

PRESBYTERY OF SHEPPARDS AND LAPSLEY

*partner with and equip present and emerging
PC(USA) faith communities in central Alabama
to serve Christ and our neighbors*



**Spring Stated Meeting
May 21, 2026**

**Southminster Presbyterian Church
Birmingham, AL**

THE PRESBYTERY OF SHEPPARDS AND LAPSLEY
PROPOSED DOCKET / MAY 21, 2026
SOUTHMINSTER PRESBYTERIAN CHURCH, BIRMINGHAM, AL

Please silence all cell phones and electronic devices

9:00 AM Registration

9:30 AM Call to Order and Opening Prayer Moderator Terry Hamilton-Poore
Organization – Declaration of Quorum, Adoption of Docket, Seating of Corresponding
Members, Welcome of First Time Commissioners, Welcome of Visitors, Requests for
New Business to the Stated Clerk in writing by 11:00 AM

Omnibus Motion:

1. To approve the minutes of the February 19, 2026 stated meeting;
2. To approve the requests for absences from today's meeting;
3. To adopt an "Electronic Meetings Rule" for this meeting so that virtual attendees seeking recognition from the Chair be allowed to unmute themselves and call for the attention of the Moderator for recognition and obtaining the floor;
4. To give voice to all ministers from other denominations currently serving a member congregation or ministry in a pastoral capacity;
5. To accept the invitation of First Presbyterian Church of Tuscaloosa to host the meeting of the Presbytery on August 20; and to accept the invitation of Independent Presbyterian Church to host the meeting of the Presbytery on November 19th;
6. To approve the honorable retirement of The Rev. Sam Hamilton-Poore.

9:45 AM Welcome from Host Church The Rev. Tom Bryson and The Rev. Leanne Pearce Reed

WE GATHER IN GOD'S NAME

Introit "Gracious Spirit, Dwell with Me" arr. K. Lee Scott

Call to Worship Host church co-pastors, or Ruling elders

Beloved of God, our Presbyterian way of being church teaches us that since the earliest days of the Reformation, Reformed Christians have marked the presence of the true Church wherever:

The Word of God is truly preached and heard, the Sacraments are rightly administered, and Ecclesiastical discipline is uprightly ministered.

Today we gather,

Brothers, sisters, and siblings in Christ,

To make an offering of worship to the Lord our God, to discern the will of the Holy Spirit, and to make manifest the notes of the true church.

Prayer of Invocation

Come to this place, we pray. Speak in our worship, that we may truly hear your word.

Lift us up, through the sacrament we share, that we may taste the Kingdom of God.

Sway our discernment, that our decisions may reflect your will. Instruct us in our enrichment, that through it we may be conformed to the image of your Son. Amen.

†Opening hymn: GtG 401, Here in This Place

Prayer of Confession and Thanksgiving for Baptism

Marilyn Tucker-Marek

Glorious God, through the waters of the womb you bring us into this life. Through the waters of the Nile you delivered Moses from the death sentence of Pharaoh, into the safety of the household of his own daughter. Through the waters of the Red Sea you led your people from enslavement into freedom. Through the waters of the Jordan you made clean Naaman, a commander of armies who had defeated Israel. Through the waters and blood of our Lord, which poured out from his side at his death on the cross, you showed the power of the way of peace. Through the waters of baptism on the roadside, you brought into your covenant people the Ethiopian eunuch, a man excluded because his body did not fit the binary expectations of his culture.

So, we give you thanks, Holy and Sovereign God.

We give you thanks that in the waters of baptism you show us how you are always folding more people into your covenant community. We give you thanks that even when we try to draw lines of exclusion, you wash those lines away. We give you thanks that even when we shrink from your call to "follow me," you love us with a love that will not let us go. We give you thanks that you keep the promises made at our baptism, even when we stray from, deny, and try to destroy your claim on us. Renew us with the waters of life this day, and renew us for the work of your church today. Amen.

Installation of General Presbyter of the Presbytery of Sheppards and Lapsley Statement on Baptism

James Ephraim

As many of you as were baptized into Christ have clothed yourselves with Christ. There is no longer Jew or Greek, there is no longer slave or free, there is no longer males and female; for all of you are one in Christ Jesus. Lead a life worthy of the calling to which you have been called, making every effort to maintain the unity of the Spirit in the bond of peace. There is one body and one Spirit, just as we were called to the one hope of our calling, one Lord, one faith, one baptism, one God and Father of all, who is above all and through all and in all.

Call to Discipleship

Terry Hamilton-Poore

We are called by God to be the church of Jesus Christ, a sign in the world today of what God intends for all humankind. The call of Christ is to willing, dedicated discipleship. Our discipleship is a manifestation of the new life we enter through baptism. Discipleship is a gift and a commitment, an offering and a responsibility. Mark, the grace bestowed on you in baptism is sufficient for your calling because it is God's grace. By God's grace we are saved, and enabled to grow in the faith and to commit our lives in ways which serve Christ. God called you to a particular service. Show your purpose by answering these questions.

Installation Questions to Mark

Terry Hamilton-Poore

Do you trust in the Lord Jesus Christ your Savior, acknowledge him Lord of all and Head of the Church, and through him believe in one God, Father, Son, and Holy Spirit?

I do

Do you accept the Scriptures of the Old and New Testaments to be, by the Holy Spirit, the unique and authoritative witness to Jesus Christ in the Church universal, and God's Word to you?

I do

Do you sincerely receive and adopt the essential tenets of the Reformed faith as expressed in the confessions of our church as authentic and reliable expositions of what Scripture leads us to believe and do, and will you be instructed and led by those confessions as you lead the people of God?

