

Leadership Cabinet
Tuesday, April 5, 2022, via Zoom

Yellowstone Presbytery Leadership Cabinet met for its scheduled meeting on Tuesday, April 5, 2022, beginning at 8:30 a.m.

Cabinet members present:

RE Russ Kline, Moderator
RE Melissa Bell
RE Julie Boksich
MWS Jamie Schmeling
MWS Dave Thompson
RE Ric Tieman, Treasurer

Members excused:

RE Suzanne Bratsky
CRE Margee Smith

Members Absent:

Chuck Carlson

Others present:

MWS George Goodrich, Co-Executive Presbyter, MWS Kathy Goodrich, Co-Executive Presbyter, RE Caroline Fleming, Stated Clerk

1. **Opening:** Cabinet Moderator Russ Kline called the meeting to order and led members in prayer.
2. **Quorum:** A quorum was declared present.
3. **Dwelling in the Word:** Russ read II Corinthians 5: 14-15, reminding us that Christ's love compels us to live our best life so Jesus can live his best life through us. To decide to live for Christ is a major decision. It means that we know our identity is not about us but is about Christ.
4. **Co-General Presbyter Report, part 1: (Attachment A)** George Goodrich reported the following:
 - The personnel committee has been and remains very active having worked through the office personnel issues and completed annual job performance reviews. They continue work to update the presbytery's personnel policies.
 - Camp planning is moving forward very well.
 - PMT has been working hard to support churches and pastors. George's work generally focuses on churches in the eastern part of the state.
 - Lay elder training has continued. It is time to consider whether to offer another round focused on preaching or perhaps offer a pastoral care program.
 - George's pastor support group meets Thursday afternoons and is very well attended.
 - George has served on the board of Rocky Mountain College for 12 years. LC needs to nominate a new representative to that position.
 - Both George and Kathy participate in the Synod staff forum that meets monthly.
 - Please keep George and Kathy in your prayers due to health concerns.
5. **G.A. Overture: "Cherish Creation, Cut Carbon, and Speak Up":**

St. Andrew Presbyterian Church have asked presbytery to consider concurring with the overture to General Assembly entitled “Cherish Creation, Cut Carbon, and Speak Up.” After discussion concerning the structure of the overture and whether other vehicles might achieve the desired ends of care for creation without creating division, LC members took the following action:

Action: It was moved Leadership Cabinet not present the overture to the presbytery but will draft a letter to St. Andrew noting concerns and possibilities for future collaborative work on the issue. The motion was seconded, and it passed unanimously.

George, Dave Thompson, and Jamie Schmeling offered to draft the letter to St. Andrew and send it to LC members for review and approval.

- 6. Insurance update: (Attachment B)** George submitted a written report on the difficulty in securing insurance for Westminster Spires and St. Timothy’s Chapel. Liability insurance is in place and the office in Bozeman is insured for loss, but companies are not willing to insure the camp or St. Timothy’s for loss due to heavy fire losses in past years. Currently, the buildings are “self-insured.” \$3,200.00 had been paid to cover liability insurance. Insurance charges are split as follows: 80% from the camp program budget, 10% from the administrative budget, and 10% from St. Timothy’s funds.

Ric Tieman noted that he has had conversation with John Fitzpatrick, treasurer of St. Timothy’s board, about the division of funds and what the presbytery retains of St. Timothy’s funds for payment of insurance.

- 7. May 6-7 Presbytery meeting planning: (Attachment C)** Dave Thompson, Melissa Bell, Russ Kline, Kathy Goodrich and Caroline Fleming have met and will meet again to continue planning the May presbytery meeting. We will offer the choice to people to meet in person or via Zoom. Plans are to offer in-person space at Bozeman 1st Presbyterian church using their sanctuary, session room and library for best Internet access. We suggest that the church could arrange a catered dinner if they wish, and people bringing snacks to share in attempts to make it as easy as possible for the host church. We will continue with our theme of hope and plan for Daniel and Callie Triller to present workshops on the needs of families today and being/becoming a family-friendly church.
- 8. Future meeting dates were reviewed:** Tuesday May 10, 9:30 a.m., July 13, 11 a.m. to 3: p.m., in Bozeman with picnic, September 13, October 11 and November 15 (times to be announced)

- 9. Corporate Meeting:**

Action: A motion was made to suspend the Leadership Cabinet meeting and hold a meeting of the corporation. The motion was seconded, and it passed.

Action: The following people were nominated to serve as corporate officers in 2022:
Rev. Dave Thompson, President
Elder Caroline Fleming, Secretary

Elder Ric Tieman, Treasurer
RE Melissa Bell, Director
RE Russ Kline, Director

The motion was seconded, and, with no further nominations, it passed unanimously.

Action: A motion was made to adjourn the meeting of the corporation. The motion was seconded and it passed.

10. The Leadership cabinet meeting reconvened.

11. Co-General Presbyter Report, part 2 Kathy Goodrich reported the following:

- Most people come to Christ before age 18. How can we, the presbytery, help churches in their ministry to children and families so our young people will know and choose Christ? Kathy recommended the video Stan Ott shared with the presbytery several years ago.
- Training for new members of the Pastoral Ministry Team (PMT) continues.
- Kathy maintains contact with our seminary students and CRE candidates.
- Debbie Funke is making plans for her retirement after 29 years with the church in Manhattan. PMT will work with the session during the transition.

12. Higher Education Fund: Ric Tieman reported we have \$19,946.00 in the higher education fund.

Action: It was moved to offer grants up to \$2,000.00 to our institutions of higher learning for ministry programs with students with a maximum of \$6,000.00 to be granted in 2022. The motion was seconded, and it passed.

Presbytery will be notified that, by distributing \$6,000 per year to higher education grants, the funds will be gone in three years unless more donations are received.

13. McAllister Church Commission report: (Attachment D) There is a buy/sell agreement drawn up. LC noted that the commissions' recommendation on how to divide the proceeds is outside the scope of their commission and that the Madison valley Church does not vote to approve the terms of sale. Caroline and Russ will visit with Dan Krebill to correct the report. We will finalize the sale. LC will decide on use of the proceeds from the sale at a future meeting.

NOTE: People had to leave the meeting at 11:00 a.m. A quorum was no longer present so no decisions could be made, or votes taken.

14. Ric suggested we investigate purchasing speakers for hybrid meetings. Jamie shared one type that works well for her. Ric will research speakers and can purchase them from budgeted funds.

15. Ric asked about possible uses for the funds from the sales of the Harlowton Church, the Anaconda Manse, and the McAllister Church. One suggestion was to create a Pastor

residency Program that would allow for pastoral care to our churches without pastoral leadership. LC members are asked to bring ideas to a future meeting.

16. Business for the next LC meeting:

- Rocky Mountain Board member
- Review and approve 2 sets of minutes
- Possible uses for funds from recent sales

17. Closing Prayer: The many concerns for people and churches in the presbytery were raised in prayer and the meeting was adjourned at 11:30 a.m.

Respectfully Submitted,
Caroline Fleming, Stated Clerk

Leadership Cabinet Action Items		
Responsible Person(s)	Action Item	Due Date
Ongoing Action Items		
Personnel committee	Update Presbytery’s Personnel Policy	Ongoing
LC Cabinet	Newsletter possibilities: Seek a person with graphic skills who might be interested in producing a Presbytery newsletter. Until that person steps forward, members are asked to consider ways of communicating widely with the Presbytery in short “snippets”	Ongoing
Russ, Dave, Caroline, Jamie, Kathy	Continue work with the team discussing how to encourage experimental ministry, training small group leaders, and helps for facilitating small groups in congregations	Ongoing
LC as a whole	Consider usage of funds from the sale of the Harlowton Church	Ongoing
LC members	Consider a person well-qualified to serve on the board of Rocky Mountain College	Ongoing
??	Get a list of the responsibilities and the skills needed by a person serving on the Rocky Mountain College board.	Before June 2022
New Action Items		
George G, Dave T, & Jamie S	Draft letter to St. Andrew Presbyterian Church about LC decision and discussion concerning the Overture, “Cherish Creation, Cut Carbon, Speak up.” Share with LC members for input	ASAP
Russ and Caroline	Contact Dan Krebill concerning the McAllister Commission’s scope of duties	ASAP
LC members	Consider possible uses for the proceeds from the sale of the Harlowton Church, the Anaconda manse and the McAllister Church that would be advantageous to our churches in the presbytery	No deadline set
Presbytery meeting planning Team	<ol style="list-style-type: none"> 1. Finalize docket for May presbytery meeting 2. Secure a preacher for Friday evening worship 3. Secure presenters for workshops and Dwelling in the Word 4. Notify presbyters of the meeting 	As soon as possible

George's Report to LC-

Personnel –

1. Susan Seibert... ever grateful for the Personnel Committee; no person staffing the office for now; Debbie Blackburn and I are alternating collecting the mail. Uncertain if a person is needed. Website; mail; posting; Avery part-time person?
2. Thorough Reviews and well-supported.
3. AE has provided suggestions for the updating of personnel policies. The committee is working through them.

Camp – Looking forward to Camp...

1. Daniel Triller is working well with Curt Kochner and Kara Todd to set the summer up...
2. Callie Triller is working on a new website for the camp, almost ready to go public...
3. Speakers: George or Daniel for Elementary Camp; Daniel or George for Junior High Camp; Kimmy Briggs and Mary Grace Reynolds for Senior High Camp.
4. Please pray for us.... The campers and staff God wants to bring.

PMT – supporting the searches and churches in Eastern Montana...

Lay elder training – on First Tuesdays -- Do we go another round with additional elders; or offer a lay pastoral care program like Stephen ministry via zoom?

Thursday Afternoons – Nearly two years; dedicated core of pastors; Lectionary passage with small and large group discussion...

Other Commitments:

1. Rocky Mountain College Board term expiring... Who?
2. Synod Staff Forum – We are the senior General Presbyters now and looked to for advice.

Prayer and Concerns

1. The world and the anxiety in the world... a challenge and invitation to faith...
2. Grateful to all of you who are serving so diligently and faithfully in the presbytery!

Health – Thanks for those expressing concern... This 69-year-old body does not have the recovery ability I used to... But progress... Covid seems to have weakened my immune system and my lungs, normally my weak point, are slow to recover... And I find myself fatigued as the day goes on... But no pneumonia. Dr's say rest and slow down. So I am slowing up travel to churches on Sundays. For a month or so...

Questions?

ATTACHMENT B

Update on the Insurance for the Presbytery and Entities for Leadership Cabinet, April 5, 2022

In January of 2022, we were notified that that our insurance was not going to be renewed by our carrier, GuideOne . This meant that The Liability insurance for the presbytery was expiring and the property insurance for St. Timothy's Chapel and for Westminster Spires Camp was not going to be renewed due to the steep losses incurred by insurance companies last summer during fire season. We have worked with our insurance agent, Seth Lodine of Glidewell Insurance to search for new policy coverage, but he has been unsuccessful to date. We are informed that many other camps and wood-surrounded churches are facing similar issues when their property policies come up for renewal.

Seth has secured/ renewed liability insurance for the Presbytery and all its programs, including the camp and St Timothy's Chapel as of February 1, 2022. We have secured insurance for the office possessions / property of the presbytery as well.

However, due to the serious nature of the fire season in Montana last year, we are having a very difficult time writing property insurance for St. Timothy's Chapel and Westminster Spires Camp. At present we have none, other than any self- insurance the presbytery and St. Timothy's could offer.

George has been in touch with Joel Winchip, Director of the Presbyterian Camps and Conference Association who has recommended we approach The Insurance Board, an agency that writes policies for many mainline denominational camps, and George has approached them. We are awaiting a response.

George Goodrich and Ric Tieman continue to monitor the search process...

ATTACHMENT C

Summary input for May 6-7 presbytery meeting to LC 4/5

from 2 planning group meetings and individual's consults and feedback received

No Hoped-for 3rd meeting due to travel, health needs and limitations, ...

I. Feedback from February meeting:

All received positive feedback on:

a. themes of Jeremiah 29 first half – God with us where God has sent us, we are to pray for and seek the *shalom* of where we ARE, not where we were, wished we were... and the HOPE in God's great (& conditional) promises) of vs 11-13; Curt on hope was great

worship service - sermon, everything! - affirmation and appreciation for EVERYONE and FPC Billings. The Spirit was palpable.

b. Schedule and format - starting Friday @ 1 with *long* dinner break before worship, allowed for travel or work.

Workshops are good variation sometimes and provide for more interaction, & choices

Concrete ideas, options presented and shared in all, positives on all

Several expressed wanting *more* time in small groups

c. Attempting hybrid - good start and we are learning – those present enjoyed the energy, fellowship and “synergy”

Realized we have participation from some who would not be able to make the time commitment to travel if in person the only option.

Folks are used to this option and frankly, now expect it.

Ongoing improvements and experimenting - most agreed we need to keep learning and improving/refining hybrid.

Kathy suggested we get a few who are experienced and gifted at this and learn how a few other presbyteries, judicatories make it work, and how to better avoid the delays in time and technology adjustments due to sound feedback with everyone on laptops in same space and transitioning from large group to tiny groups. Several suggestions collected.

II. Theme for 2022

Continue Jer. 29 continue for the year, - verses 11-13 God’s conditional promise of a future and a hope, Seeking the Shalom of where God has sent/placed us

For May, integrate in as well, Jer’s second book, Lamentations verse 3:23 - The steadfast love of the Lord never ceases...great is they faithfulness”,

[power of music - integrate in a variety of music from these 2 passages including “Great is They Faithfulness”, Lam 3:23 song – more contemporary, and contemp. song of Jer. 29:11-13 in Friday worship, perhaps have one person teach and sing together a new song opening Friday & Saturday with Word Share prayer]

Continuing with the topics laid out in Jan/Feb and emerging from the retreat:

Focus: on seeking the shalom of our communities and the current context, offering and embodying hope *not only* to those already in our churches and “like us” but also those in our communities, emphasizing the younger generations, children, teens, families, young adults where the percentage of nones and dones is very high, as are the needs and opportunities to offer and embody Jesus’ hope and a future.

How can we truly listen and see others with Jesus’ eyes – Stan Ott – “Having People eyes like Jesus” Play *Get Service* video clip @ <https://www.youtube.com/watch?v=bzmWqZS1QSU>

What is the reality of our current contexts, needs and opportunities, especially for children, youth, young adults and parents/families – economically, socially, relationally, spiritually...? Severe state of mental health in children and teens, skyrocketing suicide... AND

“Parents Are Not Okay. We're not even at a breaking point anymore. We're broken.” By Dan Sinker. In the Atlantic August 22, 2021

How can we receive, embody and share the love, shalom and hope of Christ ourselves and with those where God has sent us?

What does Christ-like hospitality look like in practice? What shifts needed in our understandings, practices, church cultures, homes,... to be truly hospitable to those seeking Jesus, to those of younger generations? Generational differences are REAL.

How care for ourselves

Possibilities for building use, - i.e., Deer Lodge now site of martial arts classes for kids.

FPC Billings and Butte now have Preschools in their facilities.

Including Case study from FPC Dillon

Presentations from Daniel Triller and Callie Triller, MA Early Childhood Coalition of Beaverhead County, Local Collaborative Coordinator, former guidance counselor

Hope to include both small group discussions and A Panel

Dream, exchange Ideas, VBS variations, partnerships, serving at with schools, day care centers, housing complexes...

III. Many are exhausted and longing, searching for refreshing, receiving, & rest –

At the same time many would like to dream and innovate more, we listened to various inputs on where we and many of our folks are across the presbytery – exhausted, overwhelmed and “just basics is taking much of what I/We have right now...barely hanging on.”

Kathy heard “While many of us are grateful for ideas and possibilities, when we are so overwhelmed, spread thin, dealing with so much change and many of our folks exhausted, too much about what would be good, that we ‘should’ do, can also lead to feelings of falling short,... we also need encouragement and support, nurturing time in the Word & sharing, listening and being listened to, ... times for prayer, refreshment, restoration – We began to talk about a retreat possibility.

We discussed have several other topics and a person or 2 we hope to draw upon, down the year but felt this was priority #1 and what most churches are asking about.

IV. Location – Western half of the presbytery this time since 3/21 & 3/22 in Billings

Bozeman - Inquiry in to Ashley. Will need private homes for most as cheap hotels start at \$150.

Butte – hotels more affordable. Some tech help perhaps but no staff for that. Concern as the faithful folks there are spread VERY thin with PNC in very active phase.

April 4, 2022

The Presbytery of Yellowstone Administrative Commission formed to sell the McAllister Church and determine the disbursement of sales proceeds, recommends the following action be taken by the Presbytery of Yellowstone and the congregation of the Madison Valley Presbyterian Church:

- Approve the sale of the McAllister Church as described in the following Buy-Sell Agreement. (Approval will be final after both bodies have approved the Buy-Sell.)

As per the commission's charge, the sale proceeds are to be divided as follows:

- a. The cost of the Survey of \$1,304 be reimbursed to the Madison Valley Presbyterian Church.
- b. \$1,122 be reimbursed to the Madison Valley Presbyterian Church for emergency repairs to the roof.
- c. 85% of net proceeds to the Madison Valley Presbyterian Church with the recommendation that a portion be put in the Madison Valley Presbyterian Church PCUSA Foundation account; and
- d. 15% of net balance to the Presbytery of Yellowstone with the recommendation that this be used for evangelism within the bounds of the presbytery.

The commission wishes to acknowledge and thank attorney Mark Parker and his Law firm for the generous donation of Mark's professional guidance, council, and work spent in bringing this sale to a successful conclusion.

Submitted by

The Rev. Dan Krebill, commission moderator;

on behalf of commission members Elder Charlie Mandeville of the First Presbyterian Church in Bozeman, and Elder Bob Beekman of the Madison Valley Presbyterian Church, and Bob's wife, Jan, provided invaluable input into the commission's work.

BUY-SELL AGREEMENT

McAllister, Montana April ____, 2022

In consideration of the Agreements contained herein, the parties hereby agree as follows: **1887 CHURCH, LLC**, a Texas limited liability company of 4410 Cougar Road, Lipan, Texas 76462 (hereinafter called "Buyer") agrees to purchase, and **PRESBYTERY OF YELLOWSTONE**, a Montana non-profit corporation of 26 W Babcock, Lower Level #101, Bozeman, MT 59715 (hereinafter, "Seller") agrees to sell the following described real estate, including improvements located thereon, located in the County of Madison, State of Montana, commonly known as "McAllister Church", legally described as follows ("Property"):

A tract of land in the SW ¼ of the NW ¼ of Section 33, Township 4 South, Range 1 West, P.M.M., Madison County, Montana, more particularly described as follows:

Commencing at the Center-West 1/16 corner of Section 33; Thence along the north-south 1/16 line in the NW ¼ of said section, N 01°28'09" E a distance of 324.73 feet to the south right of way line, N 72°22'48" W a distance of 516.00 feet to the Point of Beginning; Thence S 01°28'09" W a distance of 190.00 feet; Thence N 88°33'23" W a distance of 205.00 feet; Thence N 01°25'09"E a distance of 249.52 to the south right of way line of the county road; Thence along said south right of way line, S 72°22'48" E a distance of 213.65 feet to the Trust Point of Beginning.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto, and all reversions and remainders, and all rents, issues and profits thereof, and all reversions and remainders, title and interest of the Seller therein, including easements and rights-of-way for access and utilities shown on the public records or plats filed or recorded with the Clerk and Recorder of Madison County, Montana, if any.

SUBJECT TO restrictive covenants of record, prior mineral and patent reservations and exceptions;

SUBJECT TO existing easements and rights-of-way, including utility, water and ditch easements;

1. **PURCHASE PRICE:** One Hundred Fifty Thousand and NO/100 U.S. Dollars (\$150,000.00) ("Purchase Price") payable in immediately available funds at closing.

2. **CONTINGENCY:** Buyer's obligation to purchase the Property under this Agreement is contingent upon the quiet title of the Property to Seller through resolution of Cause No. DV-29-2021-32, in advance of or simultaneously with the closing of Buyer's purchase of the Property, and the inclusion of a restriction on deed in the conveyance from Seller to Buyer that the Property must be preserved in perpetuity as a place of holy worship and community service ("Deed Restriction").

3. **STANDARD CLOSING DOCUMENTS:** At closing the Seller shall provide the deed and other documents necessary to close in a form standard in the area.

4. **CONVEYANCE:** The Seller shall convey the Property by the Grant Deed attached hereto as Exhibit A, free of all liens and encumbrances except for the Deed Restriction and those set forth in Section 4, below.

5. **TITLE INSURANCE:** Prior to closing, Buyer may acquire a standard form American Land Title Association title insurance commitment in amount equal to the Purchase Price, committing to insure merchantable fee simple title to the Property in the Buyer's name, free and clear of all liens and encumbrances except the usual printed exceptions, and allowable encumbrances herein mentioned, if any, and

SUBJECT TO:

(a) Access, drainage and utility easements and covenants, if any, and rights of way for ditches, water courses and ways;

(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; prior

reservation of minerals, minerals rights, or related matters, including by not limited to, oil, gas, coal and other hydrocarbons;

(c) taxes and other governmental charges and assessments accrued or imposed after the date of closing,

(d) zoning ordinances and land use restrictions, if any; and

(e) other standard exceptions contained in an ALTA title commitment.

Buyer may then cause to be issued, at Buyer's cost, a standard Buyer's ALTA title insurance policy insuring title as shown in the title commitment subject to the standard and allowable exceptions.

6. **TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes and assessments for the current tax year, as of the date of closing, unless otherwise agreed.

7. **CLOSING DATE:** The date of closing shall be _____, 2022. The Buyer and Seller will deposit with the closing agent, First American Title Company of Ennis, Montana, all documents, instruments, and monies necessary to complete the purchase in accordance with this Agreement.

8. **SELLER DISCLOSURES.**

(a) **Radon Disclosure Statement. RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

Seller represents that the Property:

_____ HAS been tested for Radon or Radon progeny.

X HAS NOT been tested for Radon or Radon progeny.

If the Property has been tested for Radon or Radon progeny, Buyer hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

(b) **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The Seller cannot and does not represent or warrant the absence of mold. It is the Buyer's obligation to

determine whether a mold problem is present. To do so, Buyer should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase.

With respect to any building or structure on the Property (hereinafter referred to collectively as the "Building"), Seller represents that to Seller's knowledge the Building:

_____ HAS been tested for mold.

 X HAS NOT been tested for mold.

(c) MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement offices agencies as part of Montana's Sexual and Violent Offender Registration Act. In some Communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.

9. NO BROKER. Each of Seller and Buyer represents that they have not dealt with a real estate broker or agent regarding this sale. Each of Seller and Buyer hereby indemnifies and agrees to hold the other harmless from and against any and all loss, cost, claim or liability, including reasonable attorney's fees, incurred by the other on account of the inaccuracy of this representation. The obligations under this Section shall survive closing.

10. BUYER'S ACKNOWLEDGEMENT: Buyer acknowledges that it has examined the Property, that Buyer enters into this Agreement in full reliance upon its independent investigation and judgement, that prior verbal representations by the Seller do not modify or affect this Agreement and are not included herein, and that by signing this agreement Buyer acknowledges having read and understood this entire Agreement and there are no other terms except as herein set forth herein, and this Agreement replaces and supersedes any prior written or oral agreements of the parties.

11. BUYER'S REMEDIES: If the Seller accepts the offer and refuses or fails to provide the closing documents or consummate the transaction within the time period provided in this Agreement, the Buyer may:

(a) Demand immediate repayment of all monies that Buyer has paid hereunder, and upon the return of such money the rights and duties of Buyer and Seller under this Agreement shall be terminated; or

(b) Enforce the remedy of specific performance.

12. SELLER'S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may, in Seller's sole and absolute discretion:

(a) Declare this Agreement canceled; or

(b) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement.

13. CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and their attorneys, agents; and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents as prior transactions concerning this Property of underlying obligation pertaining thereto.

14. POSSESSION: Seller shall deliver possession and occupancy to the Buyer on the closing date unless otherwise agreed.

15. RISK OF LOSS: All loss or damage to any of the Property by any cause is assumed by Seller though the time of closing unless otherwise specified.

16. TIME IS OF THE ESSENCE: Time is of the Essence in this agreement and all clauses herein.

17. ATTORNEY FEES: In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to actual costs and such reasonable attorney fees as the court or arbitrator shall determine just.

18. BINDING EFFECT AND NON-ASSIGNABILITY: This Agreement is binding upon the heirs, successors, and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent unless otherwise stated herein, which consent shall not be unreasonably withheld.

19. CONTROLLING LAW. This Agreement will be construed under, governed by, and enforced in accordance with the laws of the State of Montana (without reference to conflicts of laws principles).

20. COUNTERPARTS. This Agreement may be executed in multiple counterparts which shall together constitute a single document. Signatures to this Agreement exchanged via electronic mail attachments in PDF format or equivalent shall be valid and effective to bind the party so signing. Each party agrees to deliver promptly an executed original of this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party. Acceptance, for purposes hereof, shall mean that each party is in physical possession of a fully signed counterpart copy or original of this Agreement

BUYER'S COMMITMENT: I agree to purchase the Property on the terms and conditions set forth in the above Agreement.

I HEREBY ACKNOWLEDGE receipt of a copy of this BUY-SELL AGREEMENT bearing my signature.

Dated this _____ day of _____, 2022.

1887 CHURCH, LLC, a Texas limited liability company

By: _____

Edmund Alan Schutts, Sole Member

SELLER'S COMMITMENT: I agree to sell and convey to Buyer the Property on the terms and conditions hereinabove stated. I acknowledge receipt of copy of this agreement bearing my signature and that of the Buyer named above.

Dated this _____ day of _____, 2022.

PRESBYTERY OF YELLOWSTONE, a Montana non-profit corporation

By: _____

_____, its _____

***NOTE: THIS IS A LEGALLY BINDING CONTRACT IF SIGNED BY BOTH BUYER AND SELLER. THEREFORE, MAKE SURE YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS HEREIN AND IN THE EVENT OF ANY QUESTION, SEEK COMPETENT LEGAL ADVICE.**

FACSIMILE SIGNATURES OF SELLER AND BUYER ON THIS CONTRACT SHALL BE ACCEPTABLE AND DEEMED ORIGINAL SIGNATURES FOR BINDING EFFECT AND ENFORCE ABILITY.

EXHIBIT A

GRANT DEED

FOR VALUE RECEIVED, **PRESBYTERY OF YELLOWSTONE**, a Montana non-profit corporation of 6 W Babcock, Lower Level #101 Bozeman, MT 59715, as Grantor, does hereby grant unto **1887 CHURCH, LLC**, a Texas limited liability company of 4410 Cougar Road, Lipan, Texas 76462, as Grantee, all the Grantors' right, title and interest in and to the real property situated in Madison County, Montana, more particularly described as follows:

A tract of land in the SW ¼ of the NW ¼ of Section 33, Township 4 South, Range 1 West, P.M.M., Madison County, Montana, more particularly described as follows:

