INDIAN NATIONS PRESBYTERY

PRESBYTERIAN CHURCH (U.S.A.)

Stated Meeting

August 1, 2026

First United Presbyterian Church
Guthrie, Oklahoma

●

Business Packet 1

Docket
Stated Meeting of Indian Nations Presbytery
August 1, 2026
First United Presbyterian Church, Guthrie, Oklahoma

Call to Order, prayer	Moderator Mary Ellen Waychoff
Ruling on Quorum	
Introduction of First-time Commissioners	
Seating of Corresponding Members	
Recognition of Visitors	
Motions on Privilege of Voice	
Approval of Minutes of May 2, 2026	
Moderator Report	Mary Ellen Waychoff
Stated Clerk Report	Tracy Evans
Coordinating Council Moderator Report	John McKinnon
Committee on Administration Report (no report)	Rex Daly
Personnel Committee Report	Chaz Ruark
Committee on Ministry Report	Janet Ruark
Committee on Nominations Report (no report)	Rhonda George
Committee on Representation Report	Mike Mize
Committee on Preparation for Ministry Report	Chas Gowing
INP Foundation Report	Debra Dowell
Board of Trustees Report Sale of Trinity Sale of Covenant	Mike Mize
Care of Pastoral Leaders Network Report	
Unfinished and/or New Business	
Sharing Time	
Adjourn with prayer	

Draft Minutes of the
Stated Meeting of Indian Nations Presbytery
Oklahoma City University Chapel
Oklahoma City, Oklahoma
May 2, 2026

The meeting was called to order with prayer led by Rev. Mary Ellen Waychoff in the Bishop W. Angie Smith Chapel on Saturday, May 2, 2026 at 10:35 am. This was a Tri-Presbytery meeting, held jointly with Cimarron Presbytery and Eastern Oklahoma Presbytery. The gathering began on May 1 with worship, mission bible study and dinner together.

A quorum was declared.

First-time commissioners were introduced. Visitors were introduced. Motion to seat and give voice to corresponding member Rev. Gail Doering (Presbytery of Southern Kansas), Bridge Presbytery Pastor, passed.

The docket was **approved** as presented.

THE ROLL

MINISTER MEMBERS

Present

Amen, Greg
Bosteels, Carl, HR
Burns, Jim, HR
East, Michael
Evans, Tracy
Gowing, Chas
Heaney, Mark
Junkin, Michelle
Miller, Mitch
Mize, Richard
Park, Gi
Ruark, Chaz, HR
Ruark, Janet, HR
Rucker, Vicki
Seo, Jungsuk
Waters, Carol
Waychoff, Mary Ellen, HR
Workman, Stephanie

Excused

Affsprung, Elizabeth, HR
Andresen, Paul, HR
Baggett, Rick, HR
Bassett, Charles, HR
Bridges, Samuel HR
Burns-Hintze, Jan, HR
Carr, Bill, HR
Clipson, Jo, HR
Delgado, Roberto, HR
Galbraith, Bill, HR
Goodman, Lois, HR
Gruel, John, HR
Hamilton, Carl, HR
Hendrix, Nancy, HR
Henslee, Mark, HR
Hunt, Barbara, HR
Jeffers, Hugh, HR
Junkin, Dan, HR
Long, Sue, HR
Luke, Kathie
McKee, Thea HR
McKinnon, John
McNamara, Donald, HR
Meinhart, Joe, HR
Pei, Won K, HR
Phelps, Ron
Sim, Pyung Jong Peter, HR
Smith, Charlie, HR

Absent

Bodenstein, Sara Marie
Cobbs, Kelsey
George, David
Grant, Tylar
Scott, Randy
Singleton, John
Seo, Jungsuk
Walker, Abbey
Whitsitt, Landon

RULING ELDER COMMISSIONERS

Present

Duncan, First, Steve Shear
Lawton, Westminster, Thomas Laubert
Midwest City, First, Sharon Burton
Norman, First, Rhonda George
Norman, Memorial, Charlotte Lovett
Oklahoma City, Church of Savior, Jane Brown
Oklahoma City, First, Gaylan Adams
Oklahoma City, Westminster, Linda Sheffield
Pauls Valley, First, Ron Patton
Rosedale, First, Russell Newville
Shawnee, United, Rick Terry
Wewoka, First, Rex Daly
Yukon, Chisholm Trail, Debra Kauffman

Excused

(None)

Absent

Ada, First
Ardmore First
Altus, First
Bethany, Westlake
Byars, Dixon Chapel
Chandler, First
Chattanooga, Community
Chickasha, First
Colony, Columbian Memorial
Davenport, First
Edmond, Santa Fe, Jim Rule
El Reno, First
Elk City, First, Tony Chauncey
Hobart, First
Lawton, First, Susan Diekman
Lawton, Korean
Maud, Achena, Farrel Smith
Oklahoma City, Hillcrest
Oklahoma City, Korean First
Oklahoma City, Trinity
Seminole, Cheyarha
Seminole, Tallahassee
Sulphur, Salem
Sulphur/Davis, Shepherd of the Hills
Temple, First
Walters, First
Weatherford, Federated
Wewoka, First Indian

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

Present

Mize, Mike, RE, Trustees, President

Excused

Commissioned Ruling Elders

Mead, Craig, Commissioned Ruling Elder (Elk City, First)
Mitchell, Kim, Commissioned Ruling Elder, (OKC Westminster)

Corresponding Members

Doering, Gail, INP Bridge Presbytery Pastor (member Presbytery of Southern Kansas)

VISITORS

There were 4 visitors.

Gates, Susan, FPC Wewoka
Davenport, Zoey, YAAD for General Assembly, member Norman, First
Magelssen, Morgan, INP Staff

Seo, Eunja, Candidate for Ministry, Lawton Korean

The minutes of the February 21, 2026 Stated Meeting were **approved**.
The minutes of the June 7, 2025 Stated Meeting were **approved**.

INP Moderator: No report.

Stated Clerk: No report.

Bridge Presbytery Pastor

Rev. Gail Doering spoke about the service of closing of Covenant Presbyterian Church, OKC. There was a good turn-out and it was spirit-filled.
She asked for prayers for health concerns of minister members of the presbytery. Grateful for all the help in getting ready to host this Tri-Presbytery meeting.
She spoke of the presence of God’s spirit breaking-in at INP through advancing CREs, and pastors, baptisms, and new members.
She will attend General Assembly as her final act with INP.

Coordinating Council

- No report

Committee on Administration

- Moderato Rex Daly reported that the committee is working on funding and parameters for Tech Grants for churches and the Pastor Salary grants.

- Personnel is interviewing candidates for the Interim Presbytery Pastor

- INP Accountant Robin Holmes has asked to adjust her hours, adding 2-3 hours weekly as she adjusts to a new system and catches up on reporting. **Motion** to approved was seconded and the motion **carried**.

Committee on Ministry

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

1. Approved the request from Shawnee United and CRE Amy Davenport to allow her to do additional pastoral duties as requested by the session, such as home communion, hospital visitation, funerals, etc. She will be compensated per request in addition to what she receives for preaching.

2. Approved the Covenant for Temporary Supply between OKC Trinity and Rev. Richard Mize to serve for one year beginning February 1, 2026, for 20 hours a week at the following terms:
   Housing $1,000/month
   Leave 1 week per quarter Vacation
   1 week per six months Continuing Education, including Sundays

3. Approved the request of TE Paul Andresen to labor outside the bounds of INP, preaching April 5th and 12th at Northpark Presbyterian Church in Grand Rapids, Michigan.

4. Approved the Covenant for Temporary Supply between John Singleton and Yukon, Chisholm Trail, pending Session approval of the designation of Cash Salary amount as Housing Allowance:

Housing $1,250 per month
Vacation 1 week per quarter, including Sundays
Cont. Ed 2 weeks per year, including Sundays

The covenant is for 10 hours a week, including 2 Sundays per month, and is from March 29, 2026 through September 30, 2026, with 30 days' notice by either party.

5. Appointed liaisons for all churches.

6. Approved a one-year exemption of G-2.0404 for Lawton Korean Presbyterian Church.

7. Approved by the Covenant for Temporary Supply between Randall Scott and OKC Church of the Savior for one year beginning March 14, 2026, for 24-28 hours a week at the following terms:

Housing $42,000 per year
Vacation 1 week per quarter, including Sundays
Cont. Ed 2 weeks per year, including Sundays

- Moderator Janet Ruark asked if there were questions regarding her written report. Two ministers were celebrated as they are approved for retirement.
  - Joe Meinhart, (retirement effective December 31, 2025) was lauded by Janet Ruark (though Joe was absent)
  - Mark Heaney (retirement effective February 1, 2026) was celebrated by Rev. Jim Burns.

Nominating Committee
- No report

Committee on Representation
- No report

Committee on Preparation for Ministry
- Moderator Chas Gowing presented Candidate Eunja Seo. **Motion** to certify Eunja Seo as ready to receive a call was made, seconded and **carried**. Her Faith Statement is attached to this document.

- The following have agreed to serve as readers for Spring Ordination Exams: RE Nedra Kerney-Vakulick (Pauls Valley); TE Mark Henslee (HR, Duncan); TE Tylar Grant, alternate.

INP Foundation
- No report

Board of Trustees

- Mike Mize reported that they are working with the Administrative Commission for Covenant Presbyterian Church, OKC and with the session of Trinity Presbyterian Church in next steps.

Care of Pastoral Leaders Network

- Pastoral retreat is planned for October 19-20 at St. Crispins

New and Continuing Business

- Rev. Mitch Miller, Synod Leader, reported on the work and projects of the Synod of the Sun.

Motion to **adjourn was carried.** The meeting closed at 11:45am with prayer by Rev. Gail Doering.

Respectfully submitted,

Tracy L. Evans, Stated Clerk

Faith Statement of Eunja Seo

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

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

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

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

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

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

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

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

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

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

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

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

IMDIAN NATIONS PRESBYTERY

COORDINATING COUNCIL

INTERIM EXECUTIVE PRESBYTER SEARCH TEAM

REPORT

The Interim Presbyter search committee has labored for nearly a year in its pursuit of a Full Time interim presbyter. The committee consists of Ruling Elders: Dolores Kimball, Rex Daly, and Mike Mize; Teaching Elders: Kelsey Cobbs, John McKinnon, and Chaz Ruark; Teaching Elder Mitch Miller served as liaison with the Synod of the Sun.

We initially contracted with Gail Doering to serve as our Bridge Presbytery Pastor. She has done excellent work and we thank her for her service.

The committee poured through 20 odd resumes and ministry forms from the Church Leadership Connection and self referrals. We conducted formal interviews with four candidates. We were very impressed with all who made themselves available to us. After prayers and discernment, we present to the Council the Rev. Laurel Cockrill as candidate for the position of Interim Presbytery Pastor pending your approval.

Laurel has experience in INP and brings an understanding of the culture, unique history, and characteristics of our presbytery. She also shows great vitality and excitement for the position and her familial ties to this region indicate a high level of dedication to our community. Though it is a temporary position, Laurel and her immediate family will be moving to OKC. While Laurel has experience in Presbytery ministry through various committees and commissions, she does not have experience as a Presbytery staff member. However, she is scheduling Interim Executive training and accepts our counsel to participate in PC(USA) new executive leader cohort for mentoring

and support. She will also be a part of Synod of the Sun Executive forum. The committee was impressed with Laurel's skills and abilities and feel she can successfully make the transition from pulpit to judicatory. We unanimously and wholeheartedly recommend her to the Council.

The INP Interim Search Committee

INDIAN NATIONS PRESBYTERY

INTERIM PRESBYTERY PASTOR

TERMS OF EMPLOYMENT

This sheet outlines the Terms of Employment between Indian Nations Presbytery and the Rev. Laurel Cockrill as the Full Time Interim Presbytery Pastor.

1. **TERM:**
   The term of this agreement will be 12 months from the start date. The contract can be renewed depending on needs of INP and availability of Rev. Cockrill. The start date of this contract is August 15, 2026.

2. **COMPENSATION**
   The Interim Presbytery Pastor will receive the financial compensation as follows:

Cash Salary	**$45,000**
Housing Allowance	**$45,000**
Social Security Offset	**$ 7,000**
Pension/Medical	**FULL**
Misc. Professional Expenses	**$ 1,500 (Reimbursed)**
Continuing Edu.	**$ 2,000 (Reimbursed)**
Vacation	**Four weeks per year**
Cont. Edu.	**Two weeks per year**

   IPP may adjust CE time due to INP request for Interim EP training

   Professional Travel For example G.A. Travel. Up to $8,500 (Reimbursed)

   One time expense moving allowance up to $25,000

3. **INTERIM TRAINING**
   INP will collaborate with IPP to secure Interim/Interim EP training to facilitate insight and skills appropriate for her new position.

4. **EARLY TERMINATION**
   This is a temporary position either party can terminate the contract with 60 days notice.

5. **IPP RESPONSIBILITIES**

The IPP shall perform the duties as outlined in Job description

Laurel Cockrill **Date**

INP Representative **Date**

From: Committee on Ministry
Date: August 1, 2026
Subject: Report to Presbytery

FOR INFORMATION:

1. COM is offering a one-day Saturday workshop on August 29 from 9am – 3pm at Norman FPC as a continuing education opportunity for CREs (see attached flyer). Based on suggestions in the CRE annual reports, this event will include training in hospital/home visitation, including Communion; planning and leading funeral services; and Boundary Training. There will not be a charge for this and lunch will be provided.
2. COM met in person on June 6, 2026, at Norman FPC to focus its work with pastoral leaders and congregations for the rest of the year. They also reviewed the annual reports submitted by retired pastors and members in validated ministries.
3. There will be a luncheon meeting for retired pastors/spouses on Thursday, August 20, at OKC FPC to talk with Kevin Keaton of the Board of Pensions about changes to the BoP Medicare Advantage Plan and any other questions participants have (see attached flyer).

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

1. Approved the Covenant for Temporary Supply between Korean Presbyterian Church of Lawton and Eunja Seo as Associate Pastor of Care and Education, for one year beginning September 1, 2026, with the following terms:
   Cash salary $1,400/month
   Pension $140/month with the Board of Pensions
   Ministry expenses reimbursed at $450/quarter
   Vacation 1 week per quarter, including Sundays
   Cont. Ed. 1 week per six months, including Sundays
   This contract is for 3-4 days a week and 20 hours per week and can be terminated with 30 days' notice by either party.
2. Approved the request of TE Paul Andresen to labor outside the bounds of INP, preaching at Northpark Presbyterian Church in Grand Rapids, Michigan on May 3, 10 and 17, and through the end of 2026.
3. Appointed Janet Ruark as Moderator for Shawnee United PC and Chas Gowing as Moderator for Sulphur/Davis Shepherd of the Hills.
4. Appointed liaisons for all churches.

5. Approved a one-year exemption of G-2.0404 for Lawton Korean Presbyterian Church.
6. Approved the Covenant for Temporary Supply between Mark Henslee and Duncan FPC, with the following compensation:

Cash salary	$1,300 per month
Housing	$2,000 per month
Ministry expenses reimbursed up to $6,500 per year	
Vacation	30 days/year, including 4 Sundays
Cont Ed	1 week per six months, including Sundays

   The covenant is for 2.5 days per week and 19 hours a week, including 2 Sundays per month, and is from May 1, 2026, through April 30, 2027, with 30 days' notice by either party.
7. Approved the terms of agreement between First Presbyterian Church of Ardmore and David George as Stated Supply Pastor, beginning June 1, 2026, at the following terms:

Salary	$40,000
Housing	$25,000
Medical & Pension	
Vacation	30 days/year, including 4 Sundays
Cont Ed	1 week per six months, including Sundays

8. Voted to continue David George on the Active Roll of Indian Nations Presbytery while he is serving at Ardmore FPC.
9. Appointed David George as Moderator of Ardmore FPC.
10. Approved Mary Ellen Waychoff's request to be put back on the Pulpit Supply List as of June 1.
11. Appointed Wayne Morris as Moderator of Lawton Westminster.

FOR PRESBYTERY ACTION:

1. COM recommends to Indian Nations Presbytery that the examination of Eunja Seo to be certified ready to receive a call that was done by Indian Nations Presbytery at its stated meeting on Saturday, May 2, 2026, stand as her examination for ordination.
2. MOTION: Indian Nations Presbytery approve the following Administrative Commission to ordain Eunja Seo as Minister of Word and Sacrament on Sunday, August 30, at 4:30 pm at Lawton Korean Church:

   Rev. Mary Ellen Waychoff, Moderator
   Rev. Jungsuk Seo
   Rev. Gi Hyun Park
   Rev. Chas Gowing
   Elder Mikyong Riley, Korean Presbyterian Church of Lawton

Elder HungSun Martin, Korean Presbyterian Church of Lawton
Elder Bonnie Meisel, First Presbyterian Church, Pauls Valley

Also participating:
Rev. Seong Soo Lee, Grace Presbytery
Rev. JoonHo Kim, Pastor of First Presbyterian Church of Daegu,
Gyeongbuk Presbytery, Presbyterian Church of Korea
Rev. Kichan Song, Harmony Church, Lawton, (Assembly of God)

3. COM recommends that Indian Nations Presbytery have a time of recognition of the retirement of Rev. Dr. Joe Meinhart, which was effective December 31, 2025.

Pastoral Care in Practice:

Boundaries, Presence, and Ministry in Times of Need

A continuing education event for CREs focused on hospital and home visitation, funerals, and healthy boundaries

Saturday, August 29

9:00am – 3:00pm

at

FIRST PRESBYTERIAN CHURCH

555 S. University Blvd., Norman

Please RSVP by Monday, August 24 at info@okinp.org or (405) 524-0990

Autobiography

Eunja Seo

My name is Eunja Seo, and I currently serve at Lawton Korean Presbyterian Church as the Director of the Education Ministry, the leader of the praise team, and a facilitator of adult Bible studies. It has been four years since God called me to serve in Lawton, and as I look back on my journey, I see God's faithful guidance in preparing and leading me toward pastoral ministry.

I was born in a rural village in South Korea. My father was an elder, and my mother served the church faithfully as a deaconess throughout her life. I was the eleventh daughter in a family of twelve children. Through my parents, I learned to love God and to place worship at the center of my life. Growing up in a family of faith has been one of the greatest blessings of my life.

From my childhood, church was at the center of my life. Beginning with the children's choir, I had many opportunities to serve through praise teams, children's ministry, Bible studies, and new believer education. Through these experiences, I learned the joy and responsibility of serving the church. During my college years, I received discipleship training through Korea Inter-Varsity Christian Fellowship (IVF). There, I learned to study Scripture deeply, live in Christian community, and follow Christ as His disciple. It was also there that I met my husband, and together we committed ourselves to following God's calling wherever He would lead us. After graduating from college, I received several opportunities to serve in ministry, but God called my husband and me to the path of missions, and we committed ourselves together to missionary service.

In 2006, my husband came to the United States to pursue theological studies, and I moved to New York with our two children. We served churches in New York for eight years and later in Shreveport, Louisiana, for another eight years. Through serving the church alongside my husband, God continued to shape within me a deeper heart for pastoral care. As I shared in the lives of many church members, prayed with them, and walked alongside them through various seasons, I came to understand that God was calling me not only as a ministry partner but also to embrace the responsibility of pastoral care. These experiences became an important part of recognizing God's call toward ordained ministry.

Especially through the season of the COVID-19 pandemic, I came to understand more clearly the call to pastoral ministry that God had been preparing me for over many years. In response to that calling, I began theological studies. Looking back, I see how God has guided me toward pastoral ministry through various ministry experiences and through the people He has placed in my life.

As I now approach ordination, I believe that ordination is not simply receiving a title or position, but a calling to serve God and the church with greater faithfulness and commitment. I desire to continue learning with humility, to care for the people entrusted to me with love, and to faithfully serve Christ's church as a pastor.

I give thanks to God, who has guided me and walked with me throughout this journey. I am also deeply grateful to Indian Nations Presbytery and to Lawton Korean Presbyterian Church for their encouragement, guidance, and support throughout my journey toward pastoral ministry.

A Statement of Faith – Eunja Seo

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

I believe in the Absolute Sovereignty of God. God's sovereignty extends freely and benevolently to every part of the universe He created, without limitation. Therefore, I can see God at work behind everything that happens in my life and recognize His good purpose in all things. Above all, I fully rely on God's grace alone for salvation.
I live always "before God." God is the eternal, living God from the beginning to now and forever, and He is a God of love and holiness. In the presence of His holiness, my sinful nature is exposed, and I confess by faith that in His love, the forgiveness of my sins was accomplished through the cross of Christ.

I confess by faith that Jesus Christ is the way, the truth, and the life. He was with God in the beginning, and He was God. He came to this earth in the flesh, lived, and died on behalf of sinners. He then conquered death and rose again. The power of Christ's resurrection allows me to live in "new life" and gives me a "living hope," because I believe that "the one who raised the Lord Jesus from the dead will also raise us with Jesus." I know that because of this, I will live forever.
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I believe that Jesus Christ is the head of the Church. Jesus established the Church, and I believe that He provides everything necessary for the Church to fulfill God's work in the world and serve Him, set apart as holy. Jesus Christ alone is the hope and foundation of the Church. As His body, the Church must fulfill its role as a community of faith, hope, love, and witness because it is through the Church that the world will see Christ.

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

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

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

From: Committee on Representation
Date: August 1, 2026
Subject: Report to Presbytery

The committee has requested appropriate data from PCUSA.

Possible Presbytery Action.
No action required.

Mike Mize

To: Indian Nations Presbytery

From: Committee on Preparation for Ministry

Date: August 1, 2026

Subject: Information

INFORMATION:

1. Since the May 2026 Stated meeting , the committee has:
    a. Heard reports from candidate Jakob HarmonHe has plans to take a unit of CPE in the Fall, and apply for Final Assessment in the December.
    b. Heard reports from COM subgroup in support of David George.
    c. Conducted an assessment of Daniel Olvera and reccommended to COM that he is prepared for commissioning to serve on the Pulpit supply list as a CRE

From: INP Foundation Board
Date: August 1, 2026
Subject: Report to Presbytery

The INP Foundation Board met on June 15, 2026 by Zoom for a special meeting. The following actions were taken.

- A grant application from Chandler FPC was reviewed and was approved for $3,000.
- Discussion was held regarding a proposed amendment to the INP Foundation bylaws to expand current funding parameters. Following discussion, the Board voted to approve the amendment proposal with presentation of the motion at the next Presbytery meeting.

Possible Presbytery Action.

MOTION to approve the proposed amendment to the INP Foundation bylaws to expand current funding parameters.

Debra Dowell, President

From: Board of Trustees
Date: August 1, 2026
Subject: Report to Presbytery

The Trustees have reviewed and approved the purchase and sale agreement between Trinity Presbyterian Church and Mental Health Association in Tulsa, Inc.

The Trustees are also currently working closely with the Covenant Administrative Commission regarding the possible sale of the Covenant Church property. As of this writing, a non-binding Letter of Intent has been executed by both parties. A Purchase and Sale Agreement is being negotiated. Updates, if any, will be provided during the 8/3 Presbytery meeting.

Possible Presbytery Action.
Possible action regarding sale of Covenant property.

Mike Mize

PURCHASE AND SALE AGREEMENT

Trinity Church
Oklahoma City, Oklahoma

between

Trinity Presbyterian Church,
an Oklahoma Incorporated Non-Profit
(the "Seller")

and

Mental Health Association in Tulsa, Inc.,
DBA Mental Health Association Oklahoma,
An Oklahoma Incorporated Non-Profit
(the "Buyer")

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the July 01, 2026, by and between Trinity Presbyterian Church, Inc, an Oklahoma Non-Profit Corporation ("Seller"), and Mental Health Association in Tulsa, Inc., DBA Mental Health Association Oklahoma, an Oklahoma Incorporated Non-Profit, or its permitted assignees ("Buyer"), with reference to the following:

A. Seller owns certain real property herein sometimes referred to as the Trinity Presbyterian Church, located at 2301 NE 23rd Street, Oklahoma City, OK 73111, which is described in Exhibit A, attached hereto and incorporated herein, and which will be more particularly described on the Title Commitment and Survey (described below) ("Property Description"), together with (i) all of the improvements thereon, including the building, parking areas, utility facilities, and all equipment, fixtures, and other items of any kind or nature that are attached or affixed to the land or to the improvements, and all rights, easements and interests appurtenant thereto (the "Real Property"), and (ii) all other appliances and furniture, fixtures, and equipment owned by Seller that are presently located at the Real Property and used in connection with the operation and maintenance thereof, if any, together with any other intangible property used in connection with Seller's ownership and operation of the Real Property (the "Personal Property"); excluded from the Personal Property, however, are the items described in Exhibit B, attached hereto and incorporated herein. The Real Property and Personal Property are collectively referred to in this Agreement as the "Property."

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

C. Simultaneously with Closing (as defined herein), Seller and Buyer shall enter into a Lease Agreement (the "Leaseback Agreement"), pursuant to which Buyer, as landlord, shall lease the sanctuary and the room immediately behind the sanctuary for five (5) years, as a tenant, with rental amount of One Dollar and No/100 ($1.00) per month, subject to other terms and conditions to be negotiated between parties. There are no existing leases, tenancies or occupancy agreements affecting the Property as of the Effective Date.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

Effective Date

1.1 "Effective Date" – The Effective Date of this Agreement shall be the last date as of which this Agreement has been executed by Seller and Buyer by midnight as evidenced by the dates below the parties' signatures on this Agreement, which Effective Date shall be inserted in the first Section of this Agreement by the last party to sign this Agreement. If no date is inserted into the first Section, then the Effective Date will be the date of the last signature as stated herein. If the Effective Date falls on a Saturday, Sunday or legal holiday under the laws of the State where the Property is located or of the federal government, then and in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE II.

Purchase and Sale

2.1 Purchase and Sale. Subject to and upon the terms and conditions of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.

2.2 Purchase Price. Subject to the adjustments and prorations described in this Agreement, the purchase price of the Property shall be Two Hundred and Eighty-Five Thousand and No/100 Dollars ($285,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price as follows:

(a) Earnest Money. Within three (3) business days of the Effective Date hereof, Buyer shall deposit the sum of Ten Thousand and No/100 Dollars ($10,000.00) (such deposit, together with all interest thereon, is referred to in this Agreement as the "Earnest Money") with Chicago Title of Oklahoma, 210 Park Avenue, Suite 210, Oklahoma City, OK 73102, Attn: Anthony Dobey, Phone: (405) 810-2400, Email: Anthony.dobey@ctt.com (the "Escrow Agent") to be held in a non-interest-bearing account under the terms of this Agreement and to be applied to the Purchase Price at the Closing or as otherwise provided in this Agreement.

(b) Balance. Buyer shall pay the balance of the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement, at the Closing in immediately available funds by wire transfer.

(c) Bridge Loan Credit. Prior to or concurrently with the execution of this Agreement, Buyer advanced to Seller the sum of $4,210 to fund Seller's quarterly property insurance premium for the Property, evidenced by a Promissory Note, dated on or about June 22, 2026, from Seller to Buyer made under a Loan Agreement, dated on or about June 22, 2026, and guaranteed by Pastor Richard Mize under a Guaranty, dated on or about June 22, 2026, in favor of Buyer (collectively, the "**Bridge Loan Documents**"). At Closing, the outstanding balance of that loan (principal plus accrued interest) shall be credited against and reduce the Purchase Price otherwise payable by Buyer and shall be reflected as a credit to Buyer on the closing statement; upon such credit, the Note and Guaranty shall be deemed fully satisfied and discharged. If this Agreement terminates for any reason without Closing, the Bridge Loan Documents shall survive and shall govern repayment of that loan in accordance with their terms, independent of this Agreement.

ARTICLE III.

Buyer’s Review; Title and Survey Matters; Zoning Contingency

3.1 Buyer’s Review.

(a) Review Documents. Within five (5) days after the Effective Date of this Agreement, Seller shall deliver to Buyer or make available for Buyer’s review the documents pertaining to the Property that are listed in Exhibit C to this Agreement, if and only to the extent that such documents exist and are within the possession of Seller or Seller’s agents (the “Review Documents”). During the Inspection Period (as defined herein), Buyer and its agents also shall be allowed reasonable access to Seller’s other books and records, if any, relating to the operation of the Property, including information concerning utilities, insurance policies, Service Contracts (as defined herein), leases and other similar information. If the transactions contemplated by this Agreement are not consummated, Buyer shall return the Review Documents to Seller.

(b) Inspection Period. For a period of one hundred twenty (120) days from and after the Effective Date (the “Inspection Period”), Buyer and/or its inspecting architects, consultants or engineers shall have reasonable access to the Property (during business hours) for the purpose of conducting, at Buyer's sole cost and expense, any non-invasive inspection that Buyer wishes to make, including physical and environmental inspections and tests and review of Leases, expenses and other matters. For purposes of this Agreement, “non-invasive” includes, without limitation, asbestos sampling, lead paint testing, and other standard pre-acquisition environmental and materials assessments that involve only minimal, localized physical disturbance. If Buyer’s Phase I Environmental Assessment recommends a Phase II assessment, Buyer shall have the right to (i) terminate this Agreement prior to the expiration of the Inspection Period and receive a return of the Earnest Money, or (ii) extend the Inspection Period by fifteen (15) days by written notice to Seller delivered prior to expiration of the Inspection Period. Buyer covenants and agrees that in making any such inspections or tests, Buyer and its agents (i) will carry adequate liability insurance covering any and all liability arising out of any investigations or tests conducted by Buyer or its agents and, upon request of Seller, will provide Seller with written evidence of same; (ii) will not interfere with the activities of any persons providing service at the Property; (iii) will not reveal to any third party not approved by Seller the results of its inspections or tests, (iv) will indemnify, defend and hold Seller harmless from all claims or costs arising or resulting from such inspections or tests, and (v) will promptly repair any physical damage caused by the inspections and tests, restoring the Property as nearly as practical to the condition existing immediately prior to Buyer’s entry on the Property. These obligations shall survive any termination of this Agreement. Buyer shall give Seller reasonable prior notices of its intention to conduct any inspections or tests, and Seller reserves the right to have a representative present.

(c) Buyer’s Right to Terminate Prior to Expiration of Inspection Period. If Buyer’s inspection of the Property reveals any condition or information that is not satisfactory to Buyer, in Buyer’s sole discretion, Buyer may terminate this Agreement by providing written notice to Seller, on or before the expiration of the Inspection Period, that Buyer elects not to purchase the Property, in which event Seller will direct the Title Company (as defined herein) to promptly return the Earnest Money, to Buyer. Upon return of the Earnest Money to Buyer, neither party shall have any further rights or obligations hereunder, except as provided in Section 10.1. If prior to the expiration of the Inspection Period the Buyer does not deliver written notice described herein to the Seller, then the Buyer will have waived this condition to close and shall proceed with the other terms and conditions of this Agreement.

3.2 Title to the Property.

(a) Title Commitment. Within ten (10) days after the Effective Date, Seller will deliver or cause to be delivered to Buyer a commitment (the "Title Commitment") for an ALTA Form-B owner's policy of title insurance issued by Chicago Title of Oklahoma (the "Title Company"), covering the Property, naming Buyer as the insured, stating the Purchase Price as the policy amount, and showing Seller in title (the "Title Policy"). Seller shall also request the Title Company to deliver to Seller and Buyer concurrently with the Title Commitment a legible copy of each document that is the basis for an exception to coverage in such Title Commitment (collectively, the "Exception Documents").

(b) Survey. Within twenty (20) days after the Effective Date, Buyer may order (but shall not be obligated to do so) an ALTA survey covering the Property (the "Survey"), which Survey shall be prepared by a duly licensed Oklahoma surveyor of Buyer's choice. At the election of Buyer, the Survey shall be sufficient to permit the Title Company to delete the standard printed exception in the Title Policy pertaining to matters that would be disclosed by an accurate survey of the Property as well as the standard printed exception with respect to unrecorded easements. The Survey shall be dated as of a date on or after the Effective Date, and shall contain a certification that is acceptable to, and certifying the Survey to, Seller, Buyer and Title Company.

(c) Review. Buyer shall have fifteen (15) days following receipt of the Survey and the Title Commitment to notify Seller in writing of any objections Buyer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitment or Survey to which Buyer does not object in writing shall be deemed to be permitted exceptions to Seller's title (the "Permitted Exceptions"). The parties agree that the Permitted Exceptions shall further include: (i) ad valorem taxes for the year of Closing and subsequent years that are not ascertainable, due, or payable; (ii) any installment payments of special assessment liens that are not yet due or payable; (iii) any interests in and to all of the oil, gas, coal, metallic ores, and other minerals in and under and that may be produced from the Property that have been previously reserved or conveyed of record, (iv) utility easements and all other matters of record that do not encroach upon improvements located on the Property or which are not materially detrimental to the current use of the Property, and (v) all matters identified on the Survey. With regard to items to which Buyer does so object, Seller shall have until Closing within which to cure such objections. Seller shall exercise good faith efforts to cure such objections, but Seller shall not be required to incur other than de minimus expenses in connection with the exercise of such efforts; provided that Seller shall discharge all monetary encumbrances created or incurred by Seller, without limitation as to cost. If Seller is unable to cure such objections without incurring more than de minimus expenses or is unwilling, as it may elect in its sole discretion, to otherwise cure such objections, Seller shall so notify Buyer in writing at least three (3) business days prior to Closing, in which event Buyer, at its option, and as its exclusive remedy, may (i) waive its objections and purchase the Property without reduction of the Purchase Price, (ii) cure such objections itself and deduct the documented cost of cure from the Purchase Price at Closing, or (iii) terminate this

Agreement. If Buyer so terminates this Agreement, then notwithstanding anything herein to the contrary, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder, except as provided in Section 10.1.

3.3 Zoning Contingency.

(a) Intended Use. The west part of the Property is currently zoned C-3 Community Commercial while the east side of the Property is zoned R-1 Single-Family Residential. In order for Buyer to fulfill buyer's intended use (the "Intended Use"), the Property must be rezoned (the "Rezoning"). As used herein, Rezoning shall mean: (i) the rezoning of the Property, subject only to conditions acceptable to Buyer in Buyer's sole discretion, to a zoning designation that will allow Buyer to develop the Property for Buyer's Intended Use; (ii) the issuance of any other land use and zoning approvals, whether by variance (administrative or otherwise), special use permit, or otherwise, which are necessary for the development of the Property for Buyer's Intended Use; and (iii) the expiration of any period during which an appeal to such rezoning or other approvals may be filed or, if any such appeal is filed, the final dismissal or resolution of such appeal in favor of Buyer's Intended Use.

(b) Purchase Contingent. Buyer and Seller expressly acknowledge and agree that Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are fully conditioned on Buyer's ability to obtain a Rezoning of the Property that would allow Buyer to use the Property for its Intended Use (the "Rezoning Condition Precedent").

(c) Seller Cooperation. Seller shall use commercially reasonable efforts to cooperate with Buyer's efforts to obtain the Rezoning, including, without limitation, providing any information requested by Buyer or any representative of Buyer in connection therewith and providing access to the Property.

(d) Option to Terminate. If Buyer is unable to effectuate the Rezoning within one hundred twenty (120) days of the Effective Date (the "Rezoning Approval Outside Date"), then Buyer shall have the right to: (i) terminate this Agreement by giving written notice to Seller of Buyer's election to do so on or before the Rezoning Approval Outside Date; or (ii) elect to extend the Rezoning Approval Outside Date by thirty (30) days to continue to pursue the Rezoning. If Buyer elects to terminate this Agreement as provided hereunder, Escrow Agent shall return the Earnest Money to Buyer, and this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). Buyer shall give notice as provided in this Section 3.3(d) to terminate this Agreement pursuant to this Section 3.3(d).

ARTICLE IV.

Other Obligations and Agreements

4.1 Payment of Existing Mortgage Debt. Seller shall pay all monetary encumbrances created by Seller and recorded against the Property as of the date of Closing, including but not limited to any mortgage liens and prepayment penalties, except to the extent the same are to be assumed by Buyer pursuant to the terms hereof.

4.2 Assignment and Assumption of Service Contracts. Within five (5) days after the Effective Date of this Agreement, Seller shall deliver to Buyer or make available for Buyer's review any certain agreements relating to the operation or maintenance of the Property (the "Service Contracts"). All Service Contracts, with the exception of any that are not terminable by Seller upon thirty (30) days' notice, will be terminated by Seller at or prior to Closing unless Buyer otherwise directs Seller pursuant to written notice provided prior to the end of the Inspection Period. At Closing, Seller and Buyer shall execute and deliver an Assignment and Assumption of Service Contracts in the form of Exhibit D to this Agreement, pursuant to which Seller shall assign the continuing Service Contracts to Buyer, and Buyer shall assume Seller's obligations under such Service Contracts as of the Closing Date.

4.3 Maintenance of Property Pending Closing. Between the Effective Date and the Closing Date, Seller agrees to (i) maintain all present utility services and insurance policies (including Seller's current casualty deductible) for the Property, (ii) promptly send Buyer copies of any notices from any governmental authority received by Seller concerning the Property; (iii) make or cause to be made all repairs and replacements reasonably required with respect to any portion of the Property and maintain the Property in the same manner as Seller has maintained the Property prior to the Effective Date; (iv) not enter into any new Lease or Service Contract (or renew, amend or otherwise modify any existing Lease or existing Service Contract) other than the Leaseback Agreement to be executed at Closing, affecting the Property without notifying Buyer; and (v) operate the Property prior to Closing in accordance with past practices and not take any action or fail to take any action that may constitute a default by Seller under the terms of any agreement relating to the ownership, use, or operation of the Property.

4.4 Exclusivity No-Shop. From and after the Effective Date and continuing until the earlier of (i) the Closing, or (ii) the termination of this Agreement in accordance with its terms (the "Exclusivity Period"), Seller shall not, and shall cause its officers, directors, trustees, employees, agents, representatives, and advisors not to, directly or indirectly: (a) solicit, initiate, encourage, or facilitate any inquiry, proposal, or offer from any third party relating to the sale, transfer, exchange, encumbrance, or other disposition of the Property or any portion thereof or interest therein (an "Alternative Transaction"); (b) enter into, continue, or participate in any discussions or negotiations with any third party regarding an Alternative Transaction; (c) provide any information to any third party in connection with or in furtherance of an Alternative Transaction; or (d) enter into any letter of intent, memorandum of understanding, agreement in principle, or definitive agreement with any third party concerning an Alternative Transaction. Seller shall promptly notify Buyer in writing if Seller receives any unsolicited inquiry, proposal, or offer regarding an Alternative Transaction during the Exclusivity Period, including the identity of the inquiring party and the material terms of any such inquiry, proposal, or offer. Seller represents and warrants that, as of the Effective Date, Seller is not party to and is not in discussions or negotiations regarding any Alternative Transaction. The obligations of Seller under this Section shall survive any termination of this Agreement for a period of ninety (90) days following such termination solely with respect to any Alternative Transaction that was solicited, initiated, or facilitated by Seller in breach of this Section during the Exclusivity Period.

ARTICLE V.

Conditions Precedent to Closing

5.1 Conditions Precedent to Buyer's Obligations. Buyer's obligations to consummate the transactions contemplated by this Agreement at the Closing shall be subject to satisfaction or performance of the following conditions, any of which Buyer may waive in writing:

(a) Performance of Obligations. Seller shall have performed all of its obligations under this Agreement, including, without limitation, making the deliveries required in Section 6.2 of this Agreement;

(b) Representations. The representations of Seller made in this Agreement shall be true and correct in all material respects as of the date of the Closing;

(c) Leaseback Agreement. Seller shall have executed and delivered the Leaseback Agreement at or prior to Closing.

(d) No Litigation. No investigation, action, suit, or proceeding shall be pending or threatened before any court or governmental body which seeks to restrain, prohibit, or challenge or interfere with the consummation of the transactions contemplated by this Agreement or which would otherwise constitute a lien on or burden the Property or Seller's right to perform its obligations under this Agreement; and

(e) Title Policy. The Title Company shall be prepared to issue an owner's policy of title insurance to Buyer in conformity with the Title Commitment and subject only to the Permitted Exceptions.

(f) Board Approval. Seller acknowledges and agrees that the Buyer's obligations under this Agreement shall be subject to the Buyer obtaining the approval of the Buyer's board of directors ("Board Approval"). Buyer shall promptly submit this Agreement for Board Approval after expiration of Inspection Period and shall provide Seller with notice upon obtaining Board Approval. Buyer shall have the right to terminate this Agreement if it does not obtain Board Approval and Earnest Money will be returned to the Buyer immediately. If Buyer has not received Board Approval within thirty (30) days following the later of the Inspection Period and Rezoning Approval Outside Date (as may be extended), the Seller at their sole discretion can terminate this Agreement and the Earnest Money will be returned to the Buyer. For the avoidance of doubt, a failure to obtain Board Approval is a non-default termination event; it shall not constitute a default by Buyer under Section 10.2(a), and Seller's sole remedy in such event is termination of this Agreement with return of the Earnest Money to Buyer.

(g) Presbytery Approval. Seller shall have delivered to Buyer either (i) written evidence of Presbytery Approval (as defined in Section 8.1(c)) or (ii) a written legal opinion from counsel knowledgeable in Presbyterian church governance confirming that no Presbytery Approval is required for this transaction.

5.2 Conditions Precedent to Seller's Obligations. Seller's obligations to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction and performance of the following conditions, any of which Seller may waive in writing:

(a) Performance of Obligations. Buyer shall have fully and completely performed its obligations under this Agreement, including, without limitation, making the deliveries required by Section 6.3 of this Agreement; and

(b) Representations. The representations of Buyer made in this Agreement shall be true and correct in all material respects on the date of the Closing.

(c) Leaseback Agreement. Seller and Buyer shall have executed and delivered the Leaseback Agreement at or prior to Closing.

5.3 Satisfaction of Conditions.

(a) Non-performance by Buyer. If the conditions precedent to Buyer's obligations set forth in Section 5.1 have been satisfied and Buyer fails to consummate the transactions contemplated by this Agreement, such failure shall constitute a default hereunder and Seller shall be entitled to exercise the remedies set forth in Section 10.2(a) hereof.

(b) Non-performance by Seller. If the conditions precedent to Seller's obligations set forth in Section 5.2 have been satisfied and Seller fails to consummate the transactions contemplated by this Agreement, such failure shall constitute a default hereunder and Buyer shall be entitled to exercise the remedies set forth in Section 10.2(b) hereof.

ARTICLE VI.

Closing

6.1 Time and Date of Closing. The consummation of the transaction contemplated herein ("Closing") shall occur at the offices of the Escrow Agent. At or before the Closing, the parties shall take such actions and deliver to the other such instruments, items, and documents as are necessary to carry out the purposes of this Agreement. The actions to be performed and the instruments, items, and documents to be delivered at the Closing shall include, without limitation, those described in this Article VI. The Closing shall be on or before the date which is fifteen (15) days following the Buyer's receipt of Board Approval (as defined in Section 5.1(f)), upon not less than five (5) business days' notice to Seller (the "Closing Date"). Buyer shall notify Seller in writing within one (1) business day of obtaining Board Approval. In no event shall Closing occur after November 1, 2026 (the "Outside Closing Date"). If Closing has not occurred by the Outside Closing Date: (a) if the delay is caused by Seller's failure to perform any obligation under this Agreement, including failure to finalize the Leaseback Agreement consistent with Exhibit H or failure to satisfy any condition set forth in Section 5.1, Buyer may terminate this Agreement and the Earnest Money shall be returned to Buyer immediately; (b) if the delay is caused solely by Buyer's failure to obtain Board Approval, Seller may terminate this Agreement and retain the Earnest Money as liquidated damages; or (c) in all other cases, either party may terminate this Agreement and the Earnest Money shall be returned to Buyer.

6.2 Seller's Acts and Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, the following to Buyer (or the Escrow Agent):

(a) A Special Warranty Deed with respect to the Property in the form attached hereto as Exhibit F (the "Special Warranty Deed") that has been duly executed and acknowledged by Seller, conveying the Real Property to Buyer subject only to the Permitted Exceptions, if any.

(b) A counterpart of Leaseback Agreement duly executed (To Be Negotiated Separately by the Parties) attached hereto as Exhibit H, with terms generally defined in Exhibit G attached hereto and made a part hereof.

(c) An Assignment and Assumption of Service Contracts in the form attached hereto as Exhibit D that has been duly executed by Seller.

(d) A Bill of Sale, Blanket Conveyance and General Assignment of all Personal Property, other than the Service Contracts assigned in subpart (c), above, in the form attached hereto as Exhibit E.

(e) Possession of the Property and all keys and combinations to locks on the Property, to the extent Seller or its property manager possess the same.

(f) Copies of all Review Documents (Seller may retain copies).

(g) A duly executed affidavit regarding the non-foreign status of Seller sufficient to relieve Buyer of the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations relating thereto.

(h) A duly executed affidavit of title and a lien/possession statement from Seller enabling the Title Company to insure title to the Property without exceptions for unfiled liens and matters created, first appearing in the public records, or attaching subsequent to the effective date of the Title Commitment but prior to the acquisition of the Property by Buyer.

(i) The Title Commitment "marked up" by a duly authorized representative of the Title Company extending the effective date to the date of Closing, reflecting the identity of the insured, satisfaction of the requirements and otherwise authorizing the Title Company to issue to Buyer the Title Policy, dated as of the Closing Date in the amount of the Purchase Price.

(j) Such other documents and instruments as may reasonably be required by Buyer, its counsel, or the Title Company and that may be necessary or desirable to consummate the sale of the Property to Buyer, including, without limitation, all documents evidencing the authority of Seller to consummate this transaction.

6.3 Buyer's Acts and Deliveries. Buyer shall deliver, or cause to be delivered, the following to Seller:

(a) The Purchase Price, as determined and adjusted pursuant to this Agreement, in readily available funds remitted to Escrow Agent by wire transfer.

(b) A counterpart of Leaseback Agreement duly executed (To Be Negotiated Separately by the Parties) attached hereto as Exhibit H, with terms generally defined in Exhibit G attached hereto and made a part hereof.

(c) A counterpart of the Assignment and Assumption of Service Contacts that has been duly executed by Buyer.

(d) Such additional documents as might be reasonably requested by Seller, its counsel, or the Title Company to consummate the sale of the Property to Buyer, including without limitation, evidence of Buyer's authority and good standing.

6.4 Closing Statement. The Escrow Agent shall prepare and the parties shall sign at the Closing, a closing statement with respect to the Property being sold hereunder, which closing statement shall be prepared in conformity with this Agreement and reflect the financial terms of such sale.

6.5 Close of Escrow. The Escrow Agent, as agent for the Title Company, shall agree in writing with Seller and Buyer that release of funds to the Seller shall irrevocably commit it to issue the Title Policy in accordance with this Agreement. Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Buyer in accordance with escrow instructions by each party consistent with this Agreement.

ARTICLE VII.

Prorations; Costs; and Similar Matters

7.1 Prorations. The following prorations and adjustments shall be as of the Closing Date.

(a) Ad Valorem Taxes. All real property and ad valorem taxes, if any, for the current taxable year shall be prorated to the Closing Date, with Seller being charged with all taxes for the period up to the day before the Closing Date. In the event the current year tax assessment has not been established, such proration shall be based on the prior tax year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of the Closing.

(b) Special Assessments. Any assessments, general or special, against the Property shall be prorated as of the Closing, with Seller being responsible for any installments of assessments which are due prior to Closing and Buyer being responsible for any installments of assessments which are due on or after the Closing.

(c) Other Expenses. Any and all utility deposits made by Seller shall remain the property of Seller and Buyer shall acquire no rights with respect thereto. Prior to the Closing Date, Buyer shall make its own arrangements with any and all utility companies for continuation of service to the Property including the making of any deposits required by such utility companies.

7.2 Costs. Seller and Buyer shall pay the costs of the transaction contemplated by this Agreement as allocated below. Anything in this Agreement to the contrary notwithstanding, the obligation of the parties to pay the allocated costs shall survive the Closing or the termination of this Agreement.

Buyer		**Seller**
0%	Seller's attorney's fees	100%
100%	Buyer's attorney's fees	0%
0%	Abstracting	100%
100%	Survey	0%
100%	Owner's Title Policy premium	0%
100%	Mortgagee Title Policy premium	0%
0%	Documentary stamps	100%
100%	Recording fees (for the deed only)	0%
50%	Closing fee	50%
100%	Mortgage registration tax	0%
100%	Phase I Environmental Assessment	0%
100%	Appraisal	0%

7.3 Utilities. Seller's existing accounts for utility services to improvements on the Property shall be closed as of the day of Closing, and all charges accrued prior to Closing shall be paid by Seller, (b) all deposits for such accounts shall be refunded to and shall belong to Seller, and (c) Buyer shall arrange for utility services to such improvements commencing on the day of the Closing. Seller, as tenant under the Leaseback Agreement, shall coordinate with Buyer regarding utility service arrangements for the leased space of the Property. The parties' respective obligations with respect to the utility service shall be governed by the Leaseback Agreement.

7.4 Insurance. Seller shall cancel its policies of insurance covering the Property effective as of the Closing. Buyer shall be responsible for obtaining any and all insurance coverage covering the Property as of the day of the Closing, and risk of loss with respect to the Property shall pass to Buyer at Closing. While risk of loss with respect to the Property shall pass to Buyer, other insurance obligations of Seller and Buyer with respect to the tenancy of the Seller following Closing, including any tenant insurance requirements, shall be governed by the Leaseback Agreement.

7.5 Sales Tax. Buyer shall be responsible for paying to Seller any sales tax due on the sale of the Personal Property, and Seller shall be responsible for remitting such sales tax to the Oklahoma Tax Commission.

7.6 Brokerage Commission. Foundry Commercial and Mason Conway, and NAI Red, have been retained by the Seller with respect to the purchase and sale of the Property as contemplated by this Agreement. Seller agrees that it shall be solely liable for the real estate commissions. Buyer and Seller each hereby agree to indemnify and hold the other harmless of and from any claim, loss or damage arising out of any compensation due or alleged to be due to a broker other than those listed in this Section, claiming employment by the indemnifying Party. Seller agrees to indemnify and hold Buyer harmless of and from any claim, loss or damage arising out of any compensation due or alleged to be due to any Party as a leasing or management fee. Real estate commissions shall be paid at the Closing in cash or certified funds.

ARTICLE VIII.

Representations

8.1 Representations of Seller. Seller represents to Buyer that, to the best of its knowledge:

(a) Title. There are no parties other than Seller that own or hold title to any portion of the Property in undivided interests or otherwise, and no person or entity other than Buyer has any right to acquire any interest in any portion of the Property, and as identified in the Title Commitment or Survey, if any.

(b) Authority. Seller has full power and authority to execute and deliver this Agreement and carry out its obligations hereunder.

(c) Consents. No consent, approval, or authorization from any governmental authority or other third party is required to be obtained by Seller in connection with the execution, delivery, and performance by Seller of this Agreement, other than any approval required by the applicable regional Presbytery under Seller's governing documents or applicable church polity ("Presbytery Approval"). Prior to Closing, Seller shall deliver to Buyer either (i) written evidence of Presbytery Approval or (ii) a written legal opinion from counsel knowledgeable in Presbyterian church governance confirming that no Presbytery Approval is required for this transaction. Receipt of such evidence or opinion is a condition precedent to Buyer's obligation to close under Section 5.1.

(d) No Existing Tenants. As of the Effective Date and the Closing Date, there are no leases, tenancies, licenses, rental agreements, or occupancy agreements affecting the Property, other than the Leaseback Agreement to be executed at Closing. Seller has not granted any person or entity the right to occupy the Property. Seller has no obligations as landlord under any existing lease as of the Effective Date.

(e) Service Contracts. Those Service Contracts to be provided prior the expiration of the Inspection Period, are all the existing Service Contracts as of the date of the Effective Date. Seller has not entered into any other Service Contract (or modified any existing Service Contracts) since the Effective Date without the prior written consent of Buyer, except those that will be terminated at Closing. Seller has delivered to Buyer at the time of document delivery described in Section 3.1 (a) true, accurate and complete copies of all existing Service Contracts and, within 5 days (but not later than 5 days prior to the expiration of the Inspection Period) of entering into any new Service Contracts or modifications to existing Service Contracts, Seller shall deliver true, accurate and complete copies of such new Service Contracts or modifications to existing Service Contracts. Seller is not in default under any of the Service Contracts, and Seller has received no notice of any default from any other party to any of the Service Contracts. To the knowledge of Seller, none of the other parties to any of the Service Contracts is in default.

(f) Notices of Violation of Laws. Seller has not received any written notice or written report from any governmental authority alleging that the Property or any portion thereof, and the use and operation thereof, is not in compliance with all applicable municipal and other governmental laws, ordinances, regulations, codes, licenses, permits, and authorizations.

(g) Pending Insurance Claims. There are no pending insurance claims by Seller with respect to loss or damage to any of the Property.

(h) Litigation. There are no pending or (to the best of Seller's knowledge, threatened) judicial, municipal or administrative proceedings affecting the Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof that are not fully covered by insurance maintained by Seller or a third party.

(i) Condemnation. There are no condemnation actions or similar proceedings pending, or to the knowledge of Seller, threatened, with respect to the Property or any part thereof.

(j) Effect of Agreement. This Agreement is binding on Seller and enforceable against Seller in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Property is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

(k) Condition of Property. Seller has not received any notice of any defects in the Property from any other third parties, except as disclosed in the Review Documents delivered to Buyer under the provisions of Section 3.1 (a), if any.

(l) Zoning. To Seller's knowledge, the Property is zoned to permit Buyer's intended use for mental health and social services programming, or no rezoning or special use permit is required for such use.

(m) Certificates of Occupancy. To Seller's knowledge, valid certificates of occupancy (or their equivalent) are in effect for all structures on the Property, and Seller has not received written notice from any governmental authority that any such certificate has been revoked or is subject to revocation.

8.2 Representations of Buyer. Buyer represents to Seller that:

(a) Authority. Buyer has full power and authority to execute and deliver this Agreement and carry out his obligations hereunder.

(b) Consents. No consent, approval, or authorization from any governmental authority or third party is required to be obtained by Buyer in connection with the execution, delivery, and performance by Buyer of this Agreement.

(c) Effect of Agreement. This Agreement is binding on Buyer and enforceable against Buyer in accordance with its terms. Neither the execution of this Agreement nor consummation of the transactions contemplated hereby will (i) result in a breach of, default under or acceleration of any agreement to which Buyer is a party or by which Buyer is bound, or (ii) violate any restriction, court order, agreement or other legal obligation to which Buyer is subject.

8.3 AS IS CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8.1, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS OR WILL HAVE, PRIOR TO THE END OF THE INSPECTION PERIOD, INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. EXCEPT AS PROVIDED IN SECTION 8.1 OF THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER, AND IF BUYER ACQUIRES THE PROPERTY FROM SELLER, BUYER ACKNOWLEDGES THAT IT WILL HAVE NO CLAIM AGAINST SELLER BY REASON OF ANY MATTER WITH RESPECT THERETO EXCEPT FOR ANY BREACH BY SELLER OF THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN. EXCEPT AS PROVIDED IN SECTION 8.1 OF THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN; PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION SHALL LIMIT THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT OR IN THE SPECIAL WARRANTY DEED OR THE OTHER CLOSING DOCUMENTS TO BE DELIVERED BY SELLER TO BUYER AT THE CLOSING.

ARTICLE IX.

Casualty or Condemnation

9.1 If, prior to Closing, all or any portion of the Property is damaged by fire or other natural casualty (collectively, "Damage"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively, "Eminent Domain"), then the following procedures, shall apply:

(a) $50,000 or Less. If the aggregate cost of repair or replacement or the value of the Eminent Domain (collectively, "repair and/or replacement") is $50,000 or less, in the opinion of Buyer's and Seller's respective engineering consultants, Buyer shall close and purchase the Property, as diminished by such events, in accordance with this Agreement, subject to a reduction in the Purchase Price due at the Closing, in the amount of the estimated cost of repair and/or replacement. (Buyer shall rebate to Seller any remaining proceeds after making the repairs. This provision shall survive Closing.) Any casualty insurance or condemnation proceeds shall be the sole and exclusive property of Seller.

(b) In Excess of $50,000. If the aggregate cost of repair and/or replacement is greater than $50,000, in the opinion of Buyer's and Seller's respective engineering consultants, then Buyer, at its sole option, may elect either to (i) terminate this Agreement by written notice to Seller and receive a return of the Earnest Money and neither party shall have further liability hereunder, except as otherwise provided in this Agreement; or (ii) proceed to close subject to (1) a reduction of the Purchase Price by an amount equal to the insurance deductible, which shall be applied against the cash otherwise due at Closing, together with (2) an assignment of the proceeds of Seller's casualty insurance for all Damage (or condemnation awards for any Eminent Domain). In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim (or condemnation award).

(c) Elections and Disputes. The parties shall make all elections and determinations within twenty (20) days following occurrence of the event giving rise to the Damage or Eminent Domain. In the event of a dispute between Seller and Buyer with respect to the cost of repair and/or replacement with respect to the matters set forth in this Article, an engineer designated by Seller and an engineer designated by Buyer shall select an independent engineer licensed to practice in the State of Oklahoma who shall solely resolve such dispute. All fees, costs, and expenses of the third engineer so selected shall be shared equally by Buyer and Seller.

ARTICLE X.

Termination and Default

10.1 Termination. If this Agreement is terminated by Seller or Buyer pursuant to an express right granted herein, the Earnest Money shall be applied as expressly provided elsewhere in this Agreement and the parties shall have no further rights or obligations to each other; provided, however, the provisions of this Section 10.1, Section 3.2(a) and (b), Section 7.2, and Section 11.10 shall survive such termination and continue to bind the parties. If this Agreement is so terminated, Buyer shall promptly return any of Seller's records and other matters delivered to Buyer by Seller in connection with the transactions contemplated by this Agreement.

10.2 Default.

(a) Default by Buyer. In the event the Buyer shall fail to perform the Buyer's obligations hereunder, except as excused by the Seller's default, the Seller shall make written demand on the Buyer for such performance and, if the Buyer fails to comply with such written demand within ten (10) days after receipt thereof, the Seller shall have the sole and exclusive option to either (i) waive such default or (ii) terminate this Agreement by written notice to Buyer and on such termination the Seller shall be entitled to receive the Earnest Money as liquidated damages and not as a penalty, it being specifically agreed by the Parties that the actual damages to the Seller as a result of the Buyer's failure to perform under this Agreement are difficult or impossible to ascertain. On such termination and receipt of the Earnest Money, the Parties shall be discharged from any further obligations and liabilities hereunder.

(b) Default by Seller. In the event that the Seller shall fail to perform the Seller's obligations hereunder, except as excused by the Buyer's default or in the event any of the Seller's representations or warranties herein contained shall prove to be false in any material respect, the Buyer shall make written demand upon the Seller for performance and if the Seller fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer shall have the option to (i) seek specific performance, (ii) waive such default, or (iii) terminate this Agreement and upon such termination the Earnest Money shall be returned to the Buyer.

ARTICLE XI.

Miscellaneous

11.1 Construction of Agreement. In the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared it shall not be applied because both parties have participated in the preparation of this Agreement.

11.2 Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the subject matter hereof and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to such subject matter. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

11.3 Headings; Construction. The headings that have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless the context otherwise requires. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

11.4 Assignment. The rights of the Buyer under this Agreement can be assigned in whole or in part without the consent of the Seller to a wholly owned or controlled affiliate of Buyer. Any other assignment requires Seller's prior written consent. No such assignment, whether or not consented to, shall relieve the Buyer of any of its obligations under this Agreement.

11.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.6 Further Acts. In addition to the acts recited in this Agreement to be performed by the parties, the parties shall perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

11.7 Time of the Essence. Time is of the essence of this Agreement.

11.8 Notices. All notices and other communications required or permitted hereunder, or contemplated hereby, shall be in writing and shall be personally delivered in return for a receipt, e-mail transmission (with original to follow by personal delivery or overnight delivery) or sent by overnight delivery by a national reputable courier service with confirmation of delivery, to the parties at the addresses set forth below. All notices shall be deemed given on the date of receipt if transmitted by e-mail and delivered during normal business hours, personally delivered in return for a receipt, or on the next business day following delivery to a national reputable, overnight courier service with a next-day delivery directive. Any party may change the address and parties to which notices are to be given by giving notice in this manner.

(a) Notices to Seller shall be addressed as follows:

Name:	Trinity Presbyterian Church
Attn:	Chris Turner, Elder
Address:	12309 Val Verde Dr.
City, State Zip:	OKC, OK 73142
Email:	cturner443@aol.com

with a copy to:

Name:	Trinity Presbyterian Church
Attn:	Cheryl Pennington, Clerk of Session
Address:	2301 N.E. 23rd Street
City, State Zip:	OKC, OK 73111
Email:	mspenny5270@gmail.com

(b) Notices to Buyer shall be addressed as follows:

Name:	Mental Health Association Oklahoma
Attn:	Jimmy Farmer
Address:	5330 E 31st Street, Suite 1000
City, State Zip:	Tulsa, OK 74135
Email:	jfarmer@mhaok.org

with a copy to:

Name:	Crowe & Dunlevy
Attn:	Malcolm E. Rosser IV
Address:	222 N Detroit Avenue, Suite 600
City, State Zip:	Tulsa, OK 74120
Email:	mac.rosser@crowedunlevy.com

with a copy to:

Name:	Colliers Oklahoma, LLC
Attn:	David Dirkschneider
Address:	16354 Muirfield Place, Suite A
City, State Zip	Edmond, OK 73013
Email:	davidd@colliers.com

11.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

11.10 Litigation. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement, the non-prevailing party shall pay all reasonable costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, attorneys' fees of counsel selected by the prevailing party. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this section shall survive the termination of this Agreement.

11.11 No Third Party Beneficiary. This Agreement is for the benefit only of the parties hereto and their successors and assigns, and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both such counterparts together shall constitute one and the same Agreement.

Remainder of Page Intentionally Left Blank
Signature Page to Follow

EXECUTED AND DELIVERED as of the Effective Date.

"BUYER"

MENTAL HEALTH ASSOCIATION IN TULSA, INC., DBA MENTAL HEALTH ASSOCIATION OKLAHOMA,
an Oklahoma Incorporated Nonprofit

By: Carrie Blumert
Name: Carrie Blumert
Its: CEO

EXECUTION DATE: 7/1/2026

"SELLER"

TRINITY PRESBYTERIAN CHURCH,
an Oklahoma Incorporated Nonprofit

By:____________________
Name: ____________________
Its:____________________

EXECUTION DATE: ____________

EXHIBITS:

Exhibit A:	Property Description
Exhibit B:	Excluded Personal Property
Exhibit C:	Review Documents
Exhibit D:	Assignment and Assumption of Service Contracts
Exhibit E:	Bill of Sale
Exhibit F:	Special Warranty Deed
Exhibit G:	Leaseback Abstract
Exhibit H	Leaseback Agreement

EXECUTED AND DELIVERED as of the Effective Date.

"BUYER"

MENTAL HEALTH ASSOCIATION IN TULSA, INC., DBA MENTAL HEALTH ASSOCIATION OKLAHOMA,
an Oklahoma Incorporated Nonprofit

By:________________________________
Name:______________________________
Its:________________________________

EXECUTION DATE: ____________

"SELLER"

TRINITY PRESBYTERIAN CHURCH,
an Oklahoma Incorporated Nonprofit

By:________________________________
Name: Chris Turner
Its: Session Elder

EXECUTION DATE: 7/1/2026

EXHIBITS:

Exhibit A:	Property Description
Exhibit B:	Excluded Personal Property
Exhibit C:	Review Documents
Exhibit D:	Assignment and Assumption of Service Contracts
Exhibit E:	Bill of Sale
Exhibit F:	Special Warranty Deed
Exhibit G:	Leaseback Abstract
Exhibit H	Leaseback Agreement

EXHIBIT A

Lots Eight (8), Nine (9), and Ten (10), Block Forty-Eight (48), CRESTON HILLS ADDITION to Oklahoma City, Oklahoma.

Lots Three (3), Four (4), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), block Four (4) LAIN HILLS ADDITION to Oklahoma City, Oklahoma.

AKA 2301 NE 23rd Street, Oklahoma City, OK 73111

AKA County Assessor Parcel Numbers:

- R030039776
- R073723500
- R073724700
- R073724800
- R073724900
- R073725000
- R030039780
- R073724500
- R073724600

EXHIBIT B

<u>EXCLUDED PERSONAL PROPERTY</u>

NONE

EXHIBIT C

REVIEW DOCUMENTS

- **Inventory**: list of inventories of personal property used in connection with the Property that will be transferred with the Property

- **Contracts**: Copies of any management contract, service agreements, maintenance contracts, employee agreements, utility contracts, cable service agreements, internet service agreements, satellite dish service agreements, advertising agreements, or any other contracts and/or agreements related to the Property including those for future events or work, affecting the ownership, operation or maintenance of the Property that would survive Closing (collectively "Service Contracts");

- **Reports**: Any environmental, architectural and engineering reports prepared for the Seller, and to Seller's knowledge in its possession in connection with Seller's purchase, ownership or management of the Property, if any;

- **Warranties**: To the extent assignable, copies of warranties, guaranties, indemnities, and claims for the benefit of the Seller relating to the Property covered by said warranties, guaranties and indemnities, if any;

- **Insurance Loss Runs**: Copies of any insurance claims pertaining to the Property ("Loss Runs") for the previous five (5) year period and any active insurance claims. Delays in obtaining the Loss Runs will not constitute a reason for the inspection period to not begin, but Buyer shall have a minimum of 48 hours after receipt of the Loss Runs to review and approve or reject this item.

- **Utility Accounts**: A list of all utility accounts, listed with utility company, account number and address associated with the utility account, certified by the Seller to be true and correct as the total and absolute list of utility accounts associated with the Property.

- **Survey**: An existing survey of the Real Property, if in Seller's possession, ("Survey").

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS (the "Assignment") is made and entered into this _____ day of ___________, 2026, by and between BUYER ENTITY, LLC, an Oklahoma limited liability company ("Assignor"), and SELLER ENTITY, LLC, an Oklahoma limited liability company ("Assignee").

A. Contemporaneously with the execution and delivery hereof, Assignor has sold and conveyed to Assignee by Special Warranty Deed the real property more particularly described in Exhibit A to that certain Purchase and Sale Agreement between Assignor and Assignee dated June ______, 2026, together with all buildings, structures and improvements thereon, including all fixtures, furnishings and equipment (collectively, the "Property");

B. In connection with the conveyance of the Property, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to certain contracts affecting the Property, including service, maintenance, equipment, labor, material, repair, guaranty, warranty and other contracts relating to the maintenance, repair or operation of the Property, which Assignee has agreed to assume from and after the date hereof, all of which are more particularly described in Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Contracts"); and

C. Assignor and Assignee have further agreed that Assignee shall expressly assume all of the obligations of Assignor arising under the Contracts from and after the date of this Assignment, and that Assignor shall expressly agree to indemnify and hold Assignee harmless against any claim, loss, cost or expense arising under the Contracts and accruing prior to the date of this Assignment.

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

1. Transfer and Assignment. Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Contracts.

2. Assumption of Obligations. Assignee hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor under each of the Contracts first accruing and arising with respect to the period from and after the date of this Assignment.

3. Indemnity. Assignor hereby indemnifies and holds Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations and liabilities of Assignor under the Contracts to be observed, performed

or discharged with respect to the period prior to the date of this Assignment. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignee's failure, from and after the date of this Assignment, to observe, perform and discharge all covenants, obligations and liabilities first accruing under the Contracts with respect to the period from and after the date of this Assignment.

4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Oklahoma.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

SELLER ENTITY, LLC, an Oklahoma limited liability company

By:____________________________________
Its:____________________________________

ASSIGNEE:

BUYER ENTITY, LLC, an Oklahoma limited liability company

By:____________________________________
Its:____________________________________

SCHEDULE 1 – LIST OF ASSIGNED CONTRACTS

EXHIBIT E

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT SELLER ENTITY, LLC, an Oklahoma limited liability company ("Seller"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers unto BUYER, LLC, an Oklahoma limited liability company, or its permitted assigns ("Buyer"), all of the tangible and intangible personal property owned by Seller and attached to, appurtenant to, or located at and used in connection with the ownership, operation and maintenance of the real property known as PROPERTY NAME, located at ADDRESS CITY, STATE ZIP, including, without limitation, the following:

1. All appliances, furniture, fixtures, equipment, awnings, screens, storm doors and windows, carpets, drapes, window blinds, cabinets, partitions, ducts and compressors, hot water heaters, supplies, landscaping materials, maintenance equipment and tools, signs, keys and locks, and all other tangible personal property of every kind and character;

2. Any and all rights, if any, of Seller in and to all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps or plats and entitlements issued, approved or granted from time to time with respect to the Real Property or the other items of Property herein conveyed, and any and all development rights and other intangible rights, title, interests, privileges and appurtenances of every kind and character, owned by Seller and in any way related to or used in connection with the Real Property and its construction, use, maintenance, repair, leasing and operation; and pertinent and undivided interest in, as applicable, licenses, permits, certificates of occupancy, presently effective warranties or guaranties from any contractor, subcontractor, supplier, manufacturer, serviceman, or materialman, the non-exclusive right to use the name "PROPERTY NAME," and the non-exclusive goodwill associated with such trade name, all other general intangible personal property of every kind and character (all of the foregoing, collectively, the "Intangible Personal Property"). Provided, however, and notwithstanding anything herein to the contrary, the Intangible Personal Property shall not include any cash on hand, bank accounts, accounts receivable, notes receivable, investment accounts, or utility security deposits owned by Seller.

Buyer has inspected the tangible and intangible property and accepts the same in its AS IS condition, WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY AS TO FITNESS OR MERCHANTABILITY FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH WILL BE AND ARE HEREBY EXPRESSLY NEGATED AND DISCLAIMED, save and except warranty of title.

To have and to hold the same unto Buyer, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, security interests and other liens and encumbrances of whatsoever natures.

DATED and delivered this _____ day of _______________, 2026.

SELLER ENTITY, LLC, an Oklahoma limited liability company

By:_______________________________________
Its:_______________________________________

EXHIBIT F

AFTER RECORDING MAIL TO:

____
____
____
Attn: _______________________________

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT SELLER ENTITY, LLC, an Oklahoma limited liability company ("Grantor"), with an address of SELLER MAILING ADDRESS CITY, STATE ZIP, in consideration of the amount of Ten Dollars ($10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto BUYER ENTITY, LLC, an Oklahoma limited liability company ("Grantee"), with an address of BUYER MAILING ADDRESS CITY, STATE ZIP, that certain tract of real property located in Oklahoma County, Oklahoma, and more particularly described on Exhibit A attached hereto, together with any and all buildings, structures, improvements, and fixtures thereon and any and all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, rights of ingress and egress and any reversionary interests thereto, any and all strips and gores between the above-described land and abutting properties, any and all sanitary sewer discharge treatment capacity and other utilities, any and all rights in and to easements, walkways, alleys, air rights, water rights, sewer rights and drainage rights incidental to the above-described land, any and all interests appurtenant to the above-described land, and all leases relating thereto, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder previously reserved or conveyed of record (the "Property"), and warrants title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, liens, and encumbrances of whatsoever nature granted by, through, or under Grantor, but not otherwise, and in any event excluding from this warranty the matters set forth on Exhibit B attached hereto.

[SIGNATURES ON FOLLOWING PAGES]

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever.

EXECUTED this _____ day of _______________, 2026.

SELLER ENTITY, LLC, an Oklahoma limited liability company

By:____
Its:____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____________, 2026, by _________________________, as _______________________of SELLER ENTITY, LLC, an Oklahoma limited liability company.

____
Notary Public
Commission No. _________________
[SEAL] My commission expires:____________

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B – PERMITTED EXCEPTIONS

[ENSURE THAT EXHIBITS A & B TO THIS DEED HAVE 2 INCH MARGINS AT THE TOP OF EVERY PAGE AS WELL]

EXHIBIT G
LEASE ABSTRACT
Leaseback Agreement

Trinity Presbyterian Church, Inc. (Tenant) | Mental Health Association Oklahoma (Landlord)

2301 NE 23rd Street, Oklahoma City, OK 73111

IMPORTANT: This Lease Abstract is a summary of the material terms agreed upon or contemplated by the parties in connection with the Leaseback Agreement (the "Lease Agreement") to be entered into simultaneously with the Closing under the Purchase and Sale Agreement. This Abstract is not intended to be a complete statement of all terms and conditions of the Lease Agreement. The Lease Agreement shall incorporate all terms set forth in this Exhibit G, and no provision of the Lease Agreement shall materially diminish any right or protection afforded to Landlord under this Exhibit G; the Lease Agreement shall otherwise have commercially reasonable terms. In the event of any conflict between the executed Lease Agreement and this Exhibit G, the terms of this Exhibit G shall control unless both parties expressly agree in writing to deviate from a specific term herein.