I do and I will

Will you fulfill your ministry in obedience to Jesus Christ, under the authority of Scripture, and be continually guided by our Confessions?

I will

Will you be governed by our church's polity, and will you abide by its discipline? Will you be a friend among your colleagues in ministry, working with them, subject to the ordering of God's Word and Spirit?

I will

Will you in your own life seek to follow the Lord Jesus Christ, love your neighbors, and work for the reconciliation of the world?

I will

Do you promise to further the peace, unity, and purity of the church?

I do

Will you pray for and seek to serve the people with energy, intelligence, imagination, and love?

I will

Will you be a faithful minister of Word and Sacrament, proclaiming the good news, teaching faith and caring for people? Will you be active in government and discipline, serving in the councils of the church; and in your ministry will you try to show the love and justice of Jesus Christ?

I will

Installation Questions to the Presbytery

Darryl Love

Do, we the members of the presbytery confirm the call of God to Mark as General Presbyter in the service of Jesus Christ?

We do.

Do we agree to pray for him, support him, and encourage him in this ministry?

We do.

Do we promise to pay him fairly and provide for his welfare as he works among us; to stand by him in trouble and share his joys? Will we listen to the Word he preaches, welcome his pastoral care, and honor his authority as he seeks to honor and obey Jesus Christ our Lord?

We do and we will.

Installation Prayer

Darryl Love

Faithful God, in baptism you claimed us; and by your Holy Spirit you are working in our lives, empowering us to live a life worthy of our calling. We thank you for leading Mark to this time and place. Establish him in your truth, and guide him by your Holy Spirit, that in your service he may grow in faith, hope, and love, and be a faithful disciple of Jesus Christ, to whom, with you and the Holy Spirit, be honor and glory, now and forever. **Amen**

Charge and Blessing

Jane Clayton

Mark you are installed to service as General Presbyter in the Presbytery of Sheppards and Lapsley. Whatever you do, in word or deed, do everything in the name of the Lord Jesus, giving thanks to God through Him. May the God of peace make you holy in every way, and keep your whole being, spirit, soul, and body, free from every fault at the coming of our Lord Jesus Christ. **Amen**

†GtG 726 Will You Come and Follow Me v. 1

*"Will you come and follow me if I but call your name?
Will you go where you don't know and never be the same?
Will you let my love be shown; will you let my name be known;
will you let my life be grown in you and you in me?"*

Prayer for Illumination

2 Timothy 3:16-17

Spirit of Wisdom and Truth, all scripture is inspired by God and is useful for teaching, for reproof, for correction, and for training in righteousness, so that the person of God may be proficient, equipped for every good work. So, come among us today, make yourself manifest in the reading and hearing of the Word, inspire us, correct us, teach us, equip us, for this our act of worship, and every good work. Amen.

Scripture Reading:

Ephesians 4:1-6

The word of God for the people of God. **Thanks be to God.**

Sermon

“One Hope”

Rev. Dr. Mark McCormick

†GtG 726 **Will You Come and Follow Me** v. 2

*“Will you leave yourself behind if I but call your name?
Will you care for cruel and kind and never be the same?
Will you risk the hostile stare should your life attract or scare?
Will you let me answer prayer in you and you in me?”*

Celebration of the ministry of Rev. Sam Hamilton-Poore

Jane Clayton and Joe Scrivner offer their reflections on the ministry of Rev. Sam Hamilton-Poore.

Jane: We give thanks for the gifts with which you have equipped your servant, Sam Hamilton-Poore, for ministry: strong faith, dedicated discipleship, love of Jesus Christ as Savior and Lord. By your grace, we trust that his manner of life has been a humble demonstration of the Christian gospel in the church and the world.

Joe: With the approval of God’s people, and the concurring judgement of this council, we, the Presbytery of Sheppards and Lapsley, recognize his service in the ordered ministry of Word and Sacrament in the Presbyterian Church, USA, and we accord him the status of honorably retired.

All: We pray, holy God, that you will continue to bless his life, equip him for what his next chapter will hold, and continue the sanctifying work which you began at his baptism. Amen.

†GtG 726 **Will You Come and Follow Me** v. 3

*“Will you let the blinded see if I but call your name?
Will you set the prisoners free and never be the same?
Will you kiss the leper clean, and do such as this unseen,
and admit to what I mean in you and you in me?”*

Commissioning and Prayer for the Commissioners to the 227th General Assembly

Debra Love and Nick Reed

Rick Atkerson, Joe Genau, Darryl Love, Adrienne Royster and McClain Robinson

Just as God calls us to ordered ministry, and equips us to the same, so some of us are called to serve in councils of the church. This summer, Rick Atkerson, Joe Genau, Darryl Love, Adrienne Royster and McClain Robinson, will serve as the commissioners of the Presbytery of Sheppards and Lapsley to the 227th General Assembly of the Presbyterian Church USA.

Rick, Joe, Darryl, Adrienne, and McClain, will you fulfill this ministry in obedience of Jesus Christ, under the authority of scripture, and be guided by our confessions?

We will.

Will you be governed by our church’s polity, and will you abide by its discipline? Will you be a friend among your fellow commissioners at the 227th General Assembly, working with them, subject to the ordering of God’s Word and Spirit?

We will.

In your life, and in your role as a commissioner, will you seek to follow the Lord Jesus Christ, love your neighbors, and work for the reconciliation of the world?

We will.

Do you promise, through the tools of your discernment, debate, and vote, at this General Assembly, to further the peace, unity, and purity of the church?

We will.

Will you seek to serve as commissioners with energy, intelligence, imagