



# Pima County Clerk of the Board

Robin Brigode

**Mary Jo Furphy**  
Deputy Clerk

Administration Division  
130 W. Congress, 5<sup>th</sup> Floor

Tucson, AZ 85701

Phone: (520) 724-8449 • Fax: (520) 222-0448

Document and Micrographics Mgt. Division

1640 East Benson Highway

Tucson, Arizona 85714

Phone: (520) 351-8454 • Fax: (520) 791-6666

November 20, 2014

Valarie Smith, Secretary of the Board  
Faith Christian Fellowship of Tucson  
3141 W. Ironwood Hill Drive  
Tucson, AZ 85745

RE: Petition for Refund – Faith Christian Fellowship of Tucson

Dear Ms. Smith:

Please be advised that your petition for refund has been scheduled before the Pima County Board of Supervisors on Tuesday, December 2, 2014, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building  
Board of Supervisors Hearing Room  
130 West Congress, 1st Floor  
Tucson, AZ 85701

If you have any questions regarding this hearing, please contact this office at 724-8449.

Sincerely,

A handwritten signature in black ink that reads "Robin Brigode".

Robin Brigode  
Clerk of the Board

Attachment



**Mary Jo Furphy**  
Deputy Clerk

# Pima County Clerk of the Board

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## MEMORANDUM

**TO:** Honorable Chair and Board Members  
Pima County Board of Supervisors

**FROM:** Robin Brigode, Clerk of the Board 

**DATE:** December 2, 2014

**RE:** Petition for Refund – Faith Christian Fellowship of Tucson

A.R.S. §42-11109, allows a non-profit organization who holds title to property used primarily for religious worship, who failed to file their request for exemption in a timely manner and who otherwise qualifies for exemption, to petition the Board of Supervisors to direct the County Treasurer to refund property taxes and to forgive and strike off from the tax roll any property taxes and accrued interest and penalties that are due but not paid.

Faith Christian Fellowship of Tucson, Parcel No. 116-04-120A, located at 3141 W. Ironwood Hill Drive, filed a petition on September 24, 2014, for relief of the following tax year 2014 taxes and any associated interest/penalty:

2014 Tax Due	\$39,841.87
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### Parcel Data:

#### Recent Ownership History:

Title change from Gold Ring Holdings L.L.C., to Faith Christian Fellowship of Tucson, Inc. on 6/12/14.  
Title change from Community of Hope Lutheran Church to Gold Ring Holdings LLC., on 3/22/13.

Property held exempt status for tax year 2013.

Property taxes were not included in the closing statement document (6/12/2014).  
Faith Christian Fellowship has held an IRS Group Exemption since 1980.

Respectfully submitted.



# The Word and The Spirit

## Keepin' it real



September 24, 2014

Robin Brigode, Clerk  
Mary Jo Furphy, Deputy  
130 W. Congress, 5th Floor  
Tucson, AZ 85701

Distinguished Clerk Brigode and Deputy Furphy,

I hereby submit this petition on behalf of Faith Christian Fellowship of Tucson, Inc. ("FCFT") for exemption from 2014 Property Taxes for property location 3141 W. Ironwood Hill Dr. ("property"), in accordance with ARS 42-11109 E, whereas FCFT acquired the property on the 12th of June, 2014, after the deadline for filing the affidavit required by ARS 42-11152 for exemption, but otherwise qualifies for exemption as religious property.

With this petition, supporting documents are being submitted to demonstrate exemption: I.R.S. Tax Exemption Letter, By-laws, Articles of Incorporation, Financial Report, Letter of Intent to Buy, Commercial Purchase Agreement demonstrating closing date, Document listing activities conducted at site, Borrowing Resolution, Commitment and Documents, and Tax Inquiry.

The property is held primarily for religious worship and is not used or held for profit.

Respectfully,



Valarie Smith  
Secretary of the Board

Faith Christian Fellowship of Tucson  
3141 W. Ironwood Hill Dr.  
Tucson, AZ 85745  
(520) 792-FCFT (3238)  
[www.fcftucson.org](http://www.fcftucson.org)

The Word and the Spirit; Keepin' it Real!  
Virgil Stokes, Senior Pastor  
Service Times:  
Sunday 10am  
Tuesday 7pm

Internal Revenue Service

Internal Revenue  
Service Center

Southwest Region  
Austin, Texas

Department of the Treasury

3651 S. Interregional Highway, Austin, Texas 73301

Faith Christian Fellowship  
International Church Inc.  
2121 E. 3rd St.  
Tulsa, OK 74110

Person to Contact:

Rosemarie Moore

Telephone Number:

512 397-7230

Refer Reply to:

18240699

Date:

March 8, 1980

Group Exemption Number:

7018

\*Dear Trustee or Officer:

The four-digit Group Exemption Number (GEN) as shown above has been assigned to your organization. This number is not to be confused with the nine-digit Employer Identification Number (EIN) previously assigned to your organization.

Form 990 (Return of Organization Exempt from Income Tax) and instructions require each central organization and its subordinates to show their group exemption number (GEN) in Part I, item 18(b), of Form 990 in addition to their EIN.

Please advise any of your subordinates that are required to file an annual information return, Form 990, to place your group exemption number on their return.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your help in this matter.

Sincerely yours,

*Rosemarie Moore*

Rosemarie Moore  
Entity Control I

# BYLAWS

## ARTICLE ONE

### OFFICES

The principal office of the corporation, hereinafter referred to as the "Church", shall be located at the address set forth in the Articles of Incorporation. The Church may have such other offices, either within or without the State of Incorporation, as the Board of Trustees may determine from time to time.

## ARTICLE TWO

### STATEMENT OF FAITH

The programs and activities of Affiliate shall be based upon and at all times shall be consistent with the following Statement of Faith:

- A. The Bible is the mind of Christ and is the inspired, the only infallible, and authoritative word of God.
- B. There is one God manifested in three personalities, Father Son and Holy Spirit.
- C. The reality of Satan and his present control over unregenerate man does exist.
- D. Christianity is based upon the following:
  - (1) The deity of our Lord Jesus Christ.
  - (2) His sinless life.
  - (3) His miracles.
  - (4) His vicarious and atoning death through his shed blood.
  - (5) His bodily resurrection.
  - (6) His ascension to the right hand of the Father.
  - (7) His personal return in power and glory as Lord of Lords and King of Kings.
  - (8) The fall of man and his lost estate, which makes necessary a rebirth through confession and belief in the Lord Jesus Christ.
  - (9) The reconciliation of man to God by the substitutionary death and shed blood of our Lord Jesus Christ.
  - (10) The resurrection of believers unto everlasting life and blessing in Heaven, and the resurrection of unbelievers unto everlasting punishment in the torments of Hell.

(11) The present supernatural ministry of the Holy Spirit, who bestows the spiritual gifts: The word of wisdom, the word of knowledge, faith, gifts of healing, working of miracles, prophecy, discerning of spirits, various kinds of tongues, and the interpretation of tongues, in and among believers on the earth since the day of Pentecost and continuing until our Lord's return.

## ARTICLE THREE

### AFFILIATION

Section 1. Group Exemption. FCF of Tucson is an affiliate church of FAITH CHRISTIAN FELLOWSHIP INTERNATIONAL CHURCH, INC. (hereinafter referred to as FCF International). FCF of Tucson agrees to refrain from using the name or logo of FCF International unless it obtains written permission from FCF International. Any permission given shall immediately cease upon disaffiliation and the church shall no longer use any name or logo of FCF International.

Section 2. Discipline of Affiliate. The objective of restoration is to re-establish the fallen and wounded leader back into the body of Christ and his respective ministry. Resulting in a full measure of Forgiveness, Restoration, Acceptance and Affirmation from the brethren. Therefore, FCF International retains the power and privilege to exercise discipline upon an affiliate Church and a Pastor of an affiliate Church. The grounds for exercising discipline, suspension or expulsion from FCF International include but are not limited to immoral activities, unscriptural conduct, conduct unbecoming a Pastor, failure to maintain the membership requirements of FCF International, departure from spiritual and doctoral guidelines of FCF International in accordance with the tenants of faith and failure to comply with the rules and regulations of FCF International as amended from time to time. Any discipline shall be prayerfully administered according to the scriptures by FCF International and specifically but not limited to; Matthew 18:15-17, Romans 16:17, I Corinthians 5:9-13, II Thessalonians. 3:6. FCF International, may administer discipline as set forth in the FCF International Restoration Policy as amended from time to time.

## ARTICLE FOUR

### MEMBERSHIP

Section 1. Classes of Members. The membership of the Church shall be two (2) classes of membership: members of the congregation (nonvoting), and Board of Trustees members (voting).

Section 2. Election of Members of the Congregation. Every person interested in becoming a member of the congregation shall give clear evidence of their new birth in Christ, live a consistent Christian life and maintain consistent attendance at the Church, support the Church financially and subscribe to the Tenets of Faith as defined by these Bylaws.

Section 3. Voting Rights. No member of the congregation shall be entitled to any voting rights, rather, all voting rights and management of the Church are reserved in the Board of Trustees.

Section 4. Termination of Membership. The Board of Trustees, by affirmative vote of two-thirds (2/3) of all of the members of the Board, may suspend or expel a member of the congregation for cause after an appropriate hearing.

Section 5. Resignation. Any member of the congregation may resign by filing a written resignation with the secretary.

Section 6. Reinstatement. Upon written request signed by a former member of the congregation and filed with the secretary, the Board of Trustees, by the affirmative vote of two-thirds (2/3) of the members of the Board, may reinstate such former member of the congregation to membership of the congregation on such terms as the Board of Trustees may deem appropriate.

Section 7. Transfer of Membership. Membership in the congregation of the Church is not transferable nor assignable.

Section 8. Regular Religious Services. The members of the congregation shall meet for regular religious services. The day of the week and time for each regular religious service shall be established by the Board of Trustees.

Section 9. Schools and Seminars. Instruction in the Word of God shall be provided at schools and seminars for members and non-members of the congregation. Private Christian education for the body may also be provided. The church shall not operate a ministerial training school in which it issues credentials.

Section 10. Code of Discipline.

(a) Cooperative Action. The members of the congregation of the Church shall give consent to its forms of government, together with the past policies, and to the policy of fundamental unity and agreement, and shall conform to the Scriptural injunctions that there be no division in the body. They shall be subject to the Board of Trustees that the principle of Christian fellowship may be kept inviolate and perpetuated, recognizing its fundamental importance.

(b) Attitude Toward Strife. Inasmuch as no Christian institution can comply with the plain teaching of Scripture unless unity and harmony predominate within its circle, no member of the congregation may use means to incite or engender strife, but shall work in harmony with the other members of the congregation, the Board of Trustees and the Church's officers, as did the early church (Acts 2:42). If there is cause for dissatisfaction, it shall be called to the attention of the pastor or another member of the Board of Trustees. At their discretion, necessary adjustments shall be made. (Acts 6:1-7; Matthew 18:15-18).

(c) Financial Support. FCF of Tulsa is expected to tithe (10%) of its income to Faith Christian Fellowship International Church, Inc. of Tulsa, Oklahoma, USA in support of its programs and activities in serving the organization's members and spreading the gospel around the world.

(d) Discipline. The responsibility of administering discipline in the Church is that of the Board of Trustees. Some grounds for exercising discipline, suspension or expulsion from membership in the congregation are as follows:

(1) Any member of the congregation who shall without reasonable cause willfully absent himself from the regular services for a period of three (3) consecutive months, may be temporarily removed from active membership in the congregation. The Board of Trustees may inquire, under appropriate circumstances, whether the temporarily removed member is desirous of continuing membership in the congregation.

(2) Unscriptural conduct, failure to maintain membership requirements, or doctrinal departure from the tenets of faith, shall be considered sufficient grounds upon which any person may be disqualified as a member. Such discipline shall be prayerfully administered according to Scriptures by the Board of Trustees. (Matthew 18:15-17; Romans 16:17; I Corinthians 5:9-13; II Thessalonians 3:6).

(3) The Board of Trustees shall be empowered to place on the inactive list those who have disqualified themselves as provided for in these Bylaws. The Board of Trustees shall also have the authority to restore to active membership in the congregation those, who in the opinion of the Board of Trustees are not at fault and those who, although at fault, have through repentance re-qualified for membership in the congregation.

(4) The Board of Trustees shall recognize its duty to interview and encourage a proper attitude on the part of those who have been placed on the inactive list. It shall proceed carefully to press for final decision in each case. The decision of the Board of Trustees shall be final.

## ARTICLE FIVE

### BOARD OF TRUSTEES

Section 1. General Powers. The affairs of the Church shall be managed by the Board of Trustees whose members shall have a fiduciary obligation to the Church.

Section 2. Number, Term, and Qualifications. The number of Trustees shall be no less than three (3) and shall be no more than fifteen (15). The term of membership shall be for a one (1) year periods. Those set forth in the Articles of Incorporation shall comprise the original Board of Trustees.

Section 3. Regular Meetings. A regular annual meeting of the Board of Trustees shall be held each year on the first Monday of December unless a different date is unanimously agreed upon by the Board of Trustees. The Board of Trustees may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the Church in the absence of any designation in the resolution.

Section 4. Special Meetings. Special Meetings of the Board of Trustees may be called by or at the request of any two (2) Trustees or by the President, and shall be held at the principal office of the Church or at such other place as the Trustees may determine.

Section 5. Notice. Notice of the annual, regular or any special meeting of the Board of Trustees shall be given by ten (10) days written notice to each Trustee. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6. Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at any meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 7. Board Decisions. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these Bylaws.

Section 8. Vacancies, Additions, Elections and Removal. Any vacancy occurring in the Board of Trustees shall be filled by the appointment of the Pastor for the remaining term. Trustees may be removed by a two-thirds (2/3) majority of the Board of Trustees. If the Pastor is removed by the Board of Trustees, he shall have ten (10) days to appeal such decision in writing to the Board of Trustees of FCF International which may reinstate the Pastor at its discretion by majority vote. Upon reinstatement of the Pastor, installation of new Pastor, the Board of Trustees of FCF International may call for and receive the resignation of any members of the church's Board of Trustees.

Section 9. Compensation. Trustees as such shall not receive any salaries for their services. Officers and employees may receive reasonable compensation for their services.

## ARTICLE SIX

### OFFICERS

Section 1. Officers. The officers of the corporation shall be a Pastor-President, a secretary, a treasurer, one or more vice-presidents, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees. The secretary and treasurer may be held be the same person.

Section 2. Election and Term of Office. The officers of the Church shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Trustees. Each officer shall hold office until his successor has been duly elected and qualified.

Section 3. Removal. Any officer, with the exception of the pastor and president, elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the Church would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. If the Board of Trustees vote to remove the Pastor/President, he shall have ten (10) days to appeal such decision in writing to the Board of Trustees of FCF International which may reinstate the Pastor at its discretion by majority vote. Upon reinstatement of the Pastor, installation of new Pastor, the Board of Trustees of FCF International may call for and receive the resignation of any members of the church's Board of Trustees.

Section 4. Vacancies. A vacancy in any office, except that of Pastor-President, because of death, resignation, removal, disqualification, or otherwise, may be filled by Pastoral appointment for the unexpired portion of the term. In the event the vacant position being filled is that of the Pastor, the Board shall fill said position pursuant to Section 5 of this Article.

Section 5. Powers of Officers.

(a) The Pastor-President: The Church finds its headship under the Lord Jesus Christ, and in its Pastor. The Pastor-President shall be the chief executive officer of the Church. He shall be a continuing member of the Board of Trustees. He shall have general management of the business of the church and general supervision of the other officers. He shall preside at all meetings of the Board of Trustees and see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Board to delegate to any other officer or officers of the Church any specific powers, other than those that may be conferred only upon the Pastor-President. He shall execute in the name of the Church all deeds, bonds, mortgages, contracts and other documents authorized by the Board of Trustees. He shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

No person shall be invited to speak, teach or minister in the Church without his approval. He shall be designated attorney-in-fact for the Church by virtue of his office. He shall have the authority to appoint and approve any assistants that would be necessary to properly carry on the work of the Lord.

In the event of the death, resignation, removal, disqualification, or otherwise of the Pastor-President, the new Pastor-President shall be chosen by the remaining Board of Trustees with the approval and consent of FCF International. In the event that a new Pastor/President is not unanimously selected within one (1) week, or if a selection process is not agreed upon within one (1) week, FCF International may remove the Board of Trustees and appoint new trustees if, in its sole discretion, it believes the removal and appointment of the Board of Trustees would best serve the church. The new Pastor must be a member in good standing with Faith Christian Fellowship International Church, Inc.

(b) The Vice-President: A vice-president shall perform such other duties as may from time to time be granted or imposed by the Board of Trustees. He shall serve as an ex-officio member of the Board of Advisors; however, in the event of serving as interim president, he shall be a member of the Board of Advisors.

(c) The Secretary: The secretary shall attend all sessions of the Board held at the office of the Church and act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall perform like duties for the executive and standing committees when required. He shall give, or cause to be given, notice of meetings of the Board of Trustees when notice is required to be given under these Bylaws or by any resolution of the Board. He shall have custody of the seal to all authorized documents requiring a seal. He shall keep the membership rolls of the Church, and in general perform the duties usually incident to the

office of secretary, and such further duties as shall from time to time be prescribed by the Board of Trustees or the pastor-president. The secretary shall assist the church in complying with the regulations of FCF International and shall notify FCF International regarding any conflict.

(d) **The Treasurer:** The treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to the Church, and shall deposit all moneys and other valuable effects in the name and to the credit of the Church in such banks and depositories as may be designated by the Board of Trustees, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He shall disburse the funds of the Church as may be ordered by the Board and shall render to the pastor-president and Trustees at the regular meeting of the Board, and whenever they may require, accounts of all his transactions as treasurer and of the financial condition of the Church. He shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Trustees or by the pastor-president.

(e) **Delegating Powers to Other Officers:** In case of the absence of any officer of the Church, or for any other reason that may seem sufficient to the Board, the Board of Trustees may delegate his duties and powers to any other officer, or to any Trustee.

## ARTICLE SEVEN

### COMMITTEES AND BOARD OF ADVISORS

Section 1. **Committees of Trustees.** The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more committees which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Trustees in the management of the Church; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed on it or him by law.

Section 2. **Other Committees.** Other committees not having and exercising the authority of the Board of Trustees in the management of the Church may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the congregation of the Church, and the Pastor shall appoint or remove the members thereof.

Section 3. **Board of Advisors.** A Board of Advisors may be appointed at the discretion of the Pastor. It shall be the responsibility and privilege of the Board of Advisors to provide Godly counsel to the Pastor-President and the Board of Trustees. Counsel shall be in organization, financial, legal or other areas wherein the Pastor-President determines professional counsel is

needed and/or desirable. No minimum or maximum number of members of the Board of Advisors shall be established and the tenure thereon shall be at the pleasure and in the complete discretion of the Pastor-President. The Board of Advisors shall not have any legal authority nor voting privileges of the corporation.

## ARTICLE EIGHT

### MINISTERS

The Church shall not ordain or license any individual; however, it may make recommendations to FCF International regarding the ordination or licensing of an individual.

## ARTICLE NINE

### CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Trustees may authorize any officer or officers, agent or agents of the Church, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Church, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Church shall be signed by such officer or officers, agent or agents of the Church, and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments may be signed by either the treasurer or the Pastor of the Church.

Section 3. Deposits. All funds of the Church shall be deposited from time to time to the credit of the Church in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 4. Gifts. The Board of Trustees may accept on behalf of the Church any contribution, gift, bequest or devise for any purpose of the Church. (Malachi 3:10; Luke 6:38; I Corinthians 16:1 and 2; and II Corinthians 9:6-8)

## ARTICLE TEN

### BOOKS AND RECORDS

The Church shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees, committees having and exercising any of the authority of the Board of Trustees, and any other committee, and shall keep at the principal office a record giving the names and addresses of the Board of Trustees members entitled to vote. All books and records of the Church may be inspected by any voting member, or his agent for any proper purpose at any reasonable time.

## ARTICLE ELEVEN

### SCHOOLS

Section 1. Schools and Lay Training. The Board of Trustees may establish a Christian school for grades K-12. While no ministerial school shall be established by the church, it may operate a lay Bible school for the training of its members.

Section 2. Nondiscriminatory Policy. Any school operated by this corporation shall admit students of any race, color, national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. The school shall not discriminate on the basis of race, color, national and ethnic origin in administration of its education policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

## ARTICLE TWELVE

### FISCAL YEAR

The fiscal year of the Church shall be the calendar year.

## ARTICLE THIRTEEN

### DISSOLUTION

(a) Upon the dissolution of the Church, the Board of Trustees shall, after the payment of all the liabilities of the Church, disperse all of the assets of the Church in the following order

of priority: first to FAITH CHRISTIAN FELLOWSHIP INTERNATIONAL CHURCH, INC. (FCF International) located in Tulsa, Oklahoma. If FCF International chooses not to receive the assets they shall be distributed to a 501(c)(3) organization as chosen by the Board of Trustees of FCF International. Any such assets not so disposed of shall be distributed to the federal government, or to a state or local government, for a public purpose by the court of jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

(b) No part of the net earnings of the Church shall inure to the benefit of, or be distributable to, its members, officers, trustees, or any person except that the Church shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments in the furtherance of the Church. Notwithstanding any other provisions of the Articles of Incorporation or these Bylaws of the Church, the Church shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from Federal Income Tax, under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or by the corresponding section of any future Revenue Code of the United States of America) or (b) by a corporation contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code as amended (or corresponding section of any future United States Revenue Law).

## ARTICLE FOURTEEN

### REQUIREMENTS OF FCF INTERNATIONAL

Section 1. Trustees. The church shall provide FCF International a list of the newly elected Trustees each year following the annual meeting and at any time a new member is added or removed from the Board of Trustees.

Section 2. FCF International Regulations. The rules set forth in the governing documents of FCF International as amended from time to time shall supersede these bylaws.

Section 3. Financial Reporting. A financial report shall be furnished to FCF International annually. The report shall be due at FCF International by March 31st and shall cover the previous calendar year. The financial report shall include income, expense and balance sheets and/or any other report required to be filed by FCF International.

Section 4. Pastor Licensing and/or Ordination. The Pastor of the church shall be licensed or ordained by FCF International. Failure to maintain the licensing and/or ordination may result in the church losing its affiliation with FCF International.

## ARTICLE FIFTEEN

### SEAL

The Board of Trustees shall provide a corporate seal, which shall be as set forth below.

## ARTICLE SIXTEEN

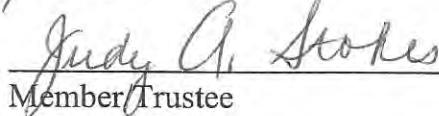
### AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a two-thirds (2/3) majority vote. Prior to amendment, written approval of the amended articles must also be obtained from the Board of Trustees of FCF International, or its properly designated representatives.

Dated and signed this 27<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Member/Trustee

  
\_\_\_\_\_  
Member/Trustee

  
\_\_\_\_\_  
Member/Trustee

## Waiver of Notice Organizational Meeting of

FCF of Tucson

We, the undersigned, being all the voting members and Trustees of  
FCF of Tucson do hereby waive notice of  
the time, place, and purpose of the meeting.

We designate the 27<sup>th</sup> day of April, 2004, at 8:00 AM  
o'clock as the time, and 3808 N. 1<sup>st</sup> Ave as the place of said meeting,  
the purpose thereof being to adopt a fiscal year, accept the Constitution and Bylaws,  
ratify organizational expenditures, approve the affiliation of FCF of  
Tucson with Faith Christian Fellowship International  
Church, Inc., of Tulsa, Oklahoma and transact such other business as may arise.

DATED this 27<sup>th</sup> day of April, 2004.

Viril Z. H.  
Member/Trustee

J. D. H.  
Member/Trustee

Judy A. Stokes  
Member/Trustee

**COMMISSIONERS**  
JEFF HATCH-MILLER - Chairman  
WILLIAM A. MUNDELL  
MARC SPITZER  
MIKE GLEASON  
KRISTIN K. MAYES



**ARIZONA CORPORATION COMMISSION**

**BRIAN C. MCNEIL**  
Executive Secretary

**DAVID RABER**  
Director, Corporations Division

March 3, 2005

WINTERS, KING & ASSOC., INC.  
2448 E 81ST ST  
SUITE 5900  
TULSA, OK 74137-4259

**RE: FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.**  
File Number: -1139692-3

We are pleased to notify you that your Articles of Incorporation were filed on March 2, 2005.

You must publish a copy of your Articles of Incorporation. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona (as filed with the Commission) for three (3) consecutive publications. A list of newspapers is available on the Commission web site. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing within NINETY (90) DAYS from the date of this letter. Make sure the newspaper publishes the corporation documents using the exact name filed with the Commission.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report form will be mailed to the corporation's known place of business approximately two months prior to the due date of the report. Should the report fail to arrive, contact the Commission. It is imperative that corporations notify the Commission immediately (in writing) if they change their corporate address, statutory agent or agent address. Address change orders must be executed (signed) by a corporate officer. Postal forwarding orders are not sufficient.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site [www.cc.state.az.us/corp](http://www.cc.state.az.us/corp) contains information specific to each corporation of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,  
GUADALUPE ORTIZ  
Examiner  
Corporations Division

CF:04, Rev:01/2004

1300 WEST WASHINGTON, PHOENIX, ARIZONA 85007-2929 / 400 WEST CONGRESS STREET, TUCSON, ARIZONA 85701-1347

[www.cc.state.az.us](http://www.cc.state.az.us) - 602-542-3135

FEB. 15. 2005 10:11AM WINTERS KING &amp; ASSOC

NO. 857 P. 2

ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISIONPhoenix Address: 1300 West Washington  
Phoenix, Arizona 85007-2929Tucson Address: 400 West Congress  
Tucson, Arizona 85701-1347NONPROFIT  
CERTIFICATE OF DISCLOSURE  
A.R.S. Section 10-3202.D.

Faith Christian Fellowship of Tucson, Inc.

## EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
  - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
  - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
  - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes  No 

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any other corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes  No 

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
  - (a) Was incorporated.
  - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is DECEMBER 31

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Virgil Stokes DATE 06/01/04  
TITLE PresidentBY John Smith DATE 06/01/04  
TITLE Vice-PresidentBY Judy A. Stokes DATE 6-2-04  
TITLE SecretaryBY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

MAR 02 2005

FILE NO. 11396923

ARTICLES OF INCORPORATION

OF A TAX-EXEMPT

**FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.**

(Arizona Non-Profit Corporation)

1. Name: The name of the Corporation is **FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.**
2. Purpose: This nonprofit corporation is organized and operated exclusively for the religious purposes of a church within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America.

In furtherance of its nonprofit, tax-exempt purposes, the corporation shall have the following powers and authority; however, the corporation shall not be empowered, and is prohibited from, engaging in any activity which is not allowed pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America:

- (a) To operate under the name as set forth above;
- (b) To employ qualified counsel and other necessary personnel to carry out the purposes of this corporation;
- (c) To adopt and use a corporate seal;
- (d) To earnestly seek and promote the unity of God's people and churches in a Scriptural manner of Godly love, respect and faithful voluntary cooperation with liberty. To that end it may associate and cooperate freely with other churches and with missionary organizations and branches; as a free and independent fellowship body in accord with its own conscience and the wisdom of God, as the corporation perceives it to be, but in every case and in every act and in pursuance of or adoption of any policy or method or in practice or association does and shall do so as a free church, always retaining its sovereignty and independence, and in no case whatsoever as an act of subjection nor precedent or amenability nor as an active or passive or implied affiliation nor in any way as relinquishing its perpetual legal independence and sovereignty as a church.

(e) To receive tithes, offerings and property by gift, devise or bequest subject to the laws relating to the transfer of property by gift or will.

(f) To take, purchase or otherwise acquire; to own, hold, occupy, use, and enjoy; manage, improve, develop and work; to grant, sell, exchange, let, demise, and otherwise dispose of real estate, buildings, and improvements and every right, interest and estate therein without limit as to the amount thereof and wheresoever the same may be situated; to erect, construct, alter and repair buildings; to assume any and every kind of contract, agreement and obligation by or with any person, firm, corporation, or association, or any Federal, State, or other government for the erection, construction, alteration, repair, renewal, equipment, improvement, development, use, enjoyment, leasing, management or control of any buildings, improvements or structures of any kind wherever the same may be situated.

(g) To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount and with any person, firm, association or corporation; to draw, make, accept, endorse, discount, issue, and execute promissory notes, warrants, and other negotiable or transferable interests.

(h) To purchase or otherwise acquire, to own, hold, use and enjoy, to sell, assign and transfer, exchange or otherwise dispose of, deal in or deal with personal property of every kind and description without limit as to the amount thereof and wheresoever the same may be situated.

(i) To borrow and to loan money and to give and to receive evidence of indebtedness and security therefore; to draw, make, accept, endorse, execute and issue promissory notes, warrants and other debentures of the corporation, or otherwise to make guarantees of every kind and secure any or all obligations of the corporation by mortgage, trust deed or otherwise.

(j) By its Board of Trustees to appoint such officers and employees as may be decreed proper; define their authority and duties; fix their compensation; require bonds of such of them as it deems advisable and fix the penalty thereof;

dismiss such officers or employees, or any thereof for any good reason and appoint others to fill their places;

- (k) To adopt Bylaws regulating and providing for:
  - (1) A definite and distinct ecclesiastical government;
  - (2) A formal code of doctrine and discipline;
  - (3) A congregational membership;
  - (4) An organization of ordained ministers ministering to the congregation;
  - (5) A system of ordaining ministers after completing prescribed courses of study;
  - (6) A literature of the church;
  - (7) Regular religious services;
  - (8) Sunday Schools and seminars for the instruction of young and old;
  - (9) Schools for the preparation of its ministers;
  - (10) Schools for Christian education of children;
- (l) To minister sacerdotal functions;
- (m) To adopt and assume names in the furtherance of its nonprofit, tax-exempt purposes;
- (n) To use any and all media, including but not limited to print, television, internet and radio, in the furtherance of its nonprofit, tax-exempt purposes;
- (o) To provide a local place for Christian fellowship for those of like faith, where the Father God, Jesus, the Son of God, and the Holy Spirit, may be honored according to our full gospel testimony;
- (p) To assume our share of the responsibility and the privilege of propagating the Gospel of Jesus Christ;
- (q) To do any lawful act or activity for which non-profit corporations may be organized under the laws of this state and within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America.
- (r) To exercise such other and incidental powers as may reasonably be necessary to carry out the purposes for which the corporation is established, provided

that such incidental powers shall be exercised in a manner consistent with its tax-exempt status as a religious organization as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America.

(s) The several clauses contained in this article shall be construed both as purposes and powers and the statements contained in each clause shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the terms of any other clauses, but shall be regarded as independent purposes and powers. Notwithstanding any provisions of these Articles of Incorporation, the corporation shall NOT engage in any political activity proscribed by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America, nor shall any income or assets of the corporation inure to the benefit of any member, private individual or business entity.

3. No part of the net earning of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements, ) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or: (b) by a corporation, contributions to which are deductible under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Laws).

4. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The assets shall be disbursed in the following order of priority: first to FAITH CHRISTIAN FELLOWSHIP INTERNATIONAL CHURCH, INC. (FCF International) located in Tulsa, Oklahoma. If FCF International chooses not to receive the assets they shall be distributed to a 501(c)(3) organization as chosen by the Board of Trustees of FCF International. Any such assets not so disposed of shall be distributed to the federal government, or to a state or local government, for a public purpose by the court of jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.
5. The power of indemnification under the Arizona Revised Statutes shall not be denied or limited by the bylaws.
6. Board of Directors. BOARD OF DIRECTORS: There shall be no less (3) Directors. The names and addresses of the persons who are to serve as Directors until the first annual meeting or Directors or until their successors are elected and qualified are:  
Virgil L. Stokes, 4441 W. Rose Mist Way, Tucson, AZ 85741  
John C. Smith, 3082 W. Country Fair Drive, Tucson, AZ 85742  
Judy A. Stokes, 4441 W. Rose Mist Way, Tucson, AZ 85741  
The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.
7. Known Place of Business. (In Arizona) The street address of the known place of business of the Corporation is: 4441 W. Rose Mist Way, Tucson, AZ, 85741, County of Pima.

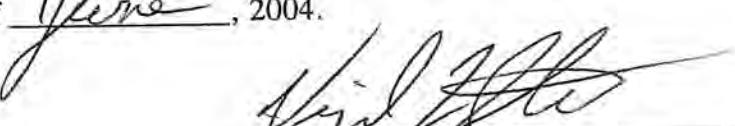
8. STATUTORY AGENT: The name and address of the initial statutory agent in the corporation is: Virgil L. Stokes, 4441 W. Rose Mist Way, Tucson, AZ, 85741, County of Pima.

9. Incorporator. The name and address of the incorporator is: Virgil L. Stokes, 4441 W. Rose Mist Way, Tucson, AZ, 85741, County of Pima.

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

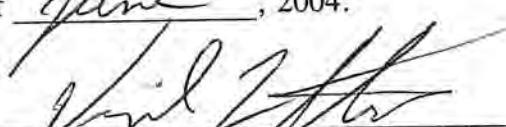
10. The Board of Directors shall conduct all the business of the corporation (church) and shall be the only voting members of the corporation (church). The number of Directors, and their qualifications shall be established in the Bylaws of this corporation. **The corporation WILL have members.**

DATED This 2<sup>nd</sup> day of June, 2004.

  
\_\_\_\_\_  
Virgil L. Stokes, Incorporator

#### Acceptance of Appointment By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 2<sup>nd</sup> day of June, 2004.

  
\_\_\_\_\_  
Virgil L. Stokes, Statutory Agent

**AFFIDAVIT OF PUBLICATION**

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss.

Audrey Smith, being first duly sworn, deposes and says that she is the Legal Advertising Manager of THE DAILY TERRITORIAL, a daily newspaper printed and published in the County of Pima, State of Arizona, and of general circulation in the City of Tucson, County of Pima, State of Arizona and elsewhere, and the hereto attached.

ARTICLES OF INCORPORATION OF A TAX-EXEMPT  
FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.  
11396923

was printed and published correctly in the regular and entire issue of said THE DAILY TERRITORIAL for 3 issues; that was first made on the 29<sup>TH</sup> day of MARCH 2005 and the last publication thereof was made on the 30<sup>TH</sup> day of MARCH 2005; that said publication was made on each of the following days, to-wit:

03/29/05  
03/30/05  
03/31/05

卷之三

at the Request of:

APR 04 2005

## FAITH CHRISTIAN FELLOWSHIP

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

By Michael Smith, Legal Advertising Manager

Subscribed and sworn to before me this 1<sup>ST</sup> day of APRIL 2005



JAMIE C. MACIAS  
Notary Public - Arizona  
Pima County  
Expires 02/04/08

Notary Public in and for the County of Pima, State of Arizona  
My Commission Expires: 2/1/08

ARTICLES OF INCORPORATION OF  
A TAX-EXEMPT  
FAITH CHRISTIAN FELLOWSHIP OF  
TUCSON, INC.

(Arizona Non-Profit Corporation)

1. **Name:** The name of the Corporation is FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.

2. **Purpose:** This nonprofit corporation is organized and operated exclusively for religious purposes of a church in the meaning of Section 501(c)(3)

of the Internal Revenue Code of 1986, as amended, of the United States of America.

In furtherance of its nonprofit, tax-exempt purposes, the corporation shall have the following powers and authority; however, the corporation shall not be empowered, and is prohibited from, engaging in any activity which is not allowed pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, of the United States of America.

(a) To operate under the name as set forth above.

(b) To employ qualified counsel and other necessary personnel to carry out the purposes of this corporation;

(c) To adopt and use a corporate seal;

(d) To earnestly seek and promote the unity of God's people and churches in a Scriptural manner of Godly love, respect and faithful voluntary cooperation with liberty. To that end it may associate and cooperate freely with other churches and with missionary organizations and branches; as a free and independent fellowship body in accord with its own conscience and the wisdom of God, as the corporation perceives it to be, but in every case and in every act and in pursuance of or adoption of any policy or method or in practice or association does and shall do as a free church, always retaining its sovereignty and independence, and in no case whatsoever as an act of subjection nor precedent or amenability nor as an active or passive or implied affiliation nor in any way as relinquishing its perpetual legal independence and sovereignty as a church.

To receive tithes, offerings and prop-

erty gift, devise or bequest subject to

laws relating to the transfer of prop-

erty by gift or will.

(f) To take, purchase or otherwise ac-

quire, to own, hold, occupy, use, and

enjoy; manage, improve, develop and

work; to grant, sell, exchange, let, de-

mise, and otherwise dispose of real es-

tate, buildings, and improvements and

every right, interest and estate therein

without limit as to the amount thereof

and wheresoever the same may be situ-

ated; to erect, construct, alter and repair

buildings; to assume any and every kind

of contract, agreement and obligation

by or with any person, firm, corporation,

or association, or any Federal, State, or

other government for the erection, con-

struction, alteration, repair, renewal,

equipment, improvement, development,

use, enjoyment, leasing, management

or control of any buildings, improve-

ments or structures of any kind where-

ever the same may be situated.

(g) To enter into, make, perform and

carry out contracts of every kind for any

lawful purpose without limit as to

amount and with any person, firm, asso-

ciation or corporation; to draw, make,

accept, endorse, discount, issue, and

execute promissory notes, warrants,

and other negotiable or transferable in-

terests.

(h) To purchase or otherwise acquire,

to own, hold, use and enjoy, to sell, assign

and transfer, exchange or otherwise

dispose of, deal in or deal with personal

property of every kind and description

without limit as to the amount thereof

and wheresoever the same may be situ-

ated.

(i) To borrow and to loan money and to

give and to receive evidence of indebted-

ness and security therefore; to draw,

accept, endorse, execute and is-

ue promissory notes, warrants and

other debentures of the corporation, or

otherwise to make guarantees of every

kind and secure any or all obligations of

the corporation by mortgage, trust deed

or otherwise.

(j) By its Board of Trustees to appoint such officers and employees as may be decreed proper, define their authority and duties; fix their compensation; require bonds of such of them as it deems advisable and fix the penalty thereof; dismiss such officers or employees, or any thereof for any good reason and appoint others to fill their places;

(k) To adopt Bylaws regulating and pro-

viding for:

(1) A definite and distinct ecclesiastical government;

(2) A formal code of doctrine and discipline;

(3) A congregational membership;

(4) An organization of ordained minis-

ters ministering to the congregation;

(5) A system of ordaining ministers after

completing prescribed

courses of study;

(6) A literature of the church;

(7) Regular religious services;

(8) Sunday Schools and seminars for

the instruction of young and old;

(9) Schools for the preparation of its

ministers;

(10) Schools for Christian education of

children;

(11) To minister sacerdotal functions;

(m) To adopt and assume names in the

furtherance of its nonprofit, tax-exempt

purposes;

(n) To use any and all media, including

but not limited to print, television, inter-

net and radio, in the furtherance of its

nonprofit, tax-exempt purposes;

(o) To provide a local place for Christian

fellowship for those of like faith, where

the Father God, Jesus, the Son of God,

and the Holy Spirit, may be honored accord-

ing to our full gospel testimony;

(p) To assume our share of the responsi-

bility and the privilege of propagating

the Gospel of Jesus Christ;

(q) To do any lawful act or activity for

which non-profit corporations may be

organized under the laws of this state

and within the meaning of Section

501(c)(3) of the Internal Revenue Code

of 1986, as amended, of the United

States of America.

(r) To exercise such other and inciden-

tal powers as may reasonably be nec-

essary to carry out the purposes for

which the corporation is established,

provided that such incidental powers

shall be exercised in a manner consis-

tent with its tax-exempt status as a re-

ligious organization as set forth in Sec-

tion 501(c)(3) of the Internal Revenue

Code of 1986, as amended, of the United

States of America.

(s) The several clauses contained in

this article shall be construed both as

purposes and powers and the state-

ments contained in each clause shall,

except where otherwise expressed, be

in no wise limited or restricted by refer-

ence to or inference from the terms of

any other clauses, but shall be regarded

as independent purposes and powers.

Notwithstanding any provisions of these

Articles of Incorporation, the corporation

shall NOT engage in any political activi-

ty proscribed by Section 501(c)(3) of the

Internal Revenue Code Of 1986, as

amended, of the United States of Ameri-

ca, nor shall any income or assets of

the corporation inure to the benefit of

any member, private individual or busi-

ness entity.

3. No part of the net earning of the cor-

poration shall inure to the benefit of, or

be distributable to its members, direc-

tors, officers, or other private persons,

except that the corporation shall be

authorized and empowered to pay rea-

sonable compensation for services ren-

dered and to make payments and distri-

butions in furtherance of the purposes

set forth above. No substantial part of

the activities of the corporation shall be

the carrying on of propaganda, or other-

wise attempting to influence legislation,

and the corporation shall not participate

in, or intervene in (including the publish-

ing or distribution of statements, ) any

political campaign on behalf of any can-

didate for public office. Notwithstanding

any other provision of these Articles, the

corporation shall not carry on any other

activities not permitted to be carried on

(a) by a corporation exempt from Fed-

eral Income Tax under Section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or; (b) by a corporation, contributions to which are deductible under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Laws).

4. Upon dissolution of the corporation,

assets shall be distributed for one or

more exempt purposes within the

meaning of Section 501(c)(3) of the In-

ternal Revenue Code. The assets shall

be disbursed in the following order of

priority: first to FAITH CHRISTIAN FEL-

LLOWSHIP INTERNATIONAL CHURCH, INC. (FCF International) located in

Tulsa, Oklahoma. If FCF International

chooses not to receive the assets they

shall be distributed to a 501(c)(3) or-

ganization as chosen by the Board of

Trustees of FCF International. Any such

assets not so disposed of shall be dis-

tributed to the federal government, or to

a state or local government, for a public

purpose by the court of jurisdiction of

the county in which the principal office

of the corporation is then located, exclu-

sively for such purposes or to such or-

ganization or organizations, as said

court shall determine which are organ-

ized and operated exclusively for such

purposes.

5. The power of indemnification under the Arizona Revised Statutes shall not be denied or limited by the bylaws.

6. **Board of Directors. BOARD OF DI-**

**RECTORS:** There shall be no less (3)

Directors. The names and addresses of

the persons who are to serve as Directors until the first annual meeting or Di-

rectors or until their successors are

elected and qualified are:

Virgil L. Stokes, 4441 W. Rose Mist

Way, Tucson, AZ 85741

John C. Smith, 3082 W. Country Fair

Drive, Tucson, AZ 85742

Judy A. Stokes, 4441 W. Rose Mist

Way, Tucson, AZ 85741

The number of persons to serve on the

board of directors thereafter shall be

fixed by the Bylaws.

7. **Known Place of Business.** (In Ari-

izona) The street address of the known

place of business of the Corporation is:

4441 W. Rose Mist Way, Tucson, AZ,

85741, County of Pima.

8. **STATUTORY AGENT:** The name

and address of the initial statutory agent

in the corporation is: Virgil L. Stokes,

4441 W. Rose Mist Way, Tucson, AZ,

85741, County of Pima.

9. **Incorporator.** The name and address

of the incorporator is: Virgil L. Stokes,

4441 W. Rose Mist Way, Tucson, AZ,

85741, County of Pima.

All powers, duties and responsibilities of

the incorporators shall cease at the time

of delivery of these Articles of Incorpora-

tion to the Arizona Corporation Com-

mission.

10. The Board of Directors shall con-

duct all the business of the corporation

(church) and shall be the only voting

members of the corporation (church).

The number of Directors, and their

qualifications shall be established in the

Bylaws of this corporation. **The corpora-**

**tion WILL have members.**

DATED This 2nd day of June, 2004

/s/ Virgil L. Stokes, incorporator

Acceptance of Appointment By

Statutory Agent The undersigned

hereby acknowledges and accepts the

appointment as statutory agent of the

above-named corporation effective this

2nd day of June, 2004

/s/ Virgil L. Stokes, Statutory Agent

AZ CORPORATION COMMISSION

FILED MAR 02 2005 FILE NO

11396923

PUBLISH: The Daily Territorial

March 28, 29, 30, 2005

11396923, a.s

*Faith Christian Fellowship of Tucson*  
**Income and Expense Statement**  
 Consolidated - July 2014

Page: 1

	Current Period	Year to Date
<b>INCOME</b>		
CONTRIBUTION INCOME		
UNRESTRICTED	\$24,064.36	\$173,071.63
DONOR RESTRICTED	2,153.14	76,446.07
Subtotal Contribution Income	26,217.50	249,517.70
INTEREST INCOME	2.19	21.97
RELEASE FROM RESTRICTIONS		
TEMP RESTRICTED RELEASE	-9,449.65	-98,426.46
RELEASED FROM RESTRICTION	9,449.65	98,426.46
Subtotal Release From Restrictions	0.00	0.00
<b>TOTAL INCOME</b>	<b>26,219.69</b>	<b>249,539.67</b>
<b>EXPENSES</b>		
FIXED EXPENSES		
SALARY & HOUSING	\$10,206.38	\$62,652.51
SUPPORT STAFF	1,100.00	6,600.00
ADMINISTRATIVE EXPENSE	1,928.66	11,902.60
BUILDING & GROUNDS	12,350.67	44,433.19
VEHICLES	0.00	1,466.67
Subtotal Fixed Expenses	25,585.71	127,054.97
TITHES & OFFERINGS	4,821.00	33,560.49
DEPARTMENTS/COMMITTEES		
FMTI	0.00	1,311.89
MUSIC MINISTRY	62.98	460.68
EVANGELISM/OUTREACH	394.82	6,041.12
HOSPITALITY	254.71	915.62
MINISTRY EXPENSE	200.00	710.61
BOOK NOOK	13.57	1,310.47
IEMF	0.00	121.57
CHILDREN'S MINISTRY	0.00	305.22
YOUTH MINISTRY	0.00	1,700.00
PRISON MINISTRY	0.00	344.40
RECOVERY GROUP	0.00	207.62
Subtotal Departments/committees	926.08	13,429.20
TRAVEL & ENTERTAINMENT	2,115.42	7,031.66
DISPOSAL OF ASSETS	0.00	60,440.23
<b>TOTAL EXPENSES</b>	<b>33,448.21</b>	<b>241,516.55</b>
<b>EXCESS INCOME\EXPENSES</b>	<b>-\$7,228.52</b>	<b>\$8,023.12</b>

*Faith Christian Fellowship of Tucson*  
**Balance Sheet**  
 Consolidated - July 2014

Page: 2

Current Year

**ASSETS**

BANK ACCOUNTS	
CHECKING ACCOUNTS	\$50,967.55
SAVINGS ACCOUNTS	18,315.53
Subtotal Bank Accounts	69,283.08
CASH ON HAND	160.00
FIXED ASSETS	
BUILDINGS	1,015,000.00
VEHICLES	3,187.50
EQUIPMENT	8,303.80
Subtotal Fixed Assets	1,026,491.30
OTHER ASSETS	
Utility Deposits	600.00
TOTAL ASSETS	\$1,096,534.38

**LIABILITIES**

LONG-TERM LIABILITIES	
MORTGAGES & LOANS	\$934,500.00
TOTAL LIABILITIES	934,500.00
NET ASSETS	
UNRESTRICTED	\$137,457.61
DONOR RESTRICTED	
TEMPORARILY RESTRICTED	24,576.77
Subtotal Donor Restricted	24,576.77
TOTAL EQUITY	162,034.38
TOTAL LIABILITIES AND EQUITY	\$1,096,534.38

February 6, 2014

Faith Christian Fellowship of Tucson, Inc.  
c/o CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C.  
Attn: Alan G. Moore  
7411 E. Tanque Verde Road  
Tucson, Arizona 85715

RE: Letter of Intent to Sell/Buy 3141 W. Ironwood Hills Drive, Tucson, Arizona

Dear Mr. Moore:

On behalf of **Gold Ring Holdings, LLC**, a Delaware limited liability company (“Seller”), this Letter of Intent is being issued to set forth the basic terms under which Seller is willing to sell the Property (as that term is defined below) to **Faith Christian Fellowship of Tucson, Inc.**, an Arizona non-profit corporation (“Buyer”).

**1. Description of the Property.** The real property (approximately 3.86 acres) and improvements (2 buildings of approximately 12,256 square feet) located at 3141 W. Ironwood Hills Drive, Tucson, Arizona, legally described on Exhibit A attached hereto (the “Property”).

**2. Purchase Price.** The purchase price for the Property shall be One Million Forty Thousand and No/100 Dollars (\$1,040,000.00) (the “Purchase Price”). The Purchase Price shall be paid as set forth below, subject to credits and prorations made as of the closing date:

A. \$5,000 cash earnest money to be deposited upon execution of a purchase and sale agreement, with First American Title Insurance Company (“Escrow Agent”);

B. \$99,000 in cash (by wire transfer) upon the closing of the sale; and

C. \$936,000 through mortgage loan financing provided by Thrivent Financial for Lutherans (“Thrivent”) secured by a first mortgage lien on the Property, at an annual interest rate of 6%, amortized over 25 years with equal monthly payments of principal and interest of \$6,031.00, with the remaining principal balance being due and payable in 10 years (a balloon note), and on such other terms and conditions that will be described in a loan commitment letter to be issued by Thrivent at the time of issuing the purchase and sale agreement. Buyer and Thrivent must agree to the lending terms and execute a loan commitment letter, and Seller’s obligations under the purchase and sale agreement will be

contingent upon Buyer satisfying all of the conditions set forth in the loan commitment letter.

**3. Seller Documentation.** Seller will provide to Buyer the following information and copies for Buyer's review and approval during its Due Diligence Period (as that term is defined below):

A. a copy of Seller's Owner's Title Insurance Policy;

B. a copy of a boundary and topographical survey of the Property prepared in January, 2004 (Buyer is not entitled to rely on this survey as it's being provided for informational purposes only); and

C. a copy of a Phase I Environmental Site Assessment prepared in February 2013 (Buyer is not entitled to rely on this report as it's being provided for informational purposes only).

**4. Title.** Seller shall cause a commitment to issue an ALTA extended owner's title insurance policy from Escrow Agent in favor of Buyer. Any objection to the condition of title shall be made in writing within a title review period of 20 days after the receipt of the commitment, or Buyer shall be deemed to have waived all its right to object and any objections to title shall be deemed "Permitted Exceptions." The premium cost for the owner's policy of title insurance and any endorsements thereto shall be paid by Buyer. Buyer must also pay for the issuance of a lender's title policy to Thrivent.

**5. Due Diligence.** The Buyer shall be afforded thirty (30) days after execution of the purchase and sale agreement (the "Due Diligence Period"), to inspect the Property at reasonable times scheduled with Seller, to review the Seller deliveries, and to otherwise conduct such investigations as it deems necessary all to determine if it wishes to purchase the Property, such decision to be at Buyer's sole and absolute discretion. Buyer may terminate the purchase and sale agreement by sending written notice to Seller within the Due Diligence Period. Failure to provide a written termination shall be deemed to waive the right and Buyer shall proceed to closing.

**6. Closing.** Closing shall occur not later than fifteen (15) days after the expiration of the Due Diligence Period.

**7. Indemnification.** In the event Buyer or its agents in the course of its inspections of the Property cause injury to persons or damages to the Property, Buyer shall indemnify and hold Seller harmless as to all claims for such injury or damage, and shall be financially responsible for the repairs hereof.

**8. Seller's Representations of Warranties.** Seller shall make no representations and warranties as related to the Property in the purchase and sale agreement. Buyer acknowledges and agrees that it will be purchasing the Property in its **AS IS/WHERE IS** condition.

9. **Contract of Sale.** Seller shall prepare and Seller and Buyer shall negotiate in good faith a purchase and sale agreement.

10. **Conveyance.** Seller shall convey title to the Property by way of Special Warranty Deed.

11. **Closing Costs.** Buyer shall pay the cost of its owner's title insurance policy, a lender's title insurance policy in favor of Thrivent, and all recording fees associated with the sale and the financing. Seller and Buyer shall each pay one half of the escrow closing costs, and each shall pay their respective legal fees. All other closing costs and prorations shall be allocated between Buyer and Seller according to local custom.

12. **Confidentiality.** Buyer and Seller agree to hold the terms hereof and all information supplied in connection herewith confidential.

12. **Assignment.** Buyer may not assign its rights hereunder without Seller's prior written consent.

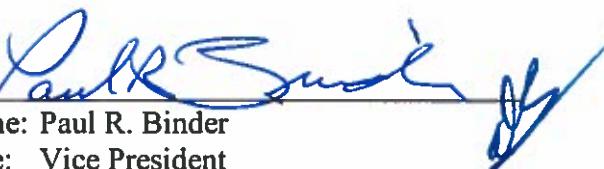
13. **Brokerage.** Seller and Buyer each represent and warrant to the other that it has not dealt with any real estate brokers or real estate agents with respect to the transaction contemplated hereby other than PICOR by Seller, and CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C. by Buyer. Seller agrees to pay a commission equal of 6% of the purchase price, to be shared by PICOR (3%) and CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C. (3%).

14. **Non-binding.** The Letter of Intent is non-binding and is intended merely to be an outline of the proposed transaction and is subject to Seller and Buyer entering into a mutually satisfactory purchase and sale agreement and loan commitment letter.

15. **Period of Acceptance.** Buyer may agree to the terms presented by this Letter of Intent at any time before 5:00 PM (Central) on February 10, 2014 by delivering a fully executed copy of this Letter of Intent to the undersigned. After such date and time, this Letter of Intent shall be null and void.

If acceptable, please execute in the space below. If there are any questions, please contact Dean Bussey at 612-844-5196.

GOLD RING HOLDINGS, LLC

By   
Name: Paul R. Binder  
Title: Vice President

Accepted:

Faith Christian Fellowship of Tucson, Inc.

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

Dated: February \_\_\_\_\_, 2014

Accepted:

Faith Christian Fellowship of Tucson, Inc.

By 

Name: John C. Smith

Title: Associate Pastor

Dated: February 9, 2014

## COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT (“Agreement”) is made effective as of April 16, 2014 (“Effective Date”), by and among **GOLD RING HOLDINGS, LLC**, a Delaware limited liability company (“Seller”) and **FAITH CHRISTIAN FELLOWSHIP OF TUCSON, INC.**, an Arizona non-profit corporation (“Buyer”).

### WITNESSETH:

A. Seller acquired title to certain real property and improvements located at 3141 W. Ironwood Hills Drive, Tucson, Arizona, legally described on Exhibit A attached hereto (the “Property”) through a deed in lieu of foreclosure.

B. Seller desires to sell and Buyer desires to acquire the Property on an “AS IS / WHERE IS” basis, without any conditions, representation or warranties of any kind, except as specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of and in reliance upon the above recitals (which are incorporated into and made a part of this Agreement), and the mutual covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Seller and Buyer mutually agree as follows:

### Section 1: Definitions

For purposes of this Agreement, in addition to the terms defined elsewhere in this Agreement each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 **Closing Date.** A date not later than June 12, 2014.

1.2 **Earnest Money Deposit.** Buyer shall make an Earnest Money Deposit of Five Thousand and No/100 Dollars (\$5,000.00) which sum must be paid by Buyer to Title Company not later than two (2) business days after the Effective Date. The Earnest Money Deposit shall remain refundable to Buyer during the Investigation Period, but shall become non-refundable upon the expiration of the Investigation Period without termination of this Agreement by Buyer. The Earnest Money Deposit shall be credited against the Purchase Price at Closing.

1.3 **Investigation Period.** A period of time beginning on the date that the Earnest Money Deposit is paid to Title Company and ending at 5:00 PM (Central time) thirty (30) days thereafter.

1.4 **Purchase Price.** The sum of One Million Forty Thousand and No/100 Dollars (\$1,040,000.00), subject to prorations and other adjustments, if any, provided for or required pursuant to the terms of this Agreement.

The Purchase Price shall be paid, in part, through mortgage loan financing in the amount of

\$936,000.00 provided by Thrivent Financial for Lutherans (“Thrivent”) secured by a first mortgage lien on the Property, at an initial annual interest rate of 5.25%, with interest only payments for the first two (2) years of the loan, and thereafter with principal and interest payments computed on the basis of a 28-year amortization period with the remaining principal balance being due and payable in 10 years (a balloon note). The initial interest rate shall be adjusted by Thrivent at the end of the fifth (5th) loan year. The monthly payment will be adjusted accordingly. The loan shall be on such other terms and conditions that will be described in a loan commitment letter to be issued by Thrivent at the time of as this Agreement. Buyer and Thrivent must agree to the lending terms and execute a loan commitment letter, and Seller’s obligations under this Agreement is contingent upon Buyer satisfying all of the conditions set forth in the loan commitment letter.

**1.5 Title Company.** Lawyers Title National Commercial Services representing Fidelity National Title Insurance Company, 2398 E. Camelback Rd., Ste. 350, Phoenix, AZ 85016, Attn: Irma Hickman.

## **Section 2: Sale and Purchase of Property/Earnest Money Deposit/Condition of Property**

**2.1 Sale and Purchase of Property.** Seller agrees to sell and Buyer agrees to buy the Property pursuant to the terms and conditions set forth in this Agreement.

**2.2 Earnest Money Deposit.** Title Company shall hold and retain the Earnest Money Deposit in trust and shall disburse the same in accordance with the terms and conditions contained in this Agreement. Title Company shall not be liable or responsible for loss of the Earnest Money Deposit (or any part thereof) or delay in disbursement of the Earnest Money Deposit (or any part thereof) occasioned by the insolvency of any financial institution into which the Earnest Money Deposit is placed by the Title Company or the assumption of management, control or operation of such financial institution by any governmental entity. If the Buyer terminates this Agreement in accordance with any right to terminate granted herein, the Earnest Money Deposit shall be immediately delivered by Title Company to the Buyer upon Buyer’s sole order, and thereafter, this Agreement shall be null and void and of no further force and effect, except for those rights, obligations or liabilities set forth herein which expressly survive the termination of this Agreement.

In the event the Title Company is in doubt as to its duties and liabilities under the provisions of this Agreement, the Title Company may, in its sole discretion, continue to hold the monies or instruments which are the subject of the escrow until the parties mutually agree in writing to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies and/or instruments then held pursuant to this Agreement with the Clerk of the Superior Court of Pima County, Arizona, and upon notifying all parties concerning such action, all liability on the part of the Title Company shall fully cease and terminate, except to the extent of accounting for any monies or instruments theretofore delivered out of escrow.

**2.3 As Is / Where Is Sale.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY EXHIBIT ATTACHED HERETO, OR TERM OF ANY DOCUMENT EXECUTED PURSUANT TO OR IN CONNECTION WITH THIS

AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT IT WILL BE PURCHASING THE PROPERTY IN ITS “AS IS” / “WHERE IS” CONDITION, AND “WITH ALL FAULTS”, AND THAT SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

### **Section 3: Title Commitment, Survey and Seller Deliveries**

**3.1     Title Commitment.** Seller will seek to cause an owner’s title insurance commitment to be provided Buyer as soon as possible after the Effective Date. Buyer shall have the right to examine and object to provisions in the Title Commitment pursuant to Section 5.4 hereof.

**3.2     Seller Deliveries.** Within five (5) days of the execution of this Agreement by Seller and Buyer, Seller shall provide to Buyer copies of (i) Seller’s existing title insurance policies, (ii) a boundary and topographical survey of the Property prepared for Thrivent in January, 2004, and (iii) a Phase I Environmental Site Assessment prepared for Seller in February, 2013 (“Seller Deliveries”). Buyer shall not deliver copies of the Seller Deliveries to any party other than those representing it in this transaction and Buyer is not authorized to rely on said documents as the same had been prepared exclusively either for Seller or Thrivent.

### **Section 4: Representations and Warranties**

**4.1     Seller.** Seller makes the following representations and warranties to Buyer as of the Effective Date:

**4.1.1** Seller has received no written notice advising it of any condemnation proceedings affecting the Property or any part thereof, and to Seller’s actual knowledge, there are no pending or contemplated condemnation proceedings affecting the Property or any part thereof, and to Seller’s actual knowledge, no such actions are pending or threatened.

**4.1.2** Seller is not a party to any litigation or any zoning, municipal, administrative or alternative dispute resolution proceeding affecting the Property.

**4.1.3** Seller is a limited liability company, duly organized, validly existing under the laws of the State of Delaware, is duly qualified to do business (or qualification is not required) in each State where the Property is located and has all necessary power to execute and deliver this Agreement and perform all of Seller’s obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, (ii) does not conflict with or result in a violation of Seller’s organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Seller is a party, and (iii) does not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller or any persons constituting Seller or the Property is a party.

**4.1.4** Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's knowledge", "Seller has no actual knowledge or notice" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Seller, without any obligation on Seller's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other person or to search, examine any files, records, books, correspondence and the like.

**4.2 Buyer.** Each Buyer represents and warrants to Seller that it has due authority to enter into this Agreement and perform all of Buyer's obligations hereunder. Each Buyer's execution, delivery and performance of this Agreement and the documents to be executed by each such Buyer pursuant to this Agreement (i) has been duly and validly authorized by all necessary action on the part of each Buyer, (ii) does not conflict with or result in a violation of each Buyer's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which either Buyer is a party, and (iii) does not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which each Buyer is bound or to which such Buyer or any persons constituting Buyer is a party.

## Section 5: Contingencies

**5.1 Due Diligence Investigation.** During the Investigation Period, Buyer shall have the right to review all aspects of the Property, including, but not limited to, the following specific matters, all subject to the limitations set forth in Section 5.2 below:

**5.1.1** the right to review the Seller Deliveries;

**5.1.2** the right to inspect all physical aspects of the Property;

**5.1.3** the right to examine title to the Property;

**5.1.4** the right to investigate all zoning, code and governmental requirements for Buyer's intended use of the Property, and to review and/or seek governmental approvals with Seller's cooperation and assistance, provided that no change to zoning, use or other governmental request may be made effective prior to the Closing Date; and

**5.1.5** the right to perform a Phase I environmental study of the Property.

**5.1.6** Buyer and Seller's performance under this Agreement is also contingent on Buyer and Thrivent executing a loan commitment letter, satisfying all of the terms and conditions of said commitment letter prior to Closing, and then closing on said mortgage financing on the terms set forth therein.

**5.2 Conditions to Entry and Indemnity.** All of the foregoing tests, investigations and studies to be conducted by or on behalf of Buyer under Section 5.1 shall be subject to the following conditions:

**5.2.1** Seller's written consent (which may be withheld or conditioned, in Seller's sole discretion) shall be required prior to the performance of any cutting, drilling, boring or other invasive testing or procedures on the Property;

**5.2.2** such tests, investigations and studies shall be at Buyer's sole cost and expense;

**5.2.3** Buyer shall not suffer or permit any lien, claim or charge of any kind whatsoever to attach to the Property or any part thereof;

**5.2.4** in the event of any damage to the Property caused by Buyer, its agents, engineers, employees, contractors or surveyors (including, without limitation, pavement, landscaping and surface damage), Buyer shall pay the cost incurred by Seller to restore the Property to the condition existing prior to the performance of such tests, investigations or studies; and

**5.2.5** Buyer shall defend, indemnify and hold Seller and the Property harmless from any and all liability, cost and expense (including, without limitation, reasonable attorneys' fees, court costs and costs of appeal) suffered or incurred by Seller for injury to persons or property caused by Buyer's investigations, tests, studies and inspections of the Property. Prior to commencing any such tests, studies and investigations, Buyer shall furnish to Seller, if requested by Seller, a certificate of insurance evidencing comprehensive general public liability insurance insuring the person, firm or entity performing such tests, studies and investigations and listing Seller as an additional insured thereunder. This agreement to indemnify Seller shall survive the Closing or any termination of this Agreement.

**5.3 Right to Terminate.** Buyer (or Seller for failure of the conditions of 5.1.6.) may terminate this Agreement by delivering written notice of such election to the other party ("Termination Notice"), and providing a copy of such notice to Title Company, which such notice must be duly given not later than the last day of the Investigation Period, whereupon the provisions of Section 2.2 above governing a permitted termination by Buyer shall apply, including the refund of the Earnest Money Deposit to Buyer within three (3) Business Days of the date that the same is required to be repaid to Buyer pursuant to the Escrow Agreement. If no Termination Notices are issued prior to the expiration of the Investigation Period, then the contingencies to performance shall be deemed waived, and Earnest Money Deposit shall be deemed non-refundable to Buyer and earned by Seller, and the parties shall proceed to Closing.

**5.4 Title.** Buyer shall have until the expiration of the Investigation Period to review, examine and submit to Seller written objections to the condition of title ("Title Objections"). Any matters not objected to by Buyer on or prior to the expiration of the Title Review Period shall be deemed Permitted Exceptions.

In the event that Buyer makes any Title Objections, then Seller shall have ten (10) days following the receipt of any such Title Objections ("Title Cure Period") within which it shall have the right (but not the obligation) to cure, or to get the Title Company to waive or delete such Title Objections or commit to insure Buyer's fee title to the Property for the full amount of the Purchase Price against loss or damage that may be occasioned by such Title Objections.

If Seller is unable or otherwise elects not to cure, or to get the Title Company to waive, delete or otherwise insure over any such Title Objections within the Title Cure Period, then Buyer will have five (5) Business Days following the expiration of Title Cure Period within which to elect either: (x) to terminate this Agreement, or (y) to waive the right to terminate this Agreement as a result of any such Title Objections, which election must be made by the giving of notice thereof to Seller within said five (5) Business Day period. If Buyer fails to deliver such notice within said five (5) Business Day period, then Buyer shall be deemed to have waived such Title Objections and shall proceed to Closing with such Title Objections being deemed Permitted Exceptions. If Buyer affirmatively elects to waive the right to terminate this Agreement as aforesaid, then any Title Objections previously objected to by Buyer shall be deemed Permitted Exceptions. If, however, this Agreement is duly terminated under this Section, then Seller and Buyer shall direct Title Company to return the Earnest Money Deposit to Buyer, and neither party shall have any further obligation under this Agreement, except for such obligations of the parties hereunder that expressly survive the termination of this Agreement.

#### Section 6: Seller Covenants

**6.1 Maintenance of Property.** Seller shall deliver the Property at Closing in substantially the same physical condition as it is on the Effective Date, normal wear and tear and damage by casualty or condemnation excepted. To and including the Closing Date, Seller shall maintain continuously in full force and effect the normal and customary casualty and liability insurance policies relating to the Property which are in effect on the Effective Date.

**6.2 Change in Conditions.** Seller shall, to the extent Seller obtains actual knowledge thereof, promptly notify Buyer of the occurrence of any event or circumstance that makes any representation or warranty of Seller to Buyer under this Agreement untrue (including Seller's discovery of information which, if known on the Effective Date, would have rendered a representation untrue).

#### Section 7: Prorations and Adjustments

All prorations provided to be made "as of the Closing Date" shall each be made as of 12:01 a.m. on the Closing Date (meaning that the Buyer shall owe expenses for the Closing Date, provided that Seller's receives the wire of the Purchase Price before **noon (Central time)** on the Closing Date, otherwise expenses for the Closing Date shall belong to Seller) on a calendar year basis of 365 days. The following items shall, as applicable, be prorated between Buyer and Seller or credited to Buyer or Seller:

**7.1 Taxes.** Seller shall be responsible for payment of all ad valorem taxes and assessments for the Property that accrue in all years prior to the year of Closing. Buyer and Seller shall prorate between them on a calendar year basis, as of the Closing Date, the ad valorem taxes and assessments for the Property which accrue in the year of Closing on the basis of the current year's taxes, if known. If the Closing shall occur before the amount of current taxes shall be determined, such taxes shall be apportioned upon the basis of the taxes for the most recent calendar year available. Buyer shall pay all real property taxes and assessments that accrue in years after the year of Closing. Buyer shall assume all special assessments, whether levied or pending, that are payable in years after the year of Closing, Seller not being obligated to prepay any such special assessments.

**7.2 Utilities and Utility Deposits.** All utility charges will be prorated between Buyer and Seller as of the Closing Date and Seller will obtain readings therefor as of the Closing Date, with Seller being responsible for payment of amounts owing therein for the period prior to the Closing Date, and Buyer being responsible for payment of amounts owing for the period on and after the Closing Date. To the extent that utility bills cannot be handled in the foregoing manner, they shall be prorated as of the Closing Date based on the most recent bills available and re-prorated when such final bills become known. Any utility deposit, if any, may be withdrawn by and refunded to Seller and Buyer shall make its own replacement deposits for utilities as may be required by the respective utilities involved.

**7.3 General.** Unless provided otherwise hereinabove, such other items that are customarily prorated in a purchase and sale of the type contemplated hereunder shall be prorated as of the Closing Date. All prorations shall be final and there shall be no re-prorations at any time after Closing.

## Section 8: Closing Costs

**8.1 Seller's Costs.** In addition to the payment of other costs identified elsewhere in this Agreement, Seller shall pay (i) Seller's legal fees and expenses; (ii) 50% of any fees charged by Title Company for escrow services provided hereunder or in connection with the Closing; and (iii) the base cost for a standard Owner's Policy of Title Insurance.

**8.2 Buyer's Costs.** In addition to the payment of other costs identified elsewhere in this Agreement, Buyer shall pay (i) Buyer's legal fees and expenses; (ii) all expenses incurred by Buyer in connection with Buyer's due diligence; (iii) 50% of any fees charged by Title Company for escrow services provided hereunder or in connection with the Closing; (iv) the cost of recording all documents for the sale and the financing; (v) the premium differential for the issuance of extended coverage under the Owner's Title Policy, the cost of any endorsements, and the cost of the Mortgagee's Title Policy and endorsements thereto in favor of Thrivent; and (vi) any other costs of closing.

**8.3 Other Items.** Such other items as are customarily prorated in transactions of the type contemplated in this Agreement shall be prorated and/or paid in accordance with local custom in the city/county in which the Property is located.