I. PARTIES AND PROPERTY	
Document Type	Lease Abstract — Leaseback Agreement
Landlord / Lessor	Mental Health Association in Tulsa, Inc., DBA Mental Health Association Oklahoma *("MHAOK" or "Landlord")*
Tenant / Lessee	Trinity Presbyterian Church, an Oklahoma Nonprofit Corporation *("Trinity" or "Tenant")*
Property Address	2301 NE 23rd Street, Oklahoma City, OK 73111
Legal Description	As set forth in Exhibit A to the Purchase and Sale Agreement
II. LEASE TERM	
Commencement Date	The date of Closing under the Purchase and Sale Agreement between the parties, as defined therein
Lease Term	Five (5) years from the Commencement Date
Expiration Date	The fifth (5th) anniversary of the Commencement Date
Renewal Options	None. This Lease shall expire on the Expiration Date with no option to renew or extend.
III. LEASED PREMISES	
Leased Premises	The Sanctuary and room immediately adjacent to the Sanctuary are specifically identified in the Lease Agreement, located within the Property at 2301 NE 23rd Street, Oklahoma City, OK 73111 (the "Leased Premises"). The exact boundaries and square footage of the Leased Premises shall be defined by a premises exhibit attached to the Lease Agreement.
Premises Exhibit	*[To be attached as an exhibit to the Lease Agreement — floor plan or legal description identifying the Leased Premises]*
Landlord Control of Remainder	Landlord (MHAOK) shall retain full use, control, and possession of all portions of the Property not constituting the Leased Premises, at Landlord's sole discretion, without restriction or interference from Tenant.
Shared / Common Areas	Not applicable.
Parking	Mutual access agreement for the parking lot to be negotiated and defined in the Lease Agreement.

IV. RENT	
Base Rent	One Dollar ($1.00) per month
Rent Commencement	The Commencement Date
Rent Escalations	None. Base Rent shall remain $1.00 per month throughout the entire Lease Term.
Security Deposit	None. Landlord reserves rights to recover costs due to excessive damages from tenant.
NOTE: The nominal $1.00/month rent reflects the parties' intent that this is a below-market leaseback arrangement. Counsel should confirm whether this structure requires any additional consideration provisions or triggers tax/reporting obligations for either party as a non-profit entity.	
V. OPERATING EXPENSES & RESPONSIBILITIES	
Lease Structure	Generally treated as a modified gross lease, with the landlord paying utilities, and tenant paying for their own janitorial and maintenance of the interior leased space. — Details to be negotiated and defined in the Lease Agreement
Real Property Taxes	Not applicable.
Property Insurance	Landlord is responsible for property insurance, but tenant is required to carry a general liability policy with minimum coverage of One Million Dollars ($1,000,000.00) and name Landlord (and its affiliates) as additional insureds, with proof of coverage delivered before the lease commences and annually thereafter.
Utilities	Landlord to pay the Property’s utilities, but limitations to be negotiated and defined in the Lease Agreement for excessive use by Tenant, including being subject to the Utility Cap provisions set forth in this Exhibit G: Tenant’s utility consumption is capped at a baseline allocation to be defined in the Lease Agreement based on the square footage of the Leased Premises as a proportion of the total Property. Tenant is responsible for any consumption above the baseline, measured by submetering or a mutually agreed allocation methodology.
Maintenance & Repairs	Landlord will maintain the Property’s interior and exterior, except for the Tenant’s leased space interior. Tenant will be responsible for maintaining the interior of their leased space.
Capital Expenditures	Landlord is responsible for capital expenditures of the Property.
VI. PERMITTED USE & MODIFICATIONS	
Permitted Use	To be defined in the Lease Agreement, it is expected to include religious/worship services and related church activities.
Alterations — Cosmetic	Tenant shall not make any cosmetic alterations, improvements, or modifications to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
Alterations — Material / Structural	Tenant shall not make any material or structural alterations, modifications, or improvements to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
Code-Required Work	Notwithstanding the foregoing, Tenant may perform alterations to the interior of their leased space only, as required by applicable law, ordinance, or code without prior written consent of Landlord, provided that Tenant (i) provides Landlord with prompt written notice, (ii) performs all such work in a good and workmanlike

	manner, and (iii) complies with all applicable laws and regulations. Additional standard exceptions to the alteration restriction shall be defined in the Lease Agreement.
Signage	Landlord (MHAOK) has primary signage rights over the Property. Tenant's existing signage may remain during the Lease Term only to the extent it does not conflict with Landlord's operational or branding needs. Landlord may modify or relocate Tenant's signage upon thirty (30) days' written notice. Landlord may install new signage at its sole discretion.
VII. ASSIGNMENT & SUBLETTING	
Assignment by Tenant	Tenant is not allowed to assign the leased space without prior written approval of the landlord.
Subletting	Tenant is not allowed to sublet the leased space without prior written approval of the landlord.
VIII. TERMINATION	
Early Termination	Neither party shall have a unilateral right to terminate this Lease prior to the Expiration Date, except as may be provided for default or casualty/condemnation events in the Lease Agreement, which shall include the following (without limitation): Landlord may immediately terminate this Lease for cause upon written notice of termination to Tennant if Tenant breaches this Agreement or the Lease Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach from Landlord. No termination fee is owed by Landlord. "Cause" includes, without limitation: (a) failure to pay rent; (b) unauthorized subletting or assignment; (c) any interference by Tenant, its staff, congregation, or invitees with Landlord's operations, programming, staff, or clients; (d) failure to maintain the interior of the Leased Premises; (e) use of the Leased Premises for any purpose other than the defined permitted use; (f) any conduct creating a health, safety, or liability risk to Landlord's clients or staff; or (g) material breach of Landlord's policies and procedures after written notice. For items (c) and (f), Landlord may terminate immediately upon written notice if the conduct is not remedied within twenty-four (24) hours, notwithstanding anything to the contrary. Tenant's tenancy is subject to the Lease Agreement, Landlord's policies and procedures as updated upon reasonable notice, and all applicable law.
Holdover	If Tenant remains in occupancy after the Expiration Date (or an earlier termination date) without Landlord's prior written consent, the tenancy converts to month-to-month at a holdover rate of $20.00 per square foot annually (approximately 1.5x current Oklahoma City market rate), billed monthly, terminable by Landlord on thirty (30) days' written notice. Tenant shall be liable for all of Landlord's costs, damages, and attorneys' fees arising from failure to vacate.
IX. GENERAL PROVISIONS	
Governing Law	State of Oklahoma
Entire Agreement	The Lease Agreement, when executed, shall constitute the entire agreement of the parties with respect to the leasing of the Leased Premises and shall supersede all prior negotiations and understandings, provided that the Lease Agreement shall incorporate all terms set forth in this Exhibit G, and in the event of any conflict, this Exhibit G controls unless both parties expressly agree in writing to deviate from a specific term herein.
Relationship to PSA	The execution and delivery of the Lease Agreement by both parties is a condition

	precedent to the obligations of each party to close under the Purchase and Sale Agreement dated on or about the Commencement Date.

Acknowledged and agreed as to the terms set forth herein:

LANDLORD:
Mental Health Association in Tulsa, Inc.,
DBA Mental Health Association Oklahoma,
an Oklahoma Nonprofit Corporation

By: Carrie Blumert ____________________ Date: __7/1/2026____________________

Name: __Carrie Blumert______________________
Title: ___CEO________________________________

TENANT:
Trinity Presbyterian Church,
an Oklahoma Nonprofit Corporation
By: ______________________________________ Date: ______________________________________
Name: ______________________________________
Title: ______________________________________

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Acknowledged and agreed as to the terms set forth herein:

LANDLORD:
Mental Health Association in Tulsa, Inc.,
DBA Mental Health Association Oklahoma,
an Oklahoma Nonprofit Corporation
By: ______________________ Date: ______________________
Name: ______________________
Title: ______________________

TENANT:
Trinity Presbyterian Church,
an Oklahoma Nonprofit Corporation
By: ______________________ Date: July 1, 2026
Name: Chris Turner
Title: Session Elder

EXHIBIT H

Leaseback Agreement (To Be Negotiated Separately by Parties)

From: Care of Pastoral Leaders Network

Date: August 1, 2026

Subject: Report to Indian Nations Presbytery

INFORMATION:

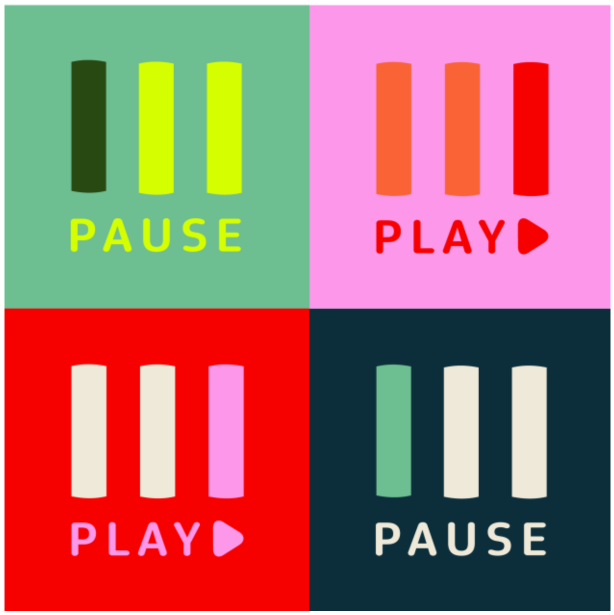
1. The Pastoral Leaders of the three Oklahoma Presbyteries are invited to attend the annual Pastoral Leaders Retreat, October 19-20, at St. Crispin's Conference Center in Wewoka, Oklahoma (see attached flyer).

Pastoral Leader's Retreat

For all pastoral leaders (CREs and Revs) of Cimarron, Eastern Oklahoma, and Indian Nations Presbyteries

OCTOBER 19-20, 2026

St Crispin's Conference Center + Camp
Wewoka, Oklahoma



Saint Paul School of Theology

The Pause/Play Center for Preachers *helps weary preachers restore their creativity and reignite their imagination through rest and play. You are invited to get a taste of our ministry October 19-20 as* ***Project Director Rev. Dr. Casey Sigmon and Arts Consultant Rev. Amy Shoemaker*** *bring Pause/Play to Oklahoma.*

Register by **September 17** @info@okinp.org or (405) 524-0990
$90/person • Scholarships available

Retired Clergy

You are invited to lunch

with Kevin Keaton of the Board of Pensions

Thursday, August 20
11:00 am

in the Fireside Room
(2nd Floor, across from INP)
of First Presbyterian Church
1001 NW 25th St
Oklahoma City

Please RSVP by August 13 to
(405) 524-0990 or info@okinp.org
or use this link:
Retiree Luncheon Oklahoma Presbyteries Oklahoma City – Fill out form