



**INDIAN NATIONS PRESBYTERY  
PRESBYTERIAN CHURCH (U.S.A.)**

**Annual/Stated Meeting**

**October 11, 2024**

**Covenant Presbyterian Church, OKC**



**Business Packet 1**



# COVENANT PRESBYTERIAN CHURCH

On behalf of the session and congregation of Covenant Presbyterian Church we invite and welcome you to attend the October 11 meeting of Indian Nations Presbytery.

We are excited to be able to share our space with you as we come together to worship, fellowship, and carry out the business of the Presbytery.

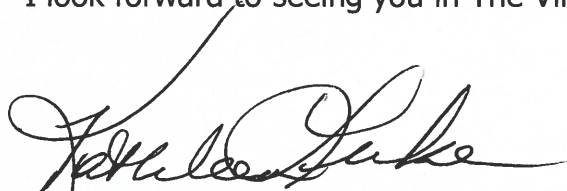
I have been in the Presbytery for just over six months and am looking forward to this opportunity to meet and get to know people from other congregations.

At Covenant we are proud of our ministries in our community. We recently collected school supplies for neighboring Ridgeview Elementary school. We house a busy daycare Monday through Friday and prepare and deliver mobile meals every Friday. As you walk past the kitchen on October 11, I'm sure you will smell something great being prepared for delivery that day.

The offering taken at the meeting will go toward the Mobile Meals program. All of our cooks and drivers are volunteers. The offering will fund groceries for healthy, delicious meals. We currently serve 24 people weekly through this ministry.

We will meet in the Fellowship Hall. Please enter through the doors marked Office.

I look forward to seeing you in The Village on October 11.



Kathleen Luke  
Transitional Pastor  
Covenant Presbyterian Church  
The Village



**INDIAN NATIONS PRESBYTERY**  
**Stated/Annual Meeting**  
**October 11, 2024**  
**Covenant Presbyterian Church, OKC**

**DOCKET**

9:00 am	Registration and Gathering	
9:30 am	Call to Order	Moderator David DeLana
	Prayer	
	Ruling on Quorum	
	Welcome from Host Pastor	TE Kathie Luke
	Introduction of First-time Commissioners	Moderator DeLana
	Seating of Corresponding Members	
	Recognition of Visitors	
	Motions on Privilege of Voice	
	Adoption of Docket	
	Approval of Minutes of June 1, 2024	
10:00	Worship and Celebration of the Lord's Supper	
11:00	Presentation (Part 1)	TE Beth McCaw
	Stages of Loss to Reorganization	
12:00 noon	Break for Lunch	
12:45 pm	Presentation (Part 2)	TE Beth McCaw
	Stages of Loss to Reorganization	
1:30 pm	Stated Clerk Report	TE Tracy Evans
	Presbytery Pastor Report	TE Charlie Smith
	Coordinating Council	RE Mike Mize
	Committee on Ministry	RE Martin McNeese

	Committee on Preparation for Ministry	TE Chas Gowing
	Committee on Administration	TE Dan Junkin
	Committee on Nominations & Representation	RE Maribeth Culpepper
	Trustees	RE Melissa Gill
	Network: Care of Pastoral Leaders	TE Janet Ruark
	INP Foundation	RE Russell Newville
	New and Unfinished Business	
2:30 pm	PC(USA) Ministry Engagement & Support	TE Lemuel Garcia
	Good News from the Pews	
2:40 pm	Installation of 2025 Moderator and Vice-Moderator	
3:00 pm	Adjourn with prayer	Moderator John McKinnon

Draft Minutes  
Stated Meeting of Indian Nations Presbytery  
First Presbyterian Church  
Stillwater, Oklahoma  
May 31-June 1, 2024

The meeting was called to order by Moderator David DeLana at 11:00 am on June 1, 2024 in the Westminster Room at First Presbyterian Church of Stillwater. Moderator DeLana opened with prayer. The meeting was part of the Tri-Presbytery meeting of Cimmaron, Eastern Oklahoma and Indian Nations presbyteries held May 31-June 1.

A quorum was declared.

First-time commissioners were introduced. Visitors were introduced.

The docket was **approved** as presented.

**THE ROLL**

**MINISTER MEMBERS**

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**Present**

Affsprung, Elizabeth, HR  
Evans, Tracy  
Gowing, Chas  
Henslee, Mark, HR  
Luke, Kathie

McKinnon, John  
Reynolds, Devon  
Ruark, Chaz, HR  
Ruark, Janet, HR  
Rucker, Vicki

Seo, Jungsuk  
Smith, Charlie  
Walker, Abbey

**Excused**

Amen, Greg  
Andresen, Paul  
Baggett, Rick, HR  
Bassett, Charles, HR  
Bosteels, Carl, HR  
Burns, Jim, HR  
Burns-Hintze, Jan, HR  
Carr, Bill, HR  
Clipson, Jo, HR  
Delgado, Roberto, HR

East, Michael  
Galbraith, Bill, HR  
Goodman, Lois, HR  
Gruel, John, HR  
Hamilton, Carl, HR  
Hendrix, Nancy, HR  
Hunt, Barbara, HR  
Jeffers, Hugh, HR  
Junkin, Dan, HR  
Long, Sue, HR

McNamara, Donald, HR  
Millard, Harry, HR  
Mize, Richard  
Pei, Won K, HR  
Sim, Pyung Jong Peter, HR  
Walker, Abbey  
Waters, Carol  
Waychoff, Mary Ellen, HR

**Absent**

Back, Jongsuk  
Bodenstein, Sara Marie  
Bridges, Samuel H  
Cobbs, Kelsey  
Heaney, Mark  
Junkin, Michelle  
Meinhart, Joe  
Miller, Mitch

Phelps, Ron  
Scott, Randy  
Whitsitt, Landon

**RULING ELDER COMMISSIONERS**

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**Present**

Bethany, Westlake, Mofor-Tawo, Thompson  
Chickasha, First, Nedra Kearney-Vakilick  
Duncan, First, Steve Shear  
Hobart, First, Sue Johnson  
Lawton, First, Steve Brock  
Norman, Memorial, Charlotte Lovett  
Oklahoma City, Covenant, Ron Butts  
Oklahoma City, First, Gaylan Adams

Oklahoma City, Westminster, John Kenney  
Pauls Valley, First, Mary Gowing  
Rosedale, First, Russell Newville  
Shawnee, United, Rick Terry  
Wewoka, First, Rex Daly  
Yukon, Chisholm Trail, Debra Kauffman

**Excused**

Ardmore, First, Dolores Kimball  
Chattanooga, Community, Janet Labude  
Hobart, First, Sue Johnson  
Temple, First, Tara Brown

**Absent**

Ada, First  
Altus, First  
Byars, Dixon Chapel  
Chandler, First  
Colony, Columbian Memorial  
Davenport, First  
Edmond, Santa Fe  
El Reno, First  
Elk City, First

Grandfield, First  
Lawton, Korean  
Lawton, Westminster  
Maud, Achena  
Midwest City, First  
Norman, First  
Oklahoma City, Church of Savior  
Oklahoma City, Hillcrest  
Oklahoma City, Korean First

Oklahoma City, Trinity  
Seminole, Cheyarha  
Seminole, Tallahassee  
Sulphur, Salem  
Sulphur/Davis, Shepherd of the Hills  
Walters, First  
Weatherford, Federated  
Wewoka, First Indian

**OTHERS (PRESBYTERY OFFICERS, COMMITTEE MODERATOR ELDERS, COMMISSIONED RULING ELDERS, CERTIFIED CHRISTIAN EDUCATORS, CORRESPONDING MEMBERS)**

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**Present**

DeLana, Dave, RE, INP Moderator  
Isch, Ernie, Commissioned Ruling Elder

**Excused**

Mitchell, Kim, CRE  
Mize, Mike, RE, Coordinating Council, Moderator

**VISITORS**

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There were 3 visitors.

Bruner, Sofia, Chisholm Trail, Yukon  
Diekman, Susan, RE, Lawton, FPC

MacHugh, Sue, RE, INP Staff

The minutes of the meeting of February 23-24 presbytery meeting were **approved** as presented.

### **Report of the Stated Clerk**

- Evans reported that TE Michael East has resigned from Committee on Preparation for Ministry.
- RE Bob Rogers has resigned from the Board of Trustees. He also served as president.

### **Report of the Presbytery Pastor**

- Smith reported on the good energy of several presentations and meetings that have occurred in INP and his hope for the energy of the Tri-Presbytery meetings and presentations.
- He shared his calendar since the last presbytery meeting through July 4<sup>th</sup>.

### **Report of the Coordinating Council**

- Vice-Moderator John McKinnon made the report. At the March meeting a motion to form a task force of the Coordinating Council to look into the committee structure and representation of the presbytery was approved. The following individuals agreed to serve: RE Mike Mize, RE Russell Newville, RE Maribeth Culpepper, TE Tracy Evans and RE Melissa Gill.
- The following motion was also received by Coordinating Council: That presbytery refer to the Coordinating Council a motion that the Presbytery of Indian Nations Standing Rules and Operational Procedures regarding meetings of presbytery be reviewed, and a report with recommendations for possible amendments be presented at the June 1, 2024 Stated Meeting of presbytery. The recommendation to presbytery to amend the INP standing rules as follows: **Motion** that Coordinating Council will plan the three Stated presbytery meetings and programming as seen appropriate, and that the next year's meeting dates will be finalized before the fall meeting. Motion was **approved**.

### **Report of the Committee on Preparation for Ministry**

- Moderator Chas Gowing reported on their work.
- Conducted an annual review for Candidate Tylar Grant
- Approved Inquirer Eunja Seo to take some senior ordination exams.
- Received with joy, Rev. Kathie Luke as a new TE member of the committee
- Supported Jakob Harmon in completing forms to become an Inquirer. Remaining forms are expected from the Session of Santa Fe Presbyterian Church.
- Worked to create an INP CPM checklist to better communicate expectations of inquirers, candidates, session, and the committee. This is not yet final.
- Submitted Revs. Chas Gowing and Jungsuk Seo to the PCC to read ordination exams. Our Presbytery was asked to also submit a Ruling Elder to read ordination exams, but no volunteers were found.

- Worked to support COM in receiving and preparing for training of people interested in becoming CREs or PEs. The committee officially started a list of interested people. There are currently four on the list.

### Report of the Committee on Ministry

- Moderator Devon Reynolds made the report.
- **Motion** made to appoint Ruling Elder Farrel Smith to the Administrative Commission reviewing the vitality and possible closure of Sulphur, Salem and Tallahassee churches which was appointed at the February 23, 2024 presbytery meeting. This is to fill a vacancy. Motion **approved**.
- Actions taken on behalf of INP were:
  - Approval of the Covenant for Temporary Supply between the Rev. Richard Mize and Trinity Presbyterian Church, Oklahoma City, OK effective April 1, 2024 to April 1, 2025.

Cash Salary \$-0-  
Housing \$1,000 per month  
Ministry expense reimbursed up to \$750 per quarter  
Paid Vacation Leave 1 week per quarter, including Sundays  
Continuing Education 1 week per six months, including Sundays

- Approval of the Covenant for Temporary Supply between the Rev. Carol Waters and First Presbyterian Church, Norman, OK effective March 28, 2024 to March 27, 2025.

Cash Salary \$28,500 per year  
Time Expectations 25-30 hours per week  
Benefits Including full participation in the PC(USA) Board of Pensions  
Paid Vacation Leave 3 weeks; does not accrue beyond the contract term  
Continuing Education 2 weeks

- Give permission to dissolve the pastoral Call of Rev. Mitch Miller and Sante Fe Presbyterian Church Edmond. The Congregational has approved the Dissolution.
- Permission for TE. Mitch Miller to labor outside the bounds of INP and within as the Synod Executive and Stated Clerk for the Synod of the Sun.
- Approved the Covenant between Commissioned Ruling Elder Glenn Dunn and Santa Fe Presbyterian Church, Edmond, OK effective May 1, 2024 to April 30, 2025.

Cash Salary \$5,000 per month  
Housing \$-0-  
Ministry expense reimbursed up to \$375 per month



Vacation Time	30 calendar days per year
Continuing Education	2 weeks per year

- Approved the request from Edmond Santa Fe to proceed with the PNC now that they have hired Glenn Dunn.
- Granted permission to the United Presbyterian Church of Shawnee to form a Pastor Nominating Committee.

### **Report of the Committee on Nominations and Representation**

- TE Chas Gowing reported for Moderator Maribeth Culpepper.
- **Motion** from the committee that the following be approved by presbytery:  
Committee on Ministry—RE Gaylan Adams, First, OKC, Class of 2026  
Committee on Preparation for Ministry: TE Kathie Luke, Class of 2026  
Permanent Judicial Commission: TE Michael East, Class of 2029  
Motion was **approved**.
- RE Farrel Smith, Achena, Region 3, Class of 2025 and RE Malcom Champlin, Santa Fe, Edmond, Region 5, Class of 2025 are now serving on Coordinating Council.
- The Clerk of Session or Pastor in Region 1 (Elk City, Weatherford Federated, Hobart, Colony, El Reno, Yukon, Altus) were each contacted by phone with ensuing conversation(s) about Coordinating Council responsibilities and the desire of INP to have diverse representation on the Coordinating Council. There were no REs willing to serve. CNR is in current discussion on addressing the concern of lack of input and decision making from Region 1.
- As per the Book of Order, Nominations and Representation need to be separate committees. CNR has representation on the newly formed task force, appointed by the Coordinating Council, to address the structures and needs of INP committees and boards.

### **Report of the Committee on Administration**

- A written report was submitted.
- In March 2023, a spreadsheet showing the transactions in the “Holding Account” at Texas Presbyterian Foundation for FY2023 was provided to the Coordinating Council (see attached).
- 3Nines Technologies Inc., is the technology company used by INP for hardware and software support. In April 2024, Presbytery Pastor Charlie Smith and Sue MacHugh, Administrative Assistant, met with 3Nines to discuss the current “server backup” system being utilized and the “Hardware Lifecycle” of INP computer hardware. The current backup system is not being monitored by 3Nines. It is stored on external hard drives stored off-site. 3Nines recommends a program they can monitor for \$229/mo. The overall hardware picture of INP equipment is approaching replacement. The cost of a new server is about \$8,000. 3Nines is recommending INP move to the “cloud.” This is now becoming the industry standard. It will allow staff to work off-site, if necessary. The

transition cost is about \$1,000. Moving to the cloud will make the \$229/mo. program unnecessary. The committee was contacted electronically (by email) for discussion and vote on changing to the 3Nines backup product and transition to the cloud. The vote was unanimous to changes to the 3Nines backup product and transition to the cloud.

- The committee received a request from the Presbytery Pastor to amend his housing allowance for 2024 from \$25,000 to \$30,000. This request is based on advice from his tax advisor. This does not involve the actual movement of funds, or represent any increase or decrease to his overall total annual salary. The vote was unanimous for approval.
- In May 2024, a spreadsheet showing the transactions in the “Holding Account” at Texas Presbyterian Foundation for Q1 (first quarter 2024) was provided to the Coordinating Council (see attached).

### **Report of the INP Foundation**

- Foundation President RE Russell Newville made the report.
- The process/procedure for awarding grants was discussed and changes were made for 2024-2025. The following dates for were decided:

#### FALL 2024

Letters to congregations	July 1
Grant Application Deadline	October 1
Board Meeting to award grants	After Q3 TPF Statement Received (mid Oct)
Funds to congregations	November

#### SPRING 2025

Letters to congregations	January 20
Grant Application Deadline	April 1
Board Meeting to award grants	After Q1 TPF Statement Received (mid Oct)
Funds to congregations	May

- Church of the Savior, OKC submitted two grant applications for unexpected expenses due to repairs. The grant application for mold remediation in the daycare area was approved for \$2,023.48. The other grant was denied.
- The language in the “Grant Application” and “Letter” to congregations was reviewed and several changes were made for clarity purposes.
- See attached page for the financial report from information from the Texas Presbyterian Foundation March 31, 2024 statement.

### **Report from the Board of Trustees**

- There was no report.

### **Unfinished Business**

- Charlie Smith reported on behalf of the Presbyterian Youth Council of Oklahoma (PYCO). Report is attached to this document.

**New Business**

- None

The body shared in sharing news and opportunities.

Motion to adjourn with prayer was approved. Moderator DeLana closed the meeting with prayer at 11:25 am.

DRAFT

Texas Presbyterian Foundation Holding Account - 54477  
 FY 2023 Transactions

01/01/23 Beginning Account Market Value		1,790,103.30
Income	17,621.75	
Distributions		
Transfer to Checking Account	(105,000.00)	
Transfer to INP Foundation Account	(100,000.00)	Investment Gain/Loss
77,440.52		
03/31/23 Ending Account Market Value		1,680,165.57
04/01/23 Beginning Account Market Value		1,680,165.57
Income	17,840.44	
Investment Gain/Loss	52,745.39	
06/30/23 Ending Account Market Value		1,750,751.40
07/01/23 Beginning Account Market Value		1,750,751.40
Income	17,322.58	
Distributions		
Transfer to Checking Account	(65,000.00)	

Investment Gain/Loss (62,821.04)

09/30/23 Ending Account Market Value 1,640,252.94

10/01/23 Beginning Account Market Value 1,640,252.94

Income 17,048.20

Distributions

Transfer to Checking Account (105,000.00)

Transfer to Grant Account for repayment (36,000.00) Investment Gain/Loss

131,246.88

12/31/23 Ending Account Market Value 1,647,548.02

Total Transfers to Checking Account (136,000.00) (275,000.00) Total Transfers to Other Accounts

Total Withdrawals (411,000.00)

PRESBYTERIAN YOUTH COUNCIL OF OKLAHOMA



The **Presbyterian Youth Council of Oklahoma (PYCO)** is a team of youth, in **partnership with** mentoring adults, who work together to plan and lead events and activities for the youth of the presbytery(s). These young people develop leadership skills, grow in their spiritual life and their ability to articulate their faith, and experience the connectional

church. They form close friendships with youth from other congregations while sharing and exploring their God given gifts.

*“And don't let anyone put you down because you're young. Teach believers with your life: by word, by demeanor, by love, by faith, by integrity...And that special gift of ministry you were given when the leaders of the church laid hands on you and prayed - keep that dusted off and in use. Cultivate these things. Immerse yourself in them. The people will all see you mature right before their eyes!” 1Timothy 4:12-15 (The Message)*

### **PURPOSE**

The **Presbyterian Youth Council of Oklahoma (PYCO)** exists to assist in developing a comprehensive ministry for youth and adults who work with them in the state through Oklahoma Presbyterian Network.

1. To develop and nurture a statewide Presbyterian youth ministry network.
2. To plan and implement quality programming that offers opportunities for fellowship, study, service, and worship for the youth in the state of Oklahoma.
3. To connect Presbyterian youth across the state of Oklahoma.
4. To provide a model of partnership between youth and adults.
5. To empower youth and adults to participate in all areas of the church's ministry while equipping them in their tasks.
6. To grow spiritually, advocate for issues of justice and peacemaking for young people, and nurture lifelong discipleship.

### **YOUTH COUNCIL MEMBERSHIP**

Presbyterian Youth Council of Oklahoma (PYCO) consists of adults and youth from congregations in Oklahoma. The Council meets quarterly to develop and implement plans for quality youth connections within the state of Oklahoma.

### **Leadership**

The Council is led by an adult Chair and guided by the Oklahoma Presbyterian Network (OPN). Within the Council, there are three ministry teams on which to serve: OK Triennium, Retreat, Mission.

Each team elects a Team Lead, with a goal of working toward one youth and one adult Team Lead.

### **Selection of PYCO Members**

The PYCO membership consists of at least two youth and two adults, not to exceed four youth and four adults, per presbytery.

Interested youth and adults are welcome to apply either by invitation from the PYCO or by nomination from their home church. Members will be selected by the PYCO nominating committee (made up of the PYCO Chair and the three Ministry Team Leads).

Congregations are entrusted with identifying young people and adults in their congregation who have gifts for ministry and leadership potential, a strong relationship with Christ, and who will make the commitment to be a member of the Council. Churches should encourage interested youth and adults to complete the application form.

### **Expectations of PYCO Members**

**YOUTH** who serve on the **PYCO** must meet the following criteria:

1. Be in a committed relationship with Jesus Christ
2. Be an active participant in their local church
3. Be a rising 9<sup>th</sup> grader up through 22 years of age.
4. Be willing to learn new skills and take risks in leadership roles
5. Be willing to make PYCO a priority in their schedule and be regular in attendance at meetings and events (see attendance policy)
6. Be willing to make a minimum of a one (1) year commitment

**ADULTS** who serve on the **PYCO** must meet the following criteria:

1. Be in a committed relationship with Jesus Christ
2. Be an active participant in their local Presbyterian (PCUSA) church, have past experience with or are currently involved in local church youth ministry
3. Be willing to learn new skills and take risks in leadership roles
4. Be willing to make PYCO a priority in their schedules and be regular in attendance at meetings and events (see attendance policy)
5. Be willing to make a minimum of a two (2) year commitment
6. Have a current criminal background check on file, either from the home congregation or through PYCO
7. Be willing to sign the sexual misconduct form
8. Be at least 23 years of age.

### **Term of Service**

**Youth** will serve for a one (1) year term with an option to apply to serve up to four (4) years, with service beginning August 1<sup>st</sup>.

**Adults** will serve for a two (2) year term with an option of serving an additional two year term, with service beginning August 1<sup>st</sup>.

### **Attendance Policy**

- Two unexcused absences from PYCO Council meetings **may be** grounds for dismissal from the council. (*Unexcused absences are considered those in which members did not notify the Council Chair at least 24 hours prior to a meeting they will miss*).

### **Applications**

Applications will be available online at Oklahoma presbytery websites and the Oklahoma Presbyterian Youth Facebook page.

### **Deadline & Submissions**

Applications should be submitted by **May 1st**.

*All returning PYCO members must complete new applications.*

#### **For YOUTH Applicants:**

- Youth PYCO Application Form
- Parent Consent (under age 18) & Photo Release Form
- Background Check Report for Youth Applicants age 18-22
- PYCO Covenant

#### **For ADULT Applicants:**

- Adult PYCO Application Form
- Background Check Report or confirmation of background check from local church
- Adult Disclosure Information Form
- PYCO Covenant

**This document may be changed by a majority vote of the Presbyterian Youth Council of Oklahoma.**

# FAQ's

## **about the Presbytery Youth Council of Oklahoma (PYCO)**

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### **What is the Council and what do they do?**

The Presbyterian Youth Council of Oklahoma (PYCO) is a team of youth, in partnership with mentoring adults, who work together to plan and lead events and activities in the state of Oklahoma through the Oklahoma Presbyterian Network.

### **Is planning events and weekend retreats all that happen?**

Not by a long shot! These young people develop leadership skills, grow in their spiritual maturity, depth and in their ability to articulate their faith, and experience the connectional church. They form close friendships with youth and adults from other congregations.

### **How are Youth Council members selected?**

Interested applicants may apply at the invitation of PYCO or by a nomination from their congregation. Applications can be found on the Oklahoma presbytery websites or on the Oklahoma Presbyterian Youth Facebook page. Applicants are selected by the PYCO nominating committee.



**What is the benefit to the youth and adults who participate?**

The benefits of serving on PYCO include personal spiritual growth, developing leadership skills, forming deep friendships across the state and a deep satisfaction in their work.

**We have only two or three youth in our church and do not have a formal youth program.**

**Why should we have our youth apply to PYCO?**

The Council experience can be especially valuable for kids who do not have a youth group in their own church. These young people often consider service to the wider church and the friendships formed as their youth group experience.

**Adults who are gifted and willing to work with youth are hard to come by. Why should I ask adults to take part in PYCO?**

Adults on PYCO gain the ability to develop deeper skills in youth ministry and network with other area youth leaders. Adults often discover gifts, abilities and passions for ministry they never knew. Additionally, those kids who travel a significant distance for meetings are more likely to be regular in attendance when there is an adult from their home church to support their travel and participation.

## Presbytery Pastor Report to Presbytery

I am visiting Sessions and folks in the pews to talk about the work of Cimarron, Eastern Oklahoma and Indian Nations Presbyteries to imagine a future statewide Oklahoma Presbytery. I have found warm collegiality, and signs of renewed and strengthened ties and relationships. People generally support and are open to the concept of an Oklahoma Presbytery. Some are skeptical; others say they need to be convinced. I hear questions about how such plans relate to churches' struggles and the fierce headwinds we face moving into an uncertain future. Others ask about office location, staffing, financing, and the shared culture of Oklahomans.

I find useful principles outlined by Simon Sinek in "Start with Why." Sinek wrote: "People don't buy what you do; they buy why you do it." People seem to appreciate the Task Force's work more fully when I talk with passion about *why* the idea of an Oklahoma Presbytery inspires me (its deeper purpose, values, vision and motivation), rather than the *what* that is being done (say, blueprint, or simple facts), or the *how* it will be carried out.

So, here is my *Why*: As you might expect, I start with a running analogy. One of the reasons I am so passionate about running is the time I can spend alone, lost in music and my own thoughts, praying/arguing with God, singing hymns. When my wife, Diana, suggested that I join a local running club, I resisted. When I finally gave in and showed up one Saturday morning, something remarkable happened: I met people from places around Oklahoma City that I had never known about. And the abundance and depth of shared stories and experiences was so exciting! (Learning about how others had coped with injuries with which I had struggled; training ideas; and cool new gear and clothing!)

What I had discovered was **Connections, Community, and Neighbors**. That is my *why* in envisioning a new Oklahoma Presbytery. Making connections and creating new communities, we'll come to know new neighbors, despite distances. Struggling to develop a Vacation Bible School plan? You might be surprised to discover that people in Miami, or Alva, or Tahlequah, or Broken Bow just wrote one, and would be glad to share it. Stumped over Stewardship campaigns, or recruiting new elders for Session? The people of Guymon, Claremore and Bristow would love to talk to you!

I find plenty of references to support my *Why* in the Bible. Among them: Peter's answer to the distraught Philippian jailer ready to harm himself in Acts: "We are all here!" (**Community**) And Jesus' oft-asked question in the Gospel: "Who is my *neighbor*?"

The plan of the Oklahoma Presbyteries Task Force is to come up with a proposal by next spring, I'll embark on a second round of visits to INP churches then to outline the proposed blueprint. Cimarron, Eastern Oklahoma and Indian Nations Presbyteries then will gather together at a special meeting in August 2025, and each Presbytery will vote whether to support the plan. It then will be sent to the Synod of the Sun (consisting of the Presbyteries of Arkansas, Louisiana, Oklahoma and Texas) for approval at the Synod's Assembly in October of 2025.

Final approval will then be sought from the General Assembly. Originally, that would have meant that final approval would come at the next General Assembly, which is scheduled to meet in Milwaukee in June 2026. However, you might not be aware that we are not alone in this conversation: A number of actions already have been taken by Presbyteries (in California, Washington state and New Jersey, for example). Many other Presbyteries are also exploring taking the same steps. As a result, the last General Assembly set up an Administrative Commission that will be able to handle such issues without waiting for the next national convention.

Assuming that the Oklahoma Presbytery proposal is approved by the three Presbyteries, the Synod and the General Assembly, we need to keep in mind that the date of final approval is only the starting point of our work in actually doing the hard work to accomplish our goal.

You might remember that I was a journalist before I became a minister. One of my jobs was as a copy editor at Radio Free Europe, in Munich, Germany, just after the fall of the Berlin Wall and at the time East and West Germany voted for unification. That vote was only the first step in a long process. It has now been 30 years, and it is still not complete.

I am sure that our work together will not last that long. However, I think this will be a gradual, step-by-step process, evaluating what works and what doesn't, and learning to adapt, keeping some parts of the original plan and modifying other parts. For instance, I would not be surprised that amid all the changes, statewide boundaries of presbyteries and synods may fall by the wayside, and that some churches will find that their most compatible neighbors might be in other states, presbyteries and synods.

I am excited about the work ahead, and I hope to inspire you to dream with me. Buckle up and join me on the journey.

10/11/24

## Coordinating Council Moderator's Report to Indian Nations Presbytery October 11, 2024

Coordinating Council has taken the following actions since the June Presbytery meeting.

### SEPTEMBER 18, 2024

*RE Martin McNeese* made the following **Motion** which was **approved** by Council:

To provide up to \$14,000 to be spent on Preaching Elder Training in January 2025.

The *Committee on Nominations and Representation* presented a **Motion** to revise the Standing Rules to separate the Committee on Nominations and Representation into two committees as required in the Book of Order, with a first reading at the Oct 11, 2024 INP meeting and a second reading a vote at the February 2025 INP meeting. The changes are to be effective at the annual meeting in October 2025 and will be reflected in the Slate of Nominees in October 2025.

The **Motion** was **approved**.

The *Task Force on Nominations* made the following **Motion**:

- The Committee on Administration be reduced from 9 to 6 members
- The Committee on Ministry be reduced from 19 to 15 members
- The Committee on Preparation for Ministry be reduced from 6 to 4 members
- Upon approval by the Presbytery of the creation of a Committee on Nominations, that committee be comprised of 4 members
- Upon approval by the Presbytery of the creation of a Committee on Representation, that committee be comprised of 3 members

The **Motion** was **approved**.

*First Presbyterian Church of Norman* requested the following:

Council approve a grant request to install an ethernet enabled electronic smartboard and 4KPTZ camera with broadcast stream and record capabilities for \$3,195.20

A **Motion** was made and **approved**.

### AUGUST 21, 2024

The Council **approved** RE Dan MacLemore and TE Carl Bosteels to serve on the Committee on Nominations and Representation.

The Council **approved** the following dates for the 2025 Presbytery meetings:

February 22, 2025

June 7, 2025

October 10, 2025

The Council heard the following motion from the *Committee on Administration*:

- That the Indian Nations Presbytery affirm and concur with the Committee on Administration's intent and direction regarding the following:
  - To present a budget for 2025 that stays within the parameters of the 2024 budget, and to account for the presbytery's rapidly decreasing financial resources by presenting a budget for 2026 that may include structural and staffing changes and recommendations.

Following lengthy discussion, there was a recommendation that committee moderators should make requests for their particular budgets and COA should share the budget and line items at the next meeting. A **Motion to table** this request until the September meeting was **approved** with the request that the COA moderator be in attendance to answer questions.

The *Care of Pastoral Leaders Network* requested \$1000 be budgeted for the retreat to be released and used to pay expenses for the October 21-22 retreat. A **Motion** was made and **approved**. A **Motion** to approve the request for permission to serve the Lord's Supper at the fall retreat was also **approved**.

Regarding the *Oklahoma Disaster Response Account*: Donations have been received to go toward Oklahoma natural disasters. A **Motion** that funds designated to a specific disaster be released within 30 days was **approved**.

A **Motion** to designate Juneteenth as a holiday for INP staff was **approved**.

*TE McKinnon* requested up to \$1000 for the Oklahoma presbyteries youth event being held on September 28. A **Motion** was made and **approved**.

## JULY 17, 2024

The meeting was cancelled.

On a personal note, I want to thank all those who faithfully and selflessly serve this Presbytery and our greater community. It is through your commitment, insight and faith, that we are able to better serve our congregations and to further the call of Christ.

Respectfully submitted,

Mike Mize  
Moderator, INP Coordinating Council

From: Committee on Ministry  
Date: October 11, 2024  
Subject: Actions

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ACTIONS TAKEN ON BEHALF OF PRESBYTERY:  
(to be included in presbytery minutes)

1. COM approved the Covenant for Temporary Supply between the Randal Harold Scott and Church of the Savior from March 14, 2024 until March 14, 2025

Housing Allowance	\$42,000.00 per year
Paid Vacation Leave	4weeks
Incudes Continuing Education	2 weeks

2. COM approved the Covenant for Temporary Supply between the Rev. Mark Henslee and First Presbyterian, Duncan from May 1, 2024 to April 30, 2025

Salary	\$15,600.00
Housing Allowance	24,000.00
Ministry Expenses	6,500.00
Paid Vacation Leave	4weeks
Incudes Continuing Education	2 weeks

3. COM approved the Ministry Discernment Form from Santa Fe Presbyterian Church by e-vote on July 15, 2024

4. COM approved the request from the session at First, Norman to form a APNC and search for an associate pastor.

5. COM approved the Ministry Discernment Form for United, Shawnee

6. COM approved by e-vote on August 2, 2024 the Covenant for Temporary Supply between the First Presbyterian Church, Wewoka, OK and the Rev. Gregory Amen from August 1, 2024 to July 31, 2025

Housing Allowance	\$21,600.00 per year
Board of Pensions	2,160.00
Paid Vacation Leave	4weeks
Incudes Continuing Education	2 weeks

7. COM approved by e-vote on August 2, 20 the Covent with a Commissioned Ruling Elder between Westminster Presbyterian Church, OKC and CRE Kim Mitchell from January 1, 2024 until December 31, 2028

Salary	\$45,202.50 per year
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See Attachment for Additional  
Benefits

Paid Vacation Leave	20 days
Incudes Continuing Education	2 weeks

8. COM received the following reports:
  - a. Exit interview with Rev. Elizabeth Affsprung
  - b. Exit interview with United Presbyterian Church, Shawnee
9. COM appoints Elder Ernie Isch to moderate the congregational meeting at First Presbyterian, Chickasha on October 19, 2024
10. On motion made (Isch) and seconded, COM approved a request that COA include \$7,000 in the budget for elder training in January 2025
11. COM appoints the following administrative commission to close First Presbyterian Church in Grandfield. The commission has the authority to appoint/dismiss members as necessary.
  - Rev. Sue Long, Honorably Retired - Moderator
  - Rev. Jungsuk Seo, Korean Presbyterian Church, Lawton, OK
  - Elder Tara Brown, First Presbyterian Church, Temple
  - Elder Mike Archer, Westminster Presbyterian Church, Lawton
  - Elder Debbie Goode, First Presbyterian Church, Grandfield

### **A Statement of Faith, Eunja Seo**

The current Book of Order of the Presbyterian Church (U.S.A.) mandates that the following question be asked first in the ordination vows for ministers, elders, and deacons: "Do you trust in Jesus Christ your Savior, acknowledge him as Lord of all and Head of the Church, and through him believe in one God, Father, Son, and Holy Spirit?" My answer to this question is "Yes." I have clearly confessed my faith in the salvation by God's grace in Jesus Christ, and my faith remains steadfast to this day.

I believe in the Absolute Sovereignty of God. God's sovereignty extends freely and benevolently to every part of the universe He created, without limitation. Therefore, I can see God at work behind everything that happens in my life and recognize His good purpose in all things. Above all, I fully rely on God's grace alone for salvation.

I live always "before God." God is the eternal, living God from the beginning to now and forever, and He is a God of love and holiness. In the presence of His holiness, my sinful nature is exposed, and I confess by faith that in His love, the forgiveness of my sins was accomplished through the cross of Christ.

I confess by faith that Jesus Christ is the way, the truth, and the life. He was with God in the beginning, and He was God. He came to this earth in the flesh, lived, and died on behalf of sinners. He then conquered death and rose again. The power of Christ's resurrection allows me to live in "new life" and gives me a "living hope," because I believe that "the one who raised the Lord Jesus from the dead will also raise us with Jesus." I know that because of this, I will live forever.

Through infant baptism and confirmation, I confessed my sinfulness before the community and accepted Jesus Christ, who died for my sins, as the Lord of my life. Because of the death of Jesus Christ, I have been made righteous before God. Now, I live a new life where I have died, and Jesus Christ lives in me—a life that glorifies God and delights in Him.

The gospel of Jesus Christ brings good news to the poor, gives sight to the blind, and sets the oppressed free. God's love for all creation was revealed through Him on this earth. Through the coming of Jesus Christ, the kingdom of God has come to this earth, and that kingdom will be completed when He returns. As I live the life of a witness, as Christ commanded us, and as I obey His word, I also eagerly await the return of Jesus Christ.

I believe that Jesus Christ is the head of the Church. Jesus established the Church, and I believe that He provides everything necessary for the Church to fulfill God's work in the world and serve Him, set apart as holy. Jesus Christ alone is the hope and foundation of the Church. As His body, the Church must fulfill its role as a community of faith, hope, love, and witness because it is through the Church that the world will see Christ.

I believe in the work of the Holy Spirit. Based on Romans 12:2, the Holy Spirit transforms our hearts in God and helps us discern His good, pleasing, and perfect will. Above all, the Holy Spirit helps believers to be assured of the truths taught in Scripture. He illuminates the meaning and content of the Word, teaching us the truth, exposing our faults, correcting our mistakes, and training us to live according to God's way. The Holy Spirit leads us to bear the fruit of the Spirit, helping us to become more like God in His holiness and to live as God's people.



I believe that the Bible is the written revelation of God. It is through Scripture alone that we learn all the teachings of truth, including salvation, creation, and providence. Furthermore, Scripture shows us the way to salvation through faith in Christ Jesus. Only the written Word of God reveals the way to salvation.

I worship my Lord and my God in the love of God, the grace of Jesus Christ, and the fellowship of the Holy Spirit. I am convinced that neither death nor life, neither angels nor demons, neither the present nor the future, nor any powers, neither height nor depth, or anything else in all creation, will be able to separate us from the love of God that is in Christ Jesus our Lord (Romans 8:38-39). Until He returns, I will walk the path of life that the Lord has shown me, with obedience and faith, in the place to which I have been called.

Additionally, sacraments are very important to me. I believe that Baptism and the Lord's Supper are gifts of grace given by God, and that Jesus Christ gave them to the church to strengthen and grow our faith. Through Baptism, I believe that my old self has died, and I have become a new person in Christ. Having been incorporated into the community of faith, I partake in the Lord's Supper, which Christ established, and together with the other members of the church, I remember His life, death, and resurrection, and give thanks for the renewal of God's covenant fulfilled in Jesus Christ. I also remember and act on the words, 'you proclaim the Lord's death until He comes' (1 Corinthians 11:26). As the church, we gather together, rejoicing in the salvation God has given us, and celebrating our unity in Christ.

Therefore, through the sacraments, I enjoy the gift of God's grace, which reminds me of my salvation in Christ, helps me remember God's covenant, confirms my special relationship with Him, and allows me to recognize the fruits of Christ's love. I also affirm, within the community of faith that is the church, that I have been sealed by the power of the Holy Spirit as one who belongs to God.

**From:** Committee on Preparation for Ministry  
**Date:** Indian Nations Presbytery Meeting 2024-10-11  
**Subject:** Information & Recommendation

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**INFORMATION:**

Since the May 31-June 1 Tri Presbytery meeting, CPM has

1. Conducted the Annual Review for Inquirer, Jakob Harmon, and coordinated with the session of Santa Fe Presbyterian church to find extra financial support for Jakob. Thanks to the session of Santa Fe! The committee had lunch with Jakob and his Santa Fe session liaison, AnnStewart.
2. Coordinated to find financial support for Tylar Grant exam registration from Presbyterian Women. Thanks, Presbyterian Women!
3. Relaxed requirements for post-seminary classes in Reformed Theology and Presbyterian Polity for Eunja Seo, pending ordination exams results.
4. Received and reviewed Eunja Seo's candidacy application. Examined Eunja and recommend she be enrolled as a candidate (see action, below). The committee invited Eunja and her session liaison, Mikyong Riley to lunch, but they were unable to attend.
5. Submitted requested budget to COA
6. Coordinated with COM to discuss scheduling and delivering Preaching Elder training. CPM has collected 17 names of people interested. The funds for this training are included in the requested budget for 2025.

**FOR PRESBYTERY ACTION:**

1. After reviewing her application for candidacy and examining her about her discernment and preparation, the Committee on preparation for Ministry moves that Eunja Seo be enrolled as a candidate for ministry. Her current statement of faith is attached.

**From:** INP Foundation Board  
**Date:** October 11, 2024  
**Subject:** Information

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**INFORMATION:**

The Foundation of Indian Nations Presbytery received Grant Applications in September. The Board will be meeting in October to review applications and award grants. Those congregations awarded grants will receive a check after the October meeting,

There were some problems with applications. To avoid this in the future, congregations need to be aware of three things:

1. Submit the application on the correct form provided on the INP website. Forms will not be included in future letters announcing the open period for applying for grants
2. The more information on the need the Foundation is better able to make the proper decision. Exact amounts are required for the repairs. Estimates for future repairs are not acceptable.
3. All applications must be approved by the Session or Trustees for the congregation.

See attached page for the financial report from information from the Texas Presbyterian Foundation June 30, 2024 statement.

Russell Newville  
President

Indian Nations Presbytery						
Financial Report						
Account: #53490 - INP Foundation Board						
Texas Presbyterian Foundation						
6/30/2024						
<b>Investments - Cash Receipts</b>			<b>COST</b>	<b>MARKET VALUE</b>		
<b>TPFBalanced Pooled Fund</b>						
	Beginning Balance	04/01/24	1,660,971.30	1,669,976.32	(A)	
<i>Common Fund Income</i>						
		04/30/24	5,200.31			
		05/31/24	5,217.13			
		06/30/24	5,233.59			
			15,651.03			
	Total Income		<b>15,651.03</b>		<b>(B)</b>	
<b>Cash Disbursements</b>						
<b>Unrealized Investment Gain/Loss</b>						
	Realized Gain/loss					
	Unrealized Gain/loss		(\$11,966.97)			
<b>Account Value</b>	06/30/24		\$1,676,622.33	<b>\$1,673,660.38</b>		
<b>Account Composition</b>						
	06/30/24					
	TPF Balanced Pooled Fund			\$1,668,426.79		
	Cash Equivalents			\$5,233.59		
	<b>TOTAL:</b>			<b>(A) \$1,673,660.38</b>		
<b>Account Performance:</b>						
		6/30/2019-6/30/2024				
	Total Account Return	<b>4.18%</b>		Unspent Int. @ 90%	6,960.21	(see 4Q 2023 Financials)
	Composite Index Return	<b>2.84%</b>		Q1 Interest	15,502.53	
				Q2 Interest	15,651.03	
				Q3 Interest	0.00	
				Q4 Interest	0.00	
				Total Interest	38,113.77	
<b>(A)</b>	This is principal; not to be spent.					
<b>(B)</b>	This is earnings; available for grants.					
	Suggested not more than 90%.			<b>(B) Total Interest @ 90%</b>	<b>34,302.39</b>	
<b>(C)</b>	Total amount available for grants			<b>(C)</b>	<b>\$34,302.39</b>	

Minutes of the Meeting  
Of the Trustees of Indian Nations Presbytery  
September 17, 2024

The Trustees of Westminster Presbyterian Church, OKC, voted to sell the property on Rockwell Ave. The congregation has voted in favor of this action.

The Board of Trustees, comprised of TE Jan Burns-Hintze, RE Melissa Gill and RE Mike Mize\*, discussed the sale via email with each of them having a copy of the pending contract in hand. After reviewing the contract, the Trustees voted to approve the sale and are recommending approval by the Presbytery.

Motion: The Trustees of Indian Nations Presbytery recommend approval of the sale of a parcel of land located at 14501 N. Rockwell, Oklahoma City, OK. Description of property is found in the attached document.

Respectfully Submitted,  
Melissa Gill, Moderator

\* As a member of Westminster, OKC, Mize declined to vote unless there was a tie.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement” which term shall be deemed to include the Exhibits and Schedules attached as a part hereof) is made between \_\_\_\_\_  
\_\_\_\_\_  
VECTOR PARTNERS, LLC, an Oklahoma limited liability company (herein “Buyer”), having its address at \_\_\_\_\_  
\_\_\_\_\_  
9701 Broadway Extension, Oklahoma City, OK \_\_\_\_\_73114; and WESTMINSTER PRESBYTERIAN CHURCH OF OKLAHOMA CITY, OKLAHOMA, an Oklahoma not for profit corporation church (herein “Seller”), having its address at 4400 N. Shartel Avenue, Oklahoma City, Oklahoma 73118. The date on which this Agreement has been signed by Buyer and Seller will be called the “Effective Date.”

### R E C I T A L S :

A. Pursuant to this Agreement, Buyer desires to purchase from Seller the following:

(1) the real property more particularly described on **Exhibit A** attached as a part hereof (the “Land”); and

(2) the building located on the Land and component structural, mechanical, electrical, lighting, HVAC, plumbing, and other fixtures and facilities located therein (collectively, the “Building”), parking areas, and other improvements located on the Land (with the Building, collectively called the “Improvements”); and

(3) all right, title and interest of Seller in and to all streets, easements, and rights-of-way in, on, across, in front of, abutting, adjoining, or otherwise benefitting the Land (collectively the “Appurtenances”).

The Land, Building, other Improvements, and Appurtenances are hereinafter collectively called the “Property.” It is expressly acknowledged by Buyer that the conveyance contemplated by this Agreement shall not include (and the Deed, as defined below, shall expressly exclude) any of Seller’s right, title, or interest, if any, in and to all minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, sulfur, and uranium, located in, on, or under the Land or that may be produced from the Land (collectively, “Minerals”), together with any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto (the “Mineral Rights”); provided that, Seller shall (and the Deed shall provide for Seller to) waive and release any and all rights to use the surface of the Land to conduct any activities which in any manner relate to the exploration, mining, production, processing or gathering of any Minerals.

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth. The purchase and sale transaction contemplated by this Agreement will be called the “Transaction.” As used herein the term “business day” will mean any day other than a Saturday, Sunday, or legal holiday on which banks in the State of Oklahoma are permitted to close for business.

## A G R E E M E N T S :

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale Agreement. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, subject to the terms and conditions of this Agreement.

2. Purchase Price. The total purchase price for the Property (herein the "**Purchase Price**") shall be One Million Five Hundred Fifty Thousand and No/100 Dollars (U.S. \$1,550,000.00). The Purchase Price will be payable as follows:

2.1 Earnest Money Deposit. Buyer shall deposit the sum of Seventy-five Thousand and No/100 Dollars (U.S. \$75,000.00) (the "**Earnest Money Deposit**," which term shall be deemed to include any Additional Earnest Money Deposits as provided below) with American Eagle Title Group, L.L.C., 421 NW 13th Street, Suite 320, Oklahoma City, OK 73103, Attention: Michelle Roberts (the "**Title Agent**") within three (3) business days after the Effective Date. Unless otherwise agreed in writing by Buyer and the Title Agent, the Earnest Money Deposit need not be invested by the Title Agent in an interest-bearing account or investment, but shall be invested in an account insured by the Federal Deposit Insurance Corporation. If the Earnest Money Deposit is invested in an interest-bearing account, any interest earned on the Earnest Money Deposit shall be considered a part of the Earnest Money Deposit. The Earnest Money Deposit must be invested in an account that will permit any disbursements required under Section 3.1 below to be timely made to Seller. Except as otherwise set forth herein, the Earnest Money Deposit shall be applied against the Purchase Price payable at the Closing (as hereinafter defined).

2.2 Independent Consideration. Upon the Title Agent's receipt of the Earnest Money Deposit, the Title Agent shall disburse \$100.00 of the Earnest Money Deposit to Seller as "**Independent Consideration**" for Seller's execution of this Agreement and the rights granted herein, which Independent Consideration shall be fully earned when paid, non-refundable in all events, and shall be applied to the Purchase Price at Closing. Wherever this Agreement provides for the return of the Earnest Money Deposit to the Buyer, it shall be deemed to mean the Earnest Money Deposit less the Independent Consideration.

2.3 Immediately Available Funds at Closing. At the Closing, Buyer shall pay to the Title Agent for payment to the Seller the balance of the Purchase Price by a wire transfer of immediately available funds, subject to the prorations and adjustments set forth below.

3. Inspection Period; Investigations.

3.1 Initial Inspection Period. Buyer shall have a period beginning on the Effective Date and ending at 5:00 p.m. (Central) on the date that is one hundred ~~twenty (20)~~ **eighty (80)** days after the Effective Date, or if such date is not a business day, then on the next succeeding business day (as applicable, the "**Initial Inspection Period**") to enable Buyer to conduct and obtain all inspections, examinations, investigations, and tests as Buyer considers appropriate for determining the present condition of the Property, to determine the appraised value of the Property

and its feasibility for Buyer’s purposes, the availability of financing to acquire the Property, and whether Buyer desires to complete the acquisition of the Property in accordance with the terms hereof. Buyer may terminate this Agreement for any reason or no reason during the Initial Inspection Period by giving the Seller written notice of its election (a prior to 5:00 p.m. (Central) on the last day of the Inspection Period. If Buyer terminates this Agreement at or before 5:00 p.m. (Central) on the 120th day of the Initial Inspection Period, Buyer shall be entitled to a refund of the full Earnest Money Deposit (less the Independent Consideration). For each 30-day period commencing on the 121st day of the Initial Inspection Period and continuing throughout the full Inspection Period (including any Inspection Period Extensions as provided below), \$4,700 of the Earnest Money Deposit shall become “hard” and shall be promptly disbursed to Seller by the Title Agent. Notwithstanding the foregoing any such disbursements shall be credited on the Purchase Price if the Transaction closes. Therefore, Seller shall be paid from the Earnest Money Deposit the following amounts at the following times (assuming the Transaction has not closed before said dates):

<u>Date of Disbursement</u>	<u>Amount Disbursed</u>
<u>121st day of Inspection Period</u>	<u>\$4,700.00</u>
<u>151st day of Inspection Period</u>	<u>\$4,700.00</u>
<u>181st day of Inspection Period*</u>	<u>\$4,700.00</u>
<u>211th day of Inspection Period*</u>	<u>\$4,700.00</u>
<u>*Assumes the Buyer has elected to extend the Initial Inspection Period pursuant to Section 3.3 below</u>	

3.2 **Rezoning.** During the Initial Inspection Period, Buyer may seek to have the Property rezoned to a category acceptable to Buyer and to have a preliminary plat of the Property approved by the applicable governmental officials. Seller agrees to sign such authorizations as may be necessary to enable Buyer to seek such rezoning and preliminary plat approval; provided, however, such authorization shall specifically prohibit the enactment of any rezoning ordinance or prior to consummation of the Transaction, i.e., Seller shall be entitled to withdraw such application prior to enactment if Buyer has not consummated the purchase of the Property. If Buyer elects to seek such rezoning and preliminary plat approval, Buyer shall promptly file the necessary applications and in good faith timely pursue the same at its sole cost and expense.

3.3 **Extension(s) of the Inspection Period.** Provided Buyer is not in default under this Agreement, Buyer shall have the right to extend the Initial Inspection Period for two (2) additional periods of thirty (30) days each (each an “**Inspection Period Extension**”) on the terms and conditions set forth below. The Initial Inspection Period, as extended by the first and, if applicable, second Inspection Period Extension will be called the “**Inspection Period.**” To extend the Initial Inspection Period, Buyer must, at or before 5:00 p.m. on the last day of the Inspection Period, deliver to Seller written notice of such election (an “**Extension Notice**”) and deposit with the Title Agent the additional sum of \$10,000 (each an “**Additional Earnest Money Deposit**”). with the Title Company. If Buyer does not elect to extend the Initial Inspection Period for the first Inspection Period Extension, the right to extend the Inspection Period for the second Inspection Period Extension shall automatically expire. If Buyer elects to extend the Inspection Period, Buyer shall be deemed to have waived any right to terminate this Agreement other than by reason of



(a) Buyer's inability to obtain sufficient reassurance that it will be able to rezone the Property and/or be able to obtain preliminary plat approval, after consummation of the Transaction, or (b) Seller's failure or refusal to cure Buyer's Title Objections. Buyer may terminate this Agreement for the reason stated in clause (a) of the preceding sentence by giving the Seller written notice of its election prior to 5:00 p.m. (Central) on the last day of the Inspection Period, as the same may have been extended.

3.4 Termination; Waiver of Balance of Inspection Period. If Buyer timely and validly terminates this Agreement, then this Agreement shall terminate and the Earnest Money Deposit (including any Additional Earnest Money Deposits, shall be immediately refunded to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder (except for those which expressly survive the termination hereof). Notwithstanding any of the foregoing, Buyer may at any time elect to waive the balance of the Inspection Period by giving Seller written notice of such election specifying the earlier ending date of the Inspection Period, and may proceed to Closing, subject to Buyer's rights under **Section 5** below. Buyer's failure to terminate this Agreement pursuant to this **Section 3** shall not waive Buyer's right to terminate this Agreement pursuant to **Section 5** below.

3.5 Additional Agreements. Subject to the terms hereof, Buyer, and any employee, agent, or principal of, or independent contractor with, Buyer, shall have the right during the Inspection Period, to enter upon the Property for any purpose contemplated by the terms and conditions hereof; provided, however, that any entry by Buyer upon the Property shall be at the sole cost, expense and risk of Buyer, and that BUYER HEREBY RELEASES, INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS SELLER AND ITS OFFICERS, DIRECTORS, ELDERS, TRUSTEES, CLERGY, PARISHIONERS, AND THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS EMPLOYEES, AGENTS, AND REPRESENTATIVES OR ALL THE FOREGOING (COLLECTIVELY, THE "**SELLER PARTIES**"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY ENTRY BY BUYER, OR ANY EMPLOYEE, AGENT, PRINCIPAL OF, OR INDEPENDENT CONTRACTOR WITH OR ON BEHALF OF, THE BUYER, UPON THE PROPERTY REGARDLESS OF FAULT (INCLUDING, WITHOUT LIMITATION, ANY SUCH CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES THAT ARISE IN WHOLE OR IN PART AS A RESULT OF PREMISES LIABILITY OR THE SOLE OR CONCURRENT NEGLIGENCE ANY SELLER PARTIES). Provided, further, that any entry upon the Property by Buyer for the purpose of conducting such inspections shall be reasonably coordinated in advance with Seller as to scheduling and other such details. At Seller's election, a representative of Seller may be present during any entry by Buyer upon the Property to conduct the inspections (as long as such presence shall not unreasonably delay the entry or unreasonably interfere with the exercise of Buyer's rights hereunder). Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property, during the Inspection Period, if Buyer so desires. Buyer shall promptly furnish a copy thereof to Seller as provided above. If, as a result of the Phase I Environmental Site Assessment of the Property which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment ("**Phase II**") of the Property performed, in Buyer's sole discretion, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof, which approval may

be withheld or conditioned in Seller's sole discretion. Seller's consent or denial of the foregoing ("Phase II Consent") must be delivered (by written notice or email) to Buyer within five (5) business days after Seller's receipt of Buyer's written request for the Phase II Consent ("Phase II Consent Deadline"). If Seller does not deliver the Phase II Consent prior to the Phase II Consent Deadline, Seller will be presumed to have consented to Buyer's performance of a Phase II environmental study. Further, Buyer agrees to (a) release and satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any employee, agent, principal of, or independent contractor of Buyer, onto the Property, and (b) if the Transaction does not close, repair any damage to the Property caused by Buyer or its agents or employees and to restore the Property to substantially the same condition existing prior to such damage. Prior to any entry on the Property, Buyer shall provide to Seller evidence of the following insurance: (i) commercial general liability insurance for contractual liability (covering among other things, Buyer's indemnity obligations under this Section), personal injury, bodily injury (including wrongful death), and damage to property covering any occurrence on the Property and any act or omission by Buyer, its agents, employees, contractors, subcontractors and invitees (with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate) and written on an occurrence basis; and, if and to the extent Buyer has employees, (ii) employers' liability insurance (and workers compensation, if required) in accordance with applicable state law. To the extent of the risks and liabilities expressly assumed by Buyer herein, Buyer shall cause its insurers to waive all rights of subrogation against the Seller Parties and their respective underwriters and insurers and to name the Seller as an additional insured.

The terms and conditions contained in this **Section 3** and its subsections shall also survive the termination of this Agreement or the Closing, whichever is applicable.

4. Due Diligence Materials. Within five (5) business days after the Effective Date hereof, Seller will deliver or cause to be delivered to Buyer copies of the following but only to the extent in existence and in Seller's possession or readily available to Seller; (a) Seller's abstract of title and title insurance policy for the Property; (b) any survey(s) of the Property; (c) any environmental reports applicable to the Property (collectively, the "Due Diligence Materials"). All of the Due Diligence Materials are Confidential Information (defined below) and shall be treated in strict accordance with **Section 16.8** below. If the Transaction contemplated by this Agreement fails to close for any reason whatsoever, Buyer shall promptly return to Seller all of the Due Diligence Materials and will not retain any copies, extracts or other reproductions in whole or in part thereof.

5. Title; Survey; Objections.

5.1 Title Commitment. Within ten (10) days after the Effective Date or as soon thereafter as reasonably practicable, Buyer shall cause the Title Agent to deliver to Buyer and Seller (a) a title insurance commitment (the "Title Commitment") for a current form ALTA owner's policy of title insurance (the "Title Policy") to be issued by the Title Agent on behalf of an underwriter acceptable to Buyer (the "Title Insurer"), showing the Purchase Price of the Property as the policy amount, and (b) true, correct and legible copies of all recorded instruments that are the subject of requirements or proposed title exceptions listed in the Title Commitment (collectively, the "Title Documents").

5.2 Survey. After receipt of the Title Commitment and Title Documents but in no event later than twenty (20) days after receipt of the Title Commitment and Title Documents, herein the “**Survey Deadline**”), Buyer shall promptly obtain an as-built, on-the-ground ALTA/NSPS survey of the Property which shall show all minimum standard detail requirements for ALTA/NSPS land title surveys, including but not limited to, easements, roads and rights-of-way located thereon, the above-ground Improvements, whether the Property is in a flood zone, means of ingress and egress to and from the Property, and shall contain perimeter legal description of Property (the “**Survey**”). The Survey shall be certified to Seller, Buyer, Buyer’s lender, the Title Agent, and the Title Insurer. The Survey shall be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021 (the “**Survey Standards**”), shall show all matters listed as proposed exceptions to title in the Title Commitment (to the extent the same are able to be shown), and shall include Items 1, 2, 4, 7, 8, 10, 11, 16, and 18, as set forth in Table A of the Survey Standards.

5.3 Survey and Title Review. Buyer shall have a period of ten (10) business days from the date it receives the last of the Title Commitment, Title Documents, and Survey, but in no event later than ten (10) business days after the Survey Deadline (herein the “**Title Review Period**”) to deliver to Seller in writing any objections Buyer has to any proposed exception or other matter contained in the Title Commitment, Title Documents, or Survey, if received by the Survey Deadline (the “**Title Objections**”). Buyer shall be deemed to have made Title Objections to all requirements to be satisfied by Seller and all monetary liens and any existing mortgage, mechanic’s or materialman’s liens and all pending and assessed local improvement district and special assessments affecting the Property (“**Monetary Liens**”), and at or before Closing, Seller shall be obligated to pay, satisfy and/or discharge all Monetary Liens. If Buyer fails to give written notice of Buyer’s Title Objections to Seller prior to the expiration of the Title Review Period, then all exceptions shown on the Title Commitment and all matters shown on the Survey shall be deemed to be approved by Buyer and shall be deemed to be Permitted Exceptions (as hereinafter defined); provided, however, in no event shall any matters which are the subject of Seller’s requirements or Monetary Liens be Permitted Exceptions and Seller shall remain obligated to satisfy all Monetary Liens and other requirements of Seller identified in the Title Commitment. If Buyer has timely notified Seller in writing of Buyer’s Objections to the Title Commitment, Title Documents, and Survey, then Seller shall have a reasonable period following the receipt of the Objections (but not past the Closing Date) in which to cure same (the “**Cure Period**”); provided, however, Seller may attempt to cure, but shall not be obligated to cure, any of the Buyer’s Title Objections other than Monetary Liens. If Buyer has timely notified Seller in writing of any Title Objections, then Seller shall, within five (5) business days after receipt of Buyer’s Title Objections, give Buyer written notice (“**Seller’s Title Cure Notice**”) of Seller’s intention to attempt or not attempt to satisfy each of Buyer’s Title Objections prior to Closing. If Seller fails to timely give Buyer the Seller’s Title Cure Notice, or fails to address all of Buyer’s Title Objections, or if Seller notifies Buyer in writing during the Cure Period that Seller will not satisfy certain Title Objections prior to Closing, then, in any such event, Buyer shall have the option, on or prior to the Closing, either (i) to waive the unsatisfied Title Objections, in which event those unsatisfied Title Objections shall become Permitted Exceptions, or (ii) to terminate this Agreement. If Buyer does not timely elect to terminate this Agreement, then Buyer shall be deemed to have waived any unsatisfied Title Objections, other than Monetary Liens and Seller’s requirements, and any such unsatisfied Title Objections, other than Monetary Liens and Seller requirements, shall become Permitted Exceptions. If Buyer timely elects to terminate this Agreement, then in such event, the

Earnest Money Deposit, less the Independent Consideration, shall be promptly returned to Buyer, and Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Agreement unless otherwise specifically provided herein. Seller shall cause the Monetary Liens to be paid, satisfied or removed at or prior to Closing. Seller shall provide Buyer with an updated Title Commitment no sooner than three (3) business days prior to the scheduled Closing Date. In the event that any additional matters are disclosed on the updated Title Commitment or in any so-called “gap check” immediately prior to Closing, such matters shall automatically be deemed Title Objections by Buyer. If the same constitute Monetary Liens, Seller shall cure by the same prior to Closing. If the same are not Monetary Liens, Seller may, but shall not be obligated, to cure the same prior to Closing.

5.4 Permitted Exceptions. The term “**Permitted Exceptions**” means those exceptions or conditions that affect or may affect title to the Property that are approved or deemed to be approved by Buyer in accordance with this Agreement.

6. Representations, Warranties, and Covenants of Seller. Seller hereby represents and warrants to, and covenants with, Buyer as follows:

6.1 Authority. Seller is a duly organized and validly existing not for profit corporation in good standing under the laws of the State of Oklahoma. Seller has full capacity, right, power, and authority to execute, deliver and perform its obligations under this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been, or will be, duly taken and obtained.

6.2 Condemnation. To Seller’s actual knowledge, there is no pending or threatened (in writing) condemnation or similar such proceeding which affects the Property.

6.3 No Litigation or Bankruptcy. To Seller’s actual knowledge, there is no pending or threatened (in writing) litigation or other proceeding against the Property or against Seller which could materially affect the right of Buyer to own, occupy, lease, and operate the Property. No voluntary, and to Seller’s actual knowledge, no involuntary, attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other insolvency related proceedings are pending (or have been threatened in writing) against Seller.

6.4 Accuracy of Representations and Warranties. All representations and warranties of Seller contained in this Agreement will be true and correct as of the Closing Date. In the event that Buyer has knowledge, through its due diligence investigations or otherwise, that any of the representations or warranties made by Seller under this Agreement are not true and correct, and if Buyer nevertheless closes the Transaction, then Buyer shall be deemed to have waived any claim of breach of such representation and warranty and shall have no further claim against Seller with respect thereto.

All representations and warranties of Seller set forth herein shall survive the Closing or earlier termination of this Agreement for a period of one (1) year.

7. Conditions Precedent to Close. In addition to any other conditions precedent in this Agreement, the obligation of Buyer to close the Transaction is subject to the following: (a) all

representations and warranties of Seller shall be true and correct in all material respects on the Closing Date with the same force and effect as if then made; (b) as of the Closing Date, Seller shall have fully performed all covenants and obligations to be observed or performed by Seller on or before the Closing Date unless otherwise waived by Buyer; and (c) as of the Closing Date, the Title Agent shall have provided to Buyer a pro forma title policy or “marked up” Title Commitment, reflecting that it is prepared to issue the Title Policy with no requirements and no exceptions other than the Permitted Exceptions. If either condition precedent set forth in subsection (a) or (b) above is not timely satisfied, the same shall be deemed a default hereunder by Seller (without any applicable cure period), giving rise to Buyer’s remedies under **Section 15** below. If the condition precedent set forth in subsection (c) is not timely satisfied, Buyer may terminate this Agreement, in which event Buyer will receive from the Title Agent the Earnest Money Deposit, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement).

8. Representations, Warranties, and Covenants of Buyer. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement. Neither the execution, delivery or performance of Buyer’s obligations under this Agreement, nor the consummation of the Transaction contemplated hereby will violate any order, judgment, injunction, award, or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject. All representations and warranties of Buyer set forth herein shall survive the Closing or earlier termination of this Agreement for a period of one (1) year.

9. Disclaimers; Releases, and Limitations.

9.1 Buyer acknowledges that, except for the representations and warranties made by Seller in **Section 6** and in the Deed, Buyer has not relied upon and will not rely upon, either directly or indirectly, any statement of Seller or any of the Seller Parties, or any of their respective officers, directors, elders, trustees, clergy, parishioners, employees, or other persons acting or purporting to act on behalf of Seller or any of the Seller Parties.

9.2 Without in any manner limiting the provisions of the preceding **Section 9.1**, as a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is taking the property “**AS IS**”, “**WHERE IS**” and “**WITH ALL FAULTS**” and with any and all latent and patent defects and that there is no warranty or representation, express or implied, of any kind or nature (including, without limitation, warranties with respect to habitability, tenantability, marketability, use, or fitness for a particular purpose) made by Seller with respect to the Property (except for the representations and warranties of Seller expressly set forth in **Section 6** and/or in the Deed), all other representations and warranties, both express and implied, are hereby expressly disclaimed and denied.

9.3 Without limiting the provisions of preceding Sections, Buyer expressly releases and discharges Seller and all Seller Parties, from any and all obligations, claims, administrative proceedings, judgments, damages, fines, costs, and liabilities arising out of or relating to the physical condition of the property or any portion thereof (collectively the “claims”) (whether known or unknown, and whether contingent or liquidated) including but not limited to the environmental condition which shall include, without limitation, the water, soil, and geological

condition of, and any environmental risk relating to, the property, whether the same are a result of negligence or otherwise.

THE PROVISIONS OF THIS **SECTION 9** AND ITS SUBSECTIONS SHALL SURVIVE CLOSING WITHOUT LIMITATION.

10. The consummation of the Transaction (the “**Closing**”) shall be accomplished as follows: Subject to satisfaction of the conditions precedent contained in **Section 7**, the Closing shall take place at the offices of the Title Agent on or before the date mutually agreed to by the parties which is no later than twenty (20) days after the later of (a) the end of the Inspection Period, or (b) the Title Review Period (as applicable, the “**Closing Date**”), as such Closing Date may be advanced or extended by the terms of this Agreement or by mutual agreement of the parties. The parties shall prepare all closing documents in advance to allow for the execution of all closing documents by the authorized representatives of the parties prior to the Closing Date. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein pending recordation of the Deed in the appropriate recording office in the county where the Property is located, and it shall be a condition of Closing that all matters of payments, execution and delivery of the documents by each party to the other, as provided herein, and the acceptance for recordation of the Deed in such office shall be deemed to be concurrent requirements. It is specifically agreed that nothing will be deemed to be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed, and delivered and until the Deed has been accepted for recordation.

11. Closing Documents and Actions. The documents or actions listed in this **Section 11** shall be delivered or shall occur on the Closing Date.

11.1 Deed. A special warranty deed (the “**Deed**”) executed and acknowledged by Seller and conveying to Buyer the Property, less and except all Minerals and subject to Mineral Rights, but including Seller’s waiver and release of its right to use the surface of the Property, as provided in **Recital A**, and subject only to the Permitted Exceptions. Buyer shall cause an Affidavit complying with Section 121 of Title 60 of the Oklahoma Statutes to be executed and attached to the Deed.

11.2 Title Policy. The pro forma owner’s title policy or a “marked up” Title Commitment issued by the Title Agent.

11.3 FIRPTA Affidavit. An affidavit executed by Seller and in form and substance satisfactory to Buyer sufficient to relieve Buyer of its withholding obligations under Section 1445 of the Internal Revenue Code and implementing regulations.

11.4 Other Items. Subject to the terms and conditions hereof, such other documents, instruments, certifications and confirmations as may be reasonably necessary or required to fully effect and consummate the Transaction contemplated hereby.

11.5 Affidavits. One or more affidavits to the Title Agent and Buyer that (a) no outstanding materialman’s or mechanic’s lien rights exist regarding the Property, (b) the party executing the Deed has the authority to do so, (c) there are no persons other than Seller and its

affiliates in possession of the Property, and (d) such other matters as may be reasonably required by the Title Agent.

12. Closing Costs and Prorations. Seller and Buyer shall pay the closing costs as follows:

12.1 Survey; Due Diligence Costs. Buyer shall pay the cost of the Survey and all other costs of Buyer's due diligence investigations relating to the Property.

12.2 Abstracting; Title Policy. Seller shall pay the costs to create or update and certify the abstract of title, and the cost of the required title examination. Buyer shall pay the premium for the Title Policy and the costs of any additional premiums for endorsements or extended coverage. Buyer shall pay all costs associated with any title and recording costs for financing, including the premium for any loan policy of title insurance, and the mortgage tax, if applicable.

12.3 Documentary Stamps and Recording Fees. Seller shall pay the documentary stamp tax, and Buyer shall pay the other costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects or attempts to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

12.4 Other Fees and Costs. Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Agent. Buyer and Seller shall pay their respective attorneys' fees.

12.5 Real Property Taxes. The parties acknowledge that the Property is currently exempt from ad valorem taxation. To the extent the Property becomes subject to ad valorem taxation for the year in which the Closing occurs by reason of the consummation of the Transaction, Buyer shall pay all such ad valorem taxes.

12.6 Utility Charges. Any utility charges applicable to the Property will be prorated on a per diem basis over the relevant billing period and the Purchase Price will be adjusted accordingly. If the parties cannot cutoff the utility charges to the Seller as of the day before the Closing Date and commence such charges to Buyer as of the Closing Date, the parties shall estimate the applicable charges as of the Closing Date and make post-Closing prorations and adjustments as provided below when the actual statements are received. The covenants contained in this Section shall survive the Closing.

12.7 Method of Proration; Post-Closing Adjustments. In the event that the prorations referenced above result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the prorations referenced above result in a credit balance to the Seller, such credit balance will be added to the Purchase Price payable at Closing. For purposes of computing all prorations required under this Agreement, the Closing Date shall be included within the period of the Buyer's ownership. If any amounts to be prorated are not known at the time of Closing and later turn out to be different from the amounts used to make the prorations at Closing, the parties agree to make such adjusting payments as may be necessary to effect the prorations contemplated by this Section. The covenants contained in this Section shall survive the Closing.

13. Possession; Removal of Personal Property. On or before the Closing Date, Seller shall remove from the Property all office equipment, furniture, moveable fixtures, and personal property located in the Building and all other equipment, machinery, parts, supplies other personal property of Seller located in or outside the Building. Seller shall repair any damage to the Improvements caused by such removal. On the Closing Date, Buyer shall have the right of possession of the Property, subject to the rights of others under the Permitted Exceptions. In the event that Seller fails to remove any personal property it is required to remove as provided above, such personal property shall be deemed abandoned, and Buyer may keep the same or cause the same to be removed. Seller shall reimburse Buyer for all reasonable costs associated with such removal, upon demand accompanied by reasonably supportive documentation. The terms and conditions contained in this **Section 13** shall survive the Closing.

14. Risk of Loss.

14.1 Casualty. Except as otherwise provided for elsewhere in this Agreement, the risk of loss of or damage to the Property by reason of any insured or uninsured casualty during the period up to and including the Closing Date shall be borne by Seller. Seller covenants and agrees to maintain all of its existing insurance coverage (including, without limitation, liability, casualty and property damage, for full replacement value of the Property) on the Property in full force and effect until the Closing Date. Seller shall provide to Buyer, upon request, copies of insurance certificates evidencing the foregoing coverage. If the Improvements are damaged by any casualty prior to the Closing, Seller shall immediately notify Buyer in writing (the “**Casualty Notice**”). The Casualty Notice shall include a description of the damage in reasonable detail, As soon after the Casualty Notice as reasonably practicable, Seller shall supplement the Casualty Notice with an estimate of the time and cost to repair the damage, and Seller’s good faith reasonable determination as to whether or not the casualty is covered by Seller’s insurance. After any such casualty, Buyer may at its option and expense obtain an estimate of the cost and time to repair or restore the Improvements (the “**Repair Estimate**”). In the event of any “material damage,” as hereinafter defined, to or destruction of the Property or any portion thereof, Buyer may, at its option, by notice given to Seller within ten (10) days after Buyer is notified of such material damage or destruction (as such term is defined below in this **Section 14**) (but before the Closing Date, which will be extended as long as may be necessary in order to give Buyer this full ten (10) days’ notice period), do one of the following:

14.1.1 Unilaterally terminate this Agreement and, in such event, the Earnest Money Deposit shall be immediately returned to Buyer, and this Agreement shall be null, void and of no further force and effect except as otherwise provided herein; or

14.1.2 Proceed under this Agreement with no reduction in the Purchase Price, receive any insurance proceeds up to, but not to exceed, the Purchase Price, due Seller as a result of such damage or destruction, together with an amount to be paid by Seller to Buyer to account for any deductible with respect to such insurance proceeds, and assume responsibility for such repair. In this latter event, Seller will promptly, upon Buyer’s written request therefor, assign all of its right, title and interest in and to such property insurance policies which it maintains on the Property at such time to Buyer so as to enable Buyer to fully pursue any and all appropriate recovery for such damages. If the Property is not materially damaged, then Buyer shall not have the right to terminate this Agreement, Buyer shall have no right to terminate this Agreement as a



result thereof, Seller's right to any property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer, after which Seller shall have no further obligation to Buyer with regard to such damage or destruction, and Buyer shall be entitled to a reduction of the Purchase Price in an amount equal to any deductible or deductibles under any insurance policy or policies insuring against such damage or destruction, to the extent not previously paid by Seller. Notwithstanding anything contained in this Agreement to the contrary, if any such damage or destruction was caused by or attributable to the acts or omissions of Buyer or its employees, agents, contractors or invitees, Buyer shall have no right to terminate this Agreement in accordance with this **Section 14.1**. For purposes of this **Section 14.1**, "material damage" and "materially damaged" means damage reasonably exceeding \$75,000.00 to repair, as agreed by the parties or if not, as determined by an independent insurance claims adjuster or other qualified professional doing business in Oklahoma City, Oklahoma, which said insurance claims adjuster, or other qualified professional, shall be reasonably satisfactory to Seller and Buyer.

14.2 Eminent Domain. In the event all or any material (as hereinafter defined) portion of the Property, or any access to the Property, or any material interest in the Property is taken or is threatened to be taken by eminent domain (whether or not an eminent domain proceeding is actually commenced) prior to Closing, Seller shall immediately notify Buyer in writing (the "**Eminent Domain Notice**") which shall include a description in reasonable detail of the property or interest therein to be taken. As soon after the Eminent Domain Notice as reasonably practicable, Seller shall supplement the Eminent Domain Notice with Seller's good faith estimate of the cost to repair or restore any damage to or loss of the Property, or interest therein, which would be occasioned by the taking. In such event Buyer may, at its sole election, terminate this Agreement by giving written notice of such election to Seller and the Title Agent not later than the earlier of (a) the last business day prior to the scheduled Closing Date, provided, however, in no event shall Buyer be required to give notice of such election sooner than five (5) business days after receipt of the Eminent Domain Notice and supplemented as described above, and the Closing shall be adjourned, if necessary, to accommodate such period, or (b) the fifteenth (15th) calendar day after Buyer's receipt of the Eminent Domain Notice and supplement described above. If Buyer so elects to terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Agreement, except as otherwise specifically provided in this Agreement. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the Transaction in accordance with the terms of this Agreement. In such latter event Buyer shall be entitled to participate in the taking proceeding or the negotiations regarding the taking award, and Seller shall assign to Buyer at Closing Seller's right, title and interest in any taking award up to, but not exceeding, the Purchase Price, after which Seller shall have no further obligation to Buyer with regard to such taking. As used herein a "taking" shall be deemed to include a voluntary conveyance in lieu of a taking by eminent domain. As used herein a taking shall be deemed "material" if (1) any damage to the Property, or any diminution in the value of the Property, by reason of the taking (as estimated by Seller in good faith) is more than \$75,000, (2) access to the Real Property is materially impaired, or (3) any temporary or permanent use of any material portion of the Land, Improvements, or the Appurtenant Easements is taken.

15. Default and Remedies. Upon a default by Seller hereunder, Buyer shall be entitled either (a) to terminate this Agreement and receive a refund of the Earnest Money Deposit, or (b) to exercise all the rights and remedies provided in this Agreement in addition to all other rights and

remedies afforded by applicable law and equity, including, without limitation, the right to seek specific performance and injunctive relief (prohibitive or mandatory), and as an element of either, its damages. All of such rights and remedies shall, to the extent permitted by applicable law, be cumulative and not alternative or exclusive, and may be exercised concurrently, independently, or successively, in any order whatsoever. Upon a default by Buyer hereunder, Buyer and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Buyer and Seller agree that (a) an amount equal to the Earnest Money Deposit is a reasonable estimate of the total net detriment Seller would suffer in the event Buyer defaults and fails to consummate the Transaction, and (b) such amount will be the full, agreed and liquidated damages for Buyer's default and failure to consummate the Transaction, and will be Seller's sole and exclusive remedy (whether at law or in equity) for any default of Buyer resulting in the failure of consummation of the Transaction. In such event, this Agreement will terminate, and Seller and Buyer will have no further rights or obligations hereunder (other than those matters which expressly survive the early termination of this Agreement). Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement. Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. In any action or proceeding to construe, enforce, or otherwise protect any party's interest under this Agreement, including any action to recover the Earnest Money Deposit, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, the reasonable fees and disbursements of its counsel and expert witnesses, whether incurred in connection with administrative, bankruptcy, trial, appellate, or collection proceedings. This **Section 15** shall survive Closing or early termination of this Agreement.

16. No Brokers. Each party (the "**Indemnifying Party**") represents and warrants to the other that it has not dealt with any real estate brokers, finders, or other third parties in connection with the Transaction, and the Indemnifying Party agrees to indemnify, defend, and hold the other party harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker or other such party with whom the Indemnifying Party may have dealt. The terms and covenants of this Section shall survive the Closing.

17. Miscellaneous. It is further understood and agreed as follows:

17.1 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

17.2 Time. Time is of the essence of this Agreement. If the terms of this Agreement provide for the performance of any act or the expiration of any time period on a day that is not a business day, the due date or the expiration date shall take place on the next date that is a business day.

17.3 Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the heirs, legal representatives, successors, and permitted assigns of the parties hereto. Buyer shall have the absolute right to assign its rights and obligations under this

Agreement to an assignee; provided that, in order for any such assignment to be effective, Buyer shall first deliver to Seller an agreement executed by Buyer and the assignee agreeing among themselves and for the benefit of the Seller that Buyer's interest in the Earnest Money Deposit has been assigned to the assignee. No time periods under this Agreement will be extended by virtue of any such assignment, and any covenants waived by Buyer (whether overtly or by reason of failure to object or timely terminate this Agreement) will be binding on the assignee. Upon such assignment Buyer shall be relieved of any further obligations under this Agreement.

17.4 Section Headings; Recitals; Construction. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. The recitals set forth above are true and correct and shall be construed as part of this Agreement and are incorporated herein as if set forth fully in and as a part of the Agreement. As used herein, the plural shall include the singular and vice versa and the neuter shall include the masculine and the feminine, and vice versa, as applicable. Seller and Buyer acknowledge and stipulate that they and their respective legal counsel, have reviewed and revised the form of this Agreement prior to its execution. The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party or party creating the ambiguity shall not be employed in the interpretation of this Agreement.

