

**Exhibit "A" To The Plan Of Reorganization****SALE PROPERTY**

**PARCEL I: Commonly known as: 2604 N. Scatterfield Road, Anderson, IN**

Commencing at a point in the centerline of School Street which is 30.0 feet North and 1923.42 feet East of the Southwest corner of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, said point also being the intersection of the centerline of State Road 109 as of February 22, 1973 and the centerline of School Street; thence North 29 degrees 02 minutes 00 seconds West 1196.94 feet along the centerline of said State Road 109 to a point where said centerline intersects the centerline of Rainbow Boulevard; thence North 89 degrees 42 minutes 44 seconds East 278.18 feet along the centerline of said Rainbow Boulevard to the point of beginning of a curve to the left whose radius is 702.83 feet and tangent length is 100.0 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 73 degrees 31 minutes 00 seconds East 366.87 feet along said tangent (centerline of Rainbow Boulevard) to the point of beginning of a curve to the right whose radius is 702.64 feet and tangent length is 100.00 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 89 degrees 43 minutes 00 seconds East 146.74 feet along said tangent (centerline of Rainbow Boulevard) to a point on the West line of Tract "D" in Tract 2 as shown on the plat of Salyer's Golden Acres, Tracts 1 and 2 a Subdivision in Richland Township as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana; thence South 00 degrees 19 minutes 00 seconds East 375.00 feet to the Southwest corner of said Tract "D"; thence North 89 degrees 44 minutes 31 seconds East 300.56 feet along the South line of said Tract "D" to the Northwest corner of Tract "H" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 16 minutes 14 seconds West 326.89 feet along the West line of Tract "H" and Tract "I" in said Tract 2 to a point on the Northerly line of Iroquois Street, said point also being a non tangent point on a curve; said point being North 56 degrees 39 minutes 57 seconds East 181.26 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 93.22 feet to the end of said curve, said point being North 27 degrees 11 minutes 56 seconds East 181.26 feet from the radius point of said curve; thence North 55 degrees 42 minutes 20 seconds West 40.31 feet along the Northerly line of Iroquois Street; thence North 62 degrees 48 minutes 04 seconds West 37.29 feet along the Northerly line of Iroquois Street to the point of beginning of a curve, said point being North 27 degrees 11 minutes 56 seconds East 88.94 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 31.58 feet to the point of tangency of said curve, said point being North 06 degrees 51 minutes 11 seconds East 88.94 feet from the radius point of said curve; thence North 83 degrees 08 minutes 49 seconds West 180.79 feet along the Northerly line of Iroquois Street; thence South 06 degrees 51 minutes 11 seconds West 40.00 feet to a point on the South line of Iroquois Street; thence South 83 degrees 08 minutes 49 seconds East 54.52 feet along the South line of Iroquois Street to the Northwest corner of a tract of ground recorded in Deed Record 489, page 418 in the Recorder's Office of Madison County, Indiana; thence South 01 degree 28 minutes 24 seconds West 347.79 feet to a point on the North line of Tract "L" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 89 degrees 04 minutes 04 seconds West 329.10 feet along the North line of Tracts "L", "K" and "J" to the Northwest corner of said Tract "J", all in Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 15 minutes 56 seconds West 238.71 feet along the West line of said Tract "J" and said West line of extended South to a point in the centerline of School Street; thence South 89 degrees 04 minutes 04 seconds West 254.37 feet measured (254.58 feet plat) along said centerline of School Street to the point of beginning; being a part of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, which is included in Salyer's Golden Acres, Tracts 1 and 2, a Subdivision in Richland Township, as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana.

**PARCEL II: Commonly known as 2200 Madison Square, Anderson, IN**

**Lot numbered 2 in Madison Square Section One, an Addition to the City of Anderson, Lafayette Township, as recorded in Plat Book 25, pages 24 thru 126, in the records of Madison County, Indiana.**

**Also, non-exclusive easements for ingress/egress, drainage and utility purposes for the benefit of said lot 2, pursuant to grant of easement recorded in instrument no. 9513587 in the records of Madison County, Indiana.**

**PARCEL III: Commonly known as approximate 136 acres, Anderson, IN**

**TRACT I:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 1210.26 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 895.50 feet along the East line of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 56 minutes 38 seconds West 843.00 feet; thence North 00 degrees 36 minutes 38 seconds East 762.00 feet to the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East along said South right-of-way line 844.76 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 16 acres, more or less.**

**TRACT II:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 2105.76 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 572.21 feet to the Southeast corner of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 09 minutes 38 seconds West 1718.57 feet to the Southwest corner of the Southwest Quarter of said Section 31; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the West line of said Section 31 to a point on the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East 884.93 feet along the South line of said Interstate Highway 69; thence South 00 degrees 36 minutes 38 seconds West 762.00 feet; thence North 89 degrees 56 minutes 38 seconds East 843.00 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 36.94 acres, more or less.**

**TRACT III:**

**Commencing at a point 660.00 feet East and 1537.67 feet South of the Northwest corner of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East, said point being on the South right-of-way line of Interstate Highway #69 and also on the West line of the East half of the East half of the Southeast Quarter of said Section 36; continue thence South 00 degrees 26 minutes 08 seconds West 1121.28 feet to the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 36; thence North 88 degrees 38 minutes 43 seconds East 669.14 feet to the Southeast corner of the Southeast Quarter of said Section 36; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the East line of the Southeast Quarter of said Section 36 to a point on the South right-of-way line of Interstate Highway 69; thence South 80 degrees 51 minutes 38 seconds West 343.57 feet along said**

right-of-way line to a point of beginning of a curve to the left whose radius is 11359.2 feet; thence continue along the South right-of-way line along the above mentioned curve 337.35 feet to the place of beginning.

Being a part of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East and containing 18.13 acres, more or less.

**TRACT IV:**

Beginning at the Southwest corner of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and running thence North along the West line of said East-half, a distance of 1481.5 feet to the Southerly right-of-way line of Interstate Route I-69, thence Northeasterly along said right-of-way line, a distance of 836.7 feet to the centerline of State Road No. 109, thence Southeasterly along said centerline, a distance of 1617 feet to the South line of said Section 31, thence West along said South line 1189 feet to the place of beginning.

Being a part of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East, and containing 35.62 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 726)**

Beginning at the Northeast corner of the Northwest Quarter of Section 6, Township 19 North, Range 8 East. Also being the Southeast corner of the owners land; thence North 88 degrees 15 minutes 10 seconds West (all bearings in this description are based on the centerline of County Road 100 East per project No. I-69-1(19)25, 1960. Having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the South line of said Southwest Quarter. Also being the South line of the owner's land a distance of 38.12 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 115.89 feet; thence North 77 degrees 57 minutes 30 seconds East a distance of 20.00 feet to the centerline of State Road 109; thence South 11 degrees 22 minutes 52 seconds East a distance of 123.50 feet to the point of beginning, and containing 0.079 acre, more or less, of which 0.060 acre, more or less, is presently being used as public right-of-way.

**ALSO EXCEPT: (INSTRUMENT NO. 200400451)**

Commencing at the Southwest corner of the East half of the Southwest quarter of said Section 31, said point being the Southwest corner of a tract of land described as parcel A-4 (North Anderson Church of God) described in Instrument number 200100308, records of Madison County, Indiana; thence North 00 degrees, 54 minutes, 10 seconds West (assumed bearing) 1487.26 feet along the West line of the East half of said Southwest quarter and the West line of said tract of land to the Northwest corner of said tract of land, said point being on the South limited access right-of-way line of Interstate Number 69; thence North 79 degrees, 59 minutes, 13 seconds East 94.59 feet along said limited access right-of-way line and North line of said tract of land; thence North 81 degrees, 33 minutes, 25 seconds East 197.02 feet along said limited access right-of-way line and North line of said tract of land to the POINT OF BEGINNING OF THIS DESCRIPTION; thence continue North 81 degrees, 33 minutes, 25 seconds East 544.10 feet along said limited access right-of-way line and North line of said tract of land to the Northeast corner of said tract of land, said point being in the former centerline of Columbus Avenue; thence South 13 degrees, 28 minutes, 24 seconds East 411.00 feet along the East line of said tract of land and said former centerline; thence South 76 degrees, 31 minutes, 36 seconds West 542.00 feet; thence North 13 degrees, 28 minutes, 24 seconds West 458.71 feet parallel with the East line of said tract of land and former centerline of Columbus Avenue to the point of beginning; containing 5.410 acres, more or less. Description taken from survey by Bradley A. Rayl, registered land surveyor No.S0067, dated March 6, 2002.

**TRACT V:**

The North half of the fractional Northwest Quarter of Section 6, Township 18 North, Range 8 East, and 25 acres off the North side of the Southeast Quarter of the Northwest Quarter and the East half of the Southwest Quarter of the Northwest Quarter of said Section 6, containing in all 91.90 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 288)**

Beginning at the Northeast corner of said Northwest Quarter, Also being the Northeast corner of the Owner's land, thence South 00 degrees 20 minutes 21 seconds East (all bearings in this description are based on the centerline of County Road 100 East per Project Number I-69-1(19)25, 1960, having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the East line of the said Northwest Quarter being the East line of the Owner's Land, Also being the centerline of State Road 109, a distance of 931.93 feet; thence South 89 degrees 49 minutes 33 seconds West a distance of 20.00 feet; thence North 04 degrees 32 minutes 25 seconds West a distance of 180.52 feet, thence North 00 degrees 10 minutes 27 seconds West a distance of 604.21 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 149.16 feet to the North line of the said Northwest Quarter, Also being the North line of the Owner's Land, thence South 88 degrees 15 minutes 10 seconds East on and along the North line of the said Northwest Quarter, also being the North line of the Owner's Land a distance of 38.12 feet to the point of beginning, and containing 0.677 acre, more or less, of which 0.433 acre is presently being used as public right-of-way.

**TRACT VI:**

Commencing at a point in the centerline of Main Street Road said point being 720 feet South of the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 7 East, thence East parallel with the North line of said Section 1 a distance of 1330 feet to the East line of Section 1, thence South along said East line a distance of 424 feet to the South line of the Northeast Quarter of Section 1, thence West along said South line a distance of 1331 feet to the center line of Main Road, thence North 396 feet along said centerline to the place of beginning. Being a part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 7 East and containing 12.5 acres more or less.

**EXCEPT FROM PARCEL III:**

A PART OF LOT 1 IN MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 2008019600 AND A PART OF NORTH ANDERSON CHURCH OF GOD AS RECORDED IN INSTRUMENT NUMBER 200100308, RECORDS OF MADISON COUNTY, INDIANA. A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, ANDERSON TOWNSHIP AND A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, ADAMS TOWNSHIP, ALL IN MADISON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 0.677 ACRE TRACT OF LAND DESCRIBED IN DEED RECORD 636, PAGE 288, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA; THE FOLLOWING FOUR (4) COURSES ARE ALONG THE BOUNDS OF SAID 0.677 ACRE TRACT; 1) THENCE SOUTH 88 DEGREES 29 MINUTES 55 SECONDS WEST 38.03 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; 2) THENCE SOUTH 03 DEGREES 42 MINUTES 19 SECONDS EAST 147.55 FEET; 3) THENCE SOUTH 00 DEGREES 59 MINUTES 54 SECONDS EAST 45.35 FEET TO A EASTERLY CORNER OF LOT 1 IN A FINAL PLAT OF MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT 2008019600, RECORDS OF MADISON COUNTY, INDIANA, THE FOLLOWING FOUR (4) COURSES ARE ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST 67TH STREET AS DEDICATED IN SAID FINAL PLAT OF MADISON PARK SECTION ONE; 1) THENCE SOUTH 89

DEGREES 00 MINUTES 06 SECOND WEST 18.39 FEET; 2) THENCE SOUTH 41 DEGREES 35 MINUTES 12 SECONDS WEST 69.09 FEET; 3) THENCE SOUTH 84 DEGREES 20 MINUTES 12 SECONDS WEST 125.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 129.52 FEET, SUBTENDED BY A CHORD BEARING SOUTH 79 DEGREES 43 MINUTES 51 SECONDS WEST 129.52 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE FOLLOWING TWO (2) COURSES CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET, SAID POINT ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; 1) THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 275.19 FEET, SUBTENDED BY A CHORD BEARING SOUTH 65 DEGREES 20 MINUTES 22 SECONDS WEST 273.85 FEET; 2) THENCE SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST 53.55 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2235.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1300.83 FEET, SUBTENDED BY A CHORD BEARING SOUTH 72 DEGREES 13 MINUTES 40 SECONDS WEST 1282.55 FEET, ALONG A PORTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET AND THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 54 MINUTES 06 SECONDS WEST 252.78 FEET, ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 15 MINUTES 10 SECONDS WEST 2035.75 FEET TO A POINT BEING 80.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 1; THENCE NORTH 79 DEGREES 59 MINUTES 13 SECONDS EAST 927.12 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, THE FOLLOWING SIX (6) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDS OF SAID LOT 1; 1) THENCE SOUTH 00 DEGREES 54 MINUTES 10 SECONDS EAST 233.23 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER; 2) THENCE SOUTH 32 DEGREES 25 MINUTES 28 SECONDS EAST 185.00 FEET; 3) THENCE NORTH 76 DEGREES 31 MINUTES 36 SECONDS EAST 535.30 FEET; 4) THENCE SOUTH 01 DEGREES 45 MINUTES 41 SECONDS WEST 163.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 175.00 FEET; 5) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.24 FEET, SUBTENDED BY A CHORD BEARING SOUTH 05 DEGREE 58 MINUTES 18 SECONDS EAST 47.09 FEET; 6) THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 984.92 FEET TO A SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 8.75 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 48 SECONDS EAST 215.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING IN ALL 70.691 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND APPLICABLE EASEMENTS OF RECORD.



## Exhibit "B"

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT (this "**Agreement**") is made and entered into effective as of \_\_\_\_\_, 2013 (the "**Effective Date**"), between **MADISON PARK CHURCH OF GOD, INC.**, an Indiana non-profit corporation, as borrower ("**Borrower**"), having an address of 2200 Madison Square, Anderson, Indiana 46011, and **OSK I, LLC**, a Minnesota limited liability company, as lender ("**OSK**" or "**Lender**"), having an address of 4121 West 50<sup>th</sup> Street, Edina, Minnesota 55424. Borrower and Lender are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement amends, restates and replaces in its entirety the Original Loan Agreement (defined below).

RECITALS

A. On or about July 31, 2007, Borrower issued the following bonds: (i) \$11,300,000 of First Mortgage Bonds, 2007 Series A (the "**Series A Bonds**"), (ii) \$3,835,000 of Subordinate General Mortgage Bonds, 2007 Series B, and (iii) \$2,319,000 of General Obligation Bonds, 2007 Series C ((i), (ii) and (iii) together, the "**Bonds**"). In connection with the issuance of the Series A Bonds, Borrower executed and delivered to Reliance Trust Company, as Trustee, Disbursement Agent, Paying Agent and Registrar ("**Trustee**") that certain Trust Indenture dated July 31, 2007 (the "**Original Indenture**").

B. Borrower obtained a loan on July 31, 2007, in the maximum amount of \$11,300,000 (as modified and amended, from time to time, the "**Loan**") from San Joaquin Bank ("**SJB**"). To evidence the Loan, Borrower executed and delivered to SJB (i) that certain promissory note dated July 31, 2007, in the original principal amount of \$11,300,000 (as amended, the "**Original Note**"), (ii) that certain Loan Agreement dated July 31, 2007 (the "**Original Loan Agreement**"), (iii) and certain other documents evidencing and securing the Loan. The proceeds of the Loan were used to purchase the Series A Bonds, which were pledged to SJB as collateral for repayment of the Loan, and SJB was authorized (y) to exercise all rights of the owner with respect to the Series A Bonds and (z) to receive all distributions on the Series A Bonds retained by Borrower until the Original Note was repaid in full.

C. Pursuant to the plan of financing, the Series A Bonds were offered for sale, and as the Series A Bonds were sold, the proceeds were used to repay in part the Loan.

D. To secure the Series A Bonds and the Original Note (together, the "**Debt**"), Borrower executed that certain Mortgage, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing dated August 13, 2007, and recorded August 23, 2007, as Instrument No. 2007016042 in the Office of the Recorder of Madison County, Indiana, for the benefit of Trustee and SJB (the "**Original Mortgage**") and certain other documents evidencing and securing the Series A Bonds.

E. As collateral for the Debt, and pursuant to the terms of the Original Mortgage, Borrower mortgaged to Trustee and SJB that certain real and personal property more particularly described in the Original Mortgage (collectively, the "**Property**").

F. Pursuant to the terms of the Bonds, the Original Indenture and the Original Mortgage, Borrower obligated itself to make monthly Sinking Fund Payments (as defined in the Original Indenture) to Trustee and, semi-annual distributions of principal and interest on the Bonds to the holders of the Bonds ("**Bondholders**") with payments on the Series A Bonds retained by Borrower going to SJB, as the holder of the Original Note.

G. The Loan remains outstanding, and as of the Effective Date, the current outstanding balance is [\$\_\_\_\_\_].

H. In connection with certain regulatory action taken by the FDIC with regard to SJB, Citizens Business Bank ("**CBB**") became the owner of the Loan and the Original Loan Documents, and subsequently, CBB assigned all of its right, title and interest in the Loan and the Original Loan Documents to OSK, which is now the holder of the Original Note and the owner of the Original Loan Documents.

I. Trustee and Borrower desire to enter into an agreement with Bondholders with Court (defined below) approval, which will restructure the payment obligations of the Bonds, including the Series A Bonds, pursuant to the terms of the Amended Indenture (defined below).

J. Lender and Borrower desire to consent to the Plan (defined below) restructuring and the modification of the Original Note pursuant to the terms of that certain Amended Note (defined below).

K. On July 12, 2013, Borrower filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "**Court**"), as Case No. 13-07430-RLM-11, and a final order (the "**Order**") confirming Borrower's Chapter 11 plan of reorganization (the "**Plan**") was entered by the Court on \_\_\_\_\_, 2013. As of the Effective Date, the Order is non-appealable.

L. Pursuant to the Plan, Borrower has restructured the Debt (i) owed to Lender under the Loan and (ii) owed to Bondholders under the Bonds.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of Ten and NO/100 Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1. Defined Terms.** As used in this Agreement, the following defined terms shall have the following meanings:

1.1 "**Adjacent Property**" means that certain real property consisting of approximately 136 acres of vacant land located in Anderson, Indiana, which is adjacent to and surrounding the real property on which Borrower's church is situated.

1.2 "**Amended Bond Documents**" means the Amended Indenture, the Amended Mortgage and any and all other documents executed in connection with the Series A Bond

modification and restructuring. The Original Bond Documents and the Amended Bond Documents may be referred to collectively in this Agreement as the “**Bond Documents**.”

1.3 “**Amended Indenture**” means the Amended and Restated Trust Indenture substantially in the form attached hereto and incorporated herein as **Exhibit A**.

1.4 “**Amended Loan Documents**” means the this Agreement, the Amended Note, the Amended Mortgage, the Amended Lienholders Agreement and any and all other documents executed in connection with the Loan modification and restructuring. The Original Loan Documents and the Amended Loan Documents may be referred to collectively in this Agreement as the “**Loan Documents**.”

1.5 “**Amended Note**” means the Amended and Restated Promissory Note dated as of the Effective Date, substantially in the form attached hereto and incorporated herein as **Exhibit B**.

1.6 “**Appraised Value**” has the following meanings for the following Sale Properties (defined below):

(a) For the period beginning on the Effective Date and continuing through December 31, 2014:

<u><b>Sale Property</b></u>	<u><b>Appraised Value</b></u>
2604 North Scatterfield Road Property	\$915,000
2200 Madison Avenue Property	\$610,000
Adjacent Property	\$1,224,000 or \$9,000 an acre

(b) *For the period beginning January 1, 2015, through December 31, 2016:*  
Appraised Value shall mean the value determined by new appraisals of all or any of the Sale Properties which have not been sold.

1.7 “**Discount**” means the credit Borrower will receive from Lender resulting from Borrower’s Monthly Payments and Excess Payments made from time to time to Lender. The Discount will be applied against the principal portion of the then-current outstanding Indebtedness and is calculated by multiplying the OSK Multiple by the respective Monthly Payment and/or the Excess Payment, as applicable.

1.8 “**Discount Date**” means May 13, 2013, which is the date Borrower was entitled to receive its first Discount on a Monthly Payment.

1.9 “**Discount Period**” means the period beginning on the Discount Date and continuing through December 31, 2016.

1.10 “**Event of Default**” means a Monetary Default (defined below) and/or a Non-Monetary Default (defined below).



1.11 **“Excess Payments”** means any payments made by Borrower to Lender over and above the Monthly Payments.

1.12 **“Expenses”** means any and all present and/or future costs and/or fees associated with the Loan, including, without limitation, bank fees, title search costs, appraisal fees, attorneys’ fees and/or costs, engineering fees, collection fees and/or costs, and any and all fees and expenses incurred by Lender in connection with this Agreement and/or the Amended Loan Documents.

1.13 **“First Period”** means the period of time beginning on the day after the expiration of the Plan Period and continuing through June 30, 2014.

1.14 **“First Period Interest”** means the interest which would have been due from Borrower to Lender on each Discount given during the First Period (if any), which amount shall be computed by multiplying the amount of each Discount given during the First Period by the then-current interest rate in effect on the date each Discount was made, which interest shall be compounded monthly through the Trigger Date.

1.15 **“First Period Recapture Amount”** means the aggregate amount of any and all Discounts given to Borrower by Lender during the First Period, together with the accrued First Period Interest.

1.16 **“Maximum Rate”** means the maximum rate of interest which Lender is allowed to contract for, charge, take, reserve, or receive according to the indicated rate ceiling as defined under other applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

1.17 **“Monthly Payments”** means the monthly payments due and owing to Lender from Borrower as more particularly set forth in the Amended Note.

1.18 **“Original Bond Documents”** means the Original Indenture, the Original Mortgage and any other documents evidencing and securing the Series A Bonds.

1.19 **“Original Loan Documents”** means the Original Loan Agreement, the Original Note, the Original Mortgage and any and all other documents or instruments evidencing, securing and/or related to the Loan.

1.20 **“OSK Multiple”** means the discount factor to be applied to all Monthly Payments and Excess Payments made by Borrower during the Discount Period, per the following schedule:

(a) Monthly Payments. For Monthly Payments made during the Discount Period, the OSK Multiple shall be 1.25.

(b) Excess Payments. For any Excess Payments made during the following periods, the OSK Multiple shall be as follows:

<u>Period</u>	<u>OSK Multiple</u>
Plan Period	2.22

First Period	2.00
Second Period	1.67
Third Period	1.43

1.21 **"Plan Period"** means the period of time beginning on May 13, 2013, and continuing through the earlier of (a) December 31, 2013, or (b) sixty (60) days after the Order has been issued by the Court which confirms the Plan.

1.22 **"Plan Period Interest"** means the interest which would have been due from Borrower to Lender on each Discount given during the Plan Period, which amount shall be computed by multiplying the amount of each Discount given during the Plan Period by the then-current interest rate in effect on the date each Discount was made, which interest shall be compounded monthly through the Trigger Date.

1.23 **"Plan Period Recapture Amount"** means the aggregate amount of any and all Discounts given to Borrower by Lender during the Plan Period, together with the accrued Plan Period Interest.

1.24 **"Recapture Period"** means the period of time beginning on the Discount Date and continuing through the Trigger Date.

1.25 **"Related Party"** means any officer, director or elder of Borrower and any entity in which such person maintains ownership or control.

1.26 **"Sale Properties"** means the following properties, which are all owned by Borrower: 2604 North Scatterfield Road, 2200 Madison Avenue Property and the Adjacent Property.

1.27 **"Second Period"** means the period of time beginning on July 1, 2014, and continuing through December 31, 2015.

1.28 **"Second Period Interest"** means the interest which would have been due from Borrower to Lender on each Discount given during the Second Period (if any), which amount shall be computed by multiplying the amount of each Discount given during the Second Period by the then-current interest rate in effect on the date each Discount was made, which interest shall be compounded monthly through the Trigger Date.

1.29 **"Second Period Recapture Amount"** means the aggregate amount of any and all Discounts given to Borrower by Lender during the Second Period, together with the accrued Second Period Interest.

1.30 **"Term"** means the term of the Loan, as extended by the Amended Loan Documents.

1.31 **"Term Sheet"** means that certain term sheet dated May 13, 2013, executed by Borrower, Lender and Trustee, setting forth the terms of the Loan and Bond restructuring transaction.

1.32 **“Third Period”** means the period of time beginning on January 1, 2016, and continuing through December 31, 2016.

1.33 **“Third Period Interest”** means the interest which would have been due from Borrower to Lender on each Discount given during the Third Period (if any), which amount shall be computed by multiplying the amount of each Discount given during the Third Period by the then-current interest rate in effect on the date each Discount was made, which interest shall be compounded monthly through the Trigger Date.

1.34 **“Third Period Recapture Amount”** means the aggregate amount of any and all Discounts given to Borrower by Lender during the Third Period, together with the accrued Third Period Interest.

1.35 **“Trigger Date”** means the date of Borrower’s first Monetary Default.

**SECTION 2. General.** The Parties hereby agree as follows:

2.1 The Recitals set forth above are true and correct in all respects and constitute substantive provisions of this Agreement.

2.2 Borrower’s indebtedness owed to Lender is accurately set forth in Recital G above (the **“Indebtedness”**). The Indebtedness (a) will continue to accrue interest, late charges and Expenses, and such interest, late charges and Expenses shall constitute a part of the Indebtedness, and (b) is hereby secured by the Amended Loan Documents.

2.3 All written information furnished to Lender by Borrower as part of the negotiations which led to this Agreement (including, without limitation, to the best of borrower’s knowledge, financial information furnished by Hamernik, LLC on behalf of Borrower), are truthful, accurate, and not misleading in any material way or in the context in which presented.

**SECTION 3. The Loan.** The Loan shall be due and payable and shall accrue interest in accordance with the terms of the Amended Note at the following annual interest rates:

<u>Period</u>	<u>Interest Rate</u>
Years 1-3	2.00%
Year 4	3.00%
Year 5	3.50%
Year 6	4.50%
Years 7-10	5.00%

3.1 Contemporaneously with the execution of this Agreement, Borrower has executed and delivered to Lender and/or Trustee, as applicable, the following documents, which are all dated as of the Effective Date unless otherwise noted:

(a) The Amended Note, which amends, restates and replaces in its entirety the Original Note. The Original Note and the Amended Note may be referred to collectively in this Agreement as the “**Note**.”

(b) That certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement Financing Statement and Fixture Filing (the “**Amended Mortgage**”), which amends, restates and replaces in its entirety the Original Mortgage. The Original Mortgage and the Amended Mortgage may be referred to collectively in this Agreement as the “**Mortgage**.” The Amended Mortgage secures on an equal and parity basis both (i) the Series A Bonds and (ii) the Loan. Upon payment of the Loan, Lender’s interest under the Amended Mortgage will be released. The Loan and the Indebtedness, together with all accrued but unpaid interest thereon, and all other payments and Expenses, performance obligations, indebtedness and liabilities of Borrower to Lender, however and whenever occurred, acquired or evidenced, whether direct or indirect or contingent, due or to become due shall continue to be secured by the Amended Mortgage.

(c) That certain Amended and Restated Agreement Between Lienholders (the “**Amended Lienholders Agreement**”), which amends, restates and replaces that certain Agreement Between Lienholders dated July 31, 2007, between Borrower, SJB and Trustee (the “**Original Lienholders Agreement**”). The Original Lienholders Agreement and the Amended Lienholders Agreement may be referred to collectively in this Agreement as the “**Lienholders Agreement**.”

3.2 Contemporaneously with the execution of this Agreement, Lender has executed and delivered to Borrower a release of the Series A Bonds retained by Borrower and pledged to Lender to secure the Loan.

3.3 Regardless of any provision contained in any of the Loan Documents, none of the terms of any of the Loan Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the Maximum Rate, nor shall Lender ever be entitled to receive, collect, or apply, as interest on the Indebtedness, any amount in excess of the Maximum Rate, and, if Lender ever receives, collects, or applies as interest any such amount in excess of the Maximum Rate, such amount which would be excessive interest shall be deemed a partial prepayment of principal and treated hereunder as such. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the Maximum Rate, Borrower and Lender shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread, in equal parts, the total amount of interest throughout the entire contemplated term of the Loan so that the interest rate is uniform throughout the entire term of the Loan; provided that if the Indebtedness is paid and performed in full prior to the end of the full contemplated term of the Loan, and if the interest received for the actual period of existence thereof exceeds the Maximum Rate, Lender shall, as applicable, refund to Borrower as applicable the amount of such excess or credit the amount of such excess against the Indebtedness, and, in such event, Lender shall not be subject to any penalties provided by any laws for contracting for, charging, or receiving interest in excess of the Maximum Rate.

3.4 Borrower and Lender shall reconcile the Loan balance (including the Discount amounts) on a quarterly basis during the Term. Notwithstanding anything to the contrary contained in this Agreement or any other Amended Loan Documents, Lender's attorneys' fees and costs incurred shall not be discounted or included in any Discount calculations.

**SECTION 4. Plan for Sale of Real Property.** Borrower has indicated that it desires to sell the Sale Properties in order to reduce the Indebtedness. To facilitate this process, Borrower shall enter into listing agreements for the sale of the Sale Properties with a qualified realtor or realtors. Listing agreements shall have a term of no more than six (6) months and commission structures consistent with generally accepted practices for commercial properties in the Anderson, Indiana metropolitan area. Lender shall have the right to review and comment upon the listing agreements and listing price. Borrower shall continue to pursue in good faith the sale of the Sale Properties. Borrower hereby authorizes its brokers to provide any and all information regarding the sale of the Sale Properties to Lender and authorizes Lender to speak directly with its brokers regarding the status of the marketing and sale of the Sale Properties. Additionally, Borrower shall direct its brokers to provide monthly marketing reports to Borrower and Lender on the Sale Properties.

4.1 The Loan shall be repaid in part from the proceeds of the Sale Properties. Lender agrees to provide partial releases for the Sale Properties from the lien of the Amended Mortgage if Borrower accepts a purchase offer in which the gross purchase price for such Sale Property equals or exceeds at least 75% of the Appraised Value (the "**Minimum Purchase Price**"), or as otherwise provided in this Agreement.

4.2 Appraisals shall be performed by an independent, qualified, MAI licensed appraiser as approved by Borrower, Trustee and Lender. If Borrower desires to accept an offer which does not meet the Minimum Purchase Price or which is made by a Related Party, Borrower shall have the authority to sell the respective Sale Property in an arms-length, good faith transaction for any reasonable price after obtaining the prior written consent of Trustee and Lender, which consent shall not be unreasonably withheld or delayed, and upon closing on such sale, Trustee and Lender agree to provide a partial release of the Amended Mortgage for such Sale Property.

4.3 When any of the Sale Properties are liquidated and the net proceeds are distributed at any time prior to December 31, 2016, the amounts to be distributed to Lender and Trustee shall be as follows:

<b><u>Purchase Price</u></b>	<b><u>Lender</u></b>	<b><u>Trustee</u></b>
90% or more of Appraised Value	75%	25%
85% to less than 90% of Appraised Value	73.5%	26.5%
80% to less than 85% of Appraised Value	72%	28%
Less than 80% of Appraised Value	70%	30%

Net sale proceeds from the sale of any of the Sale Properties received after December 31, 2016, shall be distributed to Lender and Trustee on a pro rata basis based on the amounts of the respective debts then owed to each by Borrower.



4.4 Lender will apply the OSK Multiple in effect at the time Lender receives Lender's portion of the sale proceeds distribution, and the Note balance will be reduced by the resulting Discount; however Discounts will only be applied during the Discount Period.

4.5 If all of the Sale Properties have not been sold by June 30, 2016, Borrower may proceed to auction such properties through the services of an auctioneer approved by Borrower, Lender and Trustee. Lender and Trustee reserve the right to credit bid; provided, however, that such credit bid must be jointly made by Lender and Trustee based on their pro rata share of the outstanding Debt owed to each. Borrower shall receive the Discount on Lender's portion of the credit bid on the day after Borrower delivers to Lender and Trustee the original special warranty deed in the form attached hereto and incorporated herein as **Exhibit C**; provided however, the original deed shall be received by Lender prior to the expiration of the Discount Period. After the expiration of the Discount Period, Lender shall have no further obligation to give a Discount to Borrower.

**SECTION 5. Representations and Warranties of Borrower.** Borrower hereby represents and warrants to Lender (all of which shall survive the closing of the Loan) that:

5.1 Borrower is a duly organized, not-for-profit legal entity, formed under the laws of the State of Indiana and is a tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

5.2 Borrower has full power and authority (a) to enter into and has duly authorized the execution and delivery of this Agreement and the Amended Loan Documents, and (b) to carry out all other actions contemplated to be taken by Borrower by each of the Amended Loan Documents.

5.3 The execution and delivery of the Amended Loan Documents and compliance with the provisions of each, will not conflict with or constitute a breach of, or default under (a) any agreement or other instrument to which Borrower is a party or by which Borrower is bound, or (b) any provision of any judgment, order or decree to which Borrower is subject.

5.4 There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body, in which Borrower has been served or of which it has otherwise received official notice or which, is threatened against Borrower, which in any way questions the existence of the powers of Borrower, or wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of this Agreement or any of the Amended Loan Documents.

5.5 Borrower has obtained all approvals, consents and authorizations required of it in connection with the execution and delivery by Borrower of, or the performance by Borrower of its obligations under this Agreement and each of the Amended Loan Documents. Any certificate or document signed by an official of Borrower and delivered to Lender shall be deemed a representation and warranty by Borrower to Lender as to the truth of the statements therein contained.

5.6 Borrower has not made any material investments in, material advances to, or material guarantees of the obligations of any company, individual or other entity, except those incurred in the ordinary course of business.

5.7 Borrower has filed all required federal, state and local informational tax returns in a timely manner. Borrower has paid all federal and state employer related taxes as they are due and payable. No claims have been asserted by any taxing authority which are unpaid with respect to any taxes. The officer(s) signing the Amended Loan Documents are duly authorized to act on behalf of Borrower.

5.8 The execution and delivery of this Agreement and/or the Amended Loan Documents and the performance by Borrower of its obligations under this Agreement and/or the Amended Loan Documents are within its corporate powers, have been duly authorized by all necessary corporate action, and do not and will not contravene or conflict with any provision of law or of Borrower's articles of incorporation or its by-laws and that this Agreement and the Amended Loan Documents constitute Borrower's legal, valid, and binding obligations and are enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or as such enforcement may be limited in equity.

5.9 During the Term and not more than twenty-five (25) days after the end of each month, Borrower shall provide to Lender unaudited financial statements prepared in accordance with Borrower's routine accounting practices for the preceding month, and such other financial information as Lender may reasonably request.

5.10 During the Term and not more than one hundred fifty (150) days after the end of each fiscal year, Borrower shall provide to Lender an audited financial statement.

5.11 Borrower hereby confirms the right of Lender, from time to time, and as often as may be reasonably requested (but not more than one time per year) in advance, (a) to visit Borrower, discuss Borrower's business, assets, liabilities, financial condition, business prospects, and results of operations with the officers, employees, and/or independent contractors; and (b) to visit, inspect, and audit the business and affairs of Borrower, and inspect and make extracts from its books and records. Any inspection or audit of the business and affairs of Borrower, or the procuring of documents and financial and other information, by or on behalf of Lender, shall be at Borrower's reasonable expense (not to exceed \$2,000 per year) and shall be for the benefit of Lender only, and shall not constitute any assumption of responsibility or liability by Lender to Borrower or anyone else with regard to the business and affairs of Borrower, and Lender's approvals of any certifications shall not relieve Borrower of any of Borrower's obligations.

5.12 All representations and warranties made by Borrower to Lender in this Agreement and/or the Amended Loan Documents are true and correct in all material respects as of the Effective Date and shall remain true and correct during the Term. Lender is relying upon Borrower's representations and warranties in entering into this Agreement, which are material inducements to Lender entering into this Agreement. Borrower makes these representations and

warranties for the purpose of influencing the decision of Lender with respect to the provisions of this Agreement and inducing Lender to enter into this Agreement.

**SECTION 6. Covenants of Borrower.** Borrower hereby covenants as follows:

6.1 On or before confirmation of the Plan, Borrower shall obtain and deliver to Lender:

(a) a certified copy of Borrower's articles of incorporation, certificate of existence, and bylaws, together with any amendments thereto;

(b) a corporate resolution duly authorizing Borrower's entry into and execution of this Agreement, the Amended Loan Documents, and any and all other agreements in connection therewith and a certificate of incumbency with respect to the officers executing such agreements;

(c) An endorsement to the title insurance policy insuring the Amended Mortgage through the date of recording of the Amended Mortgage, subject to all of the exceptions identified on the Lender's title policy for the Original Mortgage and to any exceptions approved by the Lender;

(d) Mortgagor's Affidavit; and,

(e) UCC-1 Financing Statement and Fixture Filing.

6.2 On or prior to the Effective Date, Borrower shall have paid all ad valorem property taxes that are then currently due and payable with respect to the Sale Property and shall provide evidence of payment to Lender.

6.3 Except as otherwise provided herein, Borrower covenants and agrees that it shall not (a) sell, lease, transfer or convey the Property, the Sale Properties or any part thereof, or (b) enter into any consolidation or merger without prior written notice to Lender.

**SECTION 7. Default; Lender's Remedies.**

7.1 The following shall be considered a "**Monetary Default:**"

(a) Failure or refusal of Borrower to timely make the Monthly Payments to Lender as required by the Amended Note.

(b) Failure or refusal of Borrower to maintain the automatic payment debit (electronic payment through banking channels) to pay the Monthly Payments, excluding issues resulting from bank action or other action resulting from no fault of Borrower.

7.2 The following shall be considered a "**Non-Monetary Default:**"

(a) The failure or refusal of Borrower to keep, observe, perform, carry out, comply with and/or execute the particular covenants, agreements, obligations, and conditions set forth in this Agreement and/or the Amended Loan Documents within thirty (30) days after written notice from Lender to Borrower.

(b) Intentionally Omitted.

(c) The commencement by or against Borrower of a voluntary or involuntary bankruptcy or other insolvency proceeding (including, without limitation, a voluntary or involuntary case under federal bankruptcy law or an assignment for the benefit of creditors), which, if involuntary, is not dismissed within sixty (60) days.

(d) Borrower is enjoined, restrained or in any way prevented by court order from conducting all or a material part of its affairs as currently conducted.

(e) The commencement of a foreclosure action against the Property or any of the Sale Properties.

(f) Any default or Event of Default under the Bond Documents or the Amended Loan Documents, which is not cured within any applicable cure period, including without limitation, Borrower's obligation to maintain the improvements contained in Article IV, Section 6 of the Amended Indenture.

(g) Failure or refusal of Borrower to pay any taxes, assessments, insurance or claims, liens or encumbrances prior to or in parity with the lien of the Amended Mortgage, unless the same are being contested in good faith with adequate reserves or are bonded over.

7.3 In addition to the rights and remedies provided for in the Amended Loan Documents and/or the Bond Documents, in the Event of Default in the performance of any of the terms of this Agreement or any other instrument or agreement executed to obtain, or in connection with the Indebtedness, Lender shall have the rights and remedies provided a secured creditor, including those set forth in the Uniform Commercial Code as adopted in the State of Indiana. Upon default, Lender may foreclose upon the property securing the Loan, or pursue any other remedies available at law or in equity. All rights and remedies of Lender expressed hereunder are in addition to all other rights and remedies possessed by Lender. No delay or failure on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall impair or affect Lender's rights in the Sale Properties or any other property of Borrower. The provisions of this Section 7 shall not (a) constitute a waiver, release or impairment of any obligation evidenced or secured by any of the Amended Loan Documents; or (b) affect the validity or enforceability of any indemnity, guaranty or similar instrument made in connection with any of the Amended Loan Documents.

7.4 A Monetary Default by Borrower shall automatically (a) trigger a recapture of any and all Discounts previously given to Borrower by Lender during the Recapture Period (collectively, the "**Recapture Amount**"), and (b) terminate Lender's obligation to give Borrower any further Discounts during the remainder of the Term. The Recapture Amount shall be calculated by adding the following amounts:

(a) Plan Period Recapture Amount (if any), plus

(b) First Period Recapture Amount (if any), plus

- (c) Second Period Recapture Amount (if any), plus
- (d) Third Period Recapture Amount (if any).

The Recapture Amount shall be added to the outstanding amount of Indebtedness due and owing to Lender as of the Trigger Date (the "**Recapture Indebtedness**"), and the Recapture Indebtedness shall bear interest at the Default Rate (as defined in the Amended Note) until the Recapture Indebtedness is paid in full.

**SECTION 8. Miscellaneous.**

8.1 This Agreement and the covenants, agreements, conditions and obligations set forth in this Agreement are made and imposed solely and exclusively for the benefit of Lender, Borrower and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement, and no other persons shall have reason to require satisfaction or performance of such covenants, agreements, conditions, or obligations in accordance with their terms. No other persons shall, under any circumstances, be deemed to be a beneficiary of such covenants, agreements, or conditions, any or all of which may be freely waived in whole or in part by Lender at any time if in its sole discretion Lender deems it advisable to do so.

8.2 This Agreement shall be performed, governed by and construed in accordance with the laws of the State of Minnesota, except provisions relating to foreclosure against property which shall be controlled by the laws of the state in which the property is located.

8.3 No omission or delay by Lender or Borrower in exercising any right or power under this Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by Lender, or if a waiver or default is properly waivable by Borrower then it must be signed by Borrower and Lender, and then only to the extent specified. Except as otherwise specifically provided herein, all remedies herein and by law afforded will be cumulative and will be available to Lender and Borrower until the Loan is paid.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

8.5 THIS WRITTEN AGREEMENT AND ANY WRITTEN DOCUMENTS ATTACHED HERETO OR ENTERED INTO IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

8.6 Borrower represents, warrants, and certifies that (a) Borrower has received independent legal counsel and advice with regard to the factual basis for, and the legal consequences of, entering into this Agreement, and (b) Borrower is entering into this Agreement of its own free and voluntary act intending to be legally bound hereby.



8.7 As a material inducement for, and in consideration of Lender's agreements herein, Borrower, by its execution and delivery of this Agreement, and on behalf of itself and its officers, directors, deacons, elders, employees, members, successors and assigns, acknowledges and agrees that (a) Borrower does not have any claim, offset, defense, damages, or cause of action of any kind, character or nature whatsoever, whether known or unknown, choate or inchoate, against Lender or any of its transferees, successors, representatives, assigns, predecessors, subsidiaries, divisions, related entities, and also Lender's attorneys, agents, officers, directors, and employees (collectively, the "**Released Parties**") that would reduce or diminish Borrower's liability to Lender pursuant to the Loan Documents; and (b) Borrower does not have any claim, offset, defense or cause of action of any kind, character or nature whatsoever, whether known or unknown, choate, or inchoate, against the Released Parties, or any one of them, based upon any acts or omissions of any of the Released Parties related to the Sale Properties, any other property of Borrower, the Bonds, the Bond Documents, the Loan Documents or the administration thereof, and also relating to any other prior or current loans, borrowings, accounts, or other relationships or proposed relationships (the "**Claims**") or, to the extent that Borrower claims to have previously had, or currently has, any such Claims against any of the Released Parties, which the Released Parties specifically deny, whether choate or inchoate, known or unknown, in law or in equity, then Borrower hereby (y) unconditionally releases the Released Parties from any and all loss, liability, causes, claims, damages, actions, causes of actions, and suits of any kind and nature whatsoever arising out of, or relating in any way to the Bonds, the Bond Documents, and/or the Loan Documents or as a result of any events, actions, or omissions that occurred prior to the Effective Date, and (z) covenants not to sue the Released Parties for past and/or present Claims up to the Effective Date.

8.8 This Agreement is not, and shall not be construed as a novation, substitution or release of Borrower's original obligations as set forth in the Bond Documents and/or the Loan Documents. The Loan Documents are hereby ratified and remain in full force and effect, except as expressly modified or replaced by the Amended Loan Documents, as applicable.

8.9 Without limiting the generality of any provision of the Loan Documents or the Bond Documents, Borrower shall be responsible for the payment of all reasonable Expenses incurred by Lender arising from or in connection with this Agreement, including, without limitation, the reasonable fees of legal counsel Lender for (a) the preparation, examination and approval of documents in connection with the drafting of the Amended Loan Documents, (b) seeking the Order and/or (c) the implementation of the Plan, which amount shall not exceed \$20,000 in the aggregate.

8.10 This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted respective heirs, executors, administrators, legal representatives, successors, assigns, and affiliates. Borrower shall not be authorized to assign this Agreement without the prior written consent of Lender which may be withheld in Lender's sole and absolute discretion. Whenever in this Agreement reference is made to any Party or other person or entity such reference shall be deemed to include a reference to the heirs, executors, representatives, successors, assigns, and affiliates of such Party. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

8.11 This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8.12 Upon request by Lender and without cost or expense to Lender, Borrower shall cooperate with Lender and shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to Lender such further instruments, documents and assurances, as may be reasonably required from time to time to complete the transactions contemplated by this Agreement. Borrower shall be responsible for any and all reasonable Expenses in connection with Borrower's cooperation with Lender.

8.13 Time is of the essence with respect to this Agreement.

8.14 If there is a conflict between the provisions of this Agreement and the provisions of any other Amended Loan Documents, the provisions of this Agreement shall govern and control.

8.15 The following exhibits are attached hereto and incorporated herein as if fully set forth in this Agreement:

<b><u>Exhibit A</u></b>	-	Amended Indenture
<b><u>Exhibit B</u></b>	-	Amended Note
<b><u>Exhibit C</u></b>	-	Special Warranty Deed

***{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.}***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names and on their behalf as of the Effective Date.

**BORROWER:**

**MADISON PARK CHURCH OF GOD, INC.,**  
an Indiana non-profit corporation

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Madison Park Church of God, Inc., an Indiana non-profit corporation, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**LENDER:**

**OSK I, LLC,**  
a Minnesota limited liability company

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

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as \_\_\_\_\_ of OSK I, LLC, a Minnesota limited  
liability company, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Registration No.: \_\_\_\_\_

**Exhibit A**

**Amended Indenture**



**Exhibit B**

**Amended Note**

**Exhibit C**

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Madison Park Church of God, Inc., an Indiana not for profit corporation ("Grantor"), CONVEYS AND WARRANTS to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the real estate located in Madison County, Indiana, legally described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Subject, however, to (i) real estate taxes not delinquent; (ii) all easements, rights-of-way, rights, duties, obligations, covenants, conditions, restrictions, limitations and matters of record; (iii) all legal highways and public rights-of-way; and (iv) the provisions of all applicable zoning laws, as each of (i) through (iv) above may lawfully affect the Real Estate. The Real Estate is conveyed AS IS, WHERE IS and WITH ALL FAULTS, and Grantor makes no, and disclaims all, warranties, either expressed or implied, with respect thereto.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Except for the title exceptions and matters set forth above, Grantor shall warrant and defend title to the Real Estate to Grantee and Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that (s)he is a duly elected officer or authorized representative of Grantor and has been fully empowered by the Board of Elders of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the Real Estate; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MADISON PARK CHURCH OF GOD, INC.,  
an Indiana not for profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MADISON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public Residing in \_\_\_\_\_ County, Indiana

\_\_\_\_\_  
(Printed Name)

Send tax statements  
and return Deed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Marlene Reich

This instrument prepared by Marlene Reich, Attorney-at-Law, Taft Stettinius & Hollister LLP,  
One Indiana Square, Suite 3500, Indianapolis, Indiana 46204

**EXHIBIT A**

Legal Description

## Exhibit "C"

AMENDED AND RESTATED  
PROMISSORY NOTE

\$ \_\_\_\_\_  
\_\_\_\_\_, 2013

Anderson, Indiana

FOR VALUE RECEIVED as of the date hereof (the "**Effective Date**"), **MADISON PARK CHURCH OF GOD, INC.**, an Indiana non-profit corporation ("**Maker**"), having an address of at 2200 Madison Square, Anderson, Indiana, 46011, promises to pay without notice, offset, demand or deduction, to the order of **OSK I, LLC**, a Minnesota limited liability company, at 4121 West 50<sup>th</sup> Street, Edina, Minnesota 55424, or at such other place as the Holder may designate in writing to Maker (together with any holder, successor, assignee or endorsee, "**Holder**"), in lawful money of the United States of America, the principal amount of \_\_\_\_\_ and \_\_\_/100 Dollars (\$ \_\_\_\_\_) (the "**Principal**"), together with interest on the unpaid balance until paid, from the Effective Date of this Amended and Restated Note (this "**Note**"), at the rates set forth below and in accordance with the terms and provisions of this Note (the "**Loan**").

1. **Amendment and Restatement of Original Note.** The original promissory note in the amount of \$11,300,000, was executed on July 31, 2007 (the "**Original Note**"), by Maker to evidence the obligation of Maker to repay the indebtedness to San Joaquin Bank ("**SJB**"). In connection with certain regulatory action taken by the FDIC with regard to SJB, Citizens Business Bank ("**CBB**") became the holder of the Original Note, and subsequently, CBB assigned all of its right, title and interest in the Original Note and the related loan documents to Holder, which is now the holder of the Original Note and the owner of the related loan documents. Maker and Holder desire to amend and restate the Original Note, as amended and assigned, in its entirety, to reflect a decrease in the outstanding balance due to Holder and to modify certain other provisions as set forth herein. This Note hereby amends, restates and replaces in its entirety the Original Note, as amended and assigned; provided, however, the execution and delivery by Maker of this Note shall not, in any manner or circumstance, be deemed to be a payment of, a novation of or to have terminated, extinguished or discharged Maker's indebtedness evidenced by the Original Note, all of which indebtedness shall continue under and shall hereinafter be evidenced and governed by this Note.

2. **Maturity.** The Principal and all accrued interest on this Note shall be due and payable in full, without any requirement of demand, on or before \_\_\_\_\_, 20\_\_ (the "**Maturity Date**"), if not sooner paid.

3. **Prepayment.** This Note may be prepaid in whole or in part at any time and from time to time without any prepayment fee or penalty. Except for Discounts (as defined in the Amended and Restated Loan Agreement entered into by Holder and Maker on the date hereof (the "**Loan Agreement**")), which shall be applied to Principal, such prepayments will be applied first to charges due hereunder; then to pay, or reimburse Holder for, any costs or expenses



incurred hereunder; then to accrued interest hereunder; and any remainder to reduce the principal balance hereunder.

4. **Repayment Schedule.** Commencing on the first day of the second month following the Effective Date, and continuing on the first day of each month thereafter through the Maturity Date (the “**Extended Term**”), Maker shall make monthly payments of Principal and interest to Holder (each, a “**Monthly Payment**”) during the periods (each, a “**Period**”) in the amounts set forth below; provided, however, that added to the first Monthly Payment amount shall be an amount equal to the interest accrued from the Effective Date through the last day of the first month following the Effective Date. For example, if the Effective Date is October 20<sup>th</sup>, then the first Monthly Payment would be made on December 1<sup>st</sup>, and the Monthly Payment amount would include interest accrued from October 20<sup>th</sup> through October 31<sup>st</sup>.

<u>Period</u>	<u>Monthly Payment Amount</u>
Years 1-2 (“ <b>Period 1</b> ”)	\$22,950
Years 3-4 (“ <b>Period 2</b> ”)	\$24,750
Years 5-7 (“ <b>Period 3</b> ”)	\$26,550
Years 8-10 (“ <b>Period 4</b> ”)	\$28,125

Holder shall have the right to allocate payments under this Note to accrued and unpaid interest or, upon the occurrence of an Event of Default which remains uncured beyond any applicable cure period, to unpaid enforcement or collection costs before making any allocation in reduction of the Principal, and all payments shall be made to Holder.

5. **Scatterfield Road Property.** Notwithstanding the repayment schedule set forth in Section 4 above, Borrower’s Monthly Payment shall be modified in connection with Borrower’s sale of the Scatterfield Road Property (the “**Scatterfield Property**”) as more particularly set forth below:

(a) During Period 2, and only until a closing on the sale of the Scatterfield Property has occurred (the “**Sale Date**”), Borrower’s Monthly Payment shall be equal to the Monthly Payment due during Period 1.

(b) After the Sale Date, Borrower’s Monthly Payment shall revert back to the Monthly Payment set forth in Section 4 above.

(c) After the end of Period 2, regardless of whether the Scatterfield Property Sale Date has occurred, Borrower’s Monthly Payment shall revert back to the Monthly Payment set forth in Section 4 above.

6. **Interest.** During the term of this Note, interest shall accrue on the unpaid Principal at the following interest rates:

<u>Period</u>	<u>Interest Rate</u>
Years 1-3	2.00%
Year 4	3.00%
Year 5	3.50%
Year 6	4.50%
Years 7-10	5.00%

All monthly interest computations shall be based on a 360-day year and a fixed period of thirty (30) days per month. Interest for any partial month shall be prorated based on a fraction in which the numerator is the actual number of days elapsed (subject to a maximum of thirty (30) days), and the denominator is thirty (30).

7. **Late Charge.** Maker shall pay to Holder a late charge equal to five percent (5%) of any amount due hereunder that is not received by Holder within ten (10) days after the date on which such amount is due. The foregoing provision shall not be construed to extend the due date for any amount required to be paid hereunder. Holder shall have no obligation to accept any late payment not accompanied by such late charge.

8. **Default.** Each of the following events shall constitute an "Event of Default" under this Note:

(a) Maker's failure to pay any interest, principal or other amount due under this Note within ten (10) days after the due date;

(b) the occurrence of any Event of Default under the Loan Agreement, which is not cured within any applicable cure period.

9. **Enforcement.** Notwithstanding any other provision of this Note, if an Event of Default occurs, then without notice or demand, at the option of Holder, all unpaid principal due under this Note, together with all accrued and unpaid interest, shall become immediately due and payable in full, without any action whatsoever by Holder, and Holder shall have the right to exercise any and all other rights and remedies under any other loan documents or otherwise available to Holder at law or in equity. After an Event of Default or the maturity of this Note, whether by acceleration or otherwise, (a) interest will be due and payable on the unpaid principal balance of this Note at an annual interest rate equal to four percent (4.00%) above the rate of interest in effect from time to time under this Note (the "**Default Rate**"), and (b) upon the occurrence of a Monetary Default (as defined in the Loan Agreement), the aggregate amount of any Discount given to Maker by Holder, plus the interest due on the amount of the Discount at the time the Discount was given, shall be automatically reinstated, added back into the then-current outstanding indebtedness and immediately become due and owing by Maker, as more particularly set forth in the Loan Agreement. No delay or failure on the part of the Holder in the exercise of any right or remedy hereunder, under any security document pledging collateral or any guarantee or surety given to secure this Note, or at law or in equity, shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy hereunder, under any security document pledging collateral or any guarantee or surety given to secure this Note, or

at law or in equity, shall preclude or estop another or further exercise thereof or the exercise of any other right or remedy.

10. **Transfer and Assignment.**

(a) Holder shall have the right to transfer this Note and to assign any rights or remedies under this Note. Such right may be exercised in whole or in part, on one or more occasion(s), in Holder's sole and absolute discretion. The obligations of Maker under this Note shall not be altered or affected in any way by any such transfer or assignment by Holder.

(b) Maker shall be prohibited from assigning any obligation of Maker under this Note without the prior written consent of Holder, which consent may be granted or withheld in the sole and absolute discretion of Holder. Any attempted assignment by Maker in violation of this prohibition shall be ineffective and void.

11. **Waiver; Extensions.** Presentment, demand, notice of dishonor, protest, the benefits of the homestead and all other exemptions provided Maker are hereby waived. To the extent permitted by applicable law, Maker further waives any and all rights and benefits of any statute of limitations, moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal and exemption now provided or which may hereafter be provided by law, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the indebtedness evidenced hereby. Holder shall not be deemed to have waived any of Holder's rights or remedies hereunder unless such waiver is express and in writing, and no delay or omission by Holder in exercising, or failure by Holder on any one or more occasions to exercise, any of Holder's rights hereunder or at law or in equity (including, without limitation, the right of acceleration hereunder) shall be construed as a novation of this Note or shall operate as a waiver or prevent the subsequent exercise of any or all of such rights. Acceptance by Holder of all or any portion of any sum payable hereunder whether before, on or after the due date of such payment shall not be a waiver of Holder's right either to require prompt payment when due of all other sums payable hereunder or to exercise any of Holder's rights, powers or remedies hereunder. A waiver of any right on one occasion shall not be construed as a waiver of Holder's right to insist thereafter upon strict compliance with the terms hereof without previous notice of such intention being given to Maker, and no exercise of any right by Holder shall constitute or be deemed to constitute an election of remedies by Holder precluding the subsequent exercise by Holder of any or all of the rights, powers and remedies available to it hereunder or at law or in equity. Maker expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with, the foregoing. Maker consents to any and all renewals and extensions in the time of payment hereof without in any way affecting the liability of Maker or any person liable or to become liable with respect to any indebtedness evidenced hereby. No extension of the time for the payment of this Note or any installment due hereunder made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the liability of Maker or any other person liable under this Note, either in whole or in part, unless Holder agrees otherwise in writing.

12. **Collection Costs and Expenses.** Maker shall pay any and all costs, fees and expenses (including court costs and attorneys' fees) incurred by Holder in enforcing this Note

and collecting or attempting to collect any amount that becomes due hereunder, or otherwise incurred by Holder in connection with this Note. Holder, in Holder's sole discretion, shall have the right to treat any such enforcement or collection costs as additional interest under this Note.

13. **Usury.** The parties intend to comply with applicable usury law; accordingly, notwithstanding any provision to the contrary herein, no provision hereof shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law to be paid by or collected from Maker. If any excess interest in such respect is paid or provided for or shall be adjudicated to be so paid or provided for herein, then (a) the provisions of this section shall govern any other provision hereof, (b) neither Maker nor any other party shall be obligated to pay interest hereon in excess of the maximum amount permitted by applicable law, and the same shall be construed as a mutual mistake of the parties hereto, and (c) any such excess interest which may have been collected shall be, at the option of Holder, either applied against the then unpaid principal amount hereof or refunded to Maker.

14. **Notices.** All notices, requests, demands and other communications with respect hereto shall be in writing and shall be delivered by hand, sent prepaid by air courier or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses designated on page 1 of this Note. Any notice, request, demand or other communication delivered or sent in such manner shall be deemed given or made (as the case may be) when actually delivered to the intended recipient. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, demand or other communication sent. Maker or Holder may change its address by notifying the other party of the new address in any manner permitted by this section.

15. **Amendments Only in Writing.** This Note or any provision hereof may be waived, changed, modified or discharged only by an agreement in writing signed by Maker and Holder.

16. **Unconditional Payment.** If at any time any payment received by Holder hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any bankruptcy, insolvency or other debtor relief law, then the obligation to make such payment shall survive any cancellation or satisfaction of this Note or return thereof to Maker and shall not be discharged or satisfied with any prior payment thereof or cancellation of this Note, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand.

17. **General.**

(a) This Note shall be interpreted, construed and enforced according to the laws of the State of Minnesota without regard to its conflicts of laws provisions.

(b) Time is of the essence with respect to this Note and each payment date stated or described in this Note. Except as expressly set forth in this Note, or in a written waiver

that may be granted by Holder, there are no grace periods and no extensions of time for payment with respect to this Note, and no grace periods or extensions shall be construed to exist.

(c) Holder and Maker acknowledge and agree that this Note (i) is evidence of commercial debt financing, and (ii) does not relate to any offering of securities and is not an investment contract.

(d) The terms and provisions hereof shall be binding upon and inure to the benefit of Maker and Holder and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether by voluntary action of the parties or by operation of law. As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether by voluntary action of the parties or by operation of law.

(e) All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

(f) This Note contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. All provisions in this Note are severable. Each valid and enforceable provision shall remain in full force and effect, regardless of any official or formal determination that declares certain provisions of this Note to be invalid or unenforceable. If any provisions of this Note or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Note and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

(g) Captions, headings, titles of articles and sections are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. Terms such as "hereby," "hereto," and any similar references shall be deemed to refer to this Note as a whole, rather than to any particular provision.

(h) This Note is secured by, among other things that certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement Financing Statement and Fixture Filing (the "**Mortgage**") dated of even date herewith, executed by Maker for the benefit of Holder and Reliance Trust Company, encumbering certain real property located in Madison County, Indiana, as more particularly described in the Mortgage. The execution and delivery of this Note shall not constitute a novation or discharge of (i) the indebtedness evidenced by the Original Note, which indebtedness shall continue in full force and effect, as expressly modified by this Note, and (b) the lien, encumbrance or security title of the Original Mortgage (as defined in the Loan Agreement), which shall retain its priority as originally filed for record.

***{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.}***



**IN WITNESS WHEREOF**, Maker has caused this Note to be duly executed, sealed and delivered to the Holder, in its corporate name, by and through its duly authorized officer as of the day and year first above written.

**MAKER:**

**MADISON PARK CHURCH OF GOD, INC.,**  
an Indiana non-profit corporation

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

STATE OF \_\_\_\_\_ )  
 ) ss:  
CITY/COUNTY \_\_\_\_\_ )

On \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Madison Park Church Of God, Inc., an Indiana non-profit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed above and voluntarily acknowledged this instrument in his capacity on behalf of the corporation.

WITNESS my hand and official seal.

**Notary Public**

My Commission Expires: \_\_\_\_\_



**Exhibit "D" To Plan**

**CROSS-REFERENCE INSTRUMENT NO. 2007016042**

**AMENDED AND RESTATED MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT,  
FINANCING STATEMENT AND FIXTURE FILING**

**THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING** (herein "Instrument") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Mortgagor/Grantor, **MADISON PARK CHURCH OF GOD, INC.**, whose address is 2200 Madison Square, Anderson, Indiana 46011 (herein "Borrower"), **OSK I, LLC**, a Minnesota limited liability company ("OSK"), whose address is 4121 West 50<sup>th</sup> Street, Edina, Minnesota 55424, and **RELIANCE TRUST COMPANY**, as Trustee for First Mortgage Bondholders, a bank and trust company organized and existing under the laws of the State of Georgia, whose address is 1100 Abernathy Road, 500 Northpark, Suite 400, Atlanta, Georgia 30328-5646. OSK and Reliance Trust Company are herein collectively referred to as the "Lenders."

WHEREAS, Borrower executed and delivered to Reliance Trust Company and San Joaquin Bank that certain Mortgage, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing dated August 13, 2007 and recorded August 23, 2007 as Instrument No. 2007016042 in the office of the Recorder of Madison County, Indiana (the "Original Instrument");

WHEREAS, the indebtedness of Borrower to San Joaquin Bank secured by the Original Instrument is now held by OSK pursuant to that certain Assignment of Loan and Liens executed by Citizens Business Bank, a California corporation, as successor to San Joaquin Bank via acquisition from the Federal Deposit Insurance Corporation pursuant to that certain Purchase and Assumption Agreement dated October 16, 2009, which Assignment of Loan and Liens was recorded as Instrument No. 2012R011038, on July 19, 2012 in the Office of the Recorder of Madison County, Indiana;

WHEREAS, on July 12, 2013, the Borrower filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Court"), as Case No. 13-07430-RLM-11, and an order confirming its Chapter 11 Plan of Reorganization (the "Plan") was entered by the Court on \_\_\_\_\_, 2013;

WHEREAS, pursuant to the Plan, the Borrower has restructured the indebtedness owing OSK and the Trustee secured by the Original Instrument; and

WHEREAS, Borrower is indebted to Lenders in the aggregate principal sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_), which indebtedness is evidenced by Borrower's \$\_\_\_\_\_ Promissory Note with OSK dated \_\_\_\_\_, 2013, providing for payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_, 2\_\_\_\_, and evidenced by Borrower's Trust Indenture in the amount of \$\_\_\_\_\_ for the benefit

of certain Bondholders of 2013 Series A First Mortgage Bonds dated \_\_\_\_\_, 2013, as defined in that certain Amended and Restated Agreement Between Lienholders dated \_\_\_\_\_, 2013, attached hereto as Exhibit "C" and incorporated herein by reference thereto.

TO SECURE TO RELIANCE TRUST COMPANY, as Trustee for First Mortgage Bondholders, 2013 Series A (a) the repayment of the indebtedness evidenced by Borrower's bonds dated \_\_\_\_\_, 2013 (herein "Bonds") in the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with interest thereon, issued pursuant to an Amended and Restated Trust Indenture (the "Trust Indenture") dated \_\_\_\_\_, 2013 between Borrower as Issuer thereunder and Reliance Trust Company as Trustee thereunder, which Trust Indenture provides for payments by Issuer into a sinking fund maintained by Trustee's disbursement agent and/or paying agent for periodic payments to the holders of the Bonds of principal and interest on the Bonds, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_, 20\_\_\_\_, and all renewals, extensions and modifications thereof; (b) the payment of all other sums including, but not limited to, the repayment of any future advances, with interest thereon, including without limitation amounts advanced in accordance herewith to protect the security of this Instrument and amounts described in Section 18 and Section 26(f) of this Instrument (the "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in the Trust Indenture; and (d) the performance of the covenants and agreements of Borrower herein contained, AND ALSO TO SECURE TO OSK (a) the repayment of the indebtedness evidenced by Borrower's Promissory Note dated \_\_\_\_\_, 2013 (the "Note") in the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) between Borrower and OSK providing for payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_, 20\_\_\_\_ and all renewals, extensions and modifications thereof; (b) the payment of all other sums including, but not limited to, the repayment of any Future Advances, with interest thereon; and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower in consideration of the indebtedness herein recited, irrevocably does hereby MORTGAGE AND WARRANT, assign, transfer, and grant a security interest in, to Lenders, the property located in Madison County, State of Indiana, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents (subject, however, to the assignment of rents to Lenders herein), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pews, altars, organs, pictures, antennas, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) now owned or hereafter acquired including but not limited to the property described on Exhibit "B" attached hereto and incorporated herein by this reference; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument, and all of the foregoing, together with said property are herein referred to as the "Property;" all interest of Borrower in (1) other tangible personal property of any nature whatsoever located in or upon the real property and (2) intangible personal property relating to the development, use or operation of the real property including, but not limited to, all inventories, accounts, accounts receivable, contract rights, chattel paper, leases (subject, however, to the assignment of rents to Lenders herein), instruments, deposits, monies due and to become due (including guaranties and security for the payment of same) and all proceeds, benefits and claims arising as a result of loss in

value of the property or damage to any improvements therein or thereupon (including, but not limited to, insurance proceeds, awards for condemnation and causes of action against third persons or entities).

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property (and if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in the Title Insurance Policy.

**Covenant.** Borrower and Lenders covenant and agree as follows:

**Definition.** "Loan Documents" means the Note, this Instrument, the Trust Indenture, the Amended and Restated Agreement Between the Lien Holders among the Borrower and the Lenders of even date herewith, and any other documents now or in the future executed by Borrower or any other person in connection with the loan evidenced by the Note, and the Bonds and the Trust Indenture as such documents may be amended from time to time.

**Uniform Covenants.** Borrower and Lenders covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due all obligations to the Lenders as evidenced by the Loan Documents, including, but not limited to, the sinking fund payments as provided in the Trust Indenture, the principal of and interest on the indebtedness evidenced by the Bonds, any prepayment and late charges provided in the Trust Indenture and all other sums secured by this Instrument and/or any of the remaining Loan Documents, including any renewals, extensions, advances under or modifications thereof (collectively, the "Obligations").

2. **TRUST INDENTURE.** Borrower shall comply with the covenants and conditions of the Trust Indenture which is hereby incorporated by this reference and made a part hereof.

3. **CONDEMNATION.** Borrower shall promptly notify Lenders of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lenders in writing. Borrower authorizes Lenders, at Lenders' option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lenders' or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lenders subject, if this Instrument is on a leasehold, to the rights of lessor under the ground lease. Borrower authorizes Lenders to apply such awards, payments, proceeds or damages, after the deduction of Lenders' expenses incurred in the collection of such amounts as provided in the Trust Indenture.

4. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lenders may, at Lenders' option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lenders' part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness of any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination

agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Bonds or change the amount of the monthly installments payable thereunder. Any actions taken by Lenders pursuant to the terms of this paragraph 4 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lenders a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lenders' option, for any such action if taken at Borrower's request.

5. **FORBEARANCE BY LENDERS NOT A WAIVER.** Any forbearance by Lenders in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy. The acceptance by Lenders of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lenders' right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lenders shall not be a waiver of Lenders' right to accelerate the maturity of the indebtedness secured by this Instrument, nor shall Lenders' receipt of any awards, proceeds or damages under paragraph 3 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

6. **ESTOPPEL CERTIFICATE.** Borrower shall, within ten days of a written request from Lenders, furnish Lenders with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

7. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lenders a security interest in said items. Borrower agrees that Lenders may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lenders, upon Lenders' request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lenders may request to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lenders may reasonably require. Without the prior written consent of Lenders, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lenders shall have the remedies of a secured party under the Uniform Commercial Code and, at Lenders' option, may also invoke the remedies provided in paragraph 13 of this Instrument as to such items. In exercising any of said remedies, Lenders may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lenders' remedies under the Uniform Commercial Code or of the remedies provided in paragraph 13 of this Instrument.

8. **REMEDIES CUMULATIVE.** Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

9. **NOTICE.** Except for any notice required under applicable law to be given in another manner, all notices (including a statement of taxes assessed on real property), requests, demands, waivers, or other communications given as provided in this Instrument or in the Bonds will be in writing, and unless otherwise specifically provided in this Instrument, will be deemed to have been given: (i) if delivered in person, upon delivery, or (ii) if mailed by certified or registered mail, postage prepaid, and addressed to Borrower or Lenders at the addresses provided below on the second business day after deposit in the United States mail if addressed to an address located within the same state in which the notice is being mailed or on the third business day after deposit in the United States mail if addressed to an address located within a state other than the state in which the notice is being mailed, or (iii) if sent by overnight express delivery service, enclosed in a prepaid envelope and addressed to Lenders or Borrower at the addresses provided below, on the first business day after deposit with the service, or (iv) if sent by tested telex, telegram, telecopy, or other form of rapid transmission confirmed by mailing (as provided in this paragraph), at substantially the same time as the rapid transmission. Lenders or Borrower may change its respective address as provided in this paragraph by giving written notice of the change as provided in this paragraph. The addresses for notice are:

(1) **NOTICE TO BORROWER:**

Madison Park Church of God, Inc.  
2200 Madison Square  
Anderson, Indiana 46011  
Attention: Senior Pastor

(2) **NOTICE TO LENDERS:**

Reliance Trust Company  
Trustee for First Mortgage Bondholders, 2007 Series A  
1100 Abernathy Road  
500 Northpark, Suite 400  
Atlanta, Georgia 30328-5646  
Attention: Kathy Knapp, Vice President

and

OSK I, LLC  
4121 West 50<sup>th</sup> Street  
Edina, Minnesota 55424  
Attention: Adam Bernier, COO

10. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS, CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lenders and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lenders may act through its employees, agents or independent contractors as authorized by Lenders. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

11. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Bonds conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Bonds which



can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Bonds are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Bonds, whether considered separately or together with other charges levied in connection with this Instrument and the Bonds, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lenders in excess of the amounts payable to Lenders pursuant to such charges as reduced shall be applied by Lenders to reduce the principal of the indebtedness evidenced by the Bonds. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Bonds and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Bonds. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Bonds.

**12. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDERS IN POSSESSION.** As part of the consideration for the indebtedness evidenced by the Bonds, Borrower hereby absolutely and unconditionally assigns and transfers to Lenders all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lenders or Lenders' agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lenders or Lenders' agents; provided, however, that prior to written notice given by Lenders to Borrower for the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lenders and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided in the Trust Indenture, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lenders that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lenders to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lenders entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lenders shall immediately be entitled to possession of all rents and revenues of the Property as the same become due and payable, including, but not limited to, rents then due and unpaid, and all such rents shall immediately, upon delivery of such notice, be held by Borrower as trustee for the benefit of Lenders only; provided, however, that the written notice by Lenders to Borrower of the breach by Borrower shall contain a statement that Lenders exercise their rights to such rents. Borrower agrees that, commencing upon delivery of such written notice of Borrower's breach by Lenders to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lenders or Lenders' agents on Lenders' written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lenders from exercising its rights under this paragraph 12, and that, at the time of execution of this Instrument, there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lenders such further assignments of rents and revenues of the Property as Lenders may from time to time request.



Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lenders may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lenders' security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lenders elect to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lenders or the receiver shall be entitled to receive a reasonable fee for so managing the Property. Lenders may obtain the appointment of a receiver by a court of competent jurisdiction, upon ex parte application without notice to Borrower, such notice being hereby waived by Borrower, as a matter of right and without regard to the value of the collateral or the adequacy of any security for the sums secured by this Instrument.

All rents and revenues collected subsequent to delivery of written notice by Lenders to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lenders or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lenders shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lenders under this paragraph 12.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lenders for such purposes shall become indebtedness of Borrower to Lenders secured by this Instrument. Unless Lenders and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lenders to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Bonds or the Trust Indenture, as may be applicable, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lenders or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lenders under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lenders.

**Non-Uniform Covenants.** Borrower and Lenders further covenant and agree as follows:

13. **ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, or of any of the Loan Documents, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, or of any of the Loan Documents, if such breach continues for a period of ten (10) days, Lenders at Lenders' option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke any other remedies permitted by applicable law or provided herein. Lenders shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fee, litigation expenses, costs of documentary evidence, abstracts and title reports.

Lenders shall have all remedies set forth in paragraph 7, paragraph 12, and any other provision of this Instrument, or set forth in any of the other Loan Documents, or provided by applicable law, and, in addition, Lenders shall have the following remedies.

Lenders may immediately commence an action to foreclose this Instrument or to specifically enforce its provisions or any of the indebtedness secured hereby pursuant to the statutes in such case made and provided and sell the Property or cause the Property to be sold in accordance with the requirements and procedures provided by said statutes in a single parcel or in several parcels at the option of Lenders.

In the event foreclosure proceedings are instituted or filed by Lenders, all expenses incident to such proceedings, including, but not limited to, attorneys' fees and costs, shall be paid by Borrower and secured by this Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. The secured indebtedness and all other obligations secured by this Instrument, including, without limitation, reasonable attorneys' fees and any other amounts due and unpaid to Lenders under the Loan Documents, may be bid by Lenders in the event of a foreclosure sale hereunder.

Lenders may proceed by suit or suits, at law or in equity, to enforce the payment of the indebtedness secured hereby or the other obligations of Borrower hereunder or pursuant to the Loan Documents, to foreclose the liens and security interests of this Instrument as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction. In the event of a judicial sale pursuant to a foreclosure decree, it is understood and agreed that Lenders or their assigns may become the purchaser of the Property or any part thereof. This remedy shall be cumulative of any other non-judicial remedies available to the Lenders with respect to the Loan Documents. Proceeding with the request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available non-judicial remedy of the Lenders.

14. **RELEASE.** Upon payment of all sums secured by this Instrument, Lenders shall release the lien of this Instrument. Borrower shall pay Lenders' reasonable costs incurred in so releasing the Property.

15. **PARTIAL RELEASE.** It is hereby agreed and understood that it is the intention of the Borrower to market and sell the 2604 North Scatterfield Road Property, the 2200 Madison Avenue Property and the 136 acres of excess land, all as more particularly described in Exhibit "D" attached hereto and made a part hereof (the "Sale Property"). Lenders agree to provide partial releases of this Instrument upon the closing of a sale on each of the foregoing properties in the event the Borrower accepts a purchase offer in which the gross purchase price for such property equals or exceeds 75% of the Appraised Value (as defined below and subject to payment of usual and customary closing costs and prorations) (the "Minimum Purchase Price").

For the period ending December 31, 2014 Appraised Value means (i) with respect to the 2604 North Scatterfield Road Property, \$915,000; (ii) with respect to the 2200 Madison Avenue Property, \$610,000; and (iii) with respect to the 136 acres of excess land, \$1,224,000 or \$9,000 per acre. For the period beginning January 1, 2015 through December 31, 2016 Appraised Value shall mean the value determined by new appraisals of all or any of parcels (i), (ii) or (iii) above which have not sold. Appraisals shall be performed by an appraiser approved by the Borrower and the Lenders. In the event the Borrower desires to accept an offer which does not meet the Minimum Purchase Price or which is made by a Related Party (defined below), the Borrower shall have the authority to sell the foregoing real estate in arms-length good faith transactions for any reasonable price after obtaining the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed, and upon closing on such sales the Lenders agree to provide partial releases of this Instrument. When a portion of the real estate is liquidated and the net proceeds are distributed at any time prior to December 31, 2016, the amounts to be distributed to OSK and

Reliance Trust Company shall be as follows:

<u>Purchase Price</u>	<u>OSK</u>	<u>Reliance Trust Company</u>
90% or more of Appraised Value	75%	25%
85% to less than 90% of Appraised Value	73.5%	26.5%
80% to less than 85% of Appraised Value	72%	28%
Less than 80% of Appraised Value	70%	30%

Net sale proceeds from the sale of any of the Sale Property received after December 31, 2016 shall be distributed to OSK and Reliance Trust Company on a pro rata basis based on the amounts of the respective debts then owed to each by the Borrower.

In the event any of the Sale Property has not been sold by June 30, 2016, the Borrower may proceed to auction such properties through the services of an auctioneer approved by the Borrower and the Lenders. The Lenders reserve the right to credit bid; provided, however, that such credit bid must be jointly made by OSK and Reliance Trust Company based on their pro rata share of the outstanding balance owed to each by the Borrower.

Related Party means any officer, director or elder of the Borrower and any entity in which such person maintains ownership or control.

16. **REQUEST FOR NOTICES.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower at Borrower's address stated herein.

17. **STATEMENT OF OBLIGATION.** Lenders may collect a fee not to exceed the maximum allowed by applicable law for furnishing a statement of obligation. If no maximum is stated by applicable law, the fee for furnishing such statement shall be \$100.00.

18. **FUTURE ADVANCES.** Upon request of Borrower, Lenders, at Lenders' options so long as this Instrument secures indebtedness held by Lenders, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes/indentures stating that said notes/indentures are secured hereby or when advanced to protect the security of this Instrument, or when otherwise described in Section 26(f) hereof, and shall be entitled to the benefits of Section 26(f).

19. **COUNTERPARTS.** This Instrument may be simultaneously executed and delivered in counterpart each, as an original, shall constitute one and the same Instrument.

20. **CONFLICT.** In the event of conflict between the terms, covenants and conditions of the Trust Indenture and this Instrument, the terms of this Instrument shall control.

21. **ATTORNEY'S FEES.** As used in this Instrument and in the Trust Indenture and Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by a court of competent jurisdiction.

22. **LEGAL CAPACITY.** All parties signing the within instrument have declared themselves to be of full legal capacity.

23. **WAIVER OF STATUTE OF LIMITATIONS.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document, the Bonds or the Trust Indenture.

24. **WAIVER OF TRIAL BY JURY.** TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND LENDERS EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDERS THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OR RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

25. **DUE ON SALE PROVISION.** EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE TRUST INDENTURE, IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN THE PROPERTY IS SOLD OR TRANSFERRED (OR IF A BORROWER IS NOT A NATURAL PERSON AND A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) WITHOUT LENDERS' PRIOR WRITTEN CONSENT, LENDERS MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS MORTGAGE TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF LENDERS EXERCISE THE OPTION TO REQUIRE IMMEDIATE PAYMENT IN FULL, LENDERS SHALL GIVE BORROWER NOTICE OF ACCELERATION. THE NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN THIRTY (30) DAYS FROM THE DATE THE NOTICE IS FORWARDED WITHIN WHICH BORROWER MUST PAY ALL SUMS SECURED BY THIS MORTGAGE. IF BORROWER FAILS TO PAY THESE SUMS PRIOR TO THE EXPIRATION OF THE PERIOD, LENDERS MAY INVOKE ANY REMEDIES PERMITTED BY THIS MORTGAGE AND APPLICABLE LAW.

26. **STATE SPECIFIC PROVISIONS.**

(a) In the event of any inconsistency between the terms and conditions of this Section 26 and the other terms and conditions of this Instrument, the terms and conditions of this Section 26 shall control and be binding.

(b) The last installment or final payment upon maturity of the indebtedness secured by this Instrument becomes due and payable not later than \_\_\_\_\_, 20\_\_\_\_.

(c) Each of the Obligations is payable without relief from valuation and appraisal laws.

(d) Where any provision of this Instrument is inconsistent with any provision of Indiana law regulating the creation, perfection, priority or enforcement of a lien or security interest in, and the warranties of title to, real or personal property located in the State of Indiana, Lenders shall be entitled to all rights and remedies that a lender would have under Indiana law or in equity including, but not by way of limitation, IC 32-29-7, IC 32-30-10, IC 32-30-5, and the Uniform Commercial Code as adopted in the State of Indiana (the "UCC") (such laws, as amended, modified and/or recodified from time to time are collectively referred to herein as, the "Applicable Law"). In the event of any inconsistency between the provisions of this Instrument and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of this Instrument, but shall not invalidate or render unenforceable any other provisions of this Instrument that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Instrument shall grant to Lenders any rights or remedies upon default of the Borrower which is more limited than the rights that would otherwise be vested in the Lenders under Applicable Law in the absence of said provision, Lenders shall be vested with the rights and remedies granted under Applicable Law. Notwithstanding any provision in this Instrument relating to a power of sale or other provision for sale of the Property upon default other than under a judicial proceeding, any sale of the Property pursuant to this Instrument will be made subject to and as permitted by Applicable Law.

(e) The Borrower represents and warrants that the Property is not "property" (as that term is defined in IC 13-11-2-174) for purposes of the Indiana Responsible Property Transfer Law (IC 13-25-3).



(f) This Instrument shall secure all of the Obligations including all future advances of every kind and whenever occurring, whether made as an obligation or made at the option of Lenders, including but not limited to advances made after a reduction to a zero or other balance, or made otherwise; provided, however, that the maximum amount of the Obligations secured by this Instrument outstanding at any time, including future advances, shall not exceed \$ \_\_\_\_\_, such maximum amount being stated herein pursuant to and in accordance with IC 32-29-1-10. This Instrument shall further secure all modifications, extensions, and renewals of any Obligation secured by this Instrument. Pursuant to IC 32-29-1-10, the lien of this Instrument with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Instrument otherwise would be entitled as of the date this Instrument is executed and recorded without regard to the fact that any such future advance, modification, extension or renewal may occur after this Instrument is executed.

(g) Anything contained in this Instrument to the contrary notwithstanding, no waiver made by the Borrower in this Instrument or in any of the other terms and provisions of the Loan Documents shall be deemed to constitute a waiver by the Borrower of the time limitations on issuance of process under a judgment or decree of foreclosure set out in IC 32-29-7-3 or a waiver or release by the Lenders or any judgment holder of the Obligations of the right to seek a deficiency judgment against the Borrower, or any other person or entity who may be personally liable for the Obligations as provided in IC 32-29-7-5, which right to seek a deficiency judgment is hereby reserved, preserved, and retained by the Lenders, subject to the limitations on recourse set forth in the Note.

(h) The Debt secured hereby shall include all judgments or final decrees rendered to collect any indebtedness of Borrower to Lenders and/or enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities covenants, agreements, and any other obligations and liabilities of the Borrower under this Instrument or any or all of the other Loan Documents. The obtaining of any judgment by any Lender (other than a judgment foreclosing this Instrument) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Instrument upon the Property or any part thereof, or any liens, powers, rights and remedies of Lenders hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

(i) To the extent the laws of the State of Indiana limit (i) the availability of the exercise of any of the remedies set forth in the Instrument, including without limitation the remedies involving a power of sale on the part of Lenders and the right of Lenders to exercise self-help in connection with the enforcement of the terms of this Instrument, or (ii) the enforcement of waivers and indemnities made by Borrower, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Instrument to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Instrument.

(j) If an Event of Default shall occur under this Instrument, then in addition to having any other right or remedy available at law or in equity, Lenders shall have the option pursuant to IC 26-1-9.1-604 of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Property that is not real property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Property in accordance with Lenders' rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply).

(k) Without limiting the scope of the assignment of rents contained in the Instrument, the assignment of rents set forth therein shall constitute an assignment of rents as set forth in IC 32-21-4-2 and thereby creates a security interest in the rents that will be perfected upon the recording of this Instrument.

(l) It is intended that as to the Fixtures that are part of the Property hereby mortgaged, this Instrument shall be effective as a continuously perfected financing statement filed as a fixture filing from the date of the filing of this Instrument for record with the Recorder of Madison County, Indiana, pursuant to IC 26-1-9.1-502 and 26-1-9.1-515. This information is provided in order that this Instrument shall comply with the requirements of the UCC, for a mortgage instrument to be filed as a financing statement. The Borrower is the "Debtor" and its name and mailing address are set forth in Preamble of this Instrument. The "Secured Party" is the Lender and its name and mailing address from which information concerning the security interest granted herein may be obtained are as set forth in Preamble of this Instrument. A statement describing the portion of the Property comprising the fixtures hereby secured is set forth in the description of Property herein contained. Borrower's organizational number is 35-6005926.

(m) Borrower hereby authorizes Lenders, to the extent permitted by applicable law, to file financing statements covering the security interest of Lenders in the Collateral.

(n) If, after the date of this Instrument, Borrower acquires any property located on and used in connection with the Property and that by the terms of this Instrument is required or intended to be encumbered by this Instrument, the property shall become subject to the lien and security interest of this Instrument immediately upon its acquisition by Borrower and without any further mortgage, conveyance, assignment or transfer. Nevertheless, upon Lenders' request at any time, Borrower will execute, acknowledge and deliver any additional instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out the intent of this Instrument.

1821141v6



IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed and sealed by its representative thereunto duly authorized.

**BORROWER:**  
MADISON PARK CHURCH OF GOD, INC.,  
an Indiana not for profit corporation

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MADISON                )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Madison  
Park Church of God, Inc., ( ) personally known to me - OR - ( ) proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My Commission Expires:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Resident of \_\_\_\_\_ County

This instrument prepared by Marlene Reich, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500,  
Indianapolis, IN 46204.

When recorded mail to: Kathy E. Knapp, Reliance Trust Company, 1100 Abernathy Road, 500 Northpark,  
Suite 400, Atlanta, Georgia 30328-5646.

**I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security  
number in this document, unless required by law. Marlene Reich**

## LEGAL DESCRIPTION

## Exhibit "A" To Mortgage

PARCEL I: (Commonly known as: 2604 N. State Road 9, Anderson)

Commencing at a point in the centerline of School Street which is 30.0 feet North and 1923.42 feet East of the Southwest corner of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, said point also being the intersection of the centerline of State Road 109 as of February 22, 1973 and the centerline of School Street; thence North 29 degrees 02 minutes 00 seconds West 1196.94 feet along the centerline of said State Road 109 to a point where said centerline intersects the centerline of Rainbow Boulevard; thence North 89 degrees 42 minutes 44 seconds East 278.18 feet along the centerline of said Rainbow Boulevard to the point of beginning of a curve to the left whose radius is 702.83 feet and tangent length is 100.0 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 73 degrees 31 minutes 00 seconds East 366.87 feet along said tangent (centerline of Rainbow Boulevard) to the point of beginning of a curve to the right whose radius is 702.64 feet and tangent length is 100.00 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 89 degrees 43 minutes 00 seconds East 146.74 feet along said tangent (centerline of Rainbow Boulevard) to a point on the West line of Tract "D" in Tract 2 as shown on the plat of Salyer's Golden Acres, Tracts 1 and 2 a Subdivision in Richland Township as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana; thence South 00 degrees 19 minutes 00 seconds East 375.00 feet to the Southwest corner of said Tract "D"; thence North 89 degrees 44 minutes 31 seconds East 300.56 feet along the South line of said Tract "D" to the Northwest corner of Tract "H" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 16 minutes 14 seconds West 326.89 feet along the West line of Tract "H" and Tract "I" in said Tract 2 to a point on the Northerly line of Iroquois Street, said point also being a non tangent point on a curve; said point being North 56 degrees 39 minutes 57 seconds East 181.26 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 93.22 feet to the end of said curve, said point being North 27 degrees 11 minutes 56 seconds East 181.26 feet from the radius point of said curve; thence North 55 degrees 42 minutes 20 seconds West 40.31 feet along the Northerly line of Iroquois Street; thence North 62 degrees 48 minutes 04 seconds West 37.29 feet along the Northerly line of Iroquois Street to the point of beginning of a curve, said point being North 27 degrees 11 minutes 56 seconds East 88.94 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 31.58 feet to the point of tangency of said curve, said point being North 06 degrees 51 minutes 11 seconds East 88.94 feet from the radius point of said curve; thence North 83 degrees 08 minutes 49 seconds West 180.79 feet along the Northerly line of Iroquois Street; thence South 06 degrees 51 minutes 11 seconds West 40.00 feet to a point on the South line of Iroquois Street; thence South 83 degrees 08 minutes 49 seconds East 54.52 feet along the South line of Iroquois Street to the Northwest corner of a tract of ground recorded in Deed Record 489, page 418 in the Recorder's Office of Madison County, Indiana; thence South 01 degree 28 minutes 24 seconds West 347.79 feet to a point on the North line of Tract "L" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 89 degrees 04 minutes 04 seconds West 329.10 feet along the North line of Tracts "L", "K" and "J" to the Northwest corner of said Tract "J", all in Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 15 minutes 56 seconds West 238.71 feet along the West line of said Tract "J" and said West line of extended South to a point in the centerline of School Street; thence South 89 degrees 04 minutes 04 seconds West 254.37 feet measured (254.58 feet plat) along said centerline of School Street to the point of beginning; being a part of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, which is included in Salyer's Golden Acres, Tracts 1 and 2, a Subdivision in Richland Township, as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana.

**PARCEL II: (Commonly known as: 1400 N. Broadway, Anderson ) (Dove Harbour)**

**LOTS NUMBERED 9, 10, 11, 12, 56, 57, 94, 95 AND 96, ALL IN OAKDALE ADDITION TO NORTH ANDERSON, IN THE CITY OF ANDERSON, AS RECORDED IN PLAT BOOK 5, PAGE 17, IN THE RECORDS OF MADISON COUNTY, INDIANA.**

**PARCEL III: MADISON PARK (South Anderson off Columbus Avenue)  
Commonly known as 6500 S. Columbus Avenue**

**TRACT I:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 1210.26 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 895.50 feet along the East line of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 56 minutes 38 seconds West 843.00 feet; thence North 00 degrees 36 minutes 38 seconds East 762.00 feet to the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East along said South right-of-way line 844.76 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 16 acres, more or less.**

**PARCEL III TRACT II:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 2105.76 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 572.21 feet to the Southeast corner of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 09 minutes 38 seconds West 1718.57 feet to the Southwest corner of the Southwest Quarter of said Section 31; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the West line of said Section 31 to a point on the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East 884.93 feet along the South line of said Interstate Highway 69; thence South 00 degrees 36 minutes 38 seconds West 762.00 feet; thence North 89 degrees 56 minutes 38 seconds East 843.00 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 36.94 acres, more or less.**

**PARCEL III TRACT III**

**Commencing at a point 660.00 feet East and 1537.67 feet South of the Northwest corner of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East, said point being on the South right-of-way line of Interstate Highway #69 and also on the West line of the East half of the East half of the Southeast Quarter of said Section 36; continue thence South 00 degrees 26 minutes 08 seconds West 1121.28 feet to the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 36; thence North 88 degrees 38 minutes 43 seconds East 669.14 feet to the Southeast corner of the Southeast Quarter of said Section 36; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the East line of the Southeast Quarter of said Section 36 to a point on the South right-of-way line of Interstate Highway 69; thence South 80 degrees 51 minutes 38 seconds West 343.57 feet along said right-of-way line to a point of beginning of a curve to the left whose radius is 11359.2 feet; thence continue along the South right-of-way line along the above mentioned curve 337.35 feet to the place of beginning.**

Being a part of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East and containing 18.13 acres, more or less.

**PARCEL III      TRACT IV**

Beginning at the Southwest corner of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and running thence North along the West line of said East-half, a distance of 1481.5 feet to the Southerly right-of-way line of Interstate Route I-69, thence Northeasterly along said right-of-way line, a distance of 836.7 feet to the centerline of State Road No. 109, thence Southeasterly along said centerline, a distance of 1617 feet to the South line of said Section 31, thence West along said South line 1189 feet to the place of beginning.

Being a part of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East, and containing 35.62 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 726)**

Beginning at the Northeast corner of the Northwest Quarter of Section 6, Township 19 North, Range 8 East. Also being the Southeast corner of the owners land; thence North 88 degrees 15 minutes 10 seconds West (all bearings in this description are based on the centerline of County Road 100 East per project No. I-69-1(19)25, 1960. Having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the South line of said Southwest Quarter. Also being the South line of the owner's land a distance of 38.12 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 115.89 feet; thence North 77 degrees 57 minutes 30 seconds East a distance of 20.00 feet to the centerline of State Road 109; thence South 11 degrees 22 minutes 52 seconds East a distance of 123.50 feet to the point of beginning, and containing 0.079 acre, more or less, of which 0.060 acre, more or less, is presently being used as public right-of-way.

**ALSO EXCEPT: (INSTRUMENT NO. 200400451)**

Commencing at the Southwest corner of the East half of the Southwest quarter of said Section 31, said point being the Southwest corner of a tract of land described as parcel A-4 (North Anderson Church of God) described in Instrument number 200100308, records of Madison County, Indiana; thence North 00 degrees, 54 minutes, 10 seconds West (assumed bearing) 1487.26 feet along the West line of the East half of said Southwest quarter and the West line of said tract of land to the Northwest corner of said tract of land, said point being on the South limited access right-of-way line of Interstate Number 69; thence North 79 degrees, 59 minutes, 13 seconds East 94.59 feet along said limited access right-of-way line and North line of said tract of land; thence North 81 degrees, 33 minutes, 25 seconds East 197.02 feet along said limited access right-of-way line and North line of said tract of land to the POINT OF BEGINNING OF THIS DESCRIPTION; thence continue North 81 degrees, 33 minutes, 25 seconds East 544.10 feet along said limited access right-of-way line and North line of said tract of land to the Northeast corner of said tract of land, said point being in the former centerline of Columbus Avenue; thence South 13 degrees, 28 minutes, 24 seconds East 411.00 feet along the East line of said tract of land and said former centerline; thence South 76 degrees, 31 minutes, 36 seconds West 542.00 feet; thence North 13 degrees, 28 minutes, 24 seconds West 458.71 feet parallel with the East line of said tract of land and former centerline of Columbus Avenue to the point of beginning; containing 5.410 acres, more or less. Description taken from survey by Bradley A. Rayl, registered land surveyor No.S0067, dated March 6, 2002.

**PARCEL III      TRACT V**

The North half of the fractional Northwest Quarter of Section 6, Township 18 North, Range 8 East, and 25 acres off the North side of the Southeast Quarter of the Northwest Quarter and the East half of the

Southwest Quarter of the Northwest Quarter of said Section 6, containing in all 91.90 acres, more or less.

EXCEPT: (DEED RECORD 636 PAGE 288)

Beginning at the Northeast corner of said Northwest Quarter, Also being the Northeast corner of the Owner's land, thence South 00 degrees 20 minutes 21 seconds East (all bearings in this description are based on the centerline of County Road 100 East per Project Number I-69-1(19)25, 1960, having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the East line of the said Northwest Quarter being the East line of the Owner's Land, Also being the centerline of State Road 109, a distance of 931.93 feet; thence South 89 degrees 49 minutes 33 seconds West a distance of 20.00 feet; thence North 04 degrees 32 minutes 25 seconds West a distance of 180.52 feet, thence North 00 degrees 10 minutes 27 seconds West a distance of 604.21 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 149.16 feet to the North line of the said Northwest Quarter, Also being the North line of the Owner's Land, thence South 88 degrees 15 minutes 10 seconds East on and along the North line of the said Northwest Quarter, also being the North line of the Owner's Land a distance of 38.12 feet to the point of beginning, and containing 0.677 acre, more or less, of which 0.433 acre is presently being used as public right-of-way.

**PARCEL III      TRACT VI**

Commencing at a point in the centerline of Main Street Road said point being 720 feet South of the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 7 East, thence East parallel with the North line of said Section 1 a distance of 1330 feet to the East line of Section 1, thence South along said East line a distance of 424 feet to the South line of the Northeast Quarter of Section 1, thence West along said South line a distance of 1331 feet to the center line of Main Road, thence North 396 feet along said centerline to the place of beginning. Being a part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 7 East and containing 12.5 acres more or less.

**PARCEL IV: Commonly known as 2200 Madison Square**

Lot numbered 2 in Madison Square Section One, an Addition to the City of Anderson, Lafayette Township, as recorded in Plat Book 25, pages 24 thru 126, in the records of Madison County, Indiana.

Also, non-exclusive easements for ingress/egress, drainage and utility purposes for the benefit of said lot 2, pursuant to grant of easement recorded in instrument no. 9513587 in the records of Madison County, Indiana.

**Madison County**

**NOTE:** The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

**COMMONLY KNOWN AS:**      2604 NORTH STATE ROAD 9, ANDERSON, IN  
1400 NORTH BROADWAY, ANDERSON, IN  
2200 MADISON SQUARE, ANDERSON, IN  
6500 SOUTH COLUMBUS, ANDERSON, IN

**NOTE:** The street address is shown for identification purposes and for convenience only. It should not be construed as insuring the accuracy of the street address as it relates to the insured premises.



## PERSONAL PROPERTY

### Exhibit "B" To Mortgage

#### DEBTOR:

MADISON PARK CHURCH OF GOD, INC.,  
an Indiana Non-Profit Religious Corporation  
2220 Madison Square  
Anderson, IN 46011

#### SECURED PARTIES:

RELIANCE TRUST COMPANY, a  
Georgia Bank and Trust Company  
1100 Abernathy Road  
500 Northpark, Suite 400  
Atlanta, GA 30325-5646

OSK I, LLC, a Minnesota limited liability  
company  
4121 West 50<sup>th</sup> Street  
Edina, MN 55424

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Land (or the leasehold estate in the event the Land is on a leasehold) or the Improvements thereon, including, but not by way of limitation, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators and related machinery and equipment; all plumbing; and all personal property and fixtures of every kind and character now or at an time hereafter located in or upon the Land or the improvements thereon, or which may now or hereafter be used or obtained in connection therewith, including, without limitation, fixtures, machinery, equipment, appliances, vehicles (excluding Debtor's personal automobiles, if any), building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land or any improvements thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all trade names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or any improvements thereon or any part thereof or are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described herein, and all other interests of every kind and character in all of the real, personal intangible and mixed properties described herein which Debtor may now own or at any time hereafter acquire, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them.

(b) All of the interest of Debtor in all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water

courses, water rights and powers, oil and gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

(c) All income (including but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), rents, issues, royalties, profits, revenues and other benefits of the Land from time to time accruing, all payments under leases or tenancies, proceeds of insurance, condemnation awards and payments and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter collectively referred to as the "Revenues"); reserving only the right to Debtor to collect the Revenues as provided in the Mortgage executed by Debtor in favor of Secured Party.

(d) All construction or development contracts, subcontracts, architectural agreements, labor, material and payment bonds, and plans and specifications relating to the construction of improvements on the Land including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements entered into with contractors, suppliers, materialmen or laborers with respect to construction of improvements on the Land.

(e) If applicable, any and all management contracts, agreements, or other correspondence entered into by and between Debtor and third parties for the management of the collateral secured hereby.

(f) Together with any and all additional items of personal property, furnishings, fixtures, equipment, furniture, trade fixtures, and other items of property not heretofore referenced above, including any and all musical instruments, church pews, chairs, pulpits, podiums, and all other items used in connection with the Debtor and Debtor's functions.

## **Exhibit "C" To The Mortgage**

### **AMENDED AND RESTATED AGREEMENT BETWEEN LIENHOLDERS**

THIS AMENDED AND RESTATED AGREEMENT BETWEEN LIENHOLDERS (this "Agreement") is made and entered into effective as of \_\_\_\_\_, 2013 (the "Effective Date"), by and between RELIANCE TRUST COMPANY, a Georgia Bank and Trust Company, as Trustee for the benefit of the Bondholders of FIRST MORTGAGE BONDS, 2013 SERIES A, having a notice address at 1100 Abernathy Road, 500 Northpark, Suite 400, Atlanta, Fulton County, Georgia 30328 (hereinafter "Trust Agent"), OSK I, LLC, a Minnesota limited liability company, having a notice address at 4121 West 50<sup>th</sup> Street, Edina, Minnesota 55424 (hereinafter "Lender"), and MADISON PARK CHURCH OF GOD, INC., an Indiana non-profit corporation (hereinafter "Borrower") having a notice address at 2200 Madison Square, Anderson, Indiana 46011. This Agreement amends and restates in its entirety that certain Agreement Between Lienholders among Trust Agent, Lender, and Borrower dated as of July 31, 2007.

#### **RECITALS**

A. On or about July 31, 2007, Borrower issued the following bonds: (i) \$11,300,000 of First Mortgage Bonds, 2007 Series A (the "Series A Bonds"), (ii) \$3,835,000 of Subordinate General Mortgage Bonds, 2007 Series B, and (iii) \$2,319,000 of General Obligation Bonds, 2007 Series C ((i), (ii) and (iii) together, the "Bonds"). In connection with the issuance of the Series A Bonds, Borrower executed and delivered to Reliance Trust Company, as Trustee, Disbursement Agent, Paying Agent and Registrar that certain Trust Indenture dated July 31, 2007 (the "Original Indenture").

B. Borrower obtained a loan on July 31, 2007, in the maximum amount of \$11,300,000 (as modified and amended, from time to time, the "Loan") from San Joaquin Bank ("SJB"). To evidence the Loan, Borrower executed and delivered to SJB (i) that certain promissory note dated July 31, 2007, in the original principal amount of \$11,300,000 (as amended, the "Original Note"), (ii) that certain Loan Agreement dated July 31, 2007 (the "Original Loan Agreement"), (iii) and certain other documents evidencing and securing the Loan ((i), (ii) and (iii) together, the "Original Loan Documents"). The proceeds of the Loan were used to purchase the Series A Bonds, which were pledged to SJB as collateral for repayment of the Loan, and SJB was authorized (y) to exercise all rights of the owner with respect to the Series A Bonds and (z) to receive all distributions on the Series A Bonds retained by Borrower until the Original Note was repaid in full.

C. Pursuant to the plan of financing, the Series A Bonds were offered for sale, and as the Series A Bonds were sold, the proceeds were used to repay in part the Loan.

D. To secure the Series A Bonds and the Original Note (together, the "Indebtedness"), Borrower executed that certain Mortgage, Assignment of Rents and Security Agreement, Financing Statement and Fixture Filing dated August 13, 2007, and recorded August 23, 2007, as Instrument No. 2007016042 in the Office of the Recorder of Madison County, Indiana, for the benefit of Trust Agent and SJB (the "Original Mortgage") and certain other documents evidencing and securing the Series A Bonds.

E. As collateral for the Indebtedness, and pursuant to the terms of the Original Mortgage, Borrower mortgaged to Trust Agent and SJB that certain real and personal property more particularly described in the Original Mortgage (collectively, the "Property").

F. Pursuant to the terms of the Bonds, the Original Indenture and the Original Mortgage, Borrower obligated itself to make monthly Sinking Fund Payments (as defined in the Original Indenture) to Trust Agent and, semi-annual distributions of principal and interest on the Bonds to the holders of the Bonds ("Bondholders") with payments on the Series A Bonds retained by Borrower going to SJB, as the holder of the Original Note.

G. In connection with certain regulatory action taken by the FDIC with regard to SJB, Citizens Business Bank ("CBB") became the owner of the Loan and the Original Loan Documents, and subsequently, CBB assigned all of its right, title and interest in the Loan and the Original Loan documents to Lender, which is now the holder of the Original Note and the owner of the Original Loan documents.

H. Trust Agent and Borrower desire to enter into an agreement with Bondholders with Court (defined below) approval, which will restructure the payment obligations of the Bonds, including the Series A Bonds, pursuant to the terms of the Amended Indenture (defined below).

I. Lender and Borrower desire to consent to the Plan (defined below) restructuring and the modification of the Original Note pursuant to the terms of that certain Amended Note (defined below).

J. On July 12, 2013, Borrower filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Court"), as Case No. 13-07430-RLM-11, and a final order (the "Order") confirming Borrower's Chapter 11 plan of reorganization (the "Plan") was entered by the Court on \_\_\_\_\_, 2013. As of the Effective Date, the Order is non-appealable. Under the Plan, the original principal amount of the Series A Bonds will be \$\_\_\_\_\_ (the "Bond Principal") and the original principal amount of the Note will be \$\_\_\_\_\_ (the "Note Principal").

K. Pursuant to the Plan, Borrower has restructured the debt (i) owed to Lender under the Loan and (ii) owed to Bondholders under the Bonds.

L. Contemporaneously with the execution of this Agreement, Borrower has executed and delivered, among other loan documents, the following: (1) that certain Amended and Restated Promissory Note (the "Note") which amends, restates and replaces in its entirety the Original Note; (2) that certain Amended and Restated Trust Indenture (the "Indenture") which amends, restates and replaces in its entirety the Original Indenture; (3) that certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement Financing Statement and Fixture Filing (the "Mortgage"), which amends, restates and replaces in its entirety the Original Mortgage; and (4) that certain Amended and Restated Loan Agreement, which amends, restates and replaces in its entirety the Original Loan Agreement (collectively, the "Amended Documents"). The Mortgage secures on an equal and parity basis both (i) the obligations under the Indenture and (ii) the Loan. Upon payment of the Loan, Lender's interest under the Mortgage will be released.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Lender, Trust Agent and Borrower do hereby agree as follows:

1. Equity of Liens. The parties do hereby agree that Borrower shall execute the Mortgage and other collateral documents related thereto (the "Security Documents") as may be required by Lender or Trust Agent for the benefit of both Lender and Trust Agent and that such Security Documents shall jointly secure both the Note and the Bonds. The Note and the Series A Bonds shall both be secured by a first lien of equal position and parity and shall be governed by the provisions of the Security Documents, or other documents or instruments creating the same, as well as the provisions of this Agreement as hereinafter set forth.

2. Definition of Indebtedness. For purposes of this Agreement, the term "Indebtedness" shall refer to both (i) the Note, and (ii) the Series A Bonds. The interest of Lender and Trust Agent in the Indebtedness shall vary as their respective interests therein may from time to time appear.

3. Application of Sale Property Proceeds. The parties agree that the proceeds of the Sale Property (as defined in the Mortgage) will be used to pay the principal balance and accrued interest, to the extent received, of the Note and the Series A Bonds and will be allocated between the Lender and Trust Agent in the percentages set forth in the Mortgage.

4. Procedures Upon Default. Notwithstanding any provisions to the contrary set forth or contained in (i) the Note, (ii) the Series A Bonds, (iii) the Indenture, or (iv) the Security Documents or other security instrument or document securing the payment of the Indebtedness, in the event of a default by Borrower under any of the terms and provisions of the instruments or legal documents described above, at the election of either Lender or Trust Agent all of the Indebtedness, both the Note and the Series A Bonds, shall become immediately due and payable in full. In the event of a default under either the Loan, the Series A Bonds, or the Indenture, the party holding such defaulted obligation will give written notice to the other party within ten (10) days after learning of such event of default. If either Trust Agent or Lender elects to accelerate the Series A Bonds or the Loan as a result of any default, such party shall likewise give written notice to the other party of such election prior to taking any action thereon and, in such event, both Trust Agent and Lender agree to accelerate their respective portion of the Indebtedness on such election by the other. In such event, all collection and foreclosure actions or proceedings shall be conducted jointly by Lender and Trust Agent. All legal fees, court costs and related expenses and all receipts from collection and foreclosure hereunder shall be shared proportionately between Lender and Trust Agent in the same proportion that the unpaid principal balance of each party's portion of the Indebtedness bears to the unpaid principal balance of the total Indebtedness; provided that, if the parties retain separate legal counsel to assist in collection or foreclosure or if a party retains legal counsel in addition to jointly-obtained counsel, then the party retaining such separate or additional legal counsel shall pay the fees and expenses thereof. In the event of a default under either portion of the Indebtedness, Trust Agent and Lender hereto agree to work together in good faith in attempting to make joint decisions regarding such matters as collection attempts, foreclosure, selection of counsel, and maintenance and disposition of the collateral. In the event of receipt of proceeds from the collateral following an event of default, any such proceeds shall be divided between Lender and Trust Agent based upon the unpaid



principal balance of each party's portion of the Indebtedness bears to the unpaid principal balance of the total Indebtedness.

5. Term. This Agreement shall continue until the earliest to occur of: (a) payment in full of the Note and release of Lender's interest in the Security Documents; (b) a repossession of the Property, or a final, nonappealable judgment has been entered foreclosing the Property, and the sale of the Property has been made and confirmed as required by law and the proceeds from such sale(s) disbursed to Lender and Trust Agent according to the terms hereof; or (c) the mutual written agreement of the parties to terminate this Agreement.

6. Enforcement. In any action brought to enforce or defend any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover its reasonable attorney's fees and expenses from any other party in addition to other relief awarded.

7. Construction. This Agreement does not make any party the employee, agent, partner or legal representative of any other party for any purpose whatsoever. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party.

8. Borrower's Indemnity. Borrower enters into this Agreement hereby agreeing to the arrangement between Lender and Trust Agent set forth herein in all respects. Furthermore, Borrower does hereby agree to indemnify and hold harmless Lender and Trust Agent of and from any loss, expense, damages, costs, attorney's fees or other liability incurred as a result of this Agreement and the transactions contemplated hereby, and does hereby release Lender and Trust Agent from any liability or duty to inquire as to the validity of the Note owing to Lender, the proper use of the proceeds of the Note or the adequacy of funding documentation.

9. Applicable Law. This Agreement is given under and shall in all respects be governed by the laws of the State of Minnesota.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

11. Obligations Hereunder Not Affected.

a. All rights, interests, agreements and obligations of Lender and Trust Agent under this Agreement shall remain in full force and effect irrespective of:

i. any lack of validity or enforceability of the Amended Documents or any other agreement or instrument relating thereto;

ii. any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to or departure from any guaranty, for all or any portion of the Loan or the Series A Bonds;

iii. any manner of application of collateral, or proceeds thereof, to all or any portion of the Loan or the Series A Bonds, or any manner of sale or other disposition of any collateral for all or any portion of the Loan or the Series A Bonds or any other assets of Borrower;



iv. any change, restructuring or termination of the organizational structure or existence of Borrower; or

v. any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower.

b. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any portion of the Loan and/or Series A Bonds is rescinded or must otherwise be returned by Lender or Trust Agent upon the insolvency, bankruptcy or reorganization of Borrower or otherwise, all as though such payment had not been made.

12. Further Assurances. So long as all or any portion of the Loan and the Series A Bonds remains unpaid and the Mortgage encumbers the Property, Trust Agent and Lender will each execute, acknowledge and deliver in recordable form and upon demand of the other, any other instruments or agreements reasonably required in order to carry out the provisions of this Agreement or to effectuate the intent and purposes hereof.

13. No Third Party Beneficiaries; No Modification. The parties hereto do not intend the benefits of this Agreement to inure to Borrower or any other person or entity. This Agreement may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought.

14. Notices. Unless otherwise specifically provided herein, all notices, consents, approvals and requests, required or permitted under this Agreement, shall be given in writing and properly addressed to the respective party as set forth in the first paragraph of this Agreement, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 14, and may be personally served, sent by electronic mail (together with a confirmation of receipt), or sent by reputable overnight courier service or certified or registered United States mail. Notices shall be deemed to have been given (a) if delivered in person, when delivered, (b) if delivered by electronic mail, on the date of transmission (as shown on the receipt confirmation), if transmitted on a business day before 5:00 p.m. (Eastern time) or, if not, on the next succeeding business day, (c) if delivered by overnight courier, one (1) business day after delivery to such courier, or (d) if by United States mail, three (3) business days after deposit in the United States mail.

15. Estoppel.

a. Trust Agent shall, within ten (10) days following a request from Lender, provide Lender with a written statement setting forth the then current outstanding principal balance of the Series A Bonds, and stating whether to Trust Agent's knowledge any default or Event of Default exists under the Indenture.

b. Lender shall, within ten (10) days following a request from Trust Agent, provide Trust Agent with a written statement setting forth the then current outstanding principal balance of the Loan, the aggregate accrued and unpaid interest under the Loan, and stating whether to Lender's knowledge any default or Event of Default exists under the Loan.

16. Transfer of Loan or Series A Bonds.

a. Trust Agent shall not transfer any of its beneficial interest in the Series A Bonds or the Amended Documents (as applicable) without Lender's prior written consent, which shall not be unreasonably withheld. Any transferee approved by Lender must (i) assume in writing the obligations of Trust Agent in connection with the Series A Bonds and the Amended Documents (as applicable), (ii) agree to be bound by the terms and provisions of this Agreement, and (iii) remake each of the representations and warranties contained in this Agreement for the benefit of Lender.

b. Lender shall not transfer any of its beneficial interest in the Loan or the Amended Documents (as applicable) without Trust Agent's prior written consent, which shall not be unreasonably withheld. Any transferee approved by Trust Agent must (i) assume in writing the obligations of Lender in connection with the Loan and the Amended Documents (as applicable), (ii) agree to be bound by the terms and provisions of this Agreement, and (iii) remake each of the representations and warranties contained in this Agreement for the benefit of Trust Agent.

