

## **EXHIBIT C TO CONDITIONAL DEED AGREEMENT**

[FORM CONDITIONAL QUIT-CLAIM DEED FROM STATE/REGION OR CHURCH OF GOD MINISTRIES, INC. TO LOCAL CHURCH]

### **CONDITIONAL QUIT-CLAIM DEED**

The GRANTOR, \_\_\_\_\_ [the General Assembly of the Church of God in \_\_\_\_\_ [State/Region] or Church of God Ministries, Inc.], an \_\_\_\_\_ Non-Profit Corporation, which is located at \_\_\_\_\_ [Street Address, City, State, ZIP], hereby Quit Claims by donation to GRANTEE, \_\_\_\_\_ [Name of Local Church], an \_\_\_\_\_ [State] Non-Profit Corporation, which is located at \_\_\_\_\_ [Street Address, City, State, ZIP], the Real Property legally described on Exhibit A, which Exhibit A is attached hereto and incorporated herein by reference thereto, including any and all interests of the GRANTOR in the real property, subject to the following conditions:

GRANTEE (hereinafter "Local Church") agrees to comply with the following requirements for Church of God congregations affiliated with the Church of God (Anderson, Indiana) and the Church of God in \_\_\_\_\_ [State/Region] throughout the time it is the fee simple owner of the Real Property:

(1) The Local Church must call and retain only senior pastors who are approved, or likely to gain approval, by the state, regional or national assembly of the Church of God under whose jurisdiction the pastor resides, and the Local Church must abide by the procedures for calling a new pastor as set forth in the latest version of the Credentials Manual of the Church of God (Anderson, Indiana);

(2) The Local Church must invite and receive the advice and counsel of the state/regional assembly's credentialing committee, regional pastor/overseer, and/or Church of God Ministries, Inc., Anderson, Indiana, during times of pastoral change or congregational conflict that could lead to a congregational split;

(3) The Local Church must follow, teach, and implement the Biblical doctrines and teachings commonly accepted as the teaching heritage of the Church of God (Anderson, Indiana);

(4) The Local Church must maintain liability insurance for the Real Property and personal property stored therein, which must include coverage for loss due to fire, storm, vandalism and any other casualties and for claims of sexual misconduct; and

(5) The Local Church must register annually for the Yearbook of the Church of God to affirm its affiliation with the Church of God, Anderson, Indiana.

In the event that the Local Church fails to comply with one or more of the above-stated requirements, or if the Local Church ceases to operate or falls into disuse, or if in the opinion of [the Church of God in \_\_\_\_\_ [State/Region] or Church of God Ministries, Inc.], the Local Church is no longer in fellowship and doctrinal unity with Church of God (Anderson, Indiana), then the Local Church agrees that the Real Property shall go to, vest in, and become the property in fee simple of \_\_\_\_\_ [the Church of God in \_\_\_\_\_ [State/Region] or Church of God

Ministries, Inc.] pursuant to the recording of a subsequent Quit Claim Deed held in escrow by [the Church of God in \_\_\_\_\_ [State/Region] or Church of God Ministries, Inc.].

This deed is executed, acknowledged and delivered by the GRANTOR and accepted by the GRANTEE subject to all easements, restrictions and covenants of record, applicable building, zoning and use regulations.

Prior Instrument Reference: \_\_\_\_\_.

Exempt from real estate sales tax pursuant to \_\_\_\_\_.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_  
**Name and Title of person authorized to execute deed  
for [Church of God in \_\_\_\_\_ [State/Region]  
or Church of God Ministries, Inc.]**

**State of \_\_\_\_\_,**  
**\_\_\_\_\_ County, ss:**

Executed before me, a Notary Public, in and for said County and State, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the above-named \_\_\_\_\_ [Name of person authorized to execute deed], authorized representative for \_\_\_\_\_ [Church of God in \_\_\_\_\_ [State/Region] or Church of God Ministries, Inc.], who represented to me to be said person, and who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually and as duly authorized representative of GRANTOR.

\_\_\_\_\_  
**NOTARY PUBLIC**

**THIS INSTRUMENT PREPARED BY:**

EXHIBIT A TO CONDITIONAL QUIT CLAIM DEED

[PROPERTY DESCRIPTION]