

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.

Petitioner,

vs.

MT. BETHEL UNITED METHODIST
CHURCH, INC. d/b/a MT. BETHEL
UNITED METHODIST CHURCH,

Respondent, Counterclaim
and Third-Party Plaintiff,

vs.

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.,
THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP;
JESSICA E. TERRELL, DISTRICT
SUPERINTENDENT; and JOHN DOES 1-5,

Defendants in Counterclaim,

and

THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP,
JESSICA E. TERREL, DISTRICT
SUPERINTENDENT, and JOHN DOES 1-5,

Third-Party Defendants.

CIVIL ACTION FILE
NUMBER: 21-1-06801-28

CONSENT FINAL DECREE



The above-styled action is before the court on the Parties' CONSENT MOTION FOR ENTRY OF CONSENT FINAL DECREE (the "Consent Motion").

The Parties have reached a full and final settlement which requires entry of this O.C.G.A. § 9-15-14(b) Consent Final Decree to fully effect the terms of the settlement. The Parties stipulate and consent to this Consent Final Decree and to its prompt entry by the Court.

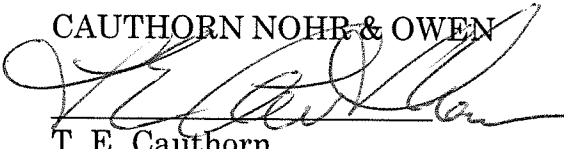
THEREFORE, considering the Consent Motion, applicable law, and the Settlement Agreement attached hereto and incorporated herein as Exhibit A-1 and A-2 which together constitute one settlement agreement (the "Settlement Agreement"), the Consent Motion is hereby GRANTED. The terms of the Settlement Agreement are approved by this Court and are made the final judgment of this Court as to all claims by all parties. To the extent that the Settlement Agreement does not fully address each and every one of the claims by any party, by virtue of this Consent Final Decree, they are otherwise dismissed with prejudice.

SO ORDERED, this __ day of _____, 2022

The Honorable Robert D. Leonard, II
Chief Judge, Cobb County Superior Court

Jointly prepared and presented by:

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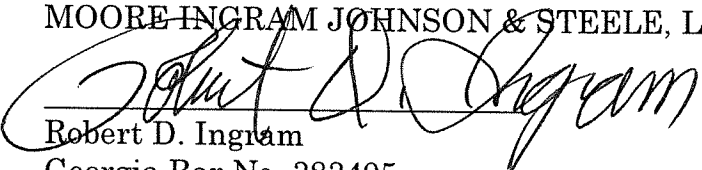
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Conference of the United Methodist Church, Inc.;
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Methodist Church, Inc.; Sue Hauptert-Johnson,
Bishop; Jessica E. Terrell, District
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Attorneys for Mt. Bethel

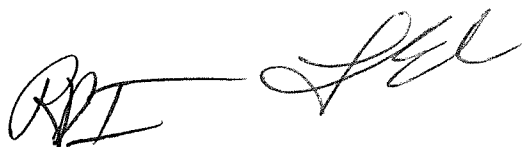


EXHIBIT A-1

STATE OF GEORGIA
COUNTY OF COBB

SETTLEMENT AGREEMENT


THIS SETTLEMENT AGREEMENT is made the ___ day of June, 2022 (hereinafter the "Effective Date"), between The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc. (hereinafter "Trustees"), Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church (hereinafter "Mt. Bethel"), The North Georgia Conference Of The United Methodist Church, Inc. (hereinafter "Conference"), Bishop Sue Hauptert-Johnson (hereinafter "Bishop"), and District Superintendent Jessica Terrell (hereinafter "DS") (hereinafter referred to individually as "Party" and collectively referred to as "the Parties").

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

PREAMBLE

Covenant as fellow Christians. All Parties covenant and agree that they and their respective members are part of the one universal church in service to Jesus Christ. Both sides plan to look forward and honor the mission and ministry of each other as Christians. Accordingly, the Parties shall encourage their members to focus on the mission of Jesus Christ and not the past actions and alleged transgressions of each other, as referenced in the civil action now being mutually resolved pursuant to this settlement agreement. As part of this covenant, the parties agree that, except as required by law or this Settlement Agreement, the parties intend as Christians to refrain from publishing or disseminating any of the materials developed through this litigation or exchanged through the discovery process, and the parties intend as Christians to refrain from

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel:  _____
Conference: _____
Bishop: _____
DS: _____

publishing or making any comments or remarks about the other parties or any of the other parties' ministers or members that could reasonably be expected to adversely affect the reputation of the other.

1 Status of the Parties

Litigation between the Parties is currently pending in the Superior Court of Cobb County in Civil Action File Number 21-1-06801-28: Trustees are the Petitioner and one of the four Co-Defendants in Counterclaim; Mt. Bethel is the Respondent, the Plaintiff in Counterclaim, and the Third-Party Plaintiff; and Conference, Bishop, and DS are three of the four Co-Defendants in Counterclaim and are all of the Third-Party Defendants.

The disputes between the Parties are set forth in the pending litigation and the Parties desire to settle and resolve all matters relating to the pending litigation.

2 Consideration

The consideration for this Settlement Agreement is the mutual benefits to be obtained by the Parties and the covenants and agreements of each of the Parties to the other Parties. The adequacy of the consideration for all agreements herein contained is stipulated and admitted by the Parties.

SETTLEMENT AGREEMENT

Trustees: _____

Mt. Bethel: _____

Conference: _____

Bishop: _____


DS: _____

It is the purpose and intent of this Settlement Agreement to settle forever and completely the interests and obligations of the Parties as between themselves, their agents, and assigns; and to that end this Settlement Agreement is binding upon each of the Parties' respective agents, successors, and assigns.

3 Property of The Parties

- a) Real estate described in that certain Notice of Lis Pendens recorded on September 9, 2021 in Lien Book 142, at page 3490, a copy of which is attached hereto and incorporated herein as Exhibit A for a more complete and accurate description thereof since some of the property addresses share multiple tax parcel ID numbers, or have no street numbers, the Parties have compiled a listing identifying each parcel of real estate described in Exhibit A by their usage, which listing is attached hereto as Exhibit B and incorporated herein by express reference;
- b) Tangible personal property titled in Mt. Bethel;
- c) Tangible personal property in the possession of Mt. Bethel, which property is not titled;
- d) Intangible personal property titled in Mt. Bethel;

SETTLEMENT AGREEMENT

Trustees: _____
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Conference: _____
Bishop: _____
DS: _____


- e) Intangible personal property in the possession of Mt. Bethel, which property is not titled;
- f) Financial accounts held in the name of Mt. Bethel;
- g) Insurance policies covering the various risks of Mt. Bethel; and,
- h) Debts and obligations of Mt. Bethel or debts and obligations of third parties guaranteed or endorsed by Mt. Bethel.

No Party hereto is relying upon representations made by another Party hereto, but instead each Party hereto has conducted its own due diligence prior to entering into this Settlement Agreement and is entering into this Settlement Agreement based upon its own independent judgment.

4 Mt. Bethel Payment To Trustees

The closing of the real estate transactions described herein will take place within 120 days of the Effective Date, wherein Mt. Bethel will pay to Trustees \$13,100,000.00 of which \$11,941,000.00 will be paid in cash and \$1,159,000.00 will be paid by delivering ownership and control of an account at Truist Bank holding a certain endowment from the Estate of Richard E. Hanson in the approximate amount of \$1,159,000.00 (hereinafter the "Endowment Account"). In the event the Endowment Account cannot be transferred by Mt. Bethel to the Trustees for the

SETTLEMENT AGREEMENT

Trustees: _____
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Bishop: _____
DS: _____

benefit of the United Methodist Church free and clear of all restrictions imposed by Mt. Bethel, then Mt. Bethel may, if otherwise not able to pay the remaining balance in cash at closing, execute a promissory note to Trustees for the remaining \$1,159,000.00, payable in three years, with a 5% annual percentage rate, with no prepayment penalty and all interest and principal due in full at maturity. The promissory note shall be secured by the parcels of real property described in Exhibit A that are shown to be restricted in Exhibit B. The promissory note to be executed by Mt. Bethel will be in a form substantially similar to that document attached hereto as Exhibit C to this Agreement and is incorporated herein. The Security Deed granted by Mt. Bethel will be in a form substantially similar to that document attached hereto as Exhibit D. The promissory note shall be subordinate to any future secured lender of record.

5 Trustees' Conveyances To Mt. Bethel

At the closing of the real estate transactions described herein, the Trustees will execute and deliver a quit-claim deed to Mt. Bethel for each of the parcels of real property described in Exhibit A, in a form substantially similar to that document attached hereto as Exhibit E. Bishop and DS will execute and deliver a release and termination of the Trust Clause as provided for by ¶ 2501 of the United Methodist Church Book of Discipline (the "Trust Clause"), in a form substantially similar to that document attached hereto as Exhibit F. The quit-claim deed and the

SETTLEMENT AGREEMENT

Trustees: _____

Mt. Bethel: _____

Conference: _____

Bishop: _____

DS: _____

release and termination of the Trust Clause referred to herein shall be sufficient to accommodate insurable title, without exception or qualification, on each of the parcels of real property described in Exhibit A. Trustees will issue a bill of sale for \$10 for all other tangible and intangible property held by Mt. Bethel subject to the Trust Clause. The Trust Clause will be released from all property and assets, except for that property and those assets specifically required to be transferred by Mt. Bethel to Trustees under this Settlement Agreement and subject to the following covenants and restrictions, which will be incorporated into the quitclaim deed previously referenced herein as Exhibit E:

- For a period of 7.5 years from the date of the recording of Exhibit E, none of the parcels of real property described in Exhibit A will be used as a headquarters or office for any religious denomination;
- For a period of 7.5 years from the date of the recording of Exhibit E, each of the parcels of real property described in Exhibit A and shown to be restricted in Exhibit B will be used for Church or school purposes only; Mt. Bethel is not prevented from disposing of those parcels of real property described in Exhibit A that are shown to be unrestricted on Exhibit B; and,

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____

Conference: _____

Bishop: _____

DS: _____

- For a period of 7.5 years from the date of the recording of Exhibit E, no less than 30 days prior to listing any one or more of the parcels of real property for sale described in Exhibit A that are shown to be restricted in Exhibit B, Mt. Bethel will notify Trustees, who will have the right to purchase the said property for Mt. Bethel's appraised value; and in the event Trustees disagree with Mt. Bethel's appraised value, Trustees may obtain their own appraisal and the purchase price will be the average of the two appraisals if the appraisals are within 5% of each other, and if the appraisals differ by more than 5%, the appraisers will choose a third appraiser to provide a third appraisal and all 3 appraisals will then be averaged to obtain the purchase price; The Parties acknowledge and agree that this right of first refusal will not apply to the parcels of real property in Exhibit A that are shown to be unrestricted in Exhibit B and this right of first refusal will be subordinate to the rights of any future secured lender of record; References in this subparagraph to appraisals refer to appraisals performed and certified by a Member, Appraisal Institute, commonly referred to as an MAI appraiser; Trustees' purchase pursuant to this right of first refusal must close within 90 days of Mt. Bethel's notice to Trustees of Mt. Bethel's intent to list the Real Property for sale; and, the terms of this subparagraph are incorporated into Exhibit E.

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

6 Assumption of Encumbrances

Mt. Bethel assumes all responsibility and liability for all encumbrances and liens on all of the real and personal property transferred to it or released from the Trust Clause pursuant to this Settlement Agreement. Mt. Bethel agrees to indemnify and hold harmless the Trustees and Conference from any claim or liability that the Trustees or Conference may suffer or may be required to pay because of such encumbrances or liens.


7 Property Insurance

All insurance on property transferred hereunder or released from the Trust Clause is hereby assigned to Mt. Bethel; and payment of the insurance premiums on such insurance from the Effective Date shall hereafter be the sole responsibility of Mt. Bethel.

8 Use of "United", "United Methodist", the Cross & Flame, UMC Intellectual Property and Trademarks

Mt. Bethel will cease all use of "United", "United Methodist", the Cross & Flame insignia, and any intellectual property of the United Methodist Church, including the removal of all signage containing the same.

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: 
Conference: _____
Bishop: _____
DS: _____

All tangible personal property bearing the Cross & Flame insignia or any United Methodist Church intellectual property or trademarks shall be returned and delivered to Trustees by Mt. Bethel.

9 Mutual General Release

Upon successful completion of the real estate closing referenced herein and except as otherwise provided herein, the Parties shall and do mutually remise, release, and forever discharge each other from any and all actions, suits, debts, claims and demands, and obligations whatsoever, whether known or unknown, both in law and equity, which any of them ever had, now has, or hereafter may have against another Party upon or by reason of any matter, cause or thing up to the Effective Date of this Settlement Agreement.

10 Release from Apportionment Payments and Unfunded Pension Liabilities

Upon successful completion of the real estate closing referenced herein, Mt. Bethel is hereby released from the payment of apportionments or any obligation for the payment of unfunded pension liabilities.

11 Consent Final Decree and Survival

This Settlement Agreement shall be offered in evidence in the Superior Court of Cobb

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

County and, if accepted by the Court, shall be incorporated by reference into a Consent Final Decree, which is entered pursuant to O.C.G.A. § 9-11-54(b) and which dismisses all claims, counterclaims, and third-party claims not adjudicated by the Consent Final Decree, which Consent Final Decree will be entered in Civil Action File Number 21-1-06801-28 (hereinafter the "Consent Final Decree"). Notwithstanding such incorporation, this Settlement Agreement shall survive independently of such Consent Final Decree.

The Consent Final Decree shall constitute a final judgment and each claim set forth by any Party in Civil Action File Number 21-1-06801-28 shall be finally adjudicated by same, in a form substantially similar to that document attached hereto as Exhibit G.

12 Amendment or Modification

This Settlement Agreement may be amended or modified only by written instrument signed by all of the Parties and acknowledged before persons authorized to take acknowledgments.

13. Funds Raised from Donors to Pay Settlement are Exempt From the Trust Clause

The Parties agree that Mt. Bethel may engage in fundraising efforts with various donors to raise the funds necessary to pay the settlement funds set forth in Section 4 of this Settlement

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

Agreement. All of the settlement funds raised by or donated to Mt. Bethel for that purpose shall be deposited by Mt. Bethel into a segregated account and the Parties agree that the Trust Clause does not apply to those settlement funds or the account holding those settlement funds.

14 Mt. Bethel Name Change

Prior to the real estate closing referred to herein, Mt. Bethel will change its corporate name to Mt. Bethel Church, Inc., and its trade name will be Mt. Bethel. All documents executed and delivered at the real estate closing wherein Mt. Bethel is referred will note therein that Mt. Bethel Church, Inc., d/b/a Mt. Bethel, was formerly known as Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church.

The foregoing name change will be completed so as not to delay or interfere with the real estate closing referred to herein.

15 General Provisions

- a) This Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the State of Georgia.
- b) If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

SETTLEMENT AGREEMENT

Trustees: _____

Mt. Bethel: _____

Conference: _____

Bishop: _____

DS: _____

- c) Each of the Parties shall on demand execute and deliver to the other any deeds, bills of sale, assignments, and other documents and do or cause to be done any other acts and such things which may be necessary or desirable to effectuate the provisions and purposes of this Settlement Agreement.
- d) This Settlement Agreement supersedes any and all prior representations, warranties, communications, and agreement, either oral or in writing, between the Parties relating to their respective rights and liabilities and contains the entire agreement of the Parties.
- e) The Parties agree that each is respectively responsible for the payment of all their own attorney fees and expenses of litigation incurred in connection with this Settlement Agreement and Civil Action File Number 21-1-06801-28. None of the Parties shall be obligated to pay any attorney fees or expenses incurred by any of the other Party and hereby waive any and all claims for the payment of any such fees or expenses.
- f) Since this Settlement Agreement is a joint effort of the Parties, it should be construed with fairness as between the Parties and no more strictly enforced against one or the other. Each Party has entered into this Settlement Agreement freely and voluntarily.
- g) The Parties acknowledge that the settlement set forth in this Settlement Agreement is a compromise and final settlement of doubtful and disputed claims, and that payment,


SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

receipt, acceptance, or transfer of the settlement funds and property, and the other consideration and terms provided for herein shall not be construed as an admission of liability on the part of any Party!

- h) No action or vote will be taken at the June 2022 Annual Conference of the North Georgia Conference to “close” Mt. Bethel pursuant to ¶2549 of the UMC Book of Discipline; and, no clergy or lay delegate of Mt. Bethel at the June 2022 Annual Conference shall raise the issue of Mt. Bethel’s closure or the declaration of exigent circumstances. This is an exact quotation from the March 15, 2022 Consent Order entered by the Court.
- i) Mt. Bethel’s Administrative Council, having authority to settle litigation on behalf of Mt. Bethel, has authorized its administrative council chair, its chair of trustees, and its lay leader each on behalf of Mt. Bethel to enter into this this Settlement Agreement and effectuate its terms.
- j) The Trustees, having authority to settle litigation on behalf of the Trustees, has authorized its chair on behalf of the Trustees to enter into this Settlement Agreement and effectuate its terms.
- k) The Conference, having authority to settle litigation on behalf of the Conference, has authorized its chief executive officer on behalf of the Conference to enter into this

SETTLEMENT AGREEMENT


Trustees: _____
Mt. Bethel:  _____
Conference: _____
Bishop: _____
DS: _____

Settlement Agreement and effectuate its terms.

- l) Bishop on her own behalf has entered into this Settlement Agreement.
- m) The District Superintendent on her own behalf has entered into this Settlement Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to ten (10) counterparts of this Settlement Agreement, each of which shall constitute an original, on the day and year first above written.

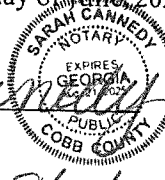
Sworn to and subscribed before me by the Chair and the Secretary of The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc. this ____ day of June, 2022.	The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc.
_____ Notary Public	By: _____ Chair
My Commission expires:	By: _____ Secretary

Sworn to and subscribed before me by the Chair of the Administrative Council of Mt. Bethel United Methodist Church, Inc. this <u>2nd</u> day of June, 2022.	Mt. Bethel United Methodist Church, Inc.
	By: <u>Dave Perry</u> Dave Perry,

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

<p><i>Sarah Cannedy</i> Notary Public My Commission expires: <i>8/21/25</i></p>	<p>Administrative Council, Chair</p>
<p>Sworn to and subscribed before me by the Chair of Trustees of Mt. Bethel United Methodist Church, Inc. this <i>2nd</i> day of June, 2022.</p> <p><i>Sarah Cannedy</i> Notary Public My Commission expires: <i>8/21/25</i></p> 	<p>Mt. Bethel United Methodist Church, Inc.</p> <p>By: <i>[Signature]</i> Andrew J. Slavin Chair of Trustees</p>

<p>Sworn to and subscribed before me by Lay Leader of Mt. Bethel United Methodist Church, Inc. this <i>2nd</i> day of June, 2022.</p> <p><i>Sarah Cannedy</i> Notary Public My Commission expires: <i>8/21/25</i></p> 	<p>Mt. Bethel United Methodist Church, Inc.</p> <p>By: <i>[Signature]</i> Ferrell Coppedge Lay Leader</p>
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SETTLEMENT AGREEMENT

Trustees: _____
 Mt. Bethel: *[Signature]*
 Conference: _____
 Bishop: _____
 DS: _____

Sworn to and subscribed before me by the Chair and the Secretary of The North Georgia Conference Of The United Methodist Church, Inc. this ____ day of June, 2022.	The North Georgia Conference Of The United Methodist Church, Inc.
_____ Notary Public	By: _____ Chief Executive Officer
My Commission expires: _____	By: _____ Secretary

Sworn to and subscribed before me by Sue Hauptert-Johnson, Bishop, this ____ day of June, 2022.	
_____ Notary Public	_____ Sue Hauptert-Johnson, Bishop (Seal)
My Commission expires: _____	

Sworn to and subscribed before me by Jessica Terrell, District Superintendent, this ____ day of June, 2022.	
_____ Notary Public	_____ Jessica Terrell, District Superintendent (Seal)
My Commission expires: _____	

SETTLEMENT AGREEMENT

Trustees: _____
Mt. Bethel: _____
Conference: _____
Bishop: _____
DS: _____

EXHIBIT A

After recording, return to:
CAUTHORN NOHR & OWEN
212 Church Street
Marietta, Georgia 30060

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE UNITED
METHODIST CHURCH, INC.,

PETITIONER,

VS

MT. BETHEL UNITED METHODIST
CHURCH, INC., d/b/a MT. BETHEL
UNITED METHODIST CHURCH,

RESPONDENT.

CIVIL ACTION

FILE NO. 2021-0117545-CV

NOTICE OF LIS PENDENS

NOTICE is hereby given of the filing of a Declaratory Judgement Action (Ref. O.C.G.A. § 9-4-2) titled and styled as set out above, versus the named Respondent. This Petition brings into question the ownership of, and the title to, fourteen (14) parcels of land located in Marietta, Cobb County, Georgia, each being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

Petitioner in said action is seeking to have a decree issued that shows that title in and to said tracts is held in trust for the Petitioner; and petitions the court for a determination of said title; and for an order determining and holding that the Fee Simple title to such Subject Properties is held in trust for the Petitioner herein.



T. E. Cauthorn
Georgia Bar Number 117400
tec@cauthornnohr.com

CAUTHORN NOHR & OWEN
212 Church Street
Marietta, Georgia 30060
770-528-0150

EXHIBIT A

EXHIBIT "A"

Tract One - 4505 LOWER ROSWELL RD – Tax Parcel 01001000090:

All of that tract or parcel of land lying and being in Land Lot 10 of the 1st District, 2nd Section of Cobb County, Georgia and being more particularly described as follows:

Commencing at a point at the Southeastern intersection of Cagle Road (40' right-of-way) and the Northwestern intersection of Lower Roswell Road (60' right-of-way); thence continuing along the right-of-way line of Lower Roswell Road South 82°46'43" West a distance of 236.96 feet to an iron pin found and the POINT OF BEGINNING; thence continuing along the Northerly right-of-way of Lower Roswell Road South 82°46'43" West a distance of 100.21 feet to a right-of-way monument; thence leaving the right-of-way of Lower Roswell Road North 01°10'56" East a distance of 387.72 feet to an iron pin set; thence North 85°21'13" East a distance of 113.14 feet to an iron pin found; thence South 05°36'56" East a distance of 182.56 feet to an open top found; thence South 04°12'40" East a distance of 19.62 feet to an iron pin found; thence South 88°42'16" West a distance of 35.89 feet to an iron pin found; thence South 01°30'07" West a distance of 182.20 feet to an iron pin found on the Northerly right-of-way of Lower Roswell Road and the POINT OF BEGINNING.

Said tract contains 0.997 acres as shown on that certain survey prepared for Mt. Bethel United Methodist Church, Inc. and Commonwealth Land Title Insurance Company by West Georgia Surveyors, Inc. bearing the seal and certification of Larry D. Neese, Georgia Registered Land Surveyor No. 2235, dated January 24, 2006, last revised February 6, 2006.

TOGETHER WITH all land owned by Hussein Sultan in Land Lot 10 of the 1st District, 2nd Section of Cobb County, Georgia, which is hereby conveyed in order to convey any gaps and gore in the preceding legal description.



Tract Two - 4525 LOWER ROSWELL RD - Tax Parcel 01001000100:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 10 of the 1st District, 2nd Section, of Cobb County, Georgia, more particularly described as follows:

BEGINNING at a Right-of-Way monument found 25.38' West from the intersection of the Northern Right-of-Way line of Lower Roswell Road (60' R/W) and the Western Right-of-Way line of Cagle Road (40' R/W) if extended; thence S 85°10'51" W along the Northern Right-of-Way line of Lower Roswell Road (60' R/W) a distance of 213.06' to a 1/2" rebar set; thence N 03°54'18" E leaving said Right-of-Way a distance of 182.14' to a 1/2" rebar set; thence S 88°44'49" E a distance of 36.00' to a 5/8" rebar found; thence N 01°57'22" W a distance of 19.65' to a 1" open top pipe found; thence N 85°05'45" E a distance of 167.66' to a 1/2" rebar set on the Western Right-of-Way line of Cagle Road (40' R/W); thence S 06°37'32" E along said Right-of-Way a distance of 171.08' to a 1/2" rebar set; thence S 39°21'09" W a distance of 35.01' to a Right-of-Way monument found; which is the point of beginning, having an area of 42195.0 SQ. FT. square feet, 0.97 acres; and being shown on that certain Survey Plat For: Mt. Bethel United Methodist Church, Inc., a Georgia non-profit corporation and Lawyers Title Insurance Corporation, dated June 9, 2004, prepared by Georgia Land Surveying Co., Inc., Josh L. Lewis, III, GRLS No. 1751, which Survey is hereby made reference to and incorporated herein.

EXHIBIT A



Tract Three - 4608 LOWER ROSWELL RD - Tax Parcel 01001000140:

ALL THAT TRACT or parcel of land lying and being in Land Lots 9 and 10 of the 1st District, 2nd Section, Cobb County, Georgia; and being more particularly described as follows:

Beginning at the northwest mitered intersection of the southerly right-of-way of Lower Roswell Road (variable R/W) with the westerly right-of-way of Woodlawn Drive (variable R/W); then traveling along the southerly right-of-way of Lower Roswell Road the following courses and distances:

THENCE South 58 degrees 52 minutes 11 seconds West for a distance of 128.63 feet to a point;

THENCE South 65 degrees 28 minutes 46 seconds West for a distance of 181.03 feet to the Point of Beginning; then leaving said right-of-way

THENCE South 01 degrees 45 minutes 06 seconds West for a distance of 78.66 feet to a point;

THENCE South 01 degrees 43 minutes 59 seconds West for a distance of 150.13 feet to a point;

THENCE South 87 degrees 54 minutes 47 seconds West for a distance of 23.43 feet to a point;

THENCE South 73 degrees 15 minutes 21 seconds West for a distance of 100.14 feet to a point;

THENCE South 56 degrees 42 minutes 07 seconds West for a distance of 56.71 feet to a point;

THENCE North 43 degrees 37 minutes 37 seconds West for a distance of 100.00 feet to a point;

THENCE North 44 degrees 50 minutes 20 seconds East for a distance of 38.11 feet to a point;

THENCE North 16 degrees 20 minutes 09 seconds West for a distance of 127.84 feet to a point on the southerly right-of-way of Lower Roswell Road (being a 60 foot right-of-way at this point); then traveling along said right-of-way

THENCE along a curve to the left having a radius of 1939.87 feet and an arc length of 267.67 feet, being subtended by a chord of North 70 degrees 39 minutes 49 seconds East for a distance of 267.46 feet to a point; then leaving said right-of-way

THENCE South 01 degrees 45 minutes 06 seconds West for a distance of 21.14 feet to the point of beginning.

Said property contains 1.205 acres more or less.

Said property being more particularly depicted on that certain Survey and Plat prepared for Mt. Bethel United Methodist Church, Inc. and Chicago Title Insurance Company dated May 23, 2001, prepared by Betterton Surveying & Design, Inc., Robert B. Betterton, G.R.L.S.#2496, which survey is hereby made reference to and incorporated herein.

Tract Four - 615 WOODLAWN DR - Tax Parcel 01001000510

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 10, 1st District, 2nd Section Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point of formed by the intersection of the southeasterly right-of-way of Lower Roswell Road and the westerly right-of-way of Woodlawn Drive, as if said right-of-ways were extended to form an angle instead of a curve; thence running southerly along the westerly right-of-way of Woodlawn Drive South 00 degrees 02 minutes 11 seconds West a distance of 16.56 feet to the POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING THUS ESTABLISHED, thence continuing southerly along the westerly right-of-way of Woodlawn Drive South 00 degrees 02 minutes 11 seconds West a distance of 207.73 feet to a five-eighth inch rebar set on the westerly right-of-way of Woodlawn Drive; thence leaving the westerly right-of-way of Woodlawn Drive and running South 89 degrees 10 minutes 41 seconds West a distance of 290.70 feet to a one-half inch found; thence North 01 degree 45 minutes 06 seconds East a distance of 78.66 feet to a five-eighth inch rebar set and being located on the southeasterly right-of-way of Lower Roswell Road; thence run northeasterly along the southeasterly right-of-way of Lower Roswell Road North 65 degrees 28 minutes 46 seconds East a distance of 181.03 feet to a five-eighth inch rebar set; thence continuing along the southeasterly right-of-way of Lower Roswell Road North 58 degrees 52 minutes 11 seconds a distance of 128.63 feet to a PK nail set; thence leaving the southeasterly right-of-way of Lower Roswell Road and run South 58 degrees 25 minutes 23 seconds East a distance of 15.94 feet to the TRUE POINT OF BEGINNING.

The aforescribed property contains 0.967 acres of land, more or less, and is more particularly shown and delineated on a plat of survey dated April 14, 2000, prepared for Mt. Bethel United Methodist Church, Inc. and Lawyers Title Insurance Corporation by HDR/WL Jorden, Bryant G. Kachel, Georgia Registered Land Surveyor No. 2700, which plat of survey is incorporated herein and by this reference made a part of this description; being improved property known as 615 Woodlawn Drive, Marietta, Georgia 30068.

The aforescribed property being the same property as conveyed to Robert Bennett (a/k/a H. Robert Bennett) and Tammy Bennett (a/k/a Tammy B. Bennett) from Tamra, Inc., a Georgia corporation by virtue of a Warranty Deed dated July 14, 1995 and recorded in the Office of the Clerk of Superior Court of Cobb County, Georgia in Deed Book 8986, Page 481.

Tract Five - JOHNSON FERRY RD -- Tax Parcel 01006800020

All that tract or parcel of land lying and being in Land Lots 68 and 86 of the 1st District, 2nd Section of Cobb County, Georgia being a 1.5 acre tract, more or less, known as the Mt. Bethel Cemetery which is further described as being bounded on the west by Johnson Ferry Road; on the north by a private right of way owned by Atlanta Gas Light separating the subject property from the Northside / East Cobb Medical Center which medical center property is described in Deed Book 15186, Page 2528 Cobb County Deed Records; on the east by the Atlanta Swim Academy as owned by Ronald C. Grzelka and Barbara A. Grzelka and described at Deed Book 10967, Page 66, aforesaid records; and on the south by a Zaxbys Restaurant owned by GOFF 10, LLC and described at Deed Book 14248, Page 4147, aforesaid records.

A handwritten signature in cursive script, appearing to read "Gee".

Tract Six - 4451 Lower Roswell RD and 4385 Lower Roswell Rd – Comprising Tax Parcels 16104500020, 16104500030, and 1611160020:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115, 1116 and 1045, 2nd Section, 16th District, Cobb County, Georgia, containing 26.8007 acres as shown on that certain Boundary and Topographic Survey for Mount Bethel United Methodist Church prepared by Travis N. Pruitt, Sr., Georgia Registered Land Surveyor No. 1729 of Travis Pruitt & Associates, Inc., dated April 28, 2001, last revised December 10, 2001, and being more particularly described as follows:

BEGINNING at a 3" angle iron found and being the common corner of Land Lots 1045, 1046, 1115 and 1116;

Thence run North 00°20'30" East a distance of 581.78 feet to a point;

Thence run North 00°48'00" West a distance of 534.10 feet to a point;

Thence run North 01°21'30" East a distance of 51.06 feet to a point;

Thence run North 89°48'09" East a distance of 676.06 feet to a point;

Thence run South 01°54'41" West a distance of 7.56 feet to a point;

Thence run South 64°29'27" East a distance of 134.45 feet to a point;

Thence run South 45°29'46" East a distance of 587.69 feet to a nail and washer found;

Thence run South 77°26'00" West a distance of 364.07 feet to a nail and washer found;

Thence run South 00°21'03" West a distance of 680.67 feet to a nail and washer found on the northerly right-of-way line of Lower Roswell Road (right-of-way varies);

Thence run South 82°47'05" West a distance of 240.63 feet to a point;

Thence run North 00°07'29" East a distance of 15.12 feet to a point;

Thence run South 82°47'05" West a distance of 222.93 feet to a point;

Thence run along the arc of a curve to the left, said arc having a radius of 2231.40 feet and an arc length of 205.09 feet and being subtended by a chord bearing South 80°09'06" West a distance of 205.02 feet to a point;

Thence run South 00°17'54" East a distance of 15.04 feet to a point;

Thence run along the arc of a curve to the left, said arc having a radius of 1227.00 feet and an arc length of 163.10 feet and being subtended by a chord bearing South 75°48'06" West a distance of 162.98 feet to a point;

Thence leaving the northerly right-of-way line of Lower Roswell Road (right-of-way varies) run North 15°57'54" West a distance of 209.50 feet to a point;

Thence run South 89°36'54" East a distance of 23.40 feet to a 3" angle iron found and the common corner of Land Lots 1045, 1046, 1115 and 1116 and the POINT OF BEGINNING.

TOGETHER WITH the Sewer Easement contained in that Sanitary Sewer Easement contained in that Grant of Easement and Agreement by and between Charlotte H. Davis and Mt. Bethel United Methodist Church, Inc., dated March 30, 2001, recorded at Deed Book 13350, Page 1404, Cobb County, Georgia Records.

Tract Seven - 630 FAIRFIELD DR NE - Tax Parcel 16104600020:

TRACT ONE

All that tract or parcel of land lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia, being shown on plat of survey for Robert E. Cook, Jr. and James L. Cook by West Georgia Engineers & Surveyors, Inc., dated June 4, 1984, and being more particularly described as follows;

BEGINNING at an iron pin on the northeasterly side of Fairfield Drive 380.03 feet northwesterly from the intersection of the northeasterly side of Fairfield Drive and the northerly side of Lower Roswell Road; thence running North 05 degrees 25 minutes 00 seconds West along the northeasterly side of Fairfield Drive a distance of 107.17 feet to an iron pin; thence North 84 degrees 39 minutes 00 seconds East a distance of 194.5 feet to an iron pin on the east Land Lot line of Land Lot 1046; thence South 00 degrees 20 minutes 00 seconds West along the east Land Lot line of Land Lot 1046 a distance of 111.90 feet to an iron pin; thence South 85 degrees 57 minutes 25 seconds West a distance of 110.9 feet to an iron pin; thence South 85 degrees 57 minutes 25 seconds West a distance of 72.44 feet to an iron pin and the point of beginning.

TRACT TWO

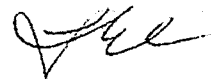
All that tract or parcel of land lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the northeasterly side of Fairfield Drive 357.52 feet northwesterly from the intersection of the northeasterly side of Fairfield Drive and the northerly side of Lower Roswell Road; thence running North 05 degrees 25 minutes 00 seconds West along the northeasterly side of Fairfield Drive a distance of 22.51 feet to an iron pin; thence North 85 degrees 57 minutes 25 seconds East a distance of 72.44 feet to an iron pin; thence South 70 degrees 47 minutes 55 seconds West a distance of 75.46 feet to an iron pin and the point of beginning.

Tract Eight - 684 FAIRFIELD DR NE – Tax Parcel 16104600230:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia and being Lot 74, Block "O" of Indian Hills Country Club Subdivision, Unit Eight, as per plat recorded in Plat Book 57, page 3, Cobb County, Georgia records which plat is made a part hereof by this reference

EXHIBIT A

A handwritten signature in black ink, appearing to be "J. Lee", located in the bottom right corner of the page.

Tract Nine - 672 FAIRFIELD DR NE - Tax Parcel 16104600240:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia, containing 0.53 acres, as shown on that survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated May 30, 2003, and being more particularly described as follows:

BEGIN at an iron pin placed on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said iron pin being 708.0 feet from the intersection of Fairfield Drive (50' right-of-way) and Lower Roswell Road (70' right-of-way), as measured in a northerly direction along the eastern right-of-way line of Fairfield Drive (50' right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (50' right-of-way) North 00 degrees 40 minutes 53 seconds West, a distance of 115.33 feet to an iron pin found; thence leave the eastern right-of-way line of Fairfield Drive (50' right-of-way) and travel North 89 degrees 29 minutes 22 seconds East, a distance of 203.19 feet to an iron pin found on the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045; run thence along the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 South 00 degrees 20 minutes 30 seconds West, a distance of 115.04 feet to a point in fence post; thence leave the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 and travel South 89 degrees 24 minutes 08 seconds West, a distance of 201.14 feet to an iron pin placed on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said iron pin being the POINT OF BEGINNING.



Tract Ten - 660 FAIRFIELD DR NE - Tax Parcel 16104600250:

ALL THAT TRACT or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia, being Unit 8, Block O, Lot 76, Indian Hills Country Club Subdivision, and being more particularly described as follows:

BEGINNING at a point on the easterly side of a right-of-way marker on Fairfield Drive, 603.0 feet north of the right-of-way of Lower Roswell Road; thence running north along the right-of-way line on Fairfield Drive, 105.0 feet to an iron pin; thence east 202.56 feet to an iron pin being the northern line of Land Lot 1046 (said dimension being recorded as 201.6 feet in a Warranty Deed dated February 8, 1973, recorded in Cobb County Records, Deed Book 1397, Page 547); thence running southerly along the northern line of Land Lot 1046, 105.0 feet to an iron pin; thence west 202.55 feet (said dimension being recorded as 200.1 feet in a Warranty Deed dated February 8, 1973, recorded in Deed Book 1397, Page 547), to the Point of Beginning, being known as 660 Fairfield Drive, according to the present system of numbering houses in Cobb County, Georgia.

THE ABOVE-DESCRIBED property is the same property as described in a warranty deed dated June 29, 1973 and recorded in Deed Book 1439, Page 640, re-recorded in Deed Book 1448, Page 736, Cobb County Records. The parties hereto acknowledge vague legal description in said prior warranty deed, which omits a reference to Cobb County in paragraph one of the legal description and makes a reference to "DeKalb" County in paragraph two of the legal description when in fact the said reference should read "Cobb" County. It is the further intent of this deed, therefore, to ascertain the correct legal description as the said property should be, due to the fact that Contemporary Development, Inc. is no longer doing business and the fact that a corrective warranty deed cannot be obtained.



Tract Eleven - 648 FAIRFIELD DR NE - Tax Parcel 16104600260:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th Land District, 2nd Section, Cobb County, Georgia, being Lot 77, Block O, Indian Hills Country Club, Unit Eight, as per plat recorded in Plat Book 57, page 3, Cobb County, Georgia Records, and being more particularly described as follows:

BEGIN at a 3/4" open top found on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said open top being 486.10 feet from the intersection of Fairfield Drive (50' right-of-way) and Lower Roswell Road, as measured in a northerly direction along the eastern right-of-way line of Fairfield Drive (50' right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (50' right-of-way) the following courses and distances: North 05 degrees 58 minutes 53 seconds West, a distance of 8.67 feet to a point; along the arc of a curve to the right, said arc having a distance of 96.05 feet and being subtended by a chord having a chord bearing of North 02 degrees 42 minutes 58 seconds West and a chord distance of 96.02 feet, to a point; and North 01 degrees 07 minutes 03 seconds West, a distance of 11.96 feet to a 3/8" rebar set; thence leave the eastern right-of-way line of Fairfield Drive (50' right-of-way) and travel North 88 degrees 54 minutes 57 seconds East a distance of 200.10 feet to a point located on the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045; run thence along the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 South 00 degrees 20 minutes 30 seconds west, a distance of 100.00 feet to a 1" crimp top found; thence leave the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 and travel South 84 degrees 01 minutes 37 seconds West a distance of 194.84 feet to a 3/4" open top found on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said 3/4" open top found being the POINT OF BEGINNING.

Said tract contains 0.49 acres as shown on that Survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated September 12, 2001, which survey is hereby made reference to and incorporated herein.

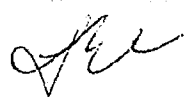


Tract Twelve - FAIRFIELD DR NE - Tax Parcel 16104600480:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCE at an iron pin found and being the common corner of Land Lots 1045, 1046, 1115 and 1116; thence South 89 degrees 19 minutes 55 seconds West along the common land lot lines of Land Lots 1046 and 1115 a distance of 170.52 to an iron pin found and being located on the easterly right-of-way of Fairfield Drive (said right-of-way being 50.00 feet in width); thence North 05 degrees 50 minutes 55 seconds West along the easterly right-of-way of Fairfield Drive a distance of 103.62 feet to an iron pin found; thence North 70 degrees 22 minutes 47 seconds East a distance of 75.46 feet to an iron pin found; thence North 85 degrees 45 minutes 40 seconds East a distance of 111.02 feet to an iron pin placed and being located on the common land lot line of Land Lots 1045 and 1046; thence South 00 degrees 18 minutes 48 seconds West along the common land lot lines of Land Lots 1045 and 1046 a distance of 134.64 feet to an iron pin found and being the TRUE POINT OF BEGINNING.

The aforescribed property contains 0.508 acres of land more or less and is more particularly delineated and shown on as Parcel "C" on a plat of survey dated October 23, 1989, prepared for Mt. Bethel United Methodist Church, Inc., The First National Bank of Atlanta and Lawyers Title Insurance Corporation by Watts & Browning Engineers, Inc. Gary Gillespie, Georgia Land Surveyor's No. 2121, which plat is incorporated herein by this reference and made a part of this legal description.



Tract Thirteen - 4345 LOWER ROSWELL RD -- Tax Parcel 16111500150:

All that tract or parcel of land lying and being in Land Lots 1115 and 1116 of the 16th Land District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

Begin at the land lot corner common to Land Lots 1045, 1116, 1115 and 1046 and travel in a westerly direction along the southern land lot line of Land Lot 1046 and the northern land lot line of Land Lot 1115 South 89 degrees 28 minutes 09 seconds West a distance of 23.40 feet to a point and the TRUE POINT OF BEGINNING; thence leave the southern land lot line of Land Lot 1046 and the northern land lot line of Land Lot 1115 and travel South 15 degrees 49 minutes 07 seconds East a distance of 209.50 feet to a point located on the northern right-of-way line of Lower Roswell Road (variable right-of-way); run thence along the northern right-of-way line of Lower Roswell Road (variable right-of-way) along the arc of a curve to the left, said arc having a distance of 106.65 feet and being subtended by a chord having a chord bearing of South 71 degrees 45 minutes 16 seconds West and a chord distance of 106.64 feet, to a point located at the mitered intersection of Lower Roswell Road (variable right-of-way) and Fairfield Drive (variable right-of-way) (a public right-of-way); thence travel along the mitered intersection of Lower Roswell Road (variable right-of-way) and Fairfield Drive (variable right-of-way) (a public right-of-way) North 64 degrees 03 minutes 28 seconds west a distance of 35.10 feet to a point located on the eastern right-of-way line of Fairfield Drive (variable right-of-way) (a public right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (variable right-of-way) the following courses and distances: North 14 degrees 05 minutes 16 seconds West a distance of 140.92 feet, North 35 degrees 07 minutes 17 seconds West a distance of 47.82 feet, and along the arc of a curve to the right, said arc having a distance of 42.79 feet and being subtended by a chord having a chord bearing of North 12 degrees 14 minutes 04 seconds West and a chord distance of 42.70 feet, to a ½" rebar found on the northern land lot line of Land Lot 1115 and the southern land lot line of Land Lot 1046; run thence along the northern land lot line of Land Lot 1115 and the southern land lot line of Land Lot 1046 North 89 degrees 11 minutes 24 seconds East a distance of 146.60 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract contains 0.700 acres as shown on that Survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated September 12, 2001, which survey is hereby made reference to and incorporated herein.

Tract Fourteen - 4385 LOWER ROSWELL RD - Tax Parcel 16111600030:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1116 of the 16th District, 2nd Section, Cobb County, Georgia, as shown on a plat of same made by Lana S. Bishop, Surveyor, dated August 30, 1978, being more particularly described as follows:

BEGINNING at a point on the northeasterly side of Lower Roswell Road (also known as South Roswell Road) a distance of 131 feet from the intersection of the northerly side of said road and the easterly side of Fairfield Drive at an iron pin; thence north 13 degrees 40 minutes west a distance of 209.5 feet to the north original line of Land Lot 1115, thence south 87 degrees 19 minutes east along said north land lot line of Land Lots 1115 and 1116 a distance of 214.8 feet to an iron pin; thence south 2 degrees 0 minutes west a distance of 160 feet to the northerly right-of-way of Lower Roswell Road; thence southwesterly along the arc of the right-of-way of said road a distance of 163.1 feet to the iron pin and the point of beginning.

The aforescribed property is more particularly delineated and shown on a Plat of Survey recorded in the Office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 71, Page 166, which plat of survey is incorporated herein and by this reference made a part of this description, and is also the same property as conveyed to Leslie Pearl Bowen by Deed of Assent dated September 8, 1978, recorded in Deed Book 1930, Page 698, aforesaid records.

EXHIBIT B

Mt. Bethel Real Estate Holdings

<u>Tax Parcel #</u>	<u>Street Address</u>	<u>Tract # on L.P.</u>	<u>Description</u>	<u>Restricted/Unrestricted</u>
1001000090	4505 Lower Roswell RD	1	Vacant lot between Cagle House and Post Office	Unrestricted
1001000100	4525 Lower Roswell RD	2	Cagle House	Unrestricted
1001000140	4608 Lower Roswell RD	3	Aging center	Unrestricted
1001000510	615 Woodlawn DR	4	Day Care	Unrestricted
1006800020	Johnson Ferry Road	5	Cemetery	Unrestricted
16104500020	4451 Lower Roswell RD	6	Main church building, parking and rec area	Restricted
16104500030	4385 Lower Roswell RD	6	Main church building, parking area	Restricted
16104600020	630 Fairfield DR NE	7	Parking area	Restricted
16104600230	684 Fairfield DR NE	8	Parsonage	Unrestricted
16104600240	672 Fairfield DR NE	9	Special Needs Facility	Unrestricted
16104600250	660 Fairfield DR NE	10	Additional parsonage	Unrestricted
16104600260	648 Fairfield DR NE	11	Parking Area	Restricted
16104600480	Fairfield DR N	12	Parking Area	Restricted
16111500150	4345 Lower Roswell RD	13	Parking Area	Restricted
16111600020	4385 Lower Roswell RD	6	Parking Area	Restricted
16111600030	4385 Lower Roswell RD	14	Parking Area and outbuilding	Restricted

Exhibit B

EXHIBIT B

EXHIBIT C

PROMISSORY NOTE

DATE: _____
AMOUNT: \$1,159,000.00

COBB COUNTY, GEORGIA

FOR VALUE RECEIVED, the undersigned, MT. BETHEL CHURCH, INC., a Georgia nonprofit corporation (hereinafter the "Borrower"), promises to pay to the order of THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF THE UNITED METHODIST CHURCH, INC., a Georgia nonprofit corporation, (herein the "Lender" and, along with each subsequent holder of this Note, referred to as the "Holder"), the principal sum of ONE MILLION, ONE HUNDRED FIFTY-NINE THOUSAND AND ZERO/100THS DOLLARS (\$1,159,000.00), with interest thereon to be computed from the date of this Note at the interest rate herein provided, and to be paid as provided herein.

This Note, including without limitation all outstanding principal and any accrued but unpaid interest, shall be due and payable on _____, which is the maturity date of this Note.

This Note shall bear interest at the rate of FIVE PERCENT (5%) PER ANNUM, which interest shall be computed for each day during the term of this Note by multiplying the outstanding principal balance hereunder at the close of business on that day by a daily interest factor which daily interest factor shall be calculated by dividing the per annum interest rate in effect under this Note by three hundred sixty (360) days. Interest so computed shall accrue for each and every day on which any indebtedness remains outstanding hereunder.

In the event of default in the payments of principal and interest as set forth above, strict compliance therewith being required, this Note shall bear interest at the rate of twelve percent (12%) per annum beginning on the date of such default.

All payments shall be payable in lawful money of the United States of America, to the order of Holder, at 1700 CENTURY CIRCLE NE, SUITE 100, ATLANTA, GA 30345, or at such other place as the Holder hereof may designate in writing to the Borrower. The Borrower may prepay this Note in full or in part at any time without notice, penalty, or prepayment fee.

This Note is secured by the Security Deed which conveys real and personal property lying and being in Cobb County, Georgia as collateral for the obligations of the Borrower under this Note.

All parties liable for the payment of this Note agree to pay the Holder hereof an amount equal to fifteen percent (15%) of the principal as attorneys' fees for the services of counsel employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal, or otherwise, and to indemnify and hold the Holder harmless against liability for the payment of state intangible, documentary and recording taxes,

EXHIBIT C

and other taxes (including interest and penalties, if any) which may be determined to be payable with respect to this transaction.

The remedies of the Holder as provided herein and in any other documents governing or securing repayment hereof shall be cumulative and concurrent and may be pursued singly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise.

No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy, or recourse, shall be effective unless set forth in a written document executed by the Holder, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to any subsequent event.

The Borrower and all sureties, endorsers, and guarantors of this Note hereby (a) waive demand, presentment of payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit, and diligence in collecting this Note, or in enforcing any of its rights under any guaranties securing the repayment hereof; (b) agree to any substitution, addition, or release of any collateral or any party or person primarily or secondarily liable hereon; (c) agree that the Holder shall not be required first to institute any suit, or to exhaust his, their, or its remedies against the Borrower or any other person or party to become liable hereunder, or against any collateral in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal, or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent, or consideration to any of them; and (e) agree that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Holder or any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

The Borrower and all endorsers or other parties to this Note severally waive, each for himself and family, to the maximum extent permitted by applicable law, any and all homestead and exemption rights which any of them or the family of any of them may have under or by virtue of the Constitution or laws of the United States of America or of any state as against this Note, any renewal hereof, or any indebtedness represented hereby.

Whenever used in this Note, the words "Borrower" and "Holder" shall be deemed to include the Borrower and the Holder named in the opening paragraph of this Note, and their respective heirs, executors, administrators, legal representatives, successors, and assigns. It is expressly understood and agreed that the Holder shall never be construed for any purpose as a partner, joint venturer, co-principal, or associate of the Borrower, or of any person or party claiming by, through, or under the Borrower in the conduct of their respective businesses.

Time is of the essence of this Note.

This Note shall be construed and enforced in accordance with the laws of the State of Georgia.

EXHIBIT C

The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

All references herein to any document, instrument, or agreement shall be deemed to refer to such document, instrument, or agreement as the same may be amended, modified, restated, supplemented, or replaced from time to time.

IN WITNESS WHEREOF, the undersigned Borrower has executed this instrument under seal as of the day and year first above written.

Mt. Bethel Church, Inc.
Borrower

By: _____
Dave Perry,
Administrative Council, Chair

EXHIBIT C

EXHIBIT D

After recording return to:

SECURITY DEED

GEORGIA, COBB COUNTY:

THIS INDENTURE, made and entered into this _____ day of _____, 2022,
between

MT. BETHEL CHURCH, INC.

A Georgia nonprofit corporation, as party or parties of the first part, hereinafter designated
“Grantor”, and

THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.

A Georgia nonprofit corporation, as party or parties of the second part, hereinafter designated
“Grantee”, who has a mailing address and payment address, for purposes of this Security Deed,
at 1700 CENTURY CIRCLE NE, SUITE 100, ATLANTA, GA 30345.

WITNESSETH: That for the consideration hereinafter specified, receipt whereof is
hereby acknowledged, to secure Grantor’s Specific Debt of \$1,159,000.00, hereinafter indicated,
and to secure also all other obligations of Grantor to Grantee indicated herein, Grantor does
hereby grant, bargain, sell and convey unto Grantee the following described property (together
with and including all buildings and improvements now or hereafter existing thereon, and all
fixtures now or hereafter attached to or used in connection therewith), to-wit: SEE EXHIBIT
“A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said bargained property unto Grantee, together with all
and singular the rights, members and appurtenances thereof to the same in any manner belonging
or appertaining , to the own proper use, benefit and behoof of Grantee, forever, IN FEE
SIMPLE.

Grantor covenants that Grantor is lawfully seized and possessed of said property, that
Grantor has a good and unrestricted right to convey same, and that said property is free of any

EXHIBIT D

liens or encumbrances except such, if any, as may be expressly disclosed herein. And Grantor will forever WARRANT AND DEFEND the right and title thereof unto Grantee against the claims of all persons whosoever.

This indenture is not a mortgage but an absolute conveyance of said property made under the existing provisions of the Official Code of Georgia Annotated relating to conveyances of property to secure debt, the Specific Debt secured hereby being evidenced by a certain promissory note in the principals sum of \$1,159,000.00 executed by Grantor, dated _____, and payable to the order of Grantee with interest and upon terms as therein specified. Final payment thereon is due _____, and said note is made a part hereof by this reference.

This indenture secures not only the Specific Debt above described, but also renewals and extensions of same or any part thereof. Additionally, it secures all other and further indebtedness and liability of ever nature, whether direct, indirect or contingent, that Grantor (or any one or more of Grantor, if there be more than one) may now or at any time hereafter owe to Grantee, whether as principals, maker, endorser, guarantor, indemnitor, surety or otherwise, whether individually and separately or jointly with others (and whether or not such others are parties hereto), and notwithstanding payment of said Specific Debt or surrender of any instrument evidencing same at any time (all indebtedness and monetary obligations of every nature herein contemplated and secured hereby, collectively, being sometimes herein called the "secured debt"). If any portion of the secured debt or of this indenture is held invalid for any reasons, such portion shall be deemed severed, and such invalidity shall not affect the remaining portions thereof.

Grantor covenants and agrees that for as long as any part of the secured debt remains unpaid, Grantor shall: Make timely payment of all taxes, assessments and other charges that may be or become liens on said property; keep improvements on said property insured against fire, extended coverage perils, flood (if located in a Federally-designated special flood hazard area), and such other hazards as Grantee may require, in amounts and companies approved by Grantee, and make timely payment of all premiums for such insurance; cause the policies of such insurance and all renewals thereto to designate Grantee as an insured party thereunder, to be made payment to Grantee as its interest may appear, and to be delivered to Grantee; cause or allow no permanent structure on said property to be demolished, removed or materially altered without Grantee's prior written consent; keep said property and improvements repaired, maintained and preserved in as good condition as now exists, natural wear and tear excepted; pursue expeditiously to completion all improvements heretofore or henceforth commenced on said property; perform on a timely basis all obligations of Grantor imposed by any lease of said property made by or to Grantor; make timely payment of all expense required for each of the foregoing; and, if any of said property is subject to a prior security deed, mortgage or security instrument of any nature, Grantor shall make timely payment of all debt secured thereby and allow no default to occur thereunder (and if foreclosure or other enforcement of any such instrument having priority over this indenture results in any overplus to which Grantor might be entitled, such overplus is hereby assigned to Grantee, and Grantee shall have the exclusive right to receive and collect same).

EXHIBIT D

If any payment or other duty herein required of Grantor with respect to said property is not timely made or performed, Grantee at its option may make the required payment, perform the required duty and/or take any other action Grantee deems necessary to protect the property and Grantee's security interest therein, all at Grantor's expense. Without limitation, Grantee from time to time may advance and pay sums required for any such obligation of Grantor, procure any required insurance, enter upon and repair or complete improvements on the property, and otherwise preserve and safeguard said property and Grantee's interest therein, incurring in Grantor's behalf any expense Grantee deems necessary for the purpose. Any and each such advance made and expense incurred by Grantee shall bear interest from the date made or incurred at the "Default Rate" hereinafter defined, shall be immediately due and payable by Grantor to Grantee, and shall with interest be part of the secured debt. Grantee shall be subrogated to all claims and liens discharged or paid with the proceeds of any such advance, or with the proceeds of any loan or other advance secured hereby.

As further security, Grantor hereby assigns to Grantee all rents, issues and profits at any time accruing for said property, reserving only the right to collect same for his own use as long as he is not in default hereunder. In the event of such default and during the existence of same, Grantee at its option may rent the property, and (by whomsoever rented) receive and collect all rents therefor. For such purposes, Grantee may enter upon the property as necessary, employ real estate or rental agents, and pay reasonable commissions for their services, all at Grantor's expense. And whether or not there is a default hereunder, Grantee shall be entitled at its option to receive and collect all or any insurance proceeds payable by reasons of loss or damage to said property, and all or any compensation payable for any taking or acquisition of said property or any part thereof by an authority exercising or threatening to exercise a power of eminent domain, Grantor hereby assigning to Grantee all such insurance proceeds and compensation.

In each case where Grantee is herein authorized to "receive and collect" sums payable for any reason to Grantor by other persons, Grantee at its option may demand, sue for, collect and receipt for same at Grantor's expense, and is hereby appointed as Grantor's attorney in fact for such purposes. Sums thus collected by Grantee shall be applied first toward payment of any attorney's fees and other expenses incurred in the collection, and then toward payment of the secured debt, in such order of application among its components as Grantee may elect.

For the purposes hereof, "Default Rate" shall mean a per annum rate of simple interest of twelve percent (12%) per annum.

If all or any part of said property or any interest therein is sold or transferred by Grantor without Grantee's prior written consent, such sale or transfer shall constitute a default hereunder, and Grantee at its option may accelerate and declare immediately due and payable all indebtedness secured hereby. Unless otherwise at the time specified in writing by Grantee, no sale or transfer permitted by Grantee and no assumption of Grantor's obligations hereunder by any purchaser or transferee shall relieve Grantor of any such obligations to Grantee; and in no event shall Grantee's acceptance of any such assumption constitute a novation hereof or of any note or other obligation secured hereby.

EXHIBIT D

Time is of the essence hereof, and of all obligations of Grantor secured hereby. In the event of failure to make timely payment of any part of the secured debt or to perform and fully satisfy any other covenant or obligation of Grantor to Grantee herein or in any related note or instrument provided, or if said property or Grantee's interest therein is destroyed or materially damaged or impaired by fire or other casualty or by anything done or suffered to be done by Grantor, or if grantee shall reasonably come to believe grantor to be insolvent or unable to pay his debts as they mature or that Grantor at any time has debts greater than his assets or is generally not paying his debts as they become due, or if any bankruptcy or debtor rehabilitation or relief proceeding is filed by or against Grantor, or if a custodian or receiver is appointed for grantor or to manage his property, any such occurrence or event shall constitute a default of Grantor hereunder. At any time or times during the existence of such default, Grantee shall be and is hereby fully authorized, at Grantee's option: (1) To declare accelerated and thereby render immediately due and collectible, without notice, the entire unpaid balance of all of the secured debt (both principal and interest lawfully collectible), whereupon all of the secured debt thus accelerated (excepting any unpaid interest previously accrued at the Default Rate) shall thenceforth bear interest at the Default Rate until paid; (2) With or without such acceleration, to seize and take possession of said property for its protection and preservation and/or rent the same as above provided; (3) to have a receiver appointed for said property, without regard to Grantor's solvency or to grantee's having an adequate remedy at law; and, (4) Whether or not pursuing any other remedy herein provided or otherwise available, Grantee shall be and is hereby expressly empowered to sell said property as a single parcel (or as several parcels, at Grantee's option) at public outcry, on a day and within the hours specified by law for sheriff's sales, at the Courthouse of the county where said property or any part thereof is located, after advertising such sale once a week for four weeks (without regard to the number of days) in the publication in which sheriff sales in and for said county are then advertised (all other notice being hereby waived by Grantor), and thereupon to execute and deliver to the purchaser a sufficient conveyance of said property in fee simple. Such conveyance may recite the happening of the default or event upon which Grantee's power of sale depends. Grantor hereby irrevocably appoints Grantee as his attorney in fact to make such sale and conveyance, and agrees that the conveyance so made by Grantee and all recitals therein made shall be binding and conclusive upon Grantor, and effective to divest Grantor of all equity of redemption and other rights Grantor may have in and to the transaction. Grantee shall apply the process of the sale first toward payment of the expense of advertising and conducting the sale (including but not limited to attorney's fees reasonably incurred), and then toward payment of the secured debt, in such order of application among its components as Grantee may elect. Grantee shall render the overplus, if any, to Grantor; and if there is a deficiency, Grantor shall forthwith pay the same to Grantee.

Grantor agrees that upon any such sale by Grantee, possession of said property shall be promptly surrendered to the purchaser, and that Grantor and all persons claiming under him or in possession of said property shall ipso facto become tenants at sufferance, and shall forthwith deliver possession to such purchaser or be summarily dispossessed as provided by law applicable to tenants holding over. Grantor waives and renounces all benefits and rights under any statute now or hereafter providing for confirmation of, limiting and abating deficiency judgments on, and advertising of sales of real estate under powers contained in security instruments, and agrees that all powers herein conferred upon Grantee shall have full force and effect notwithstanding any such statute.

EXHIBIT D

All rights, remedies and powers herein conferred upon Grantee are coupled with an interest and irrevocable by death or otherwise. Same are cumulative and all other rights and remedies provided by law and otherwise available to Grantee, any and all of which may be exercised singly and independently or in such combinations and as often as Grantee from time to time may elect, and without waiving any default of Grantor hereunder. Neither grantee's delay in exercising nor its failure to exercise any such right, remedy or power shall operate as a waiver thereof, and not single, partial incomplete or ineffectual exercise of such shall bar Grantee's subsequent exercise of the same or any other right, remedy or power. Grantee's failure to act in the event of a default of Grantor shall not operate as a waiver of the same or any subsequent default.

Wherever "Grantor" or "Grantee" or a pronoun relating to either appear herein, same shall be construed to mean both the singular and the plural, the masculine, feminine and neuter, and the natural person and the corporation, as the case may be, together with the heirs, executors, administrators, successors and assigns of the party or parties thus indicated; and if there be more than one Grantor herein, "Grantor" shall also mean each and all of them, jointly and severally.

GRANTOR KNOWINGLY AND VOLUNTARILY HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MIGHT NOW OR HENCEFORTH HAVE, UNDER THE CONSTITUTION OR LAWS OF GEORGIA OR OF THE UNITED STATE OF AMERICA, TO ANY NOTICE OR HEARING, JUDICIAL OR OTHERWISE, PRIOR TO GRANTEE'S EXERCISE OF ITS POWER OF SALE OR ANY OTHER RIGHT OR REMEDY HEREIN PROVIDED.

(Signature on next page)

EXHIBIT D

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered these presents the day and year first above written.

Mt. Bethel Church, Inc.
Grantor

By: _____
Dave Perry,
Administrative Council, Chair

Signed, sealed, and delivered,
In the presence of:

Witness

Notary Public

EXHIBIT "A"
(Legal Description)

|

|

|

|

EXHIBIT D

EXHIBIT E

After recording return to:

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, made effective the ____ day of _____, 2022, between **THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF THE UNITED METHODIST CHURCH, INC., a Georgia nonprofit corporation**, as Party or Parties of the First Part, hereinafter called Grantors, and **MT. BETHEL CHURCH, INC., a Georgia nonprofit corporation**, as Party or Parties of the Second Part, hereinafter called Grantees (the words "Grantors" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of \$1.00 and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever quit claim unto the said Grantees, the following described property: ALL THAT PROPERTY SET FORTH AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEES COVENANT AND AGREE THAT THE PROPERTY SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (HEREINAFTER THE "RESTRICTED PROPERTY") IS SUBJECT TO THOSE COVENANTS AND RESTRICTIONS SET FORTH ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, IN FEE SIMPLE, subject to the covenants and restrictions as set forth herein.

EXHIBIT E

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

The Trustees of the North Georgia Conference of
the United Methodist Church, Inc.,
Grantors

By: _____
Julie Childs, Chair

Attest: _____
Mathew Pinson, Secretary

Signed, sealed and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

EXHIBIT E

TO EVIDENCE AND DECLARE ITS ACCEPTANCE OF THIS QUITCLAIM DEED,
subject to the Covenants and Restrictions set forth herein as to the Restricted Property, Grantees
have signed and sealed this deed, the day and year first above written.

Mt. Bethel Church, Inc.
Grantees

By: _____
Dave Perry,
Administrative Council, Chair

Signed, sealed, and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

EXHIBIT E

EXHIBIT "A"
(Description of Property to be Conveyed)

| |

| |

EXHIBIT E

EXHIBIT "B"
(Description of Property Subject to Covenants)

| |

EXHIBIT E

EXHIBIT "C"
(Covenants and Restrictions)

The Grantees accept the Restricted Property subject to the following Covenants and Restrictions, which Grantors and Grantees herein agree are covenants running with the land, to wit:

1. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, none of the Restricted Property will be used as a headquarters or office for any religious denomination;
2. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, the Restricted Property will be used for church or school purposes only;
3. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, in the event Grantees decide to sell any part or all of the Restricted Property, the Grantees will, no less than thirty (30) days prior to listing any of the Restricted Property for sale, notify Grantors herein, who will have the right to purchase the said property to be offered for sale for the appraised value as determined by Grantees' appraisal; and in the event Grantors disagree with Grantees appraised value, Grantors may obtain their own appraisal and the purchase price will be the average of the two appraisals if the appraisals are within 5% of each other, and if the appraisals differ by more than 5%, the appraisers will choose a third appraiser to provide a third appraisal and all three appraisals will then be averaged to obtain the applicable purchase price; Grantors and Grantees acknowledge and agree that this right of first refusal will be subordinate to the rights of any future secured lender of record; references in this paragraph to appraisals refer to appraisals performed and certified by a Member, Appraisal Institute, commonly referred to as an MAI appraiser; in the event Grantors exercise their right to purchase pursuant to this right of first refusal, the purchase transaction must close within ninety days of Grantees' notice to Grantors of Grantees' intent to list the property for sale. In the event Grantors fail to close the transaction contemplated herein with the time allowed hereunder, the rights of Grantors as to that portion of the Restricted Property as to which the notice given by Grantees applied shall terminate and Grantees will be free to sell such portion of the Restricted Property free and clear of this right of first refusal, but all other covenants set forth herein shall continue to apply to such portion of the Restricted Property.
4. The covenants and restrictions contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Grantors, their respective legal representatives, heirs, successors and assigns.
5. Enforcement of the provisions of these covenants and restrictions may be by any appropriate proceeding at law or in equity by Grantors against any person or entity violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these covenants and restrictions. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not produce the exercise of any or all other legal remedies now or hereafter provided. Any failure by Grantors, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any person or entity entitled to file a legal action for any violation of these covenants and restrictions shall be entitled to recover reasonable attorney's fees as a part of such action.

EXHIBIT E

EXHIBIT F

**CERTIFICATION OF RELEASE OF PROPERTY
FROM THE UNITED METHODIST TRUST CLAUSE**

WHEREAS, Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church ("Mt. Bethel") has been a local church of the United Methodist Church; and

WHEREAS, under the provisions of the *Book of Discipline of the United Methodist Church* (the "Discipline"), all property of a local church of the United Methodist Church is held, in trust, for the benefit of the entire denomination and subject to the Discipline, including without limitation Paragraph 2501 of the Discipline, (the "Trust Clause Obligations"); and

WHEREAS, under the provisions of that certain Settlement Agreement of even date entered into between Mt. Bethel and The Trustees of the North Georgia Conference of the United Methodist Church, Inc., The North Georgia Conference of the United Methodist Church, Inc., Bishop Sue Hauptert-Johnson, and District Superintendent Jessica Terrell (the "Settlement Agreement"), certain real and personal property of Mt. Bethel will be released, transferred, and conveyed to Mt. Bethel, its successors and assigns, free and clear of the Trust Clause Obligations; and

WHEREAS, to the extent any of the releases, transfers, and conveyances anticipated by the Settlement Agreement are transfers of the property of the North Georgia Annual Conference, Bishop Sue Hauptert-Johnson has authority to certify the transfer thereof free and clear of the Trust Clause Obligations pursuant to Paragraph 2515 of the Discipline; and

WHEREAS, to the extent any of the releases, transfers, and conveyances anticipated by the Settlement Agreement are transfers of the property of Mt. Bethel, as a local church of the United Methodist Church, District Superintendent Jessica Terrell has authority to certify the transfer thereof free and clear of the Trust Clause Obligations pursuant to Paragraph 2541 of the Discipline;

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms of the Settlement Agreement, the undersigned hereby certify:

1. All property of Mt. Bethel that is described in the Settlement Agreement as being released, transferred, or conveyed to Mt. Bethel, its successor and assigns, is hereby released from the Trust Clause Obligations.
2. The release of property from the Trust Clause Obligations will not apply to any property required by the Settlement Agreement to be transferred to The Trustees of the North Georgia Conference of the United Methodist Church, Inc.
3. All funds raised by Mt. Bethel or its members or affiliated organizations for the specific purpose of funding the payment obligations of Mt. Bethel under the terms of the Settlement Agreement shall be segregated from other funds of Mt. Bethel and shall be held by Mt. Bethel free and clear of any Trust Clause Obligations.

EXHIBIT F

IN WITNESS WHEREOF, the undersigned have signed and sealed this Certification,
effective as of the ____ day of May, 2022.

_____(Seal)
SUE HAUPERT-JOHNSON
BISHOP
NORTH GEORGIA ANNUAL CONFERENCE
UNITED METHODIST CHURCH

_____(Seal)
JESSICA TERRELL
DISTRICT SUPERINTENDENT
CENTRAL WEST DISTRICT
NORTH GEORGIA ANNUAL CONFERENCE
UNITED METHODIST CHURCH

Signed, sealed and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

EXHIBIT F

EXHIBIT G

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.

Petitioner,

vs.

MT. BETHEL UNITED METHODIST
CHURCH, INC. d/b/a MT. BETHEL
UNITED METHODIST CHURCH,

Respondent, Counterclaim
and Third-Party Plaintiff,

vs.

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.,
THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP;
JESSICA E. TERRELL, DISTRICT
SUPERINTENDENT; and JOHN DOES 1-5,

Defendants in Counterclaim,

and

THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP,
JESSICA E. TERREL, DISTRICT
SUPERINTENDENT, and JOHN DOES 1-5,

Third-Party Defendants.

CIVIL ACTION FILE
NUMBER: 21-1-06801-28

CONSENT FINAL DECREE

The above-styled action is before the court on the Parties' CONSENT MOTION FOR ENTRY OF CONSENT FINAL DECREE (the "Consent Motion").

The Parties have reached a full and final settlement which requires entry of this O.C.G.A. § 9-15-14(b) Consent Final Decree to fully effect the terms of the settlement. The Parties stipulate and consent to this Consent Final Decree and to its prompt entry by the Court.

THEREFORE, considering the Consent Motion, applicable law, and the Settlement Agreement attached hereto and incorporated herein as Exhibit 1 (the "Settlement Agreement"), the Consent Motion is hereby GRANTED. The terms of the Settlement Agreement are approved by this Court and are made the final judgment of this Court as to all claims by all parties. To the extent that the Settlement Agreement does not fully address each and every one of the claims by any party, by virtue of this Consent Final Decree, they are otherwise dismissed with prejudice.

SO ORDERED, this __ day of _____, 2022

The Honorable Mary Staley
Senior Judge, Cobb County Superior Court

Jointly prepared and presented by:

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*Attorneys for the Trustees of the North Georgia
Conference of the United Methodist Church, Inc.;
The North Georgia Conference of the United
Methodist Church, Inc.; Sue Hauptert-Johnson,
Bishop; Jessica E. Terrell, District
Superintendent*

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/s/
David P. Darden
Georgia Bar No 205350

Attorneys for Mt. Bethel

EXHIBIT A-2

STATE OF GEORGIA
COUNTY OF COBB

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made the ___ day of June, 2022 (hereinafter the "Effective Date"), between The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc. (hereinafter "Trustees"), Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church (hereinafter "Mt. Bethel"), The North Georgia Conference Of The United Methodist Church, Inc. (hereinafter "Conference"), Bishop Sue Haupert-Johnson (hereinafter "Bishop"), and District Superintendent Jessica Terrell (hereinafter "DS") (hereinafter referred to individually as "Party" and collectively referred to as "the Parties").

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

PREAMBLE

Covenant as fellow Christians. All Parties covenant and agree that they and their respective members are part of the one universal church in service to Jesus Christ. Both sides plan to look forward and honor the mission and ministry of each other as Christians. Accordingly, the Parties shall encourage their members to focus on the mission of Jesus Christ and not the past actions and alleged transgressions of each other, as referenced in the civil action now being mutually resolved pursuant to this settlement agreement. As part of this covenant, the parties agree that, except as required by law or this Settlement Agreement, the parties intend as Christians to refrain from publishing or disseminating any of the materials developed through this litigation or exchanged through the discovery process, and the parties intend as Christians to refrain from

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

publishing or making any comments or remarks about the other parties or any of the other parties' ministers or members that could reasonably be expected to adversely affect the reputation of the other.

1 Status of the Parties

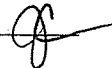
Litigation between the Parties is currently pending in the Superior Court of Cobb County in Civil Action File Number 21-1-06801-28: Trustees are the Petitioner and one of the four Co-Defendants in Counterclaim; Mt. Bethel is the Respondent, the Plaintiff in Counterclaim, and the Third-Party Plaintiff; and Conference, Bishop, and DS are three of the four Co-Defendants in Counterclaim and are all of the Third-Party Defendants.

The disputes between the Parties are set forth in the pending litigation and the Parties desire to settle and resolve all matters relating to the pending litigation.


2 Consideration


The consideration for this Settlement Agreement is the mutual benefits to be obtained by the Parties and the covenants and agreements of each of the Parties to the other Parties. The adequacy of the consideration for all agreements herein contained is stipulated and admitted by the Parties.

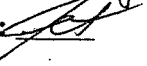
SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 


DS: 

It is the purpose and intent of this Settlement Agreement to settle forever and completely the interests and obligations of the Parties as between themselves, their agents, and assigns; and to that end this Settlement Agreement is binding upon each of the Parties' respective agents, successors, and assigns.


3 Property of The Parties


- a) Real estate described in that certain Notice of Lis Pendens recorded on September 9, 2021 in Lien Book 142, at page 3490, a copy of which is attached hereto and incorporated herein as Exhibit A for a more complete and accurate description thereof since some of the property addresses share multiple tax parcel ID numbers, or have no street numbers, the Parties have compiled a listing identifying each parcel of real estate described in Exhibit A by their usage, which listing is attached hereto as Exhibit B and incorporated herein by express reference;
- b) Tangible personal property titled in Mt. Bethel;
- c) Tangible personal property in the possession of Mt. Bethel, which property is not titled;
- d) Intangible personal property titled in Mt. Bethel;

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

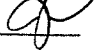
- e) Intangible personal property in the possession of Mt. Bethel, which property is not titled;
- f) Financial accounts held in the name of Mt. Bethel;
- g) Insurance policies covering the various risks of Mt. Bethel; and,
- h) Debts and obligations of Mt. Bethel or debts and obligations of third parties guaranteed or endorsed by Mt. Bethel.

No Party hereto is relying upon representations made by another Party hereto, but instead each Party hereto has conducted its own due diligence prior to entering into this Settlement Agreement and is entering into this Settlement Agreement based upon its own independent judgment.


4 Mt. Bethel Payment To Trustees


The closing of the real estate transactions described herein will take place within 120 days of the Effective Date, wherein Mt. Bethel will pay to Trustees \$13,100,000.00 of which \$11,941,000.00 will be paid in cash and \$1,159,000.00 will be paid by delivering ownership and control of an account at Truist Bank holding a certain endowment from the Estate of Richard E. Hanson in the approximate amount of \$1,159,000.00 (hereinafter the "Endowment Account"). In the event the Endowment Account cannot be transferred by Mt. Bethel to the Trustees for the

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 


DS: 

benefit of the United Methodist Church free and clear of all restrictions imposed by Mt. Bethel, then Mt. Bethel may, if otherwise not able to pay the remaining balance in cash at closing, execute a promissory note to Trustees for the remaining \$1,159,000.00, payable in three years, with a 5% annual percentage rate, with no prepayment penalty and all interest and principal due in full at maturity. The promissory note shall be secured by the parcels of real property described in Exhibit A that are shown to be restricted in Exhibit B. The promissory note to be executed by Mt. Bethel will be in a form substantially similar to that document attached hereto as Exhibit C to this Agreement and is incorporated herein. The Security Deed granted by Mt. Bethel will be in a form substantially similar to that document attached hereto as Exhibit D. The promissory note shall be subordinate to any future secured lender of record.

5 Trustees' Conveyances To Mt. Bethel


At the closing of the real estate transactions described herein, the Trustees will execute and deliver a quit-claim deed to Mt. Bethel for each of the parcels of real property described in Exhibit A, in a form substantially similar to that document attached hereto as Exhibit E. Bishop and DS will execute and deliver a release and termination of the Trust Clause as provided for by ¶ 2501 of the United Methodist Church Book of Discipline (the "Trust Clause"), in a form substantially similar to that document attached hereto as Exhibit F. The quit-claim deed and the

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 


Bishop: 

DS: 


release and termination of the Trust Clause referred to herein shall be sufficient to accommodate insurable title, without exception or qualification, on each of the parcels of real property described in Exhibit A. Trustees will issue a bill of sale for \$10 for all other tangible and intangible property held by Mt. Bethel subject to the Trust Clause. The Trust Clause will be released from all property and assets, except for that property and those assets specifically required to be transferred by Mt. Bethel to Trustees under this Settlement Agreement and subject to the following covenants and restrictions, which will be incorporated into the quitclaim deed previously referenced herein as Exhibit E:


- For a period of 7.5 years from the date of the recording of Exhibit E, none of the parcels of real property described in Exhibit A will be used as a headquarters or office for any religious denomination;
- For a period of 7.5 years from the date of the recording of Exhibit E, each of the parcels of real property described in Exhibit A and shown to be restricted in Exhibit B will be used for Church or school purposes only; Mt. Bethel is not prevented from disposing of those parcels of real property described in Exhibit A that are shown to be unrestricted on Exhibit B; and,


SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____


Conference: 

Bishop: 


DS: 


- For a period of 7.5 years from the date of the recording of Exhibit E, no less than 30 days prior to listing any one or more of the parcels of real property for sale described in Exhibit A that are shown to be restricted in Exhibit B, Mt. Bethel will notify Trustees, who will have the right to purchase the said property for Mt. Bethel's appraised value; and in the event Trustees disagree with Mt. Bethel's appraised value, Trustees may obtain their own appraisal and the purchase price will be the average of the two appraisals if the appraisals are within 5% of each other, and if the appraisals differ by more than 5%, the appraisers will choose a third appraiser to provide a third appraisal and all 3 appraisals will then be averaged to obtain the purchase price; The Parties acknowledge and agree that this right of first refusal will not apply to the parcels of real property in Exhibit A that are shown to be unrestricted in Exhibit B and this right of first refusal will be subordinate to the rights of any future secured lender of record; References in this subparagraph to appraisals refer to appraisals performed and certified by a Member, Appraisal Institute, commonly referred to as an MAI appraiser; Trustees' purchase pursuant to this right of first refusal must close within 90 days of Mt. Bethel's notice to Trustees of Mt. Bethel's intent to list the Real Property for sale; and, the terms of this subparagraph are incorporated into Exhibit E.

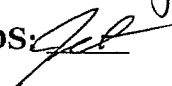
SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

6 Assumption of Encumbrances

Mt. Bethel assumes all responsibility and liability for all encumbrances and liens on all of the real and personal property transferred to it or released from the Trust Clause pursuant to this Settlement Agreement. Mt. Bethel agrees to indemnify and hold harmless the Trustees and Conference from any claim or liability that the Trustees or Conference may suffer or may be required to pay because of such encumbrances or liens.

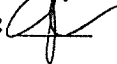
7 Property Insurance

All insurance on property transferred hereunder or released from the Trust Clause is hereby assigned to Mt. Bethel; and payment of the insurance premiums on such insurance from the Effective Date shall hereafter be the sole responsibility of Mt. Bethel.


8 Use of “United”, “United Methodist”, the Cross & Flame, UMC Intellectual Property and Trademarks


Mt. Bethel will cease all use of “United”, “United Methodist”, the Cross & Flame insignia, and any intellectual property of the United Methodist Church, including the removal of all signage containing the same.

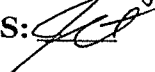
SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

All tangible personal property bearing the Cross & Flame insignia or any United Methodist Church intellectual property or trademarks shall be returned and delivered to Trustees by Mt. Bethel.

9 Mutual General Release

Upon successful completion of the real estate closing referenced herein and except as otherwise provided herein, the Parties shall and do mutually remise, release, and forever discharge each other from any and all actions, suits, debts, claims and demands, and obligations whatsoever, whether known or unknown, both in law and equity, which any of them ever had, now has, or hereafter may have against another Party upon or by reason of any matter, cause or thing up to the Effective Date of this Settlement Agreement.


10 Release from Apportionment Payments and Unfunded Pension Liabilities

Upon successful completion of the real estate closing referenced herein, Mt. Bethel is hereby released from the payment of apportionments or any obligation for the payment of unfunded pension liabilities.


11 Consent Final Decree and Survival


This Settlement Agreement shall be offered in evidence in the Superior Court of Cobb

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

County and, if accepted by the Court, shall be incorporated by reference into a Consent Final Decree, which is entered pursuant to O.C.G.A. § 9-11-54(b) and which dismisses all claims, counterclaims, and third-party claims not adjudicated by the Consent Final Decree, which Consent Final Decree will be entered in Civil Action File Number 21-1-06801-28 (hereinafter the "Consent Final Decree"). Notwithstanding such incorporation, this Settlement Agreement shall survive independently of such Consent Final Decree.

The Consent Final Decree shall constitute a final judgment and each claim set forth by any Party in Civil Action File Number 21-1-06801-28 shall be finally adjudicated by same, in a form substantially similar to that document attached hereto as Exhibit G.


12 Amendment or Modification

This Settlement Agreement may be amended or modified only by written instrument signed by all of the Parties and acknowledged before persons authorized to take acknowledgments.


13. Funds Raised from Donors to Pay Settlement are Exempt From the Trust Clause


The Parties agree that Mt. Bethel may engage in fundraising efforts with various donors to raise the funds necessary to pay the settlement funds set forth in Section 4 of this Settlement


SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

Agreement. All of the settlement funds raised by or donated to Mt. Bethel for that purpose shall be deposited by Mt. Bethel into a segregated account and the Parties agree that the Trust Clause does not apply to those settlement funds or the account holding those settlement funds.

14 Mt. Bethel Name Change


Prior to the real estate closing referred to herein, Mt. Bethel will change its corporate name to Mt. Bethel Church, Inc., and its trade name will be Mt. Bethel. All documents executed and delivered at the real estate closing wherein Mt. Bethel is referred will note therein that Mt. Bethel Church, Inc., d/b/a Mt. Bethel, was formerly known as Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church.

The foregoing name change will be completed so as not to delay or interfere with the real estate closing referred to herein.

15 General Provisions


- a) This Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the State of Georgia.
- b) If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

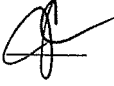
Conference: 

Bishop: 


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
- c) Each of the Parties shall on demand execute and deliver to the other any deeds, bills of sale, assignments, and other documents and do or cause to be done any other acts and such things which may be necessary or desirable to effectuate the provisions and purposes of this Settlement Agreement.
- d) This Settlement Agreement supersedes any and all prior representations, warranties, communications, and agreement, either oral or in writing, between the Parties relating to their respective rights and liabilities and contains the entire agreement of the Parties.
- e) The Parties agree that each is respectively responsible for the payment of all their own attorney fees and expenses of litigation incurred in connection with this Settlement Agreement and Civil Action File Number 21-1-06801-28. None of the Parties shall be obligated to pay any attorney fees or expenses incurred by any of the other Party and hereby waive any and all claims for the payment of any such fees or expenses.
- f) Since this Settlement Agreement is a joint effort of the Parties, it should be construed with fairness as between the Parties and no more strictly enforced against one or the other. Each Party has entered into this Settlement Agreement freely and voluntarily.
- g) The Parties acknowledge that the settlement set forth in this Settlement Agreement is a compromise and final settlement of doubtful and disputed claims, and that payment,

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 


Bishop: 

DS: 


receipt, acceptance, or transfer of the settlement funds and property, and the other consideration and terms provided for herein shall not be construed as an admission of liability on the part of any Party.


- h) No action or vote will be taken at the June 2022 Annual Conference of the North Georgia Conference to “close” Mt. Bethel pursuant to ¶2549 of the UMC Book of Discipline; and, no clergy or lay delegate of Mt. Bethel at the June 2022 Annual Conference shall raise the issue of Mt. Bethel’s closure or the declaration of exigent circumstances. This is an exact quotation from the March 15, 2022 Consent Order entered by the Court.
- i) Mt. Bethel’s Administrative Council, having authority to settle litigation on behalf of Mt. Bethel, has authorized its administrative council chair, its chair of trustees, and its lay leader each on behalf of Mt. Bethel to enter into this this Settlement Agreement and effectuate its terms.
- j) The Trustees, having authority to settle litigation on behalf of the Trustees, has authorized its chair on behalf of the Trustees to enter into this Settlement Agreement and effectuate its terms.
- k) The Conference, having authority to settle litigation on behalf of the Conference, has authorized its chief executive officer on behalf of the Conference to enter into this

SETTLEMENT AGREEMENT

Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 

Settlement Agreement and effectuate its terms.

- l) Bishop on her own behalf has entered into this Settlement Agreement.
- m) The District Superintendent on her own behalf has entered into this Settlement Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to ten (10) counterparts of this Settlement Agreement, each of which shall constitute an original, on the day and year first above written.

<p>Sworn to and subscribed before me by the Chair and the Secretary of The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc. this <u>3</u> day of June, 2022.</p> <p><i>Josie C. Hickom</i></p> <p>Notary Public</p> <p>My Commission expires: <u>May 5, 2024</u></p>	<p>The Trustees Of The North Georgia Conference Of The United Methodist Church, Inc.</p> <p>By: <u><i>[Signature]</i></u> Chair</p> <p>By: <u><i>[Signature]</i></u> Secretary</p>
---	--

<p>Sworn to and subscribed before me by the Chair of the Administrative Council of Mt. Bethel United Methodist Church, Inc. this _____ day of June, 2022.</p>	<p>Mt. Bethel United Methodist Church, Inc.</p> <p>By: _____ Dave Perry,</p>
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SETTLEMENT AGREEMENT

Trustees: *[Signature]*

Mt. Bethel: _____

Conference: *[Signature]*


Bishop: *[Signature]*

DS: *[Signature]*


<p>_____</p> <p>Notary Public</p> <p>My Commission expires:</p>	<p>Administrative Council, Chair</p>
<p>Sworn to and subscribed before me by the Chair of Trustees of Mt. Bethel United Methodist Church, Inc. this ____ day of June, 2022.</p> <p>_____</p> <p>Notary Public</p> <p>My Commission expires:</p>	<p>Mt. Bethel United Methodist Church, Inc.</p> <p>By: _____</p> <p>Andrew J. Slavin Chair of Trustees</p>


<p>Sworn to and subscribed before me by Lay Leader of Mt. Bethel United Methodist Church, Inc. this ____ day of June, 2022.</p> <p>_____</p> <p>Notary Public</p> <p>My Commission expires:</p>	<p>Mt. Bethel United Methodist Church, Inc.</p> <p>By: _____</p> <p>Ferrell Coppedge Lay Leader</p>
---	---

SETTLEMENT AGREEMENT

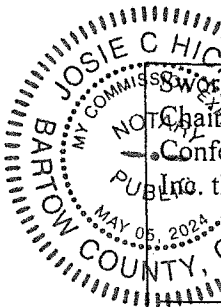
Trustees: 

Mt. Bethel: _____

Conference: 

Bishop: 

DS: 



Sworn to and subscribed before me by the
Chair and the Secretary of The North Georgia
Conference Of The United Methodist Church,
Inc. this 3 day of June, 2022.

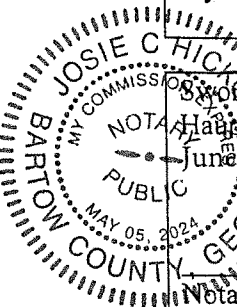
Josie C Hickom
Notary Public

My Commission expires:
May 5, 2024

The North Georgia Conference Of The United
Methodist Church, Inc.

By: *Andrew Haupt-Johnson*
Chief Executive Officer

By: *Max O. Vinken*
Secretary

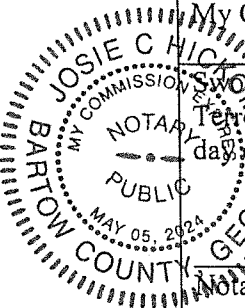


Sworn to and subscribed before me by Sue
Haupt-Johnson, Bishop, this 3 day of
June, 2022.

Josie C Hickom
Notary Public

My Commission expires:
May 5, 2024

Andrew Haupt-Johnson (Seal)
Sue Haupt-Johnson, Bishop



Sworn to and subscribed before me by Jessica
Terrell, District Superintendent, this 3
day of June, 2022.

Josie C Hickom
Notary Public

My Commission expires: May 5, 2024

Jessica Terrell (Seal)
Jessica Terrell, District Superintendent

SETTLEMENT AGREEMENT

Trustees: *[Signature]*

Mt. Bethel: _____

Conference: *[Signature]*

Bishop: *[Signature]*

DS: *[Signature]*

EXHIBIT A

After recording, return to:
CAUTHORN NOHR & OWEN
212 Church Street
Marietta, Georgia 30060

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE UNITED
METHODIST CHURCH, INC.,

PETITIONER,

VS

MT. BETHEL UNITED METHODIST
CHURCH, INC., d/b/a MT. BETHEL
UNITED METHODIST CHURCH,

RESPONDENT.

CIVIL ACTION

FILE NO. 2021-0117545-CV

NOTICE OF LIS PENDENS

NOTICE is hereby given of the filing of a Declaratory Judgement Action (Ref. O.C.G.A. § 9-4-2) titled and styled as set out above, versus the named Respondent. This Petition brings into question the ownership of, and the title to, fourteen (14) parcels of land located in Marietta, Cobb County, Georgia, each being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

Petitioner in said action is seeking to have a decree issued that shows that title in and to said tracts is held in trust for the Petitioner; and petitions the court for a determination of said title; and for an order determining and holding that the Fee Simple title to such Subject Properties is held in trust for the Petitioner herein.



T. E. Cauthorn
Georgia Bar Number 117400
tec@cauthornnohr.com

CAUTHORN NOHR & OWEN
212 Church Street
Marietta, Georgia 30060
770-528-0150

EXHIBIT A

EXHIBIT "A"

Tract One - 4505 LOWER ROSWELL RD – Tax Parcel 01001000090:

All of that tract or parcel of land lying and being in Land Lot 10 of the 1st District, 2nd Section of Cobb County, Georgia and being more particularly described as follows:

Commencing at a point at the Southeastern intersection of Cagle Road (40' right-of-way) and the Northwestern intersection of Lower Roswell Road (60' right-of-way); thence continuing along the right-of-way line of Lower Roswell Road South 82°46'43" West a distance of 236.96 feet to an iron pin found and the POINT OF BEGINNING; thence continuing along the Northerly right-of-way of Lower Roswell Road South 82°46'43" West a distance of 100.21 feet to a right-of-way monument; thence leaving the right-of-way of Lower Roswell Road North 01°10'56" East a distance of 387.72 feet to an iron pin set; thence North 85°21'13" East a distance of 113.14 feet to an iron pin found; thence South 05°36'56" East a distance of 182.56 feet to an open top found; thence South 04°12'40" East a distance of 19.62 feet to an iron pin found; thence South 88°42'16" West a distance of 35.89 feet to an iron pin found; thence South 01°30'07" West a distance of 182.20 feet to an iron pin found on the Northerly right-of-way of Lower Roswell Road and the POINT OF BEGINNING.

Said tract contains 0.997 acres as shown on that certain survey prepared for Mt. Bethel United Methodist Church, Inc. and Commonwealth Land Title Insurance Company by West Georgia Surveyors, Inc. bearing the seal and certification of Larry D. Neese, Georgia Registered Land Surveyor No. 2235, dated January 24, 2006, last revised February 6, 2006.

TOGETHER WITH all land owned by Hussein Sultan in Land Lot 10 of the 1st District, 2nd Section of Cobb County, Georgia, which is hereby conveyed in order to convey any gaps and gore in the preceding legal description.



Tract Two - 4525 LOWER ROSWELL RD -- Tax Parcel 01001000100:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 10 of the 1st District, 2nd Section, of Cobb County, Georgia, more particularly described as follows:

BEGINNING at a Right-of-Way monument found 25.38' West from the intersection of the Northern Right-of-Way line of Lower Roswell Road (60' R/W) and the Western Right-of-Way line of Cagle Road (40' R/W) if extended; thence S 85°10'51" W along the Northern Right-of-Way line of Lower Roswell Road (60' R/W) a distance of 213.06' to a 1/2" rebar set; thence N 03°54'18" E leaving said Right-of-Way a distance of 182.14' to a 1/2" rebar set; thence S 88°44'49" E a distance of 36.00' to a 5/8" rebar found; thence N 01°57'22" W a distance of 19.65' to a 1" open top pipe found; thence N 85°05'45" E a distance of 167.66' to a 1/2" rebar set on the Western Right-of-Way line of Cagle Road (40' R/W); thence S 06°37'32" E along said Right-of-Way a distance of 171.08' to a 1/2" rebar set; thence S 39°21'09" W a distance of 35.01' to a Right-of-Way monument found; which is the point of beginning, having an area of 42195.0 SQ. FT. square feet, 0.97 acres; and being shown on that certain Survey Plat For: Mt. Bethel United Methodist Church, Inc., a Georgia non-profit corporation and Lawyers Title Insurance Corporation, dated June 9, 2004, prepared by Georgia Land Surveying Co., Inc., Josh L. Lewis, III, GRLS No. 1751, which Survey is hereby made reference to and incorporated herein.



Tract Three - 4608 LOWER ROSWELL RD - Tax Parcel 01001000140:

ALL THAT TRACT or parcel of land lying and being in Land Lots 9 and 10 of the 1st District, 2nd Section, Cobb County, Georgia; and being more particularly described as follows:

Beginning at the northwest mitered intersection of the southerly right-of-way of Lower Roswell Road (variable R/W) with the westerly right-of-way of Woodlawn Drive (variable R/W); then traveling along the southerly right-of-way of Lower Roswell Road the following courses and distances;

THENCE South 58 degrees 52 minutes 11 seconds West for a distance of 128.63 feet to a point;

THENCE South 65 degrees 28 minutes 46 seconds West for a distance of 181.03 feet to the Point of Beginning; then leaving said right-of-way

THENCE South 01 degrees 45 minutes 06 seconds West for a distance of 78.66 feet to a point;

THENCE South 01 degrees 43 minutes 59 seconds West for a distance of 150.13 feet to a point;

THENCE South 87 degrees 54 minutes 47 seconds West for a distance of 23.43 feet to a point;

THENCE South 73 degrees 15 minutes 21 seconds West for a distance of 100.14 feet to a point;

THENCE South 56 degrees 42 minutes 07 seconds West for a distance of 56.71 feet to a point;

THENCE North 43 degrees 37 minutes 37 seconds West for a distance of 100.00 feet to a point;

THENCE North 44 degrees 50 minutes 20 seconds East for a distance of 38.11 feet to a point;

THENCE North 16 degrees 20 minutes 09 seconds West for a distance of 127.84 feet to a point on the southerly right-of-way of Lower Roswell Road (being a 60 foot right-of-way at this point); then traveling along said right-of-way

THENCE along a curve to the left having a radius of 1939.87 feet and an arc length of 267.67 feet, being subtended by a chord of North 70 degrees 39 minutes 49 seconds East for a distance of 267.46 feet to a point; then leaving said right-of-way

THENCE South 01 degrees 45 minutes 06 seconds West for a distance of 21.14 feet to the point of beginning.

Said property contains 1.205 acres more or less.

Said property being more particularly depicted on that certain Survey and Plat prepared for Mt. Bethel United Methodist Church, Inc. and Chicago Title Insurance Company dated May 23, 2001, prepared by Betterton Surveying & Design, Inc., Robert B. Betterton, G.R.L.S.#2496, which survey is hereby made reference to and incorporated herein.

Tract Four - 615 WOODLAWN DR - Tax Parcel 01001000510

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 10, 1st District, 2nd Section Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point of formed by the intersection of the southeasterly right-of-way of Lower Roswell Road and the westerly right-of-way of Woodlawn Drive, as if said right-of-ways were extended to form an angle instead of a curve; thence running southerly along the westerly right-of-way of Woodlawn Drive South 00 degrees 02 minutes 11 seconds West a distance of 16.56 feet to the POINT OF BEGINNING.

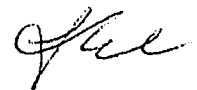
FROM THE TRUE POINT OF BEGINNING THUS ESTABLISHED, thence continuing southerly along the westerly right-of-way of Woodlawn Drive South 00 degrees 02 minutes 11 seconds West a distance of 207.73 feet to a five-eighth inch rebar set on the westerly right-of-way of Woodlawn Drive; thence leaving the westerly right-of-way of Woodlawn Drive and running South 89 degrees 10 minutes 41 seconds West a distance of 290.70 feet to a one-half inch found; thence North 01 degree 45 minutes 06 seconds East a distance of 78.66 feet to a five-eighth inch rebar set and being located on the southeasterly right-of-way of Lower Roswell Road; thence run northeasterly along the southeasterly right-of-way of Lower Roswell Road North 65 degrees 28 minutes 46 seconds East a distance of 181.03 feet to a five-eighth inch rebar set; thence continuing along the southeasterly right-of-way of Lower Roswell Road North 58 degrees 52 minutes 11 seconds a distance of 128.63 feet to a PK nail set; thence leaving the southeasterly right-of-way of Lower Roswell Road and run South 58 degrees 25 minutes 23 seconds East a distance of 15.94 feet to the TRUE POINT OF BEGINNING.

The aforescribed property contains 0.967 acres of land, more or less, and is more particularly shown and delineated on a plat of survey dated April 14, 2000, prepared for Mt. Bethel United Methodist Church, Inc. and Lawyers Title Insurance Corporation by HDR/WL Jorden, Bryant G. Kachel, Georgia Registered Land Surveyor No. 2700, which plat of survey is incorporated herein and by this reference made a part of this description; being improved property known as 615 Woodlawn Drive, Marietta, Georgia 30068.

The aforescribed property being the same property as conveyed to Robert Bennett (a/k/a H. Robert Bennett) and Tammy Bennett (a/k/a Tammy B. Bennett) from Tamra, Inc., a Georgia corporation by virtue of a Warranty Deed dated July 14, 1995 and recorded in the Office of the Clerk of Superior Court of Cobb County, Georgia in Deed Book 8986, Page 481.

Tract Five - JOHNSON FERRY RD – Tax Parcel 01006800020

All that tract or parcel of land lying and being in Land Lots 68 and 86 of the 1st District, 2nd Section of Cobb County, Georgia being a 1.5 acre tract, more or less, known as the Mt. Bethel Cemetery which is further described as being bounded on the west by Johnson Ferry Road; on the north by a private right of way owned by Atlanta Gas Light separating the subject property from the Northside / East Cobb Medical Center which medical center property is described in Deed Book 15186, Page 2528 Cobb County Deed Records; on the east by the Atlanta Swim Academy as owned by Ronald C. Grzelka and Barbara A. Grzelka and described at Deed Book 10967, Page 66, aforesaid records; and on the south by a Zaxbys Restaurant owned by GOFF 10, LLC and described at Deed Book 14248, Page 4147, aforesaid records.

A handwritten signature in cursive script, appearing to read "Gee".

Tract Six - 4451 Lower Roswell RD and 4385 Lower Roswell Rd – Comprising Tax Parcels 16104500020, 16104500030, and 1611160020:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115, 1116 and 1045, 2nd. Section, 16th District, Cobb County, Georgia, containing 26.8007 acres as shown on that certain Boundary and Topographic Survey for Mount Bethel United Methodist Church prepared by Travis N. Pruitt, Sr., Georgia Registered Land Surveyor No. 1729 of Travis Pruitt & Associates, Inc., dated April 28, 2001, last revised December 10, 2001, and being more particularly described as follows:

BEGINNING at a 3" angle iron found and being the common corner of Land Lots 1045, 1046, 1115 and 1116;

Thence run North 00°20'30" East a distance of 581.78 feet to a point;

Thence run North 00°48'00" West a distance of 534.10 feet to a point;

Thence run North 01°21'30" East a distance of 51.06 feet to a point;

Thence run North 89°48'09" East a distance of 676.06 feet to a point;

Thence run South 01°54'41" West a distance of 7.56 feet to a point;

Thence run South 64°29'27" East a distance of 134.45 feet to a point;

Thence run South 45°29'46" East a distance of 587.69 feet to a nail and washer found;

Thence run South 77°26'00" West a distance of 364.07 feet to a nail and washer found;

Thence run South 00°21'03" West a distance of 680.67 feet to a nail and washer found on the northerly right-of-way line of Lower Roswell Road (right-of-way varies);

Thence run South 82°47'05" West a distance of 240.63 feet to a point;

Thence run North 00°07'29" East a distance of 15.12 feet to a point;

Thence run South 82°47'05" West a distance of 222.93 feet to a point;

Thence run along the arc of a curve to the left, said arc having a radius of 2231.40 feet and an arc length of 205.09 feet and being subtended by a chord bearing South 80°09'06" West a distance of 205.02 feet to a point;

Thence run South 00°17'54" East a distance of 15.04 feet to a point;

Thence run along the arc of a curve to the left, said arc having a radius of 1227.00 feet and an arc length of 163.10 feet and being subtended by a chord bearing South 75°48'06" West a distance of 162.98 feet to a point;

Thence leaving the northerly right-of-way line of Lower Roswell Road (right-of-way varies) run North 15°57'54" West a distance of 209.50 feet to a point;

Thence run South 89°36'54" East a distance of 23.40 feet to a 3" angle iron found and the common corner of Land Lots 1045, 1046, 1115 and 1116 and the POINT OF BEGINNING.

TOGETHER WITH the Sewer Easement contained in that Sanitary Sewer Easement contained in that Grant of Easement and Agreement by and between Charlotte H. Davis and Mt. Bethel United Methodist Church, Inc., dated March 30, 2001, recorded at Deed Book 13350, Page 1404, Cobb County, Georgia Records.



Tract Seven - 630 FAIRFIELD DR NE - Tax Parcel 16104600020:

TRACT ONE

All that tract or parcel of land lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia, being shown on plat of survey for Robert E. Cook, Jr. and James I. Cook by West Georgia Engineers & Surveyors, Inc., dated June 4, 1984, and being more particularly described as follows;

BEGINNING at an iron pin on the northeasterly side of Fairfield Drive 380.03 feet northwesterly from the intersection of the northeasterly side of Fairfield Drive and the northerly side of Lower Roswell Road; thence running North 05 degrees 25 minutes 00 seconds West along the northeasterly side of Fairfield Drive a distance of 107.17 feet to an iron pin; thence North 84 degrees 39 minutes 00 seconds East a distance of 194.5 feet to an iron pin on the east Land Lot line of Land Lot 1046; thence South 00 degrees 20 minutes 00 seconds West along the east Land Lot line of Land Lot 1046 a distance of 111.90 feet to an iron pin; thence South 85 degrees 57 minutes 25 seconds West a distance of 110.9 feet to an iron pin; thence South 85 degrees 57 minutes 25 seconds West a distance of 72.44 feet to an iron pin and the point of beginning.

TRACT TWO

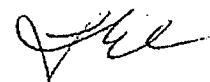
All that tract or parcel of land lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the northeasterly side of Fairfield Drive 357.52 feet northwesterly from the intersection of the northeasterly side of Fairfield Drive and the northerly side of Lower Roswell Road; thence running North 05 degrees 25 minutes 00 seconds West along the northeasterly side of Fairfield Drive a distance of 22.51 feet to an iron pin; thence North 85 degrees 57 minutes 25 seconds East a distance of 72.44 feet to an iron pin; thence South 70 degrees 47 minutes 55 seconds West a distance of 75.46 feet to an iron pin and the point of beginning.

Tract Eight - 684 FAIRFIELD DR NE – Tax Parcel 16104600230:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia and being Lot 74, Block "O" of Indian Hills Country Club Subdivision, Unit Eight, as per plat recorded in Plat Book 57, page 3, Cobb County, Georgia records which plat is made a part hereof by this reference

EXHIBIT A

A handwritten signature in cursive script, appearing to read "Jill", located in the bottom right corner of the page.

Tract Nine - 672 FAIRFIELD DR NE - Tax Parcel 16104600240:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia, containing 0.53 acres, as shown on that survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated May 30, 2003, and being more particularly described as follows:

BEGIN at an iron pin placed on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said iron pin being 708.0 feet from the intersection of Fairfield Drive (50' right-of-way) and Lower Roswell Road (70' right-of-way), as measured in a northerly direction along the eastern right-of-way line of Fairfield Drive (50' right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (50' right-of-way) North 00 degrees 40 minutes 53 seconds West, a distance of 115.33 feet to an iron pin found; thence leave the eastern right-of-way line of Fairfield Drive (50' right-of-way) and travel North 89 degrees 29 minutes 22 seconds East, a distance of 203.19 feet to an iron pin found on the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045; run thence along the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 South 00 degrees 20 minutes 30 seconds West, a distance of 115.04 feet to a point in fence post; thence leave the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 and travel South 89 degrees 24 minutes 08 seconds West, a distance of 201.14 feet to an iron pin placed on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said iron pin being the POINT OF BEGINNING.



Tract Ten - 660 FAIRFIELD DR NE -- Tax Parcel 16104600250:

ALL THAT TRACT or parcel of land lying and being in Land Lot 1046 of the 16th District, 2nd Section of Cobb County, Georgia, being Unit 8, Block O, Lot 76, Indian Hills Country Club Subdivision, and being more particularly described as follows:

BEGINNING at a point on the easterly side of a right-of-way marker on Fairfield Drive, 603.0 feet north of the right-of-way of Lower Roswell Road; thence running north along the right-of-way line on Fairfield Drive, 105.0 feet to an iron pin; thence east 202.56 feet to an iron pin being the northern line of Land Lot 1046 (said dimension being recorded as 201.6 feet in a Warranty Deed dated February 8, 1973, recorded in Cobb County Records, Deed Book 1397, Page 547); thence running southerly along the northern line of Land Lot 1046, 105.0 feet to an iron pin; thence west 202.55 feet (said dimension being recorded as 200.1 feet in a Warranty Deed dated February 8, 1973, recorded in Deed Book 1397, Page 547), to the Point of Beginning, being known as 660 Fairfield Drive, according to the present system of numbering houses in Cobb County, Georgia.

THE ABOVE-DESCRIBED property is the same property as described in a warranty deed dated June 29, 1973 and recorded in Deed Book 1439, Page 640, re-recorded in Deed Book 1448, Page 736, Cobb County Records. The parties hereto acknowledge vague legal description in said prior warranty deed, which omits a reference to Cobb County in paragraph one of the legal description and makes a reference to "DeKalb" County in paragraph two of the legal description when in fact the said reference should read "Cobb" County. It is the further intent of this deed, therefore, to ascertain the correct legal description as the said property should be, due to the fact that Contemporary Development, Inc. is no longer doing business and the fact that a corrective warranty deed cannot be obtained.



Tract Eleven - 648 FAIRFIELD DR NE - Tax Parcel 16104600260:

All that tract or parcel of land lying and being in Land Lot 1046 of the 16th Land District, 2nd Section, Cobb County, Georgia, being Lot 77, Block O, Indian Hills Country Club, Unit Eight, as per plat recorded in Plat Book 57, page 3, Cobb County, Georgia Records, and being more particularly described as follows:

BEGIN at a 3/4" open top found on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said open top being 486.10 feet from the intersection of Fairfield Drive (50' right-of-way) and Lower Roswell Road, as measured in a northerly direction along the eastern right-of-way line of Fairfield Drive (50' right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (50' right-of-way) the following courses and distances: North 05 degrees 58 minutes 53 seconds West, a distance of 8.67 feet to a point; along the arc of a curve to the right, said arc having a distance of 96.05 feet and being subtended by a chord having a chord bearing of North 02 degrees 42 minutes 58 seconds West and a chord distance of 96.02 feet, to a point; and North 01 degrees 07 minutes 03 seconds West, a distance of 11.96 feet to a 3/8" rebar set; thence leave the eastern right-of-way line of Fairfield Drive (50' right-of-way) and travel North 88 degrees 54 minutes 57 seconds East a distance of 200.10 feet to a point located on the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045; run thence along the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 South 00 degrees 20 minutes 30 seconds west, a distance of 100.00 feet to a 1" crimp top found; thence leave the eastern land lot line of Land Lot 1046 and the western land lot line of Land Lot 1045 and travel South 84 degrees 01 minutes 37 seconds West a distance of 194.84 feet to a 3/4" open top found on the eastern right-of-way line of Fairfield Drive (50' right-of-way), said 3/4" open top found being the POINT OF BEGINNING.

Said tract contains 0.49 acres as shown on that Survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated September 12, 2001, which survey is hereby made reference to and incorporated herein.



Tract Twelve - FAIRFIELD DR NE - Tax Parcel 16104600480:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1046, 16th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCE at an iron pin found and being the common corner of Land Lots 1045, 1046, 1115 and 1116; thence South 89 degrees 19 minutes 55 seconds West along the common land lot lines of Land Lots 1046 and 1115 a distance of 170.52 to an iron pin found and being located on the easterly right-of-way of Fairfield Drive (said right-of-way being 50.00 feet in width); thence North 05 degrees 50 minutes 55 seconds West along the easterly right-of-way of Fairfield Drive a distance of 103.62 feet to an iron pin found; thence North 70 degrees 22 minutes 47 seconds East a distance of 75.46 feet to an iron pin found; thence North 85 degrees 45 minutes 40 seconds East a distance of 111.02 feet to an iron pin placed and being located on the common land lot line of Land Lots 1045 and 1046; thence South 00 degrees 18 minutes 48 seconds West along the common land lot lines of Land Lots 1045 and 1046 a distance of 134.64 feet to an iron pin found and being the TRUE POINT OF BEGINNING.

The aforescribed property contains 0.508 acres of land more or less and is more particularly delineated and shown on as Parcel "C" on a plat of survey dated October 23, 1989, prepared for Mt. Bethel United Methodist Church, Inc., The First National Bank of Atlanta and Lawyers Title Insurance Corporation by Watts & Browning Engineers, Inc. Gary Gillespie, Georgia Land Surveyor's No. 2121, which plat is incorporated herein by this reference and made a part of this legal description.



Tract Thirteen - 4345 LOWER ROSWELL RD – Tax Parcel 16111500150:

All that tract or parcel of land lying and being in Land Lots 1115 and 1116 of the 16th Land District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

Begin at the land lot corner common to Land Lots 1045, 1116, 1115 and 1046 and travel in a westerly direction along the southern land lot line of Land Lot 1046 and the northern land lot line of Land Lot 1115 South 89 degrees 28 minutes 09 seconds West a distance of 23.40 feet to a point and the TRUE POINT OF BEGINNING; thence leave the southern land lot line of Land Lot 1046 and the northern land lot line of Land Lot 1115 and travel South 15 degrees 49 minutes 07 seconds East a distance of 209.50 feet to a point located on the northern right-of-way line of Lower Roswell Road (variable right-of-way); run thence along the northern right-of-way line of Lower Roswell Road (variable right-of-way) along the arc of a curve to the left, said arc having a distance of 106.65 feet and being subtended by a chord having a chord bearing of South 71 degrees 45 minutes 16 seconds West and a chord distance of 106.64 feet, to a point located at the mitered intersection of Lower Roswell Road (variable right-of-way) and Fairfield Drive (variable right-of-way) (a public right-of-way); thence travel along the mitered intersection of Lower Roswell Road (variable right-of-way) and Fairfield Drive (variable right-of-way) (a public right-of-way) North 64 degrees 03 minutes 28 seconds west a distance of 35.10 feet to a point located on the eastern right-of-way line of Fairfield Drive (variable right-of-way) (a public right-of-way); thence travel along the eastern right-of-way line of Fairfield Drive (variable right-of-way) the following courses and distances: North 14 degrees 05 minutes 16 seconds West a distance of 140.92 feet, North 35 degrees 07 minutes 17 seconds West a distance of 47.82 feet, and along the arc of a curve to the right, said arc having a distance of 42.79 feet and being subtended by a chord having a chord bearing of North 12 degrees 14 minutes 04 seconds West and a chord distance of 42.70 feet, to a ½" rebar found on the northern land lot line of Land Lot 1115 and the southern land lot line of Land Lot 1046; run thence along the northern land lot line of Land Lot 1115 and the southern land lot line of Land Lot 1046 North 89 degrees 11 minutes 24 seconds East a distance of 146.60 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract contains 0.700 acres as shown on that Survey for Mount Bethel United Methodist Church, prepared by Georgia Land Surveying Co., Inc., bearing the seal and certification of Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1761, dated September 12, 2001, which survey is hereby made reference to and incorporated herein.



Tract Fourteen - 4385 LOWER ROSWELL RD - Tax Parcel 16111600030:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1116 of the 16th District, 2nd Section, Cobb County, Georgia, as shown on a plat of same made by Lana S. Bishop, Surveyor, dated August 30, 1978, being more particularly described as follows:

BEGINNING at a point on the northeasterly side of Lower Roswell Road (also known as South Roswell Road) a distance of 131 feet from the intersection of the northerly side of said road and the easterly side of Fairfield Drive at an iron pin; thence north 13 degrees 40 minutes west a distance of 209.5 feet to the north original line of Land Lot 1115, thence south 87 degrees 19 minutes east along said north land lot line of Land Lots 1115 and 1116 a distance of 214.8 feet to an iron pin; thence south 2 degrees 0 minutes west a distance of 160 feet to the northerly right-of-way of Lower Roswell Road; thence southwesterly along the arc of the right-of-way of said road a distance of 163.1 feet to the iron pin and the point of beginning.

The aforescribed property is more particularly delineated and shown on a Plat of Survey recorded in the Office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 71, Page 166, which plat of survey is incorporated herein and by this reference made a part of this description, and is also the same property as conveyed to Leslie Pearl Bowen by Deed of Assent dated September 8, 1978, recorded in Deed Book 1930, Page 698, aforesaid records.

EXHIBIT B

Mt. Bethel Real Estate Holdings

<u>Tax Parcel #</u>	<u>Street Address</u>	<u>Tract # on L.P.</u>	<u>Description</u>	<u>Restricted/Unrestricted</u>
1001000090	4505 Lower Roswell RD	1	Vacant lot between Cagle House and Post Office	Unrestricted
1001000100	4525 Lower Roswell RD	2	Cagle House	Unrestricted
1001000140	4608 Lower Roswell RD	3	Aging center	Unrestricted
1001000510	615 Woodlawn DR	4	Day Care	Unrestricted
1006800020	Johnson Ferry Road	5	Cemetery	Unrestricted
16104500020	4451 Lower Roswell RD	6	Main church building, parking and rec area	Restricted
16104500030	4385 Lower Roswell RD	6	Main church building, parking area	Restricted
16104600020	630 Fairfield DR NE	7	Parking area	Restricted
16104600230	684 Fairfield DR NE	8	Parsonage	Unrestricted
16104600240	672 Fairfield DR NE	9	Special Needs Facility	Unrestricted
16104600250	660 Fairfield DR NE	10	Additional parsonage	Unrestricted
16104600260	648 Fairfield DR NE	11	Parking Area	Restricted
16104600480	Fairfield DR N	12	Parking Area	Restricted
16111500150	4345 Lower Roswell RD	13	Parking Area	Restricted
16111600020	4385 Lower Roswell RD	6	Parking Area	Restricted
16111600030	4385 Lower Roswell RD	14	Parking Area and outbuilding	Restricted

Exhibit B

EXHIBIT B

EXHIBIT C

PROMISSORY NOTE

DATE: _____
AMOUNT: \$1,159,000.00

COBB COUNTY, GEORGIA

FOR VALUE RECEIVED, the undersigned, MT. BETHEL CHURCH, INC., a Georgia nonprofit corporation (hereinafter the "Borrower"), promises to pay to the order of THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF THE UNITED METHODIST CHURCH, INC., a Georgia nonprofit corporation, (herein the "Lender" and, along with each subsequent holder of this Note, referred to as the "Holder"), the principal sum of ONE MILLION, ONE HUNDRED FIFTY-NINE THOUSAND AND ZERO/100THS DOLLARS (\$1,159,000.00), with interest thereon to be computed from the date of this Note at the interest rate herein provided, and to be paid as provided herein.

This Note, including without limitation all outstanding principal and any accrued but unpaid interest, shall be due and payable on _____, which is the maturity date of this Note.

This Note shall bear interest at the rate of FIVE PERCENT (5%) PER ANNUM, which interest shall be computed for each day during the term of this Note by multiplying the outstanding principal balance hereunder at the close of business on that day by a daily interest factor which daily interest factor shall be calculated by dividing the per annum interest rate in effect under this Note by three hundred sixty (360) days. Interest so computed shall accrue for each and every day on which any indebtedness remains outstanding hereunder.

In the event of default in the payments of principal and interest as set forth above, strict compliance therewith being required, this Note shall bear interest at the rate of twelve percent (12%) per annum beginning on the date of such default.

All payments shall be payable in lawful money of the United States of America, to the order of Holder, at 1700 CENTURY CIRCLE NE, SUITE 100, ATLANTA, GA 30345, or at such other place as the Holder hereof may designate in writing to the Borrower. The Borrower may prepay this Note in full or in part at any time without notice, penalty, or prepayment fee.

This Note is secured by the Security Deed which conveys real and personal property lying and being in Cobb County, Georgia as collateral for the obligations of the Borrower under this Note.

All parties liable for the payment of this Note agree to pay the Holder hereof an amount equal to fifteen percent (15%) of the principal as attorneys' fees for the services of counsel employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal, or otherwise, and to indemnify and hold the Holder harmless against liability for the payment of state intangible, documentary and recording taxes,

EXHIBIT C

and other taxes (including interest and penalties, if any) which may be determined to be payable with respect to this transaction.

The remedies of the Holder as provided herein and in any other documents governing or securing repayment hereof shall be cumulative and concurrent and may be pursued singly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise.

No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy, or recourse, shall be effective unless set forth in a written document executed by the Holder, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to any subsequent event.

The Borrower and all sureties, endorsers, and guarantors of this Note hereby (a) waive demand, presentment of payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit, and diligence in collecting this Note, or in enforcing any of its rights under any guaranties securing the repayment hereof; (b) agree to any substitution, addition, or release of any collateral or any party or person primarily or secondarily liable hereon; (c) agree that the Holder shall not be required first to institute any suit, or to exhaust his, their, or its remedies against the Borrower or any other person or party to become liable hereunder, or against any collateral in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal, or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent, or consideration to any of them; and (e) agree that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Holder or any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

The Borrower and all endorsers or other parties to this Note severally waive, each for himself and family, to the maximum extent permitted by applicable law, any and all homestead and exemption rights which any of them or the family of any of them may have under or by virtue of the Constitution or laws of the United States of America or of any state as against this Note, any renewal hereof, or any indebtedness represented hereby.

Whenever used in this Note, the words "Borrower" and "Holder" shall be deemed to include the Borrower and the Holder named in the opening paragraph of this Note, and their respective heirs, executors, administrators, legal representatives, successors, and assigns. It is expressly understood and agreed that the Holder shall never be construed for any purpose as a partner, joint venturer, co-principal, or associate of the Borrower, or of any person or party claiming by, through, or under the Borrower in the conduct of their respective businesses.

Time is of the essence of this Note.

This Note shall be construed and enforced in accordance with the laws of the State of Georgia.

EXHIBIT C

The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

All references herein to any document, instrument, or agreement shall be deemed to refer to such document, instrument, or agreement as the same may be amended, modified, restated, supplemented, or replaced from time to time.

IN WITNESS WHEREOF, the undersigned Borrower has executed this instrument under seal as of the day and year first above written.

Mt. Bethel Church, Inc.
Borrower

By: _____
Dave Perry,
Administrative Council, Chair

EXHIBIT C

EXHIBIT D

After recording return to:

SECURITY DEED

GEORGIA, COBB COUNTY:

THIS INDENTURE, made and entered into this _____ day of _____, 2022,
between

MT. BETHEL CHURCH, INC.

A Georgia nonprofit corporation, as party or parties of the first part, hereinafter designated
“Grantor”, and

THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.

A Georgia nonprofit corporation, as party or parties of the second part, hereinafter designated
“Grantee”, who has a mailing address and payment address, for purposes of this Security Deed,
at 1700 CENTURY CIRCLE NE, SUITE 100, ATLANTA, GA 30345.

WITNESSETH: That for the consideration hereinafter specified, receipt whereof is
hereby acknowledged, to secure Grantor’s Specific Debt of \$1,159,000.00, hereinafter indicated,
and to secure also all other obligations of Grantor to Grantee indicated herein, Grantor does
hereby grant, bargain, sell and convey unto Grantee the following described property (together
with and including all buildings and improvements now or hereafter existing thereon, and all
fixtures now or hereafter attached to or used in connection therewith), to-wit: SEE EXHIBIT
“A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said bargained property unto Grantee, together with all
and singular the rights, members and appurtenances thereof to the same in any manner belonging
or appertaining , to the own proper use, benefit and behoof of Grantee, forever, IN FEE
SIMPLE.

Grantor covenants that Grantor is lawfully seized and possessed of said property, that
Grantor has a good and unrestricted right to convey same, and that said property is free of any

EXHIBIT D

liens or encumbrances except such, if any, as may be expressly disclosed herein. And Grantor will forever WARRANT AND DEFEND the right and title thereof unto Grantee against the claims of all persons whosoever.

This indenture is not a mortgage but an absolute conveyance of said property made under the existing provisions of the Official Code of Georgia Annotated relating to conveyances of property to secure debt, the Specific Debt secured hereby being evidenced by a certain promissory note in the principals sum of \$1,159,000.00 executed by Grantor, dated _____, and payable to the order of Grantee with interest and upon terms as therein specified. Final payment thereon is due _____, and said note is made a part hereof by this reference.

This indenture secures not only the Specific Debt above described, but also renewals and extensions of same or any part thereof. Additionally, it secures all other and further indebtedness and liability of ever nature, whether direct, indirect or contingent, that Grantor (or any one or more of Grantor, if there be more than one) may now or at any time hereafter owe to Grantee, whether as principals, maker, endorser, guarantor, indemnitor, surety or otherwise, whether individually and separately or jointly with others (and whether or not such others are parties hereto), and notwithstanding payment of said Specific Debt or surrender of any instrument evidencing same at any time (all indebtedness and monetary obligations of every nature herein contemplated and secured hereby, collectively, being sometimes herein called the "secured debt"). If any portion of the secured debt or of this indenture is held invalid for any reasons, such portion shall be deemed severed, and such invalidity shall not affect the remaining portions thereof.

Grantor covenants and agrees that for as long as any part of the secured debt remains unpaid, Grantor shall: Make timely payment of all taxes, assessments and other charges that may be or become liens on said property; keep improvements on said property insured against fire, extended coverage perils, flood (if located in a Federally-designated special flood hazard area), and such other hazards as Grantee may require, in amounts and companies approved by Grantee, and make timely payment of all premiums for such insurance; cause the policies of such insurance and all renewals thereto to designate Grantee as an insured party thereunder, to be made payment to Grantee as its interest may appear, and to be delivered to Grantee; cause or allow no permanent structure on said property to be demolished, removed or materially altered without Grantee's prior written consent; keep said property and improvements repaired, maintained and preserved in as good condition as now exists, natural wear and tear excepted; pursue expeditiously to completion all improvements heretofore or henceforth commenced on said property; perform on a timely basis all obligations of Grantor imposed by any lease of said property made by or to Grantor; make timely payment of all expense required for each of the foregoing; and, if any of said property is subject to a prior security deed, mortgage or security instrument of any nature, Grantor shall make timely payment of all debt secured thereby and allow no default to occur thereunder (and if foreclosure or other enforcement of any such instrument having priority over this indenture results in any overplus to which Grantor might be entitled, such overplus is hereby assigned to Grantee, and Grantee shall have the exclusive right to receive and collect same).

EXHIBIT D

If any payment or other duty herein required of Grantor with respect to said property is not timely made or performed, Grantee at its option may make the required payment, perform the required duty and/or take any other action Grantee deems necessary to protect the property and Grantee's security interest therein, all at Grantor's expense. Without limitation, Grantee from time to time may advance and pay sums required for any such obligation of Grantor, procure any required insurance, enter upon and repair or complete improvements on the property, and otherwise preserve and safeguard said property and Grantee's interest therein, incurring in Grantor's behalf any expense Grantee deems necessary for the purpose. Any and each such advance made and expense incurred by Grantee shall bear interest from the date made or incurred at the "Default Rate" hereinafter defined, shall be immediately due and payable by Grantor to Grantee, and shall with interest be part of the secured debt. Grantee shall be subrogated to all claims and liens discharged or paid with the proceeds of any such advance, or with the proceeds of any loan or other advance secured hereby.

As further security, Grantor hereby assigns to Grantee all rents, issues and profits at any time accruing for said property, reserving only the right to collect same for his own use as long as he is not in default hereunder. In the event of such default and during the existence of same, Grantee at its option may rent the property, and (by whomsoever rented) receive and collect all rents therefor. For such purposes, Grantee may enter upon the property as necessary, employ real estate or rental agents, and pay reasonable commissions for their services, all at Grantor's expense. And whether or not there is a default hereunder, Grantee shall be entitled at its option to receive and collect all or any insurance proceeds payable by reasons of loss or damage to said property, and all or any compensation payable for any taking or acquisition of said property or any part thereof by an authority exercising or threatening to exercise a power of eminent domain, Grantor hereby assigning to Grantee all such insurance proceeds and compensation.

In each case where Grantee is herein authorized to "receive and collect" sums payable for any reason to Grantor by other persons, Grantee at its option may demand, sue for, collect and receipt for same at Grantor's expense, and is hereby appointed as Grantor's attorney in fact for such purposes. Sums thus collected by Grantee shall be applied first toward payment of any attorney's fees and other expenses incurred in the collection, and then toward payment of the secured debt, in such order of application among its components as Grantee may elect.

For the purposes hereof, "Default Rate" shall mean a per annum rate of simple interest of twelve percent (12%) per annum.

If all or any part of said property or any interest therein is sold or transferred by Grantor without Grantee's prior written consent, such sale or transfer shall constitute a default hereunder, and Grantee at its option may accelerate and declare immediately due and payable all indebtedness secured hereby. Unless otherwise at the time specified in writing by Grantee, no sale or transfer permitted by Grantee and no assumption of Grantor's obligations hereunder by any purchaser or transferee shall relieve Grantor of any such obligations to Grantee; and in no event shall Grantee's acceptance of any such assumption constitute a novation hereof or of any note or other obligation secured hereby.

EXHIBIT D

Time is of the essence hereof, and of all obligations of Grantor secured hereby. In the event of failure to make timely payment of any part of the secured debt or to perform and fully satisfy any other covenant or obligation of Grantor to Grantee herein or in any related note or instrument provided, or if said property or Grantee's interest therein is destroyed or materially damaged or impaired by fire or other casualty or by anything done or suffered to be done by Grantor, or if grantee shall reasonably come to believe grantor to be insolvent or unable to pay his debts as they mature or that Grantor at any time has debts greater than his assets or is generally not paying his debts as they become due, or if any bankruptcy or debtor rehabilitation or relief proceeding is filed by or against Grantor, or if a custodian or receiver is appointed for grantor or to manage his property, any such occurrence or event shall constitute a default of Grantor hereunder. At any time or times during the existence of such default, Grantee shall be and is hereby fully authorized, at Grantee's option: (1) To declare accelerated and thereby render immediately due and collectible, without notice, the entire unpaid balance of all of the secured debt (both principal and interest lawfully collectible), whereupon all of the secured debt thus accelerated (excepting any unpaid interest previously accrued at the Default Rate) shall thenceforth bear interest at the Default Rate until paid; (2) With or without such acceleration, to seize and take possession of said property for its protection and preservation and/or rent the same as above provided; (3) to have a receiver appointed for said property, without regard to Grantor's solvency or to grantee's having an adequate remedy at law; and, (4) Whether or not pursuing any other remedy herein provided or otherwise available, Grantee shall be and is hereby expressly empowered to sell said property as a single parcel (or as several parcels, at Grantee's option) at public outcry, on a day and within the hours specified by law for sheriff's sales, at the Courthouse of the county where said property or any part thereof is located, after advertising such sale once a week for four weeks (without regard to the number of days) in the publication in which sheriff sales in and for said county are then advertised (all other notice being hereby waived by Grantor), and thereupon to execute and deliver to the purchaser a sufficient conveyance of said property in fee simple. Such conveyance may recite the happening of the default or event upon which Grantee's power of sale depends. Grantor hereby irrevocably appoints Grantee as his attorney in fact to make such sale and conveyance, and agrees that the conveyance so made by Grantee and all recitals therein made shall be binding and conclusive upon Grantor, and effective to divest Grantor of all equity of redemption and other rights Grantor may have in and to the transaction. Grantee shall apply the proceeds of the sale first toward payment of the expense of advertising and conducting the sale (including but not limited to attorney's fees reasonably incurred), and then toward payment of the secured debt, in such order of application among its components as Grantee may elect. Grantee shall render the overplus, if any, to Grantor; and if there is a deficiency, Grantor shall forthwith pay the same to Grantee.

Grantor agrees that upon any such sale by Grantee, possession of said property shall be promptly surrendered to the purchaser, and that Grantor and all persons claiming under him or in possession of said property shall ipso facto become tenants at sufferance, and shall forthwith deliver possession to such purchaser or be summarily dispossessed as provided by law applicable to tenants holding over. Grantor waives and renounces all benefits and rights under any statute now or hereafter providing for confirmation of, limiting and abating deficiency judgments on, and advertising of sales of real estate under powers contained in security instruments, and agrees that all powers herein conferred upon Grantee shall have full force and effect notwithstanding any such statute.

EXHIBIT D

All rights, remedies and powers herein conferred upon Grantee are coupled with an interest and irrevocable by death or otherwise. Same are cumulative and all other rights and remedies provided by law and otherwise available to Grantee, any and all of which may be exercised singly and independently or in such combinations and as often as Grantee from time to time may elect, and without waiving any default of Grantor hereunder. Neither grantee's delay in exercising nor its failure to exercise any such right, remedy or power shall operate as a waiver thereof, and not single, partial incomplete or ineffectual exercise of such shall bar Grantee's subsequent exercise of the same or any other right, remedy or power. Grantee's failure to act in the event of a default of Grantor shall not operate as a waiver of the same or any subsequent default.

Wherever "Grantor" or "Grantee" or a pronoun relating to either appear herein, same shall be construed to mean both the singular and the plural, the masculine, feminine and neuter, and the natural person and the corporation, as the case may be, together with the heirs, executors, administrators, successors and assigns of the party or parties thus indicated; and if there be more than one Grantor herein, "Grantor" shall also mean each and all of them, jointly and severally.

GRANTOR KNOWINGLY AND VOLUNTARILY HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MIGHT NOW OR HENCEFORTH HAVE, UNDER THE CONSTITUTION OR LAWS OF GEORGIA OR OF THE UNITED STATE OF AMERICA, TO ANY NOTICE OR HEARING, JUDICIAL OR OTHERWISE, PRIOR TO GRANTEE'S EXERCISE OF ITS POWER OF SALE OR ANY OTHER RIGHT OR REMEDY HEREIN PROVIDED.

(Signature on next page)

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered these presents the day and year first above written.

Mt. Bethel Church, Inc.
Grantor

By: _____
Dave Perry,
Administrative Council, Chair

Signed, sealed, and delivered,
In the presence of:

Witness

Notary Public

EXHIBIT D

EXHIBIT "A"
(Legal Description)

|

|

|

|

EXHIBIT D

EXHIBIT E

After recording return to:

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, made effective the _____ day of _____, 2022, between **THE TRUSTEES OF THE NORTH GEORGIA CONFERENCE OF THE UNITED METHODIST CHURCH, INC., a Georgia nonprofit corporation**, as Party or Parties of the First Part, hereinafter called Grantors, and **MT. BETHEL CHURCH, INC., a Georgia nonprofit corporation**, as Party or Parties of the Second Part, hereinafter called Grantees (the words "Grantors" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of \$1.00 and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever quit claim unto the said Grantees, the following described property: **ALL THAT PROPERTY SET FORTH AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEES COVENANT AND AGREE THAT THE PROPERTY SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (HEREINAFTER THE "RESTRICTED PROPERTY") IS SUBJECT TO THOSE COVENANTS AND RESTRICTIONS SET FORTH ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, **IN FEE SIMPLE**, subject to the covenants and restrictions as set forth herein.

EXHIBIT E

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

The Trustees of the North Georgia Conference of
the United Methodist Church, Inc.,
Grantors

By: _____
Julie Childs, Chair

Attest: _____
Mathew Pinson, Secretary

Signed, sealed and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

TO EVIDENCE AND DECLARE ITS ACCEPTANCE OF THIS QUITCLAIM DEED,
subject to the Covenants and Restrictions set forth herein as to the Restricted Property, Grantees
have signed and sealed this deed, the day and year first above written.

Mt. Bethel Church, Inc.
Grantees

By: _____
Dave Perry,
Administrative Council, Chair

Signed, sealed, and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

EXHIBIT E

EXHIBIT "A"
(Description of Property to be Conveyed)

| |
| |

EXHIBIT E

EXHIBIT "B"
(Description of Property Subject to Covenants)

| |

| |

EXHIBIT E

EXHIBIT "C"
(Covenants and Restrictions)

The Grantees accept the Restricted Property subject to the following Covenants and Restrictions, which Grantors and Grantees herein agree are covenants running with the land, to wit:

1. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, none of the Restricted Property will be used as a headquarters or office for any religious denomination;
2. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, the Restricted Property will be used for church or school purposes only;
3. For a period of seven years and six months from the date of the recording of this Quitclaim Deed, in the event Grantees decide to sell any part or all of the Restricted Property, the Grantees will, no less than thirty (30) days prior to listing any of the Restricted Property for sale, notify Grantors herein, who will have the right to purchase the said property to be offered for sale for the appraised value as determined by Grantees' appraisal; and in the event Grantors disagree with Grantees appraised value, Grantors may obtain their own appraisal and the purchase price will be the average of the two appraisals if the appraisals are within 5% of each other, and if the appraisals differ by more than 5%, the appraisers will choose a third appraiser to provide a third appraisal and all three appraisals will then be averaged to obtain the applicable purchase price; Grantors and Grantees acknowledge and agree that this right of first refusal will be subordinate to the rights of any future secured lender of record; references in this paragraph to appraisals refer to appraisals performed and certified by a Member, Appraisal Institute, commonly referred to as an MAI appraiser; in the event Grantors exercise their right to purchase pursuant to this right of first refusal, the purchase transaction must close within ninety days of Grantees' notice to Grantors of Grantees' intent to list the property for sale. In the event Grantors fail to close the transaction contemplated herein with the time allowed hereunder, the rights of Grantors as to that portion of the Restricted Property as to which the notice given by Grantees applied shall terminate and Grantees will be free to sell such portion of the Restricted Property free and clear of this right of first refusal, but all other covenants set forth herein shall continue to apply to such portion of the Restricted Property.
4. The covenants and restrictions contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Grantors, their respective legal representatives, heirs, successors and assigns.
5. Enforcement of the provisions of these covenants and restrictions may be by any appropriate proceeding at law or in equity by Grantors against any person or entity violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these covenants and restrictions. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not produce the exercise of any or all other legal remedies now or hereafter provided. Any failure by Grantors, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any person or entity entitled to file a legal action for any violation of these covenants and restrictions shall be entitled to recover reasonable attorney's fees as a part of such action.

EXHIBIT E

EXHIBIT F

**CERTIFICATION OF RELEASE OF PROPERTY
FROM THE UNITED METHODIST TRUST CLAUSE**

WHEREAS, Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church ("Mt. Bethel") has been a local church of the United Methodist Church; and

WHEREAS, under the provisions of the *Book of Discipline of the United Methodist Church* (the "Discipline"), all property of a local church of the United Methodist Church is held, in trust, for the benefit of the entire denomination and subject to the Discipline, including without limitation Paragraph 2501 of the Discipline, (the "Trust Clause Obligations"); and

WHEREAS, under the provisions of that certain Settlement Agreement of even date entered into between Mt. Bethel and The Trustees of the North Georgia Conference of the United Methodist Church, Inc., The North Georgia Conference of the United Methodist Church, Inc., Bishop Sue Hauptert-Johnson, and District Superintendent Jessica Terrell (the "Settlement Agreement"), certain real and personal property of Mt. Bethel will be released, transferred, and conveyed to Mt. Bethel, its successors and assigns, free and clear of the Trust Clause Obligations; and

WHEREAS, to the extent any of the releases, transfers, and conveyances anticipated by the Settlement Agreement are transfers of the property of the North Georgia Annual Conference, Bishop Sue Hauptert-Johnson has authority to certify the transfer thereof free and clear of the Trust Clause Obligations pursuant to Paragraph 2515 of the Discipline; and

WHEREAS, to the extent any of the releases, transfers, and conveyances anticipated by the Settlement Agreement are transfers of the property of Mt. Bethel, as a local church of the United Methodist Church, District Superintendent Jessica Terrell has authority to certify the transfer thereof free and clear of the Trust Clause Obligations pursuant to Paragraph 2541 of the Discipline;

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms of the Settlement Agreement, the undersigned hereby certify:

1. All property of Mt. Bethel that is described in the Settlement Agreement as being released, transferred, or conveyed to Mt. Bethel, its successor and assigns, is hereby released from the Trust Clause Obligations.
2. The release of property from the Trust Clause Obligations will not apply to any property required by the Settlement Agreement to be transferred to The Trustees of the North Georgia Conference of the United Methodist Church, Inc.
3. All funds raised by Mt. Bethel or its members or affiliated organizations for the specific purpose of funding the payment obligations of Mt. Bethel under the terms of the Settlement Agreement shall be segregated from other funds of Mt. Bethel and shall be held by Mt. Bethel free and clear of any Trust Clause Obligations.

EXHIBIT F

IN WITNESS WHEREOF, the undersigned have signed and sealed this Certification,
effective as of the ____ day of May, 2022.

_____(Seal)
SUE HAUPERT-JOHNSON
BISHOP
NORTH GEORGIA ANNUAL CONFERENCE
UNITED METHODIST CHURCH

_____(Seal)
JESSICA TERRELL
DISTRICT SUPERINTENDENT
CENTRAL WEST DISTRICT
NORTH GEORGIA ANNUAL CONFERENCE
UNITED METHODIST CHURCH

Signed, sealed and delivered,
In the presence of:

Unofficial Witness

Notary Public [seal]

EXHIBIT F

EXHIBIT G

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.

Petitioner,

vs.

MT. BETHEL UNITED METHODIST
CHURCH, INC. d/b/a MT. BETHEL
UNITED METHODIST CHURCH,

Respondent, Counterclaim
and Third-Party Plaintiff,

vs.

THE TRUSTEES OF THE NORTH
GEORGIA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.,
THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP;
JESSICA E. TERRELL, DISTRICT
SUPERINTENDENT; and JOHN DOES 1-5,

Defendants in Counterclaim,

and

THE NORTH GEORGIA CONFERENCE OF
THE UNITED METHODIST CHURCH, INC.,
SUE HAUPERT-JOHNSON, BISHOP,
JESSICA E. TERREL, DISTRICT
SUPERINTENDENT, and JOHN DOES 1-5,

Third-Party Defendants.

CIVIL ACTION FILE
NUMBER: 21-1-06801-28

CONSENT FINAL DECREE

The above-styled action is before the court on the Parties' CONSENT MOTION FOR ENTRY OF CONSENT FINAL DECREE (the "Consent Motion").

The Parties have reached a full and final settlement which requires entry of this O.C.G.A. § 9-15-14(b) Consent Final Decree to fully effect the terms of the settlement. The Parties stipulate and consent to this Consent Final Decree and to its prompt entry by the Court.

THEREFORE, considering the Consent Motion, applicable law, and the Settlement Agreement attached hereto and incorporated herein as Exhibit 1 (the "Settlement Agreement"), the Consent Motion is hereby GRANTED. The terms of the Settlement Agreement are approved by this Court and are made the final judgment of this Court as to all claims by all parties. To the extent that the Settlement Agreement does not fully address each and every one of the claims by any party, by virtue of this Consent Final Decree, they are otherwise dismissed with prejudice.

SO ORDERED, this __ day of _____, 2022

The Honorable Mary Staley
Senior Judge, Cobb County Superior Court

Jointly prepared and presented by:

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The North Georgia Conference of the United
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