17.5 Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Buyer. A copy of any amendment shall be sent to the Title Agent. Either Buyer or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement. Nothing contained herein shall be deemed to amend any provision contained in this Agreement that creates a waiver by reason of a party's failure to timely object to a matter.

17.6 Integrated Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and shall be deemed to amend and supersede all oral and written communications and offers between the parties. There are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

17.7 Choice of Law. It is the intention of Seller and Buyer that the internal laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Buyer and Seller hereunder.

17.8 Confidentiality. Buyer agrees to treat as confidential the terms of this Agreement, all of the information which is a part of the Due Diligence Materials and any proprietary, confidential or otherwise non-public data, information and knowledge relating to the Property which is provided to or acquired by Buyer, regardless of the source thereof (the "**Confidential Information**"). Buyer agrees not to disclose, reveal or divulge any Confidential Information to any other entity or person whomsoever, except for the Brokers, Title Agent, Buyer's legal counsel, bank, financial institution, or person or entity financing or proposing to finance Buyer's acquisition of the Property, and any professional consultants and advisors in connection with this Agreement (and in such event, Buyer shall direct its counsel or other such advisors not

to disclose, reveal or divulge any such Confidential Information), or to use the Confidential Information other than in connection with this Agreement. Notwithstanding the foregoing, Buyer may disclose to third parties the existence of this Agreement (but not its terms), the parties to this Agreement, and other pertinent matters related to the Transaction contemplated by this Agreement except to the extent prohibited by this **Section 17.8**. This provision and the obligations hereunder shall continue in full force and effect until the earlier of (a) the Closing of the Transaction under this Agreement, or (b) that date which is three (3) years after the date on which this Agreement is terminated. The foregoing shall not preclude any (i) required Closing disclosures such as any public filings, or (ii) disclosure required by law or governmental regulation, including but not limited to a court order, subpoena, civil investigative demand or similar or judicial, legislative, regulatory, or administrative body, committee or process.

17.9 Notices.

Seller's Address for Legal Notice:

Westminster Presbyterian Church of Oklahoma City  
Attention: J.C. Witcher, Real Property Committee  
4400 N. Shartel Avenue  
Oklahoma City, OK 73118  
Tel: 405-239-3258  
Mobile: 405-323-6278

With a digital copy to: [jwitcher@adgblat.com](mailto:jwitcher@adgblat.com)

With a copy to:

Hartzog Conger Cason LLP  
Attention: T. Scott Spradling  
201 Robert S. Kerr Ave., Suite 1600  
Oklahoma City, OK 73102  
Tel: 405-996-3381  
Mobile: 405-831-7329

with a digital copy to: [SSpradling@hartzoglaw.com](mailto:SSpradling@hartzoglaw.com)

Buyer's Address for Legal Notice:

\_\_\_\_\_  
Vector Partners, LLC

Attention: \_\_\_\_\_ John W. "Billy" Garrett

\_\_\_\_\_  
9701 Broadway Extension

Oklahoma City, OK \_\_\_\_\_ 73114

Tel: \_\_\_\_\_ 405-840-3371

Mobile: \_\_\_\_\_ 405- -

with a digital copy to:  
JWGarrett@garrettandco.com

With a copy to:

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
Oklahoma City, OK \_\_\_\_\_

Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

with a digital copy to: \_\_\_\_\_

Any notice or other communication required or authorized herein shall be sufficient if made in writing and either (a) delivered personally or by messenger or a nationally recognized overnight courier service, (b) sent postage prepaid by FedEx (or similar overnight courier), express mail or first class certified mail, return receipt requested, or (c) sent by email, or other similar means of electronic transmission, provided the transmission was sent during the receiving party’s normal business hours on a business day. The effective date of any notice shall be the date of delivery of the notice, if by personal delivery, messenger, email or courier service, or if mailed, on the date upon which the express mail receipt or the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. The parties designate the addresses set forth above, including their “copy to” physical and digital addresses, as applicable, as their respective notice addresses under this Agreement. A party may change its notice address(es) by written notice to the others as provided above; however, no such change shall be effective until received by the other parties.

17.10 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement shall be binding on the parties when all parties have signed a counterpart hereof, notwithstanding the fact that all parties are not signatories to the same counterpart. If the Buyer and Seller execute separate signature pages in multiple counterparts, the Seller and its counsel are authorized to assemble separate fully executed counterparts of this Agreement by attaching a set of such signature pages to each such counterpart of this Agreement. Facsimile signatures of the parties on counterparts of this Agreement will be binding as if such signatures were originals.

17.11 1031 Like-Kind Exchange. Seller and Buyer will each, at no cost or liability to the other, reasonably cooperate with each other for purposes of allowing Buyer and/or Seller to effect a “like-kind” exchange in accordance with Section 1031 of the Internal Revenue Code in connection with the purchase and sale of the Property

17.12 Title Agent. Buyer and Seller agree that the Title Agent shall not incur any liability to Buyer or Seller, nor shall the Title Agent incur any expense or suffer any damage for any act or omission of the Title Agent so long as the Title Agent has acted, or refrained from acting, reasonably and in good faith in carrying out its responsibilities under this Agreement. In the event

of any ambiguity in the Title Agent's obligations under this Agreement (as determined in the good faith judgment of the Title Agent) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Agent, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Agent's satisfaction or may interplead the Earnest Money Deposit into court. Buyer and Seller agree to indemnify, defend, and hold the Title Agent harmless from any liability, loss, damage, cost, or expense, including reasonable attorney's fees, incurred in carrying out its obligations under this Agreement or in any way arising out of this Agreement or the Transaction contemplated hereby, provided that the Title Agent has acted, or refrained from acting, reasonably and in good faith.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of execution date of the last party to sign this Agreement.

[Executions appear on separate signature pages following]

[Seller's signature page to Purchase and Sale Agreement between ~~NexTier Completion Solutions Inc., Westminster Presbyterian Church Of Oklahoma City, Oklahoma, an Oklahoma not for profit corporation church,~~ as Seller, and ~~Wild West Investments Vector Partners, LLC,~~ as Buyer]

“Seller”:

~~NEXTIER COMPLETION SOLUTIONS INC, a Delaware~~WESTMINSTER PRESBYTERIAN CHURCH OF OKLAHOMA CITY, OKLAHOMA, an Oklahoma not for profit corporation church

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

Date of execution: \_\_\_\_\_, 2024

[Buyer's execution appears on following page]

[Buyer's signature page to Purchase and Sale Agreement between ~~NexTier Completion Solutions Inc., as Seller, and Wild West Investments~~ Westminster Presbyterian Church Of Oklahoma City, Oklahoma, an Oklahoma not for profit corporation church, as Seller, and Vector Partners, LLC, as Buyer]

"Buyer": ~~WILD WEST INVESTMENTS~~ VECTOR PARTNERS,  
LLC, an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: ~~John B. Van Rosendale~~  
Title: ~~Owner and~~ Manager

Date of execution: \_\_\_\_\_, 2024

Index to Exhibits:

A Legal Description of the Land



**RECEIPT AND AGREEMENT BY TITLE AGENT**

The Title Agent hereby acknowledges receipt of the Earnest Money Deposit in the amount of \$75,000.00 and agrees to hold, disburse, and apply the same in accordance with the terms of the foregoing Agreement.

“Title Agent”: AMERICAN EAGLE TITLE GROUP, L.L.C.

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

Date of execution: \_\_\_\_\_, 2024

**EXHIBIT A**

**Legal Description of the Land**

Part of the northeast quarter of Section 8, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the southeast corner of said northeast quarter;

Thence North  $89^{\circ}52'18''$  West along and with the south line of said northeast quarter a distance of 1,480.85 feet;

Thence North  $00^{\circ}19'30''$  West, departing said south line, a distance of 742.87 feet;

Thence along a curve to the right having a radius of 520.00 feet, a chord bearing of North  $44^{\circ}54'06''$  East, a chord distance of 738.30 feet and an arc length of 820.93 feet;

Thence South  $89^{\circ}52'18''$  East a distance of 956.72 feet to a point on the east line of said northeast quarter;

Thence South  $00^{\circ}19'30''$  East along and with the east line of said northeast quarter a distance of 1,267.00 feet to the point of beginning.

Less and except:

A tract of land lying in the northeast quarter of Section 8, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said northeast quarter;

Thence North  $00^{\circ}19'30''$  West, along the east line of said northeast quarter, a distance of 638.76 feet to the point of beginning;

Thence North  $89^{\circ}53'13''$  West, parallel with the south line of said northeast quarter, a distance of 1,480.84 feet ( $N89^{\circ}52'18''W$ , 1,480.85 feet record);

Thence North  $00^{\circ}19'30''$  West a distance of 104.11 feet to a point of curvature;

Thence Northeasterly along a curve to the right having a radius of 520.00 feet (said curve subtended by a chord which bears North  $44^{\circ}54'06''$  East a distance of 738.30 feet) for an arc distance of 820.94 feet;

Thence South  $89^{\circ}53'13''$  East, parallel with the south line of said northeast quarter, a distance of 956.71 feet ( $S89^{\circ}52'18''E$ , 956.72 feet record) to a point on the east line of said northeast quarter;

Thence South  $00^{\circ}19'30''$  East along the east line of said northeast quarter, a distance of 628.25 feet (628.24 feet record) to the point of beginning.

And less and except:

A tract of land being a part of the northeast quarter of Section 8, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said northeast quarter;

Thence North 89°52'18" West, along and with the south line of said northeast quarter a distance of 50.00 feet to the point of beginning;

Thence continuing North 89°52'18" West, along and with the south line of said northeast quarter, a distance of 1,430.85 feet;

Thence North 00°19'30" West, departing said south line, a distance of 60.00 feet;

Thence South 89°52'18" East, a distance of 81.32 feet;

Thence North 00°07'42" East, a distance of 75.00 feet;

Thence South 89°52'18" East, a distance of 140.00 feet;

Thence South 00°07'42" West, a distance of 49.99 feet;

Thence South 44°52'16" East, a distance of 35.37 feet;

Thence South 89°52'18" East, a distance of 262.66 feet;

Thence North 00°07'42" East, a distance of 20.01 feet;

Thence South 89°52'18" East, a distance of 30.00 feet;

Thence South 00°07'42" West, a distance of 20.01 feet;

Thence South 89°52'18" East, distance of 452.82 feet;

Thence North 84°25'04" East, a distance of 220.37 feet;

Thence North 00°07'42" East, a distance of 12.64 feet;

Thence South 89°52'18" East, a distance of 20.00 feet;

Thence South 00°07'42" West, a distance of 10.64 feet;

Thence North 84°25'04" East, a distance of 0.73 feet;

Thence South 89°52'18" East, a distance of 103.77 feet;

Thence North 00°07'42" East, a distance of 13.11 feet;

Thence South 89°52'18" East, a distance of 20.00 feet;

Thence South 00°07'42" West, a distance of 13.11 feet;

Thence South  $89^{\circ}52'18''$  East, a distance of 25.08 feet;

Thence North  $00^{\circ}19'30''$  West, a distance of 50.00 feet;

Thence South  $89^{\circ}52'18''$  East, a distance of 50.00 feet to a point on the west right of way line of Rockwell Avenue;

Thence South  $00^{\circ}19'30''$  East, along and with the west right of way line of Rockwell Avenue, a distance of 134.00 feet to the point of beginning.