***{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.}***

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

**TRUST AGENT**

**RELIANCE TRUST COMPANY,**  
a Georgia Bank and Trust Company

By \_\_\_\_\_  
Printed \_\_\_\_\_  
Title \_\_\_\_\_

**LENDER**

**OSK I, LLC,**  
a Minnesota limited liability company

By \_\_\_\_\_  
Printed \_\_\_\_\_  
Title \_\_\_\_\_

**BORROWER**

**MADISON PARK CHURCH OF GOD, INC.,**  
an Indiana non-profit corporation

By \_\_\_\_\_  
Printed \_\_\_\_\_  
Title \_\_\_\_\_

## Exhibit "D" To The Mortgage

### SALE PROPERTY

**PARCEL I:** Commonly known as: 2604 N. Scatterfield Road, Anderson, IN

Commencing at a point in the centerline of School Street which is 30.0 feet North and 1923.42 feet East of the Southwest corner of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, said point also being the intersection of the centerline of State Road 109 as of February 22, 1973 and the centerline of School Street; thence North 29 degrees 02 minutes 00 seconds West 1196.94 feet along the centerline of said State Road 109 to a point where said centerline intersects the centerline of Rainbow Boulevard; thence North 89 degrees 42 minutes 44 seconds East 278.18 feet along the centerline of said Rainbow Boulevard to the point of beginning of a curve to the left whose radius is 702.83 feet and tangent length is 100.0 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 73 degrees 31 minutes 00 seconds East 366.87 feet along said tangent (centerline of Rainbow Boulevard) to the point of beginning of a curve to the right whose radius is 702.64 feet and tangent length is 100.00 feet; thence East Northeasterly along said curve (centerline of Rainbow Boulevard) an arc distance of 198.67 feet to the point of tangency of said curve; thence North 89 degrees 43 minutes 00 seconds East 146.74 feet along said tangent (centerline of Rainbow Boulevard) to a point on the West line of Tract "D" in Tract 2 as shown on the plat of Salyer's Golden Acres, Tracts 1 and 2 a Subdivision in Richland Township as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana; thence South 00 degrees 19 minutes 00 seconds East 375.00 feet to the Southwest corner of said Tract "D"; thence North 89 degrees 44 minutes 31 seconds East 300.56 feet along the South line of said Tract "D" to the Northwest corner of Tract "H" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 16 minutes 14 seconds West 326.89 feet along the West line of Tract "H" and Tract "I" in said Tract 2 to a point on the Northerly line of Iroquois Street, said point also being a non tangent point on a curve; said point being North 56 degrees 39 minutes 57 seconds East 181.26 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 93.22 feet to the end of said curve, said point being North 27 degrees 11 minutes 56 seconds East 181.26 feet from the radius point of said curve; thence North 55 degrees 42 minutes 20 seconds West 40.31 feet along the Northerly line of Iroquois Street; thence North 62 degrees 48 minutes 04 seconds West 37.29 feet along the Northerly line of Iroquois Street to the point of beginning of a curve, said point being North 27 degrees 11 minutes 56 seconds East 88.94 feet from the radius point of said curve; thence Northwesterly along said curve (Northerly line of Iroquois Street) 31.58 feet to the point of tangency of said curve, said point being North 06 degrees 51 minutes 11 seconds East 88.94 feet from the radius point of said curve; thence North 83 degrees 08 minutes 49 seconds West 180.79 feet along the Northerly line of Iroquois Street; thence South 06 degrees 51 minutes 11 seconds West 40.00 feet to a point on the South line of Iroquois Street; thence South 83 degrees 08 minutes 49 seconds East 54.52 feet along the South line of Iroquois Street to the Northwest corner of a tract of ground recorded in Deed Record 489, page 418 in the Recorder's Office of Madison County, Indiana; thence South 01 degree 28 minutes 24 seconds West 347.79 feet to a point on the North line of Tract "L" in said Tract 2 of said Salyer's Golden Acres Plat; thence South 89 degrees 04 minutes 04 seconds West 329.10 feet along the North line of Tracts "L", "K" and "J" to the Northwest corner of said Tract "J", all in Tract 2 of said Salyer's Golden Acres Plat; thence South 00 degrees 15 minutes 56 seconds West 238.71 feet along the West line of said Tract "J" and said West line of extended South to a point in the centerline of School Street; thence South 89 degrees 04 minutes 04 seconds West 254.37 feet measured (254.58 feet plat) along said centerline of School Street to the point of beginning; being a part of the Northwest Quarter of Section 31, Township 20 North, Range 8 East, which is included in Salyer's Golden Acres, Tracts 1 and 2, a Subdivision in Richland Township, as re-recorded in Plat Book 9, page 66 in the Recorder's Office of Madison County, Indiana.

**PARCEL II: Commonly known as 2200 Madison Square, Anderson, IN**

**Lot numbered 2 in Madison Square Section One, an Addition to the City of Anderson, Lafayette Township, as recorded in Plat Book 25, pages 24 thru 126, in the records of Madison County, Indiana.**

**Also, non-exclusive easements for ingress/egress, drainage and utility purposes for the benefit of said lot 2, pursuant to grant of easement recorded in instrument no. 9513587 in the records of Madison County, Indiana.**

**PARCEL III: Commonly known as approximate 136 acres, Anderson, IN**

**TRACT I:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 1210.26 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 895.50 feet along the East line of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 56 minutes 38 seconds West 843.00 feet; thence North 00 degrees 36 minutes 38 seconds East 762.00 feet to the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East along said South right-of-way line 844.76 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 16 acres, more or less.**

**TRACT II:**

**Commencing at a point on the East line of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East which is 2105.76 feet South of a stone marking the Northeast corner of the West half of the Southwest Quarter of said Section 31; continue thence South 00 degrees 02 minutes 22 seconds East 572.21 feet to the Southeast corner of the West half of the Southwest Quarter of said Section 31; thence South 89 degrees 09 minutes 38 seconds West 1718.57 feet to the Southwest corner of the Southwest Quarter of said Section 31; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the West line of said Section 31 to a point on the South right-of-way line of Interstate Highway 69; thence North 80 degrees 51 minutes 38 seconds East 884.93 feet along the South line of said Interstate Highway 69; thence South 00 degrees 36 minutes 38 seconds West 762.00 feet; thence North 89 degrees 56 minutes 38 seconds East 843.00 feet to the place of beginning.**

**Being a part of the West half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and containing 36.94 acres, more or less.**

**TRACT III:**

**Commencing at a point 660.00 feet East and 1537.67 feet South of the Northwest corner of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East, said point being on the South right-of-way line of Interstate Highway #69 and also on the West line of the East half of the East half of the Southeast Quarter of said Section 36; continue thence South 00 degrees 26 minutes 08 seconds West 1121.28 feet to the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 36; thence North 88 degrees 38 minutes 43 seconds East 669.14 feet to the Southeast corner of the Southeast Quarter of said Section 36; thence North 00 degrees 34 minutes 08 seconds East 1216.46 feet along the East line of the Southeast Quarter of said Section 36 to a point on the South right-of-way line of Interstate Highway 69; thence South 80 degrees 51 minutes 38 seconds West 343.57 feet along said**

right-of-way line to a point of beginning of a curve to the left whose radius is 11359.2 feet; thence continue along the South right-of-way line along the above mentioned curve 337.35 feet to the place of beginning.

Being a part of the East half of the Southeast Quarter of Section 36, Township 19 North, Range 7 East and containing 18.13 acres, more or less.

**TRACT IV:**

Beginning at the Southwest corner of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East and running thence North along the West line of said East-half, a distance of 1481.5 feet to the Southerly right-of-way line of Interstate Route I-69, thence Northeasterly along said right-of-way line, a distance of 836.7 feet to the centerline of State Road No. 109, thence Southeasterly along said centerline, a distance of 1617 feet to the South line of said Section 31, thence West along said South line 1189 feet to the place of beginning.

Being a part of the East-half of the Southwest Quarter of Section 31, Township 19 North, Range 8 East, and containing 35.62 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 726)**

Beginning at the Northeast corner of the Northwest Quarter of Section 6, Township 19 North, Range 8 East. Also being the Southeast corner of the owners land; thence North 88 degrees 15 minutes 10 seconds West (all bearings in this description are based on the centerline of County Road 100 East per project No. I-69-1(19)25, 1960. Having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the South line of said Southwest Quarter. Also being the South line of the owner's land a distance of 38.12 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 115.89 feet; thence North 77 degrees 57 minutes 30 seconds East a distance of 20.00 feet to the centerline of State Road 109; thence South 11 degrees 22 minutes 52 seconds East a distance of 123.50 feet to the point of beginning, and containing 0.079 acre, more or less, of which 0.060 acre, more or less, is presently being used as public right-of-way.

**ALSO EXCEPT: (INSTRUMENT NO. 200400451)**

Commencing at the Southwest corner of the East half of the Southwest quarter of said Section 31, said point being the Southwest corner of a tract of land described as parcel A-4 (North Anderson Church of God) described in Instrument number 200100308, records of Madison County, Indiana; thence North 00 degrees, 54 minutes, 10 seconds West (assumed bearing) 1487.26 feet along the West line of the East half of said Southwest quarter and the West line of said tract of land to the Northwest corner of said tract of land, said point being on the South limited access right-of-way line of Interstate Number 69; thence North 79 degrees, 59 minutes, 13 seconds East 94.59 feet along said limited access right-of-way line and North line of said tract of land; thence North 81 degrees, 33 minutes, 25 seconds East 197.02 feet along said limited access right-of-way line and North line of said tract of land to the POINT OF BEGINNING OF THIS DESCRIPTION; thence continue North 81 degrees, 33 minutes, 25 seconds East 544.10 feet along said limited access right-of-way line and North line of said tract of land to the Northeast corner of said tract of land, said point being in the former centerline of Columbus Avenue; thence South 13 degrees, 28 minutes, 24 seconds East 411.00 feet along the East line of said tract of land and said former centerline; thence South 76 degrees, 31 minutes, 36 seconds West 542.00 feet; thence North 13 degrees, 28 minutes, 24 seconds West 458.71 feet parallel with the East line of said tract of land and former centerline of Columbus Avenue to the point of beginning; containing 5.410 acres, more or less. Description taken from survey by Bradley A. Rayl, registered land surveyor No.S0067, dated March 6, 2002.



**TRACT V:**

The North half of the fractional Northwest Quarter of Section 6, Township 18 North, Range 8 East, and 25 acres off the North side of the Southeast Quarter of the Northwest Quarter and the East half of the Southwest Quarter of the Northwest Quarter of said Section 6, containing in all 91.90 acres, more or less.

**EXCEPT: (DEED RECORD 636 PAGE 288)**

Beginning at the Northeast corner of said Northwest Quarter, Also being the Northeast corner of the Owner's land, thence South 00 degrees 20 minutes 21 seconds East (all bearings in this description are based on the centerline of County Road 100 East per Project Number I-69-1(19)25, 1960, having an assumed bearing of South 00 degrees 06 minutes 23 seconds West) on and along the East line of the said Northwest Quarter being the East line of the Owner's Land, Also being the centerline of State Road 109, a distance of 931.93 feet; thence South 89 degrees 49 minutes 33 seconds West a distance of 20.00 feet; thence North 04 degrees 32 minutes 25 seconds West a distance of 180.52 feet, thence North 00 degrees 10 minutes 27 seconds West a distance of 604.21 feet; thence North 02 degrees 52 minutes 52 seconds West a distance of 149.16 feet to the North line of the said Northwest Quarter, Also being the North line of the Owner's Land, thence South 88 degrees 15 minutes 10 seconds East on and along the North line of the said Northwest Quarter, also being the North line of the Owner's Land a distance of 38.12 feet to the point of beginning, and containing 0.677 acre, more or less, of which 0.433 acre is presently being used as public right-of-way.

**TRACT VI:**

Commencing at a point in the centerline of Main Street Road said point being 720 feet South of the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 7 East, thence East parallel with the North line of said Section 1 a distance of 1330 feet to the East line of Section 1, thence South along said East line a distance of 424 feet to the South line of the Northeast Quarter of Section 1, thence West along said South line a distance of 1331 feet to the center line of Main Road, thence North 396 feet along said centerline to the place of beginning. Being a part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 7 East and containing 12.5 acres more or less.

**EXCEPT FROM PARCEL III:**

A PART OF LOT 1 IN MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 2008019600 AND A PART OF NORTH ANDERSON CHURCH OF GOD AS RECORDED IN INSTRUMENT NUMBER 200100308, RECORDS OF MADISON COUNTY, INDIANA. A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, ANDERSON TOWNSHIP AND A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, ADAMS TOWNSHIP, ALL IN MADISON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 0.677 ACRE TRACT OF LAND DESCRIBED IN DEED RECORD 636, PAGE 288, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA; THE FOLLOWING FOUR (4) COURSES ARE ALONG THE BOUNDS OF SAID 0.677 ACRE TRACT; 1) THENCE SOUTH 88 DEGREES 29 MINUTES 55 SECONDS WEST 38.03 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; 2) THENCE SOUTH 03 DEGREES 42 MINUTES 19 SECONDS EAST 147.55 FEET; 3) THENCE SOUTH 00 DEGREES 59 MINUTES 54 SECONDS EAST 45.35 FEET TO A EASTERLY CORNER OF LOT 1 IN A FINAL PLAT OF MADISON PARK SECTION ONE AS RECORDED IN INSTRUMENT 2008019600, RECORDS OF MADISON COUNTY, INDIANA, THE FOLLOWING FOUR (4) COURSES ARE ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST 67TH STREET AS DEDICATED IN SAID FINAL PLAT OF MADISON PARK SECTION ONE; 1) THENCE SOUTH 89

DEGREES 00 MINUTES 06 SECOND WEST 18.39 FEET; 2) THENCE SOUTH 41 DEGREES 35 MINUTES 12 SECONDS WEST 69.09 FEET; 3) THENCE SOUTH 84 DEGREES 20 MINUTES 12 SECONDS WEST 125.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 129.52 FEET, SUBTENDED BY A CHORD BEARING SOUTH 79 DEGREES 43 MINUTES 51 SECONDS WEST 129.52 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE FOLLOWING TWO (2) COURSES CONTINUE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET, SAID POINT ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 805.63 FEET; 1) THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 275.19 FEET, SUBTENDED BY A CHORD BEARING SOUTH 65 DEGREES 20 MINUTES 22 SECONDS WEST 273.85 FEET; 2) THENCE SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST 53.55 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2235.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1300.83 FEET, SUBTENDED BY A CHORD BEARING SOUTH 72 DEGREES 13 MINUTES 40 SECONDS WEST 1282.55 FEET, ALONG A PORTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID EAST 67TH STREET AND THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 54 MINUTES 06 SECONDS WEST 252.78 FEET, ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 15 MINUTES 10 SECONDS WEST 2035.75 FEET TO A POINT BEING 80.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 1; THENCE NORTH 79 DEGREES 59 MINUTES 13 SECONDS EAST 927.12 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 8 EAST, THE FOLLOWING SIX (6) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDS OF SAID LOT 1; 1) THENCE SOUTH 00 DEGREES 54 MINUTES 10 SECONDS EAST 233.23 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER; 2) THENCE SOUTH 32 DEGREES 25 MINUTES 28 SECONDS EAST 185.00 FEET; 3) THENCE NORTH 76 DEGREES 31 MINUTES 36 SECONDS EAST 535.30 FEET; 4) THENCE SOUTH 01 DEGREES 45 MINUTES 41 SECONDS WEST 163.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 175.00 FEET; 5) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.24 FEET, SUBTENDED BY A CHORD BEARING SOUTH 05 DEGREE 58 MINUTES 18 SECONDS EAST 47.09 FEET; 6) THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 984.92 FEET TO A SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 13 DEGREES 42 MINUTES 16 SECONDS EAST 8.75 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 48 SECONDS EAST 215.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING IN ALL 70.691 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND APPLICABLE EASEMENTS OF RECORD.