

ADDENDUM



PRESBYTERY MEETING

NINETY-SIXTH STATED MEETING

April 30, 2013

Montreat Conference Center
Montreat, North Carolina

Co-Hosted By:
Montreat Presbyterian Church (PCUSA)

Report of the Administrative Commission for the RICEVILLE PRESBYTERIAN CHURCH

In October 2011, the Session of the Riceville church sent Presbytery a formal request to be dismissed from our denomination, alleging that some of the current positions of its General Assembly were unacceptable.

This congregation had long been very conservative, but still it had contributed well to Presbytery and participated in its activities. But in the last few years, it began to think actively about schism. Its membership has also declined in recent years.

Presbytery appointed a Task Force – later converted to an Administrative Commission - composed of:

- Susan Denne, retired teaching elder, Chair
- James Aydelotte, retired teaching elder
- Mike Begley, ruling elder, Black Mountain church
- John Heilman, ruling elder, Waldensian church, Valdese
- Mary Lou Nash, ruling elder, Grace Covenant church, Asheville
- Ron Tingle, ruling elder, Waynesville church, Secretary

These church people rapidly became a very united and hard-working group, with everyone contributing freely from his or her talents.

Over the following months, there were many meetings between Riceville's Session and Presbytery's Commission. As required by Presbytery's "Guidelines for Congregations considering a Request to Presbytery to be Dismissed," the First Hearing was held in February 2012. Both sides spoke well, and helpful literature was distributed by both. As planned, no vote was taken then.

The Session then decided that it would be best to work with the Commission to create the "legal agreement binding on all parties and addressing all forms of property," required by the Guidelines. This meant several more meetings over many months, greatly assisted by a professional appraisal of the property.

Agreement was finally reached in January 2013. A congregational meeting in April 2013 approved this property agreement and authorized its Session to sign it. In regard to real property, the Riceville church will deed its manse to Presbytery in exchange for the rest of its real property being declared free of our denomination's trust clause. The Riceville manse is an attractive house with four bedrooms and two full bathrooms, that has a driveway separate from the church, and seems very marketable.

That congregational meeting was followed by the Second Hearing, which met all the requirements of the Guidelines and resulted in a secret vote of 53 in favor of dismissal and none against. The atmosphere was very cooperative and amicable.

The main reasons for this achievement were these:

- A very cooperative and united Session, though with little leadership from its Pastor
- The conduct of all meetings with attentive listening and courteous discussions
- Presbytery's Guidelines: a well designed and tested comprehensive roadmap that is fair to all concerned
- The decision to reach agreement on property before proceeding to the Second Hearing (and its vote on dismissal)

- An initial commitment to keep all proposals and responses confidential
- An able Commission appointed by Presbytery, which was significantly assisted by Attorney Mike Begley, who has created a legal model for any future negotiations over a church's property
- Lots of mutual prayer, and the guidance of the Holy Spirit

It is hoped that this experience is viewed as a confirmation of the value of Presbyterian polity, which allows all parties to negotiate in trust and harmony as brothers and sisters in Christ. There were never any strong words or stinging accusations, nor any thought of resorting to the secular courts. It was truly, in every sense, a gracious separation.

Your Administrative Commission now recommends that Presbytery

1. Approve the Property Settlement Agreement;
2. Dismiss all the members of the Riceville Congregation to the Evangelical Presbyterian denomination, with thanks for their Christian service and witness among us and our blessings for their future service to the Lord of the One Church;

Soli Deo Gloria

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, hereinafter sometimes referred to as the "Agreement", made and entered into this the 23rd day of April, 2013, by and between the ADMINISTRATIVE COMMISSION FOR RICEVILLE PRESBYTERIAN CHURCH (USA), hereinafter sometimes referred to as the "Presbytery Commission", and THE CORPORATION OF THE RICEVILLE PRESBYTERIAN CHURCH, BUNCOMBE COUNTY, NORTH CAROLINA, A North Carolina non-profit corporation, hereinafter sometimes referred to as "RPC".

W I T N E S S E T H:

WHEREAS, RPC is a current and active North Carolina non-profit corporation, having been first incorporated as The Corporation of the College Hill Presbyterian Church, Buncombe County, North Carolina as of August 1, 1948, with the name of such corporation having been changed to The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina as of June 17, 1953; and

WHEREAS, James W. Thomas, Jr., as the current Clerk of Session for RPC, has verified that the By-Laws of RPC state that the Elders currently serving on the Session of RPC are authorized to act as Trustees of RPC; and

WHEREAS, James W. Thomas, Jr., as the current Clerk of Session for RPC, has submitted and verified the following names as (i) all of the Elders duly elected and currently serving on the Session of RPC and (ii) all of the duly elected and currently serving Trustees of RPC: James W. Thomas, Jr., Robert L. Anderson, Jessie M. Ogle, Jean W. Burns, Neal McCallister, James Turpin, and John Barbour; and

WHEREAS, RPC is a particular church of the Presbyterian Church in the United States of America, herein sometimes referred to as the "PCUSA", and a member church of the Presbytery of Western North Carolina, herein sometimes referred to as the "Presbytery", and located within the geographical bounds of the Presbytery; and

WHEREAS, all particular churches of the PCUSA are subject to and governed by the Book of Order of the PCUSA (a part of the Constitution of the PCUSA) the latest restatement and currently applicable edition being the 2011 / 2013 edition, and expressly subject to Chapter Four thereof entitled "THE CHURCH AND CIVIL AUTHORITY", a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section G-4.0203 of said Chapter entitled "Church Property Held in Trust", the property of RPC, although legally titled in RPC, is held in trust nevertheless for the use and benefit of the PCUSA, said provision being sometimes referred to as the "trust clause"; and

WHEREAS, the congregation will be voting upon the question of whether to request the Presbytery to dismiss RPC to the Evangelical Presbyterian Church denomination, herein sometimes referred to as the "EPC", so that RPC will become an EPC church, such later-to-be-created church being herein sometimes referred to as "RPC-EPC"; and

WHEREAS, the Presbytery has adopted a policy to govern the process by which a request for dismissal may be made by a congregation and considered by the Presbytery entitled "Guidelines for Congregations Considering a Request to Presbytery to be Dismissed", herein sometimes referred to as the "Guidelines"; and

WHEREAS, Section IV, Paragraph D of said Guidelines provides that there shall be a legal agreement binding on RPC and the Presbytery, addressing all forms of property, and contingent upon the final approval of Presbytery prior to consideration and vote on a request for dismissal; and

WHEREAS, RPC and the Presbytery, through its duly authorized Administrative Commission, have agreed to the terms of such Agreement concerning all of the property now owned by RPC and subject to the trust clause hereinbefore referenced, including without limitation, real property, tangible and intangible personal property, the corporate name, gifts, and church records, and such terms of agreement identify which property will be transferred by RPC to the Presbytery and which property will be transferred by the Presbytery to RPC-EPC with the consent of the PCUSA and thereby free of the trust clause, once so transferred.

NOW, THEREFORE, in consideration of the payment, covenants and mutual provisions stated herein, the receipt and adequacy of which the parties expressly acknowledge, the parties contract and agree as follows:

1. Certification of All Real Property Owned by RPC. RPC hereby certifies that all of the real property owned by RPC is identified as follows:

a. Cemetery. A parcel of land consisting of approximately 0.68 acres, described in Deed Book 74, Page 398 in the Office of the Register of Deeds for Buncombe County, North Carolina and identified on the records of the Buncombe County Tax Department as Parcel Identification Number ("PIN") 9760-92-1520-00000, and

b. Sanctuary and Manse. A parcel of land shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 143, Page 99, having a property address of 2342 Riceville Road, Asheville, NC 28805, and being a combination of the following two parcels:

(1) a parcel of land consisting of approximately 0.226 acres as shown on Plat Book 143, Page 99 and described in Book 4665, Pages 1769-1770 in the Office of the Register of Deeds for Buncombe County, North Carolina and identified on the records of the Buncombe County Tax Department as PIN 9760-92-9217-00000, and

(2) a parcel of land consisting of approximately 2.873 acres as shown on Plat Book 143, Page 99 and described in Deed Book 1101, Page 238 in the Office of the Register of Deeds for Buncombe County, North Carolina and identified on the records of the Buncombe County Tax Department as PIN 9760-92-8135-00000.

2. Future Presbytery Real Property.

a. Description of Future Presbytery Property. RPC will transfer real property to Presbytery, consisting of a parcel of land upon which the residential dwelling is located which has served in the past as the manse (hereafter the "Future Presbytery Property") to be described in the deed hereafter referenced in Paragraph 2b having a legal description to be surveyed as hereafter specified in Paragraph 2c.

b. Warranty Deed. Since RPC is the current legal owner of the Future Presbytery Property, the Trustees of RPC will execute a North Carolina General Warranty Deed to be drafted by the Presbytery in a form and text substantially similar to Exhibit "B" attached hereto and hereby incorporated by reference as if set forth herein verbatim, thereby transferring fee simple marketable and insurable title of the Future Presbytery Property to the Presbytery, free of all encumbrances. The fully executed deed will be delivered to Presbytery at the Presbytery meeting at the time of dismissal. The Future Presbytery Property must have legal access to a public right-of-way.

c. Surveyor to Create and Describe Boundaries. The Presbytery will employ a registered surveyor to create boundaries for the Future Presbytery Property with a reasonable placement of boundaries using the following approximate descriptions of boundaries as a guide:

(1) the Southwestern boundary will proceed from the intersection of the Northwestern boundary of the current RPC property and the Northeastern margin of the right of way for Riceville Road in a Southeasterly direction along said margin of said right of way to an existing fence line located along the Northern margin of a paved driveway which leads from Riceville Road in an eastward direction toward the sanctuary,

(2) the Southern boundary will follow the fence line along the margin of the paved driveway from the terminus of the boundary described in (1) in an Eastward direction to a point a very short distance beyond a fence corner,

(3) the Eastern boundary will be approximately parallel to and approximately two(2) feet East of the existing fence line extending from the paved driveway in a Northerly direction to a point very near a fence corner,

(4) the Northeastern boundary will be (i) a line approximately parallel to and approximately two(2) feet Northeast of the existing fence line extending from the point very near the last-mentioned fence corner in a Northwestern direction to a point very near the Northwestern fence corner, and (ii) extending further in the same or similar Northwestern direction approximately parallel to the Southwestern margin of a paved parking area to the Northwestern boundary of the current RPC property, and

(5) the Northwestern boundary will proceed from the Western terminus of the Northeastern boundary described in (4) with a portion of the Northwestern boundary of the current RPC property in a Southwestern direction to the beginning point.

d. Access to the Future Presbytery Property. RPC shall provide reasonable access to the Future Presbytery Property (including working existing utilities), including without limitation, various inspections by agents and employees of Presbytery and independent contractors who may be hired by Presbytery. Such access shall include the availability of the Future Presbytery Property for a final “walk-through” prior to the Presbytery Meeting at which an RPC request for dismissal is to be considered. In the deed transferring the Future Presbytery Property to the Presbytery, temporary water access shall be granted to the Presbytery for a period of three (3) months from the Presbytery vote to dismiss RPC with no more than incidental use by the Presbytery in order for the Presbytery to have adequate time to make arrangements for a new water line and connection. So long as the Presbytery maintains the current connection to the water line for the Future Presbytery Property, no occupancy will be allowed, without disconnection.

e. Condition of the Future Presbytery Property. Presbytery accepts the Future Presbytery Property in an “as is, with all faults” condition. The Future Presbytery Property shall be in substantially the same or better condition as of (i) the date of execution of this Agreement, (ii) the date of the Presbytery meeting at which an RPC request for dismissal is to be considered, and thereafter, (iii) the date and time of recording of the Warranty Deed attached hereto as Exhibit B, reasonable wear and tear excepted.

f. Other Property Included. The Future Presbytery Property to be transferred shall include all of the real estate as surveyed and described in the aforesaid Warranty Deed, together with all appurtenances thereto, including the improvements located thereon and the fixtures and personal property located therein, unless excepted.

g. Disclosure of Known Conditions. RPC will provide prompt and full disclosure of all known conditions of the Future Presbytery Property, and RPC will deliver a signed copy of the N.C. Residential Property Disclosure Statement which has been approved by the North Carolina Bar Association and North Carolina Board of Realtors.

h. Insurance and Risk of Loss. RPC shall provide proof of insurance to Presbytery, and the risk of loss or damage by fire or other casualty prior to the recording of the deed of transfer to Presbytery shall be upon RPC. If the improvements on the Future Presbytery Property are destroyed or materially damaged prior to such recording of the deed, Presbytery shall be entitled to receive, in addition to the damaged Future Presbytery Property, any of RPC’s insurance proceeds payable on account of the damage or destruction applicable to the Future Presbytery Property. RPC is advised not to cancel existing insurance on the Future Presbytery Property until after confirming recordation of the deed.

i. **Evidence of Title.** RPC agrees to deliver to Presbytery as soon as reasonably possible, copies of all title information in possession in the possession of RPC, including but not limited to title insurance policies, attorney opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases and easements.

j. **Lien Affidavit and Indemnification Agreement.** RPC shall furnish an affidavit and indemnification agreement in form satisfactory to Presbytery's title insurer if any, executed by RPC and verifying that each person or entity who has supplied labor or materials to the improvement of the property has been paid in full.

3. **Remainder of Real Estate Released to RPC.** Since the remainder of the real property has been owned by RPC, but subject to the trust clause until released, the Presbytery will execute a North Carolina Non-Warranty Deed to be drafted by the Presbytery in a form and text substantially similar to Exhibit "C" attached hereto and hereby incorporated by reference as if set forth herein verbatim. Such deed to RPC-EPC will be executed and recorded promptly once the corporate name of RPC has been changed after dismissal and the new corporate name is entered on the deed as the Grantee. The Non-Warranty Deed will release the remainder of the real property (hereafter the "Released Real Property") from the trust clause, but the Released Real Property will remain subject the further provisions of Section 7, entitled "Property Restrictions".

4. **Name.** Upon and after dismissal, neither RPC, RPC-EPC, nor any successor shall use the name of Riceville Presbyterian Church, an abbreviation of that name, nor any variation of that name, and RPC and/or RPC-EPC shall register a new Internet domain name, if such is necessary to comply with this provision, on or before June 30, 2013. RPC and/or RPC-EPC may choose any other name that it prefers, so long as the name does not include the words "Riceville" and "Presbyterian" consecutively, in order to reduce the possible confusion between the church formerly affiliated with the Presbytery and PCUSA and the dismissed congregation. Examples of a suitable name, for illustrative purposes, could include "Evangelical Presbyterian Church of Riceville" or "Riceville Evangelical Presbyterian Church".

5. **Gifts.** Contributions, gifts, bequests, devises, legacies, and other donated transfers to the "Riceville Presbyterian Church" or "The Corporation of the Riceville Presbyterian Church" shall be allocated to either the Presbytery or RPC-EPC in accord with the unequivocal expressed intent of the donor other than the use of the words "Riceville Presbyterian Church" or "The Corporation of the Riceville Presbyterian Church" alone. In the event the intent of the donor cannot be determined unequivocally otherwise from the gift instrument, then:

a. All present and future gifts to "Riceville Presbyterian Church" or "The Corporation of the Riceville Presbyterian Church" based on a written instrument (including, but not limited to, a trust, last will and testament, insurance policy, annuity, IRA or retirement plan beneficiary designation, power to appoint, etc.) by a current member of Riceville Presbyterian Church without the designation of PCUSA or EPC shall belong to RPC-EPC.

b. All future gifts to "Riceville Presbyterian Church" or "The Corporation of the Riceville Presbyterian Church" based on a written instrument (including, but not limited to, a trust, last will and testament, insurance policy, annuity, IRA or retirement plan beneficiary designation, power to appoint, etc.) where the donee (beneficiary, appointee, devisee, legatee, etc.) is the "Riceville Presbyterian Church" or "The Corporation of the Riceville Presbyterian Church" and the date such instrument was executed or the date such beneficiary designation was made is prior to dismissal shall belong to RPC-EPC, if the donor is a current member of RPC as of the signing of this Agreement or a member of RPC-EPC after dismissal.

c. All present and future gifts (based on a writing or designation executed or made prior to the date of dismissal) to the Riceville Presbyterian Church or "The Corporation of the Riceville Presbyterian Church" by a non-member of any PCUSA or EPC congregation shall be presumed to be made to the RPC-EPC, unless a clear evidence exists that the donor or maker of the gift intended otherwise.

d. All other gifts shall belong to Presbytery.

6. Church Records. All existing records of the RPC from its initial formation and affiliation with the PCUS and later PCUSA to the date of dismissal shall be delivered to the Presbytery. RPC-EPC shall be entitled to reasonable access to such records and shall be entitled to a copy of any such records for a reasonable charge. RPC and RPC-EPC shall undertake a diligent inquiry of its congregation, members and friends to determine the location of all such records, including minutes of session, deacon and congregational meetings, and shall request possession of all such records discovered upon inquiry. All known records not delivered prior to dismissal and all records discovered after dismissal, of which the RPC or RPC-EPC shall obtain possession, shall be delivered promptly to the Presbytery.

7. Remaining Property. All remaining tangible and intangible personal property not hereinbefore addressed, whether now titled in the name of the RPC or in the possession of the RPC, shall be released to the RPC by the Presbytery upon dismissal of the RPC from the PCUSA, subject to the further provisions of the following Section 8, entitled "Property Restrictions".

8. Property Restrictions. After dismissal, all real and personal property released to the RPC, by or pursuant to this Agreement, shall be held by the RPC, free of any claim of trust or other claim on the part of the Presbytery or PCUSA, and the RPC shall be entitled to make such use of the property as it sees fit for purposes including, without limitation, worship, education, administration, community activities, parking, other uses similar to the manner in which the property has been utilized previously, and other activities involving members of the congregation; provided, however, if prior to the tenth (10th) anniversary of the dismissal,

a. the RPC or its successor has ceased to be a member congregation of the Reformed denomination to which it has been dismissed or another Reformed body, or

b. if the RPC or its successor ceases to exist,

title to all property released by the Presbytery, together with any proceeds derived from the sale thereof, shall revert to and/or be conveyed to the Presbytery.

9. Contingencies for Agreement to be Final. Once this Agreement has been approved by the Session of RPC and the Administrative Commission, and then approved by the Congregation of RPC when presented and recommended, it will be contingent only upon (i) final approval of this Agreement by the Presbytery (which cannot be modified at the Presbytery Meeting), (ii) consideration by the Presbytery of the RPC request for dismissal to the EPC, and (iii) a vote by the Presbytery to dismiss the RPC to the EPC.

10. Delayed Finality of Dismissal. The vote to dismiss RPC shall not be considered final until all obligations agreed to herein are fulfilled to the extent that contemporaneous performance is required and all required documents are duly executed and recorded, if applicable, to provide for any future performance by the terms hereof.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting its subject matter. There are no promises, representations, conditions or obligations other than those contained or incorporated in this Agreement. This Agreement supersedes all prior communications, representations, agreements or understandings, whether verbal or written, between the parties.

12. Successors and Assigns. The designations of "RPC", "RPC-EPC", "Presbytery Commission", "Presbytery", "PCUSA" and "EPC" as used throughout this Agreement shall be deemed to include said parties, their successors and assigns. Therefore, the terms and conditions of this Agreement, including without limitation, all duties, responsibilities, obligations, covenants, restrictions and reversions, shall inure to the benefit of such parties, successors and assigns, and such parties, successors and assigns shall be subject to and bound by the burdens thereof.

13. Memorandum of Agreement and Additional Documents. Once this Agreement has been approved by the Congregation of RPC, the Trustees shall execute the Memorandum of Agreement, attached hereto as Exhibit D. Thereafter, each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement.

14. **Independent Judgment and Voluntary Agreement.** The undersigned parties represent that they have had the opportunity to seek the benefit of legal counsel to explain the contents, terms, provisions and effects of this Agreement, fully understand the provisions of this Agreement and its effects, and execute the Agreement voluntarily and wholly in reliance upon their own respective judgment.

15. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be sent by prepaid registered or certified mail addressed to the parties hereafter as follows:

a. to the Presbytery: Stated Clerk, Presbytery of Western North Carolina, 114 Silver Creek Rd., Morganton, NC 28655 and

b. to the RPC or RPC-EPC congregation: Clerk of Session, Riceville Presbyterian Church, 2342 Riceville Road, Asheville, NC 28805.

All notices provided herein shall be effective when actually received by a party or when attempted to be delivered as authorized above.

16. **Drafting.** No provision of this Agreement shall be interpreted for or against any party because that party or the legal representative of that party drafted this Agreement or drafted a particular provision of this Agreement.

17. **Headings or Titles.** Headings or titles shall not define, limit, extend, or interpret the scope of this Agreement or any particular provision.

18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

19. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal, the day and year first above written.

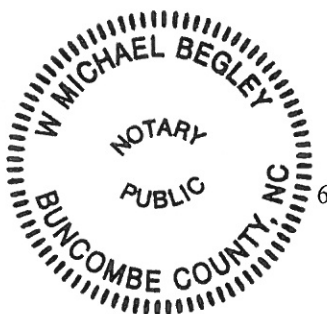
THE ADMINISTRATIVE COMMISSION FOR RICEVILLE
PRESBYTERIAN CHURCH (USA), on behalf of The Presbytery
of Western North Carolina

By: Susan Denne, Chair
SUSAN DENNE, Chair

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that SUSAN DENNE, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that she is the Chair of the Administrative Commission for Riceville Presbyterian Church (USA), acting on behalf of The Presbytery of Western North Carolina, and that by authority duly given and as the act of such entity, she voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL



W. Michael Begley
W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

THE CORPORATION OF THE RICEVILLE
PRESBYTERIAN CHURCH, BUNCOMBE
COUNTY, NORTH CAROLINA

By: *James W. Thomas, Jr.*
JAMES W. THOMAS, JR., Clerk of Session

James W. Thomas, Jr. (SEAL)
JAMES W. THOMAS, JR., Trustee

Robert L. Anderson (SEAL)
ROBERT L. ANDERSON, Trustee

Jessie M. Ogle (SEAL)
JESSIE M. OGLE, Trustee

Jean W. Burns (SEAL)
JEAN W. BURNS, Trustee

Neal McCallister (SEAL)
NEAL MCCALLISTER, Trustee

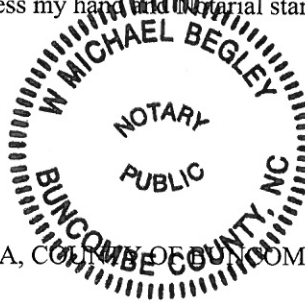
James Turpin (SEAL)
JAMES TURPIN, Trustee

John Barbour (SEAL)
JOHN BARBOUR, Trustee

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JAMES W. THOMAS, JR., who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Clerk of Session of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL

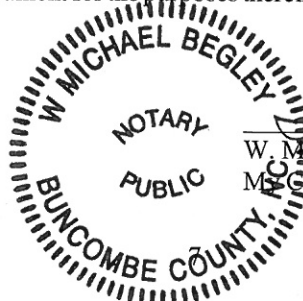


W. Michael Begley
W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JAMES W. THOMAS, JR., ROBERT L. ANDERSON, JESSIE M. OGLE, JEAN W. BURNS, NEAL MCCALLISTER, JAMES TURPIN, and JOHN BARBOUR, Trustees of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, who are personally known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL



W. Michael Begley
W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

EXHIBIT A

THE CHURCH AND CIVIL AUTHORITY

Chapter Four of the Book of Order of the PCUSA (a part of the Constitution of the PCUSA)
2011 / 2013 Edition

G-4.01–G-4.02
G-4.0101–G-4.0201

CHAPTER FOUR

THE CHURCH AND CIVIL AUTHORITY

G-4.01 INCORPORATION AND TRUSTEES

G-4.0101 Incorporation and Power

Where permitted by civil law, each congregation shall cause a corporation to be formed and maintained. If incorporation is not permitted, individual trustees shall be elected by the congregation. Any such individual trustees shall be elected from the congregation's members in the same manner as those elected to the ordered ministries of deacon and ruling elder. Terms of service shall be governed by the provisions of G-2.0404.

The corporation so formed, or the individual trustees, shall have the following powers: to receive, hold, encumber, manage, and transfer property, real or personal, for the congregation, provided that in buying, selling, and mortgaging real property, the trustees shall act only after the approval of the congregation, granted in a duly constituted meeting; to accept and execute deeds of title to such property; to hold and defend title to such property; to manage any permanent special funds for the furtherance of the purposes of the congregation, all subject to the authority of the session and under the provisions of the Constitution of the Presbyterian Church (U.S.A.). The powers and duties of the trustees shall not infringe upon the powers and duties of the session or the board of deacons.

Where permitted by civil law, each presbytery, synod, and the General Assembly shall cause a corporation to be formed and maintained and shall determine a method to constitute the board of trustees by its own rule. The corporation so formed, or individual trustees, shall have the following powers: to receive, hold, encumber, manage, and transfer property, real or personal, for and at the direction of the council.

G-4.0102 Members of the Corporation

Only persons eligible for membership in the congregation or council shall be eligible to be members of the corporation and to be elected as trustees. The ruling elders on the session of a congregation, who are eligible under the civil law, shall be the trustees of the corporation, unless the corporation shall determine another method for electing its trustees. Presbyteries, synods, and the General Assembly shall provide by rule for the election of trustees from among persons eligible for membership in the council.

G-4.02 CHURCH PROPERTY

G-4.0201 Property as a Tool for Mission

The property of the Presbyterian Church (U.S.A.), of its councils and entities, and of its congregations, is a tool for the accomplishment of the mission of Jesus Christ in the world.

G-4.02

G-4.0202–G-4.0207

Form of Government

G-4.0202 Decisions Concerning Property

The provisions of this Constitution prescribing the manner in which decisions are made, reviewed, and corrected within this church are applicable to all matters pertaining to property.

G-4.0203 Church Property Held in Trust

All property held by or for a congregation, a presbytery, a synod, the General Assembly, or the Presbyterian Church (U.S.A.), whether legal title is lodged in a corporation, a trustee or trustees, or an unincorporated association, and whether the property is used in programs of a congregation or of a higher council or retained for the production of income, is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.).

G-4.0204 Property Used Contrary to the Constitution

Whenever property of, or held for, a congregation of the Presbyterian Church (U.S.A.) ceases to be used by that congregation as a congregation of the Presbyterian Church (U.S.A.) in accordance with this Constitution, such property shall be held, used, applied, transferred, or sold as provided by the presbytery.

G-4.0205 Property of a Dissolved or Extinct Congregation

Whenever a congregation is formally dissolved by the presbytery, or has become extinct by reason of the dispersal of its members, the abandonment of its work, or other cause, such property as it may have shall be held, used, and applied for such uses, purposes, and trusts as the presbytery may direct, limit, and appoint, or such property may be sold or disposed of as the presbytery may direct, in conformity with the Constitution of the Presbyterian Church (U.S.A.).

G-4.0206 Selling, Encumbering, or Leasing Church Property

a. Selling or Encumbering Congregational Property

A congregation shall not sell, mortgage, or otherwise encumber any of its real property and it shall not acquire real property subject to an encumbrance or condition without the written permission of the presbytery transmitted through the session of the congregation.

b. Leasing Congregational Property

A congregation shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery transmitted through the session of the congregation.

G-4.0207 Property of Congregation in Schism

The relationship to the Presbyterian Church (U.S.A.) of a congregation can be severed only by constitutional action on the part of the presbytery (G-3.0303b). If there is a

Ordered Ministry, Commissioning, and Certification

G-4.02-G-4.03
G-4.0207-G-4.0302

schism within the membership of a congregation and the presbytery is unable to effect a reconciliation or a division into separate congregations within the Presbyterian Church (U.S.A.), the presbytery shall determine if one of the factions is entitled to the property because it is identified by the presbytery as the true church within the Presbyterian Church (U.S.A.). This determination does not depend upon which faction received the majority vote within the congregation at the time of the schism.

G-4.0208 Exceptions

The provisions of this chapter shall apply to all congregations of the Presbyterian Church (U.S.A.) except that any congregation which was not subject to a similar provision of the constitution of the church of which it was a part, prior to the reunion of the Presbyterian Church in the United States and The United Presbyterian Church in the United States of America to form the Presbyterian Church (U.S.A.), has been excused from that provision of this chapter if the congregation, within a period of eight years following the establishment of the Presbyterian Church (U.S.A.), voted to be exempt from such provision in a regularly called meeting and thereafter notified the presbytery of which it was a constituent congregation of such vote. The congregation voting to be so exempt shall hold title to its property and exercise its privileges of incorporation and property ownership under the provisions of the Constitution to which it was subject immediately prior to the establishment of the Presbyterian Church (U.S.A.). This paragraph may not be amended (G-6.05).

G-4.03 CONFIDENCE AND PRIVILEGE

EXHIBIT B

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. _____

Mail/Box to: Begley Law Firm, PA (Box #__)

This instrument was prepared by: Wm. Michael Begley, Begley Law Firm, PA, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Brief description for the Index: _____

THIS DEED made this 30th day of April, 2013, by and between

GRANTOR	GRANTEE
THE CORPORATION OF THE RICEVILLE PRESBYTERIAN CHURCH, BUNCOMBE COUNTY, NORTH CAROLINA, a North Carolina non-profit corporation	THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation Address: c/o Stated Clerk Presbytery of Western North Carolina 114 Silver Creek Road Morganton, NC 28655

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Swannanoa Township, Buncombe County, North Carolina and more particularly described as follows:

See Rider attached hereto entitled "Description", which is hereby incorporated by reference as if set forth herein verbatim.

DESCRIPTION

(Rider attached to Warranty Deed dated April 30, 2013, from The Corporation of Riceville Presbyterian Church, Buncombe County, North Carolina to The Presbytery of Western North Carolina, Inc.)

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

THE CORPORATION OF THE RICEVILLE
PRESBYTERIAN CHURCH, BUNCOMBE
COUNTY, NORTH CAROLINA

By: _____
JAMES W. THOMAS, JR., Clerk of Session

_____(SEAL)
JAMES W. THOMAS, JR., Trustee

_____(SEAL)
ROBERT L. ANDERSON, Trustee

_____(SEAL)
JESSIE M. OGLE, Trustee

_____(SEAL)
JEAN W. BURNS, Trustee

_____(SEAL)
NEAL McCALLISTER, Trustee

_____(SEAL)
JAMES TURPIN, Trustee

_____(SEAL)
JOHN BARBOUR, Trustee

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JIM THOMAS, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Clerk of Session of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this the 30th day of April, 2013.

NOTARY SEAL

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JAMES W. THOMAS, JR., ROBERT L. ANDERSON, JESSIE M. OGLE, JEAN W. BURNS, NEAL McCALLISTER, JAMES TURPIN, and JOHN BARBOUR, Trustees of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, who are personally known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this the 30th day of April, 2013.

NOTARY SEAL

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

EXHIBIT C

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax:

Parcel Identifier No. _____

Mail/Box to: Begley Box

Instrument prepared by: Wm. Michael Begley, Begley Law Firm, 103 Richardson Blvd., Black Mountain, NC 28711

Brief description for the Index: _____

THIS DEED made this 30th day of April, 2013, by and between

GRANTOR	GRANTEE
THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC.	THE CORPORATION OF THE RICEVILLE PRESBYTERIAN CHURCH, BUNCOMBE COUNTY, NORTH CAROLINA, A North Carolina non-profit corporation Address: 2342 Riceville Road, Asheville, NC 28805

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated in the Swannanoa Township, Buncombe County, North Carolina (collectively sometimes referred to herein as the "Property") and more particularly described as follows:

See Rider attached hereto entitled "Description", which is hereby incorporated by reference as if set forth herein verbatim.

DESCRIPTION

*(Rider attached to Non-Warranty Deed dated April 30, 2013, from
The Presbytery of Western North Carolina, Inc. to The Corporation
of Riceville Presbyterian Church, Buncombe County, North Carolina)*

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The following defined terms are used to explain (i) the manner by which title has been owned and held in trust prior to this conveyance and (ii) the purpose and effect of this conveyance:

1. *Agreement:* Agreement signed by the parties hereto (final form attached as Exhibit A)
2. *Book of Order:* Book of Order of the PCUSA, part of the Constitution of the PCUSA, (Chapter Four attached as Exhibit B)
3. *EPC:* Evangelical Presbyterian Church, a religious denomination
4. *RPC:* The Corporation of the Riceville Presbyterian Church, a congregation of the PCUSA and PWNC
5. *RPC-EPC:* A yet-to-be created NC non-profit corporation, congregation of the EPC, perhaps by change of name of RPC
6. *PCUSA:* Presbyterian Church (U.S.A.), a religious denomination
7. *Presbytery:* Presbytery of Western North Carolina, a presbytery of the PCUSA
8. *Guidelines:* Guidelines (of Presbytery) for Congregations Considering a Request to Presbytery to be Dismissed
9. *Presbytery Commission:* Administrative Commission for Riceville Presbyterian Church (USA)

The Property hereinabove described was acquired by RPC or its predecessor in title by instruments recorded in Book _____ page _____, Book _____ page _____, and Book _____ page _____.

The Grantor makes no warranty, express or implied, as to title to the Property; provided, however, the Property is being conveyed expressly subject to the terms and provisions of the Agreement dated the 23rd day of April, 2013 executed by the Presbytery Commission in a representative capacity for the Presbytery (and thereby on behalf of the PCUSA) and the RPC, said Agreement in the final form approved by the Presbytery being attached hereto as Exhibit A and hereby incorporated by reference as if set forth herein verbatim. This conveyance of the Property is made pursuant to and in reliance upon the comprehensive provisions of the Agreement.

As acknowledged in the Agreement, title to the Property has been (i) held in trust for the PCUSA, and (ii) governed by the Book of Order, thus subject to Chapter Four (Sections G-4.0201 through G-4.0208) entitled "THE CHURCH AND CIVIL AUTHORITY", attached hereto as Exhibit B. On April 14, 2013, at least seventy-five percent (75%) of the members of the RPC present at a meeting of the Congregation voted to request dismissal from the PCUSA to the EPC. Thereafter, on April 30, 2013, in compliance with the procedures and requirements of Chapter Four of the Book of Order and the Guidelines, the Presbytery (i) voted to approve the Agreement, and (ii) upon consideration of the request by such majority for dismissal, voted to dismiss the RPC to the EPC.

Therefore, (i) to effect the negotiated settlement terms of the Agreement (Exhibit A), (ii) to comply with Chapter Four of the Book of Order (Exhibit B), and (iii) to demonstrate the requisite consent of the Presbytery on behalf of the PCUSA to allow the Property to be owned hereafter expressly free and clear of the trust clause (G-4.0203), the Presbytery for itself and on behalf of the PCUSA, as Grantor, hereby conveys its interests in the Property to the RPC-EPC, as Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC.,
a North Carolina non-profit corporation

By: _____
Donald G. Scofield, Jr., Moderator

The undersigned Stated Clerk of The Presbytery of Western North Carolina, Inc. (i) confirms that Donald G. Scofield, Jr., Moderator, has the authority to execute this Deed on behalf of The Presbytery of Western North Carolina, Inc., and (ii) attests to the signature of Donald G. Scofield, Jr. on behalf of The Presbytery of Western North Carolina, Inc.

William A. Sigmon, Stated Clerk
The Presbytery of Western North Carolina, Inc.

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, W. Michael Begley, the undersigned Notary Public of the County and State aforesaid, certify that Donald G. Scofield, Jr., who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Moderator of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and acknowledged that they duly executed the foregoing instrument on behalf of said entity for the purposes therein expressed. Witness my hand and Notarial stamp or seal this the 30th day of April, 2013.

NOTARY SEAL

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, W. Michael Begley, the undersigned Notary Public of the County and State aforesaid, certify that William A. Sigmon personally came before me this day and acknowledged that he is the Stated Clerk of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the Moderator, Donald G. Scofield, Jr., the signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this the 30th day of April, 2013.

NOTARY SEAL

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

EXHIBIT D

STATE OF NORTH CAROLINA

MEMORANDUM OF AGREEMENT

COUNTY OF BUNCOMBE

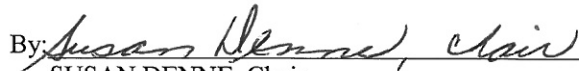
THIS MEMORANDUM OF AGREEMENT, made and entered into this the 23rd day of April, 2013, by and between the ADMINISTRATIVE COMMISSION FOR RICEVILLE PRESBYTERIAN CHURCH (USA), hereinafter sometimes referred to as the "Presbytery Commission", and THE CORPORATION OF THE RICEVILLE PRESBYTERIAN CHURCH, BUNCOMBE COUNTY, NORTH CAROLINA, A North Carolina non-profit corporation, hereinafter sometimes referred to as "RPC".

WITNESSETH:

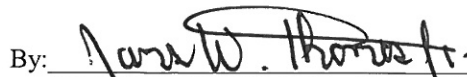
The parties hereto have entered into an Agreement dated the 23rd day of April, 2013, concerning all of the property now owned by RPC and subject to a trust clause in favor of the Presbyterian Church in the United States of America (PCUSA), including without limitation, real property, tangible and intangible personal property, the corporate name, gifts, and church records, and the terms of said Agreement are hereby incorporated by reference into this Memorandum as if set forth herein verbatim.

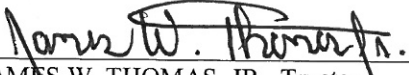
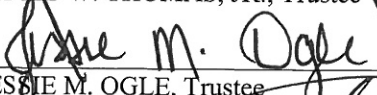
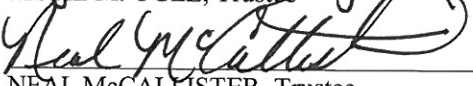
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be duly executed under seal, the day and year first above written.


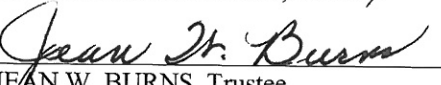
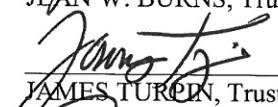

THE ADMINISTRATIVE COMMISSION FOR RICEVILLE
PRESBYTERIAN CHURCH (USA), on behalf of The Presbytery
of Western North Carolina

By: 
SUSAN DENNE, Chair

THE CORPORATION OF THE RICEVILLE PRESBYTERIAN
CHURCH, BUNCOMBE COUNTY, NORTH CAROLINA

By: 
JAMES W. THOMAS, JR., Clerk of Session

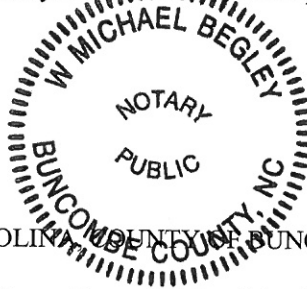

JAMES W. THOMAS, JR., Trustee (SEAL)

JESSIE M. OGLE, Trustee (SEAL)

NEAL McCALLISTER, Trustee (SEAL)

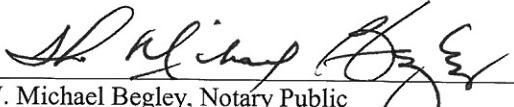

ROBERT L. ANDERSON, Trustee (SEAL)

JEAN W. BURNS, Trustee (SEAL)

JAMES TURPIN, Trustee (SEAL)

JOHN BARBOUR, Trustee (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that SUSAN DENNE, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that she is the Chair of the Administrative Commission for Riceville Presbyterian Church (USA), acting on behalf of The Presbytery of Western North Carolina, and that by authority duly given and as the act of such entity, she voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL

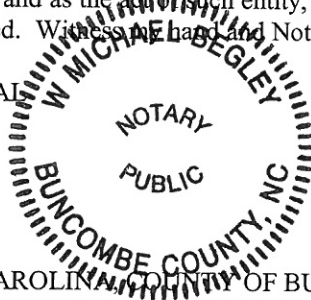


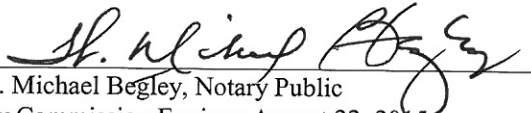

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JAMES W. THOMAS, JR., who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Clerk of Session of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL

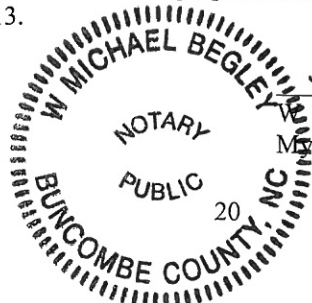


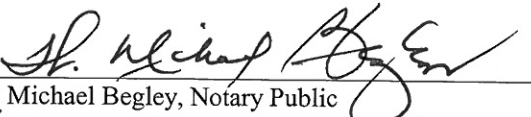

W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, a Notary Public of the County and State aforesaid, do hereby certify that JAMES W. THOMAS, JR., ROBERT L. ANDERSON, JESSIE M. OGLE, JEAN W. BURNS, NEAL McCALLISTER, JAMES TURPIN, and JOHN BARBOUR, Trustees of The Corporation of the Riceville Presbyterian Church, Buncombe County, North Carolina, a North Carolina non-profit corporation, who are personally known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal, this the 23rd day of April, 2013.

NOTARY SEAL




W. Michael Begley, Notary Public
My Commission Expires: August 22, 2015