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GIFT OF REAL PROPERTY AGREEMENT

September

THIS Gift Of Real Property Agreement ("Agreement") is made as of August ~~1~~, 2013, by and between COMMUNITY BIBLE CHURCH OF CEDAR LAKE, an Indiana nonprofit corporation located at 13620 Wicker Ave, Cedar Lake, Indiana 46303-9086 ("Donor"), and BETHEL CHURCH & MINISTRIES, INC., an Indiana nonprofit corporation located at 10202 Broadway, Crown Point, Indiana 46307 ("Donee"); (collectively, the "Parties," individually, "Party").

WHEREAS, Donor owns real and personal property which is located in an area where the Donee desires to establish a church campus; and

WHEREAS, after lengthy consideration and due deliberation, the Board of Elders of Donor convened on June 22, 2012 for a special meeting to vote on whether to unite with Donee to produce one church with two locations;

WHEREAS, by a majority vote, Donor's Board of Elders voted in favor of submitting its recommendation that Donor unite with Donee by donating all of its real and personal property and dissolving Donor's corporate existence to the membership of the church;

WHEREAS, at a congregational meeting of Donor's membership, held on or about July 15, 2012, the membership voted in favor of combining with Donee and to donate of its assets, including both real and personal property, to Donee; Now, therefore, the Parties hereby agree as follows:

1. Donation of Property. Donor agrees to donate, give, transfer and convey to Donee, and Donee agrees to accept from Donor, the real and personal property located at 13620 Wicker Ave, Cedar Lake, Indiana 46303-9086, legally described on the attached Exhibit A (the "Land"), together with all easements and rights related to the Land and all improvements, if any, on the Land (collectively, the "Property").

2. Purchase Price.

- 2.1 The total purchase price (the "Purchase Price") to be paid by Donee to Donor for the Property shall be zero dollars (\$0.00).
- 2.2 Donee will pay the cost of recording all documents necessary to place record title in the name of the Donee.
- 2.3 All other operating costs of the Property, if any, will be paid by Donee as of the Closing Date, so that Donor pays that part of such other operating costs incurred before or payable with respect to the period prior to the Closing Date, and Donee pays that part of such operating costs incurred or payable with respect to the period from and after the Closing Date.

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 STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 MICHAEL L. RECTOR
 RECORDER
 2013 DEC 12 AM 10:09
FILED

DEC 11 2013
 PEGGY HOLINGA KATONA
 LAKE COUNTY AUDITOR

*24-00
MT
SP*

13-46797
 HOLD FOR MERIDIAN TITLE CORR.

MERIDIAN TITLE CORPORATION
 HAS MADE AN ACCOMODATION
 RECORDING OF THIS DOCUMENT **16888**

non conf

3. Property Access.

- 3.1 Donor shall allow Donee, and Donee's employees, agents and contractors, access to the Property without charge and at all reasonable times prior to the Closing Date for the purpose of investigation and testing, which shall include, but not be limited to, surveys, soil borings, and environmental investigation and testing. Donee shall pay all costs and expenses of such investigation and testing, and shall advise Donor of the results of the testing. Donor shall provide Donee access to any environmental studies and reports, soils and geotechnical studies or reports, and other documents in its possession relating to the Property.
- 3.2 Donee may terminate this Agreement prior to Closing if the results of the studies so warrant. Upon termination, neither Party shall have any further rights or obligations under this Agreement.
- 3.3 Donee agrees that the property is being donated in AS-IS condition and that subsequent to the closing that it will make no claim for damages, clean-up costs or other expenses related to any required clean-up of the property required due to the environmental testing, and will defend, indemnify and hold harmless the Donor from any claims of third parties resulting from environmental issues related to the soil and subsoil. Donee will additionally indemnify and hold harmless the Donor from any claims of third parties resulting from circumstances which transpire on dates subsequent to the closing of the real estate transition.

4. Closing. The closing of the donation contemplated by this Agreement (the "Closing") shall occur on or before Sept 1, 2013 (the "Closing Date"). The Closing shall take place at C.B.C. - Cedar Lake or at such other place as Donor and Donee may agree. A General Gift Warranty Deed for Real Property conveying the Property to Donee, free and clear of all liens and encumbrances, shall be delivered to Donee by Donor on the Closing Date.

5. Litigation and Taxes. Donor warrants that there are no Actions (hereby defined as any claim, action, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, arbitration, investigation, hearing, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority) related to the organization or property to which Donor is a party (either as plaintiff or defendant) pending or, to Donor's knowledge, threatened that, individually or collectively, would be reasonably likely to result in a material adverse effect, or that question the validity of any action taken or to be taken pursuant to or in connection with the provisions of this Agreement. There are no outstanding judgments, orders, decrees, citations, fines or penalties or written notices of violation against Donor affecting the organization or property under any legal requirement that, individually or collectively, would be reasonably likely to result in a material adverse effect. Donor further represents that it has paid any and all Taxes currently due relating to its business and/or the property. "Tax" or "Taxes" means any United States federal, state, or local or any foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, customs duties,

capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax, including any interest, penalty, or addition thereto.

6. Charitable Purpose. It is the intent of the Parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution made to an organization organized and operated under and whose purposes are consistent with Section 501(c)(3) of the Code.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

8. Notices. Any notice required or permitted hereunder shall be given by either (i) personal delivery upon an authorized representative of a Party hereto, or (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) facsimile copy followed by mailed notice, or (iv) a nationally recognized, reputable overnight courier, in each case properly addressed as follows:

If to Donor: Community Bible Church of Cedar Lake
13620 Wicker Ave
Cedar Lake, Indiana 46303-9086

If to Donee: Bethel Church & Ministries, Inc.
10202 Broadway
Crown Point, Indiana 46307

with a copy to: J. Matthew ("Matt") Anthony
Anthony & Middlebrook, P.C.
4501 Merlot Avenue
Grapevine, Texas 76051-7352
Telephone: 972-444-8777
Facsimile: 972-444-8778

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other Party shall commence to run one business day after any such deposit. Any Party may change his or its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

9. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Indiana.

10. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement

11. Non-Waiver. Unless expressly agreed in writing by the applicable Party, neither the failure of nor any delay by any Party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

12. Waivers. No waiver of any right or remedy under this Agreement shall be binding on any Party unless it is in writing and is signed by the Party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

13. Amendments. No amendment, modification or termination of this Agreement shall be binding on any Party hereto unless it is in writing and is signed by the Party to be charged.

14. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts when considered together shall constitute one and the same agreement.

DONOR

COMMUNITY BIBLE CHURCH OF CEDAR LAKE

Harry C. Beamer
Harry C. Beamer, Elder

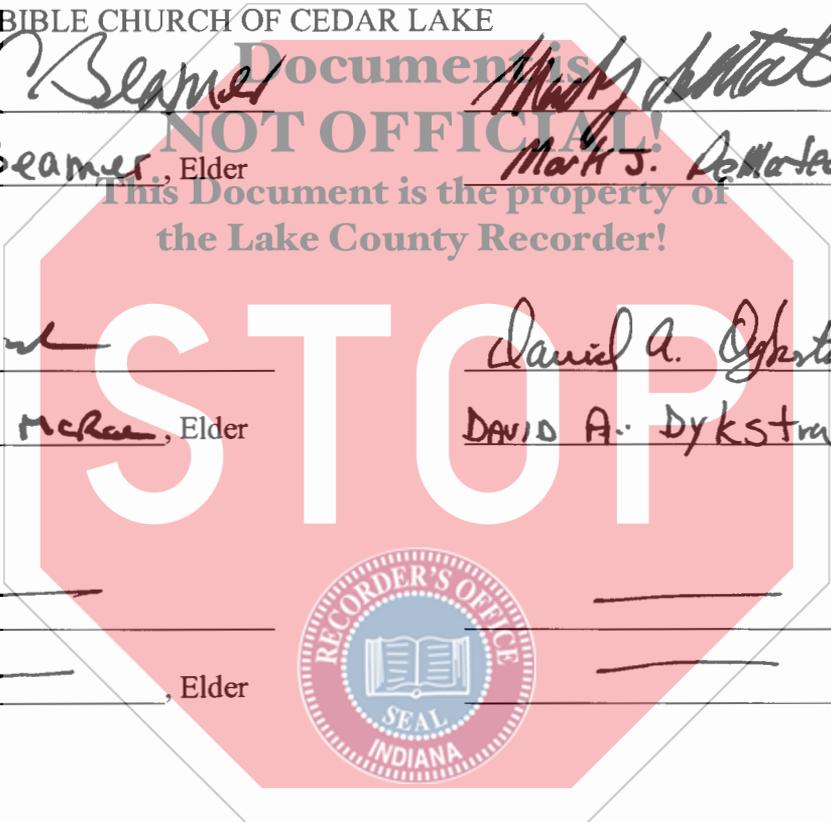
Mark J. DeMatteo
Mark J. DeMatteo, Elder

Robert L. McRae
Robert L. McRae, Elder

Daniel A. Dykstra
Daniel A. Dykstra, Elder

_____, Elder

_____, Elder



_____ to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of BETHEL CHURCH & MINISTRIES, INC., an Indiana nonprofit corporation, as the Board of Elders, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of October, 2013.



EXHIBIT A

Legal Description of Property

Being a parcel of land lying in the Southeast quarter of Section 29, Township 34 North, Range 9 West of the Second Principal Meridian. All in the Town of Cedar Lake, Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 29; thence N 00°10'55" E, along the East line of the Northeast Quarter of said Section 29, a distance of 218.00 feet, to the POINT OF BEGINNING; thence N 89°21'26" W, parallel to the South line of the Northeast Quarter of said Section 29, a distance of 345.00 feet; thence N 00°10'55" E, along a line parallel to the East line of said Section 29, a distance of 154.26 feet; thence N 89°54'04" W, a distance of 546.32 feet; thence N00°05'56" E, a distance of 457.96 feet; to a point on the South line of Watt's Ilamont Addition to the Town of Cedar Lake, as shown in Plat Book 48, Page 80 in the Office of the Recorder of Lake County, Indiana; thence S 89°21'36" E, along the Southerly line of lots 11 thru 13 in the aforesaid addition, a distance of 456.20 feet; thence N 00°10'55" E, along the Easterly line of said lot 13, a distance of 55.00 feet; thence S 89°21'36" E, along the Southerly line of lots 13 and lot 14 and said line extended easterly, a distance of 435.80 feet to a point on the East line of said Section 29; thence S 00°10'55" W, a distance of 662.06 feet, to the POINT OF BEGINNING; Containing 11.0727 acres, more or less. As recorded on plat thereof, recorded in Book 93, Page 20 in the office of the recorder of Lake County Indiana.

THENCE Lot Numbers one, two and three (1,2,3) Muir Woods, an addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 97 page 60 in the office of the recorder of Lake County Indiana.

SAVE AND EXCEPT any part or portion thereof in the use or occupancy of any public utility, road or highway, including, without limitation, that more particularly described in EASEMENT filed on October 24, 2003, in the Town of Cedar Lake, Lake County, Indiana in the office of the recorder of Lake County Indiana.

Key 45-15-29. 277. 015-000 014

