAFE DRINKING WATER

ACT, THE CLEAN AIR ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE SOLID WASTE DISPOSAL ACT, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101 ET SEQ.).

6. Change of Name. As soon as practicable after the Closing the Church shall remove all references to Presbyterian Church (U.S.A.) and Presbytery of Kendall, as well as insignia thereof, from the Church's Articles of Incorporation, Bylaws, correspondence, and literature of any type.

7. Miscellaneous. The following provisions shall apply to this Agreement and all agreements, instruments, and documents executed pursuant hereto.

7.1 Notices. Any notice, payment, demand, proxy, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by hand, certified or registered mail (return receipt requested and postage prepaid), nationally recognized overnight courier, by fax (with confirmation of transmission) or email (without notice of delivery failure), addressed as follows or to such other address as may be specified by similar notice in writing given by the person whose address is to be changed. Any such notice shall be deemed to be delivered, given, and received (a) when delivered by hand with confirmation of receipt, (b) when received if delivered by overnight courier, (c) on the date sent by fax or email if sent during between and including 8:00 A.M. and 5:00 P.M. at the address for notice to the recipient, and on the next Business Day if sent after, or (d) on the third day after the date mailed.

If to Presbytery:

Presbytery of Kendall, Inc.  
P.O. Box 4985  
Pocatello, ID 83205

If to Church:

Presbyterian Church of Big Wood, Inc.  
100 Saddle Road  
Ketchum, ID 83340

The attorneys are authorized to give any notice specified in this Agreement on behalf of their respective clients.

7.2 Amendment. This Agreement may be amended only by a written instrument executed by the Party or Parties to be bound thereby.

7.3 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

7.4 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States, or the State of Idaho, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

7.5 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Presbytery and the Church and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

7.6 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

7.7 Expenses of Litigation. In the event any Party institutes any suit, action, or proceeding, including, without limitation, arbitration, against another Party in respect of a matter arising out of or relating to this Agreement, the Party prevailing in any such suit, action, or proceeding shall be entitled to recover against the other Party in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting such suit, action, or proceeding, including attorneys' fees and expenses and court costs, and including such fees, expenses, and costs incurred in litigating entitlement to attorneys' fees, expenses, and costs. The award of any such attorneys' fees and costs shall be determined by the court and not a jury, and shall be included in any judgment or award. For these purposes, "prevailing party" shall mean the Party who is most successful in the proceedings as determined by the trial judge or arbitrator, as the case may be.

7.8 Exhibits. The exhibits and schedules attached to this Agreement and referred to herein are hereby incorporated into this Agreement by this reference and made a part hereof for all purposes.

7.9 Gender, Number, Definite Article. When required by the context, references in this Agreement to the singular number include the plural and vice versa, and



pronouns denoting gender or the absence of gender include all genders and the absence thereof. Each defined term shall have the same meaning whether or not preceded by the definite article.

7.10 Construction. Presbytery and the Church acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

7.11 Choice of Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Idaho, disregarding the principles of conflicts of laws thereof.

7.12 Waiver. No waiver by a Party of any default by another Party shall operate as a waiver of any other default or of the same default in a future occasion.

7.13 Counterparts, Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same agreement, and shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or email shall constitute effective execution and delivery of this Agreement, and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be the original signatures for all purposes.

7.14 Further Assurances. Each Party will, at the request of the other, without additional consideration, execute any and all other documents or legal instruments and take any other action as the requesting Party may reasonably require to carry out and effectuate all of the provisions of this Agreement.

7.15 Integration. There are no agreements between the Parties relating to the Dismissal other than this Agreement.

7.16 Specific Performance. This Agreement is specifically enforceable.

7.17 Non-Disparagement. Neither party will engage in any form of conduct, nor make any statements or representations, that disparage or otherwise impair

the reputation, goodwill, or interests of the other Party, or any of the other Party's past, current, or future affiliates, agents, employees, officers or members.

7.18 Merger. The terms of this Agreement shall survive the delivery of all documents of transfer, the payment of the Funds, and the execution and delivery of all documents called for in this Agreement.

PRESBYTERY OF KENDALL, INC.

PRESBYTERIAN CHURCH OF BIG  
WOOD, INC.

By:

Title:

By:

Title:

STATE OF IDAHO            )  
  ) ss.  
County of                    )

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State, personally came and appeared \_\_\_\_\_, of Presbyterian Church of Big Wood, Inc., an Idaho nonprofit corporation, duly authorized by the Presbyterian Church of Big Wood, Inc. for this purpose, who declared and acknowledged unto me, \_\_\_\_\_, that he signed and executed the above and foregoing Dismissal Agreement, as the representative and agent of Presbyterian Church of Big Wood, Inc., and said person acknowledged said instrument to be the free act and deed of Presbyterian Church of Big Wood, Inc. for the purposes, considerations and with the authorities therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at  
My commission expires:

STATE OF IDAHO            )  
  ) ss.  
County of                        )

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State, personally came and appeared \_\_\_\_\_, of Presbytery of Kendall , Inc., an Idaho nonprofit corporation, duly authorized by the Presbytery for this purpose, who declared and acknowledged unto me, \_\_\_\_\_, that he signed and executed the above and foregoing Dismissal Agreement, as the representative and agent of Presbytery of Kendall, Inc. , duly authorized by the Book of Order of the Presbyterian Church (U.S.A.) to act definitively and with finality on behalf of and to be binding upon Presbyterian Church (U.S.A.) and said person acknowledged said instrument to be the free act and deed of said Presbytery for the purposes, considerations and with the authorities therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at  
My commission expires:

## **EXHIBIT "A"**

### **PARCEL 1:**

Lot 42, Block 2, Willowood Subdivision according to the official plat thereof, records of Blaine County, Idaho.

### **PARCEL 2:**

Lot 1 of CHURCH OF THE BIG WOOD SUBDIVISION, according to the official plat thereof, recorded April 13, 2001 as Instrument No. 449858, records of Blaine County, Idaho.

**EXHIBIT "B"**

**DOCUMENT OF DISMISSAL**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged PRESBYTERY OF KENDALL, INC., an Idaho nonprofit corporation ("Presbytery") acting for itself and as a representative of and trustee of Presbyterian Church (U.S.A.) ("PCUSA"), and PCUSA Synod of the Pacific ("Synod") does hereby release and dismiss PRESBYTERIAN CHURCH OF BIG WOOD, INC., an Idaho nonprofit corporation ("Church") and the members thereof, as a member congregation of PCUSA through Presbytery and Synod. Such dismissal is conditioned upon the Church immediately being affiliated with ECO, a Covenant Order of Evangelical Presbyterians.

PRESBYTERY OF KENDALL, INC.

By:

Title:

## EXHIBIT "C"

### BILL OF SALE, ASSIGNMENT, AND RELEASE OF TRUST

This Bill of Sale, Assignment, and Release of Trust ("Release") is made and effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **PRESBYTERY OF KENDALL, INC.**, an Idaho non-profit corporation ("Presbytery"), in favor of **PRESBYTERIAN CHURCH OF THE BIG WOOD, INC.**, an Idaho non-profit corporation (the "Church"), whose address is 100 Saddle Road, Ketchum, ID 83340.

### RECITALS

A. The Church has been a member church and congregation of Presbyterian Church (U.S.A.) ("PCUSA"), through Presbytery and PCUSA's Synod of the Pacific.

B. Section G-4.0203 ("Church Property Held in Trust") of the Book of Order, Part II of THE CONSTITUTION OF THE PRESBYTERIAN CHURCH (U.S.A.) (the "Trust Clause " formerly in Chapter 8 of the Book of Order), states that: "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.)."

C. The Church wishes to be dismissed from membership in Presbytery and PCUSA (the "Dismissal") and being affiliated with ECO, a Covenant Order of Evangelical Presbyterians.

D. For the Church's Dismissal from Presbytery, and fulfillment of all the obligations of the Church under the Dismissal Agreement executed in connection herewith by the Church and Presbytery (the "Agreement") Presbytery (on behalf of PCUSA) has agreed to release, subject to the terms of this Agreement, all Church property, real and personal, held by or for the Church (collectively, the "Property"), including without limitation the real property described on Exhibit A attached hereto, from any trust, coverage, and obligations, express or implied, including those claimed to arise under the Trust Clause provided, however, the Church shall simultaneously herewith transfer a reversionary interest in said real property to Presbytery by quitclaim deed in the form of **Exhibit "Z"** (the "Reversion"). Notwithstanding the foregoing, the foregoing defined

term, "Property," excludes the rights and license defined as the "Excluded Property" in that certain Mutual Release of even date herewith executed by Presbytery and the Church. Further, the Real Property shall be subject to Reversion to the Presbytery if it ceases to be used by a Reformed Christian body within the ten-year period commencing on the effective date of this Release, without the express written consent of the Presbytery. At the end of the ten-year period, if the reversionary property has not reverted to the Presbytery, this reversionary clause shall automatically terminate without any action by the Church or the Presbytery and be of no further force or effect, subject to the Reversion Deed and subject to the terms of the Agreement.

E. For the foregoing, Presbytery desires to evidence the above-described release by execution of this instrument.

NOW THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00) and other good and valuable consideration, Presbytery agrees as follows:

### **AGREEMENTS**

1. Release by Presbytery. Presbytery, for itself and as representative of and agent for PCUSA, releases and discharges the Property and the Church from any trust, coverage, and obligations, express or implied, including those claimed to arise under the Trust Clause, subject to the Reversion.

2. Subject to the Reversion and the terms of the Agreement Presbytery assigns, transfers, releases, quitclaims, and releases unto the Church all of Presbytery's right, title and interest, if any, in and to all of the Property of any beneficial right of any kind, including all proprietary rights and privileges of any kind or nature, whether arising by operation of law, contract or other means, including, but not limited to the following:

(a) all tangible personal property owned as of the date of this Bill of Sale, Assignment and Release of Trust in the name of the Church (including, without limitation, leases, subleases and rights thereunder for personal property, cash, accounts and notes receivable, deposits, prepaid items, equipment, tools, furniture, fixtures, leasehold improvements, computer software, permits licenses, authorizations, books, records, papers, securities, claims, customer orders, proposals, and inventory);

(b) the name "Presbyterian Church of the Big Wood";

(c) books and records (including all files, records and accounts, suppliers' lists and mailing lists held by the Church), telephone numbers, ledgers, files, documents,



correspondence, lists, plans, drawings and specifications, creative materials, advertising and promotional materials, studies, reports and other printed or written materials relating to the Property;

(d) any and all goodwill and all other intangible property of the Church associated with the Property; and

(e) contracts, including leases and subleases, and all of the Presbytery's rights, if any, thereunder (including accounts, unbilled accounts receivable or other similar rights to receive money);

provided, however, THE PROPERTY IS TRANSFERRED BY AND ACCEPTED BY THE CHURCH IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY PRESBYTERY OR BY ANY PERSON FOR WHOM PRESBYTERY HAS RESPONSIBILITY THAT ANY PART OF THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE, IS FIT FOR A PARTICULAR PURPOSE, OR AS TO THE CONDITION, HABITABILITY, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY. THE CHURCH HAS RELIED SOLELY UPON IT'S OWN INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION, STATEMENT OR ASSURANCE BY PRESBYTERY OR ANY PERSON FOR WHOM PRESBYTERY HAS RESPONSIBILITY. THE CHURCH AGREES THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE THE CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT PRESBYTERY HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, AND THE CHURCH ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT OR ASSURANCE AS TO: (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, SUBSURFACE, AND GEOLOGY, AND THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH SUCH THE CHURCH MAY ELECT TO CONDUCT THEREON; (2) THE MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON OR THE ADEQUACY OF PARKING OR ACCESS; (3) THE COMPLIANCE OF ANY OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL OR QUASIGOVERNMENTAL BODY (INCLUDING WITHOUT LIMITATION, BUILDING PERMITS, ZONING, AND ENVIRONMENTAL LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE

ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE CLEAN AIR ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE SOLID WASTE DISPOSAL ACT, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101 ET SEQ.).

3. Counterparts. This Bill of Sale, Assignment and Release of Trust may be executed in two or more counterparts (whether a facsimile or otherwise), each of which will be deemed an original, but all of which together will constitute the same instrument.

IN WITNESS WHEREOF, Presbytery has caused this Bill of Sale, Assignment, and Release of Trust to be executed effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**PRESBYTERY OF KENDALL, INC.**

By:

Title:

**EXHIBIT "Z"**

**QUITCLAIM DEED**  
(WITH AFTER ACQUIRED PROVISION)

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by **PRESBYTERIAN CHURCH OF BIG WOOD, INC.**, an Idaho nonprofit corporation, the "Grantor", and **PRESBYTERY OF KENDALL, INC.**, an Idaho nonprofit corporation, whose mailing address is 202 S. 7th Ave., Pocatello, ID 83201, the "Grantee."

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, the following described real estate in the County of Blaine, State of Idaho, to-wit:

**PARCEL 1:**

Lot 42, Block 2, Willowood Subdivision according to the official plat thereof, records of Blaine County, Idaho.

**PARCEL 2:**

Lot 1 of CHURCH OF THE BIG WOOD SUBDIVISION, according to the official plat thereof, recorded April 13, 2001 as Instrument No. 449858, records of Blaine County, Idaho.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

The terms of the reversionary interest corresponding are as follows:

If any substantial portion of the above described property (the "Real Property") ceases to be used regularly for a period of ninety (90) days as a school, a place of worship, a place of religious study, a place of fellowship, a place of residence all in furtherance of the Church's Christian ministry as

a Reformed Christian Church within ten (10) years after the Closing such Real Property shall revert to Presbytery and the Church shall forfeit all its right, title or interest in the same. During said ten (10) year period, if any portion of the real Property is sold, leased, exchanged or otherwise transferred or otherwise utilized for any purpose contrary to the terms hereof without the written consent of Presbytery, such portion shall revert to Presbytery and the Church shall lose its right, title, or interest in such portion of Real Property. Notwithstanding the immediately preceding sentence, the granting of a deed of trust on any or all of the Real Property to a commercial financial institution to cause the Real Property to serve as security of all the Real Property for a loan which will be used exclusively to maintain and/or improve the Real Property shall not cause a reversion to Presbytery. If any of the Real Property reverts hereunder the Church shall quitclaim such portion of the Real Property to Presbytery without payment of any amount by Presbytery or the transfer of any other consideration to the Church from Presbytery. Presbytery shall have the right, at any time, to come upon the Real Property to inspect the same and to review the books and records of the Church to assure that the Real Property is being used in accordance with the terms hereof. The terms hereof including, but not limited to, the terms of the Reversionary Interest, are specifically enforceable by Presbytery. Provided further, Presbytery shall be entitled to an injunction to prohibit any violation of the terms hereof.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

**PRESBYTERIAN CHURCH OF BIG  
WOOD, INC.**

By:



**EXHIBIT "D"**

**QUITCLAIM DEED**  
(WITH AFTER ACQUIRED PROVISION)

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **PRESBYTERIAN CHURCH OF BIG WOOD, INC.**, an Idaho nonprofit corporation, the "Grantor", and **PRESBYTERY OF KENDALL, INC.**, an Idaho nonprofit corporation, whose mailing address is 202 S. 7th Ave., Pocatello, ID 83201, the "Grantee".

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, a reversionary interest in all the following described real estate in the County of Blaine, State of Idaho, to-wit:

**PARCEL 1:**

Lot 42, Block 2, Willowood Subdivision according to the official plat thereof, records of Blaine County, Idaho.

**PARCEL 2:**

Lot 1 of CHURCH OF THE BIG WOOD SUBDIVISION, according to the official plat thereof, recorded April 13, 2001 as Instrument No. 449858, records of Blaine County, Idaho.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

The terms of the reversionary interest corresponding are as follows:

If any substantial portion of the above described property (the “Real Property”) ceases to be used regularly for a period of ninety (90) days as a school, a place of worship, a place of religious study, a place of fellowship, a place of residence, all in furtherance of the Church's Christian ministry as a Reformed Christian Church within ten (10) years after the Closing such Real Property shall revert to Presbytery and the Church shall forfeit all its right, title or interest in the same. During said ten (10) year period, if any portion of the real Property is sold, leased, exchanged or otherwise transferred or otherwise utilized for any purpose contrary to the terms hereof without the written consent of Presbytery, such portion shall revert to Presbytery and the Church shall lose its right, title, or interest in such portion of Real Property. Notwithstanding the immediately preceding sentence, the granting of a deed of trust on any or all of the Real Property to a commercial financial institution to cause the Real Property to serve as security of all the Real Property for a loan which will be used exclusively to maintain and/or improve the Real Property shall not cause a reversion to Presbytery. If any of the Real Property reverts hereunder the Church shall quitclaim such portion of the Real Property to Presbytery without payment of any amount by Presbytery or the transfer of any other consideration to the Church from Presbytery. Presbytery shall have the right, at any time, to come upon the Real Property to inspect the same and to review the books and records of the Church to assure that the Real Property is being used in accordance with the terms hereof. The terms hereof including, but not limited to, the terms of the Reversionary Interest, are specifically enforceable by Presbytery. Provided further, Presbytery shall be entitled to an injunction to prohibit any violation of the terms hereof.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

**PRESBYTERIAN CHURCH OF BIG WOOD, INC.**

By:

Title:

STATE OF IDAHO            )  
  ) ss.  
County of                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of PRESBYTERIAN CHURCH OF BIG WOOD, INC., the corporation that executed the foregoing instrument, or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires:



**EXHIBIT "E"**

**PROMISSORY NOTE**

Date: \_\_\_\_\_, 2017

Maker: Presbyterian Church of Big Wood, Inc., an Idaho non-profit corporation

Maker's Mailing Address: P.O. Box 660  
Ketchum, ID 83340

Payee: Presbytery of Kendall, Inc., an Idaho non-profit Corporation

Place for Payment: 202 S. 7th Ave.  
Pocatello, ID 83201

Principal Amount: One hundred sixty thousand Dollars and 00/100 cents (\$160,000.00)

Annual Interest Rate: Zero percent (0%)

Maturity Date: Ten (10) years following the date of this note

Annual Interest Rate on Matured, Unpaid Amounts: Zero percent (0%)

Terms of Payment: At the sole discretion of the Maker the Principal Amount may be payable in ten (10) equal, annual installments of Sixteen Thousand Dollars (\$16,000.00) each, commencing on the date one (1) year following the date of this note and continuing annually on the same day of each year thereafter, through and including the Maturity Date, OR The Maker may instead make payments, in whole or in part, in amounts and at times as Maker determines. Maker may prepay this note in

any amount at any time before the Maturity Date without penalty or premium.

Maker promises to pay to the order of Payee the Principal Amount. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date.

If Maker defaults in the payment of this note or in the payment or performance of any other obligation to Payee, Payee may declare the unpaid principal balance owed on the note immediately due. Maker and each surety, endorser, and guarantor waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, and (6) notice of protest.

Maker also promises to pay reasonable attorney's fees and court and other costs if, after the Maturity Date, this note is placed in the hands of an attorney to collect or enforce the note.

When the context requires, singular nouns and pronouns include the plural.

PRESBYTERIAN CHURCH OF BIG WOOD,  
INC.

By:

Title:

## **EXHIBIT "F"**

### **MUTUAL RELEASE OF CLAIMS**

This MUTUAL RELEASE ("Release") is made this day of 2017 by PRESBYTERY OF KENDALL, INC., an Idaho non-profit corporation ("Presbytery"), and PRESBYTERIAN CHURCH OF BIG WOOD, INC., an Idaho non-profit corporation (the "Church"). Presbytery and the Church are sometimes referred to individually as a "Party" and collectively as the "Parties,"

#### **Recitals**

A. The Church has been a member church and congregation of Presbyterian Church (U.S.A.) ("PCUSA"), through Presbytery and PCUSA's Synod of the Pacific.

B. The Church wishes to be dismissed from membership in Presbytery and PCUSA (the "Dismissal") and to be affiliated with ECO, a Covenant Order of Evangelical Presbyterians.

C. For the church's ecclesiastical dismissal from membership in Presbytery and PCUSA, Presbytery and the Church desire to set forth certain mutual release agreements and related agreements.

NOW THEREFORE, in consideration of the mutual covenants and conditions of this Mutual Release and other good and valuable consideration, including, but not limited to, execution and delivery of the Dismissal Agreement and other documents executed in connection therewith. Presbytery and the Church agree as follows:

1. **Definition of Claims.** For this Release, the term, "Claims," will mean all existing claims, demands, and causes of action for all existing and future damages and remedies of any nature, **WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, DISCLOSED OR UNDISCLOSED**, whether in contract or in tort, or arising under or by any statute, regulation, or ecclesiastical law, including claims in equity, negligence, gross negligence, breach of contract, and for all other losses and damages of any kind, including all actual damages, all consequential damages, all exemplary and punitive damages, all penalties of any kind, all physical or mental injury damages, and attorneys' fees and costs of court. This definition further includes all elements of damages, all remedies, all claims, demands, and causes of action now recognized by law or that may be created or recognized in the future in any manner,

including by statute, regulation, or judicial decision. The term, "Claims," includes no obligations set forth in this Agreement or in the Release of Trust and Quitclaim of Property executed by Presbytery or the Promissory Note executed by the Church, both of even date herewith, in connection with this Agreement.

2. Indemnity by the Church regarding Property. The Church agrees to indemnify, defend, and hold harmless Presbytery, PCUSA, and PCUSA's Synod of the Pacific, and all of its and their members, managers, officers, employees, agents, servants, representatives, affiliates, successors, assigns, and insurers, against all civil Claims in connection with or relating to the Property.

3. Release by Presbytery. Presbytery, on behalf of itself, PCUSA, and PCUSA's Synod of the Pacific, releases and forever discharges the Church of and from all Claims. Presbytery, on behalf of itself, PCUSA, and PCUSA's Synod of the Pacific, releases and forever discharges the Church's session, board of trustees, discernment team, members, managers, officers, and employees of and from all Claims arising from or relating to the Dismissal.

4. Release by the Church. The Church releases and forever discharges PCUSA, Presbytery, PCUSA's Synod of the Pacific, and all of its and their members, managers, officers, employees, agents, servants, representatives, affiliates, predecessors, successors, assigns, and insurers, of and from all Claims.

5. Validity. If any provisions of this Agreement are held to be invalid or against public policy, the remaining provisions will not be affected.

6. Governing Law. This Release will be governed by the laws of the State of Idaho, without regard to its conflict of laws principles, and venue will lie in Blaine County, Idaho.

7. Attorneys' Fees. If any Party hereto brings any action at law or in equity, including an action for declaratory relief, to enforce or interpret this Release, the prevailing Party may recover reasonable attorneys' fees, expenses, and costs of court, which may be set by the court in the same action or in a separate action brought for that purpose, besides any other relief to which it may be entitled.

8. Construction of Release. This Release is a negotiated agreement and will be construed without regard to the identity of the persons who drafted the provisions thereof. Every provision of this Release will be construed as though all Parties participated equally in the drafting thereof Any legal rule of construction that a document is to be construed

against the drafting Party will not apply and is waived. No use of trade or other regular practice or method of dealing between the Parties will modify, interpret, supplement, or alter in any manner this Release. Terms used, whether defined or not, include the singular and the plural, and vice versa. Whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms. The words, "includes" and "including," will be deemed followed by the phrase, "without limitation." The conjunctive will be deemed to include the disjunctive and vice versa where required to provide the broadest interpretation of the covenants contained in this Agreement.

9. Counterparts. This Release may be executed in two or more counterparts (whether a facsimile or otherwise), each of which will be deemed an original, but all of which together will constitute the same instrument.

EXECUTED by the Parties effective the date first above set forth.

PRESBYTERY OF KENDALL, INC.

PRESBYTERIAN CHURCH OF BIG  
WOOD, INC.

By:

Title:

By:

Title:



**EXHIBIT "G"**

**QUITCLAIM DEED**  
(WITH AFTER ACQUIRED PROVISION)

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by , **PRESBYTERY OF KENDALL, INC.** an Idaho nonprofit corporation, the "Grantor", and **PRESBYTERIAN CHURCH OF BIG WOOD, INC.**, an Idaho nonprofit corporation, whose mailing address is 100 Saddle Road, Ketchum, ID 83340, the "Grantee."

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Bonneville, State of Idaho, to-wit:

**PARCEL 1:**

Lot 42, Block 2, Willowood Subdivision according to the official plat thereof, records of Blaine County, Idaho.

**PARCEL 2:**

Lot 1 of CHURCH OF THE BIG WOOD SUBDIVISION, according to the official plat thereof, recorded April 13, 2001 as Instrument No. 449858, records of Blaine County, Idaho.

**SUBJECT TO** a reversionary interest as follows:

If any substantial portion of the above described property (the "Real Property") ceases to be used regularly for a period of ninety (90) days as a school, a place of worship, a place of religious study, a place of fellowship, a place of residence all in furtherance of the Church's Christian ministry as

a Reformed Christian Church within ten (10) years after the Closing such Real Property shall revert to Presbytery and the Church shall forfeit all its right, title or interest in the same. During said ten (10) year period, if any portion of the real Property is sold, leased, exchanged or otherwise transferred or otherwise utilized for any purpose contrary to the terms hereof without the written consent of Presbytery, such portion shall revert to Presbytery and the Church shall lose its right, title, or interest in such portion of Real Property. Notwithstanding the immediately preceding sentence, the granting of a deed of trust on any or all of the Real Property to a commercial financial institution to cause the Real Property to serve as security of all the Real Property for a loan which will be used exclusively to maintain and/or improve the Real Property shall not cause a reversion to Presbytery. If any of the Real Property reverts hereunder the Church shall quitclaim such portion of the Real Property to Presbytery without payment of any amount by Presbytery or the transfer of any other consideration to the Church from Presbytery. Presbytery shall have the right, at any time, to come upon the Real Property to inspect the same and to review the books and records of the Church to assure that the Real Property is being used in accordance with the terms hereof. The terms hereof including, but not limited to, the terms of the Reversionary Interest, are specifically enforceable by Presbytery. Provided further, Presbytery shall be entitled to an injunction to prohibit any violation of the terms hereof.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.



IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

**PRESBYTERY OF KENDALL, INC.**

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

STATE OF IDAHO            )  
  ) ss.  
County of                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of **PRESBYTERY OF KENDALL, INC.**, the corporation that executed the foregoing instrument, or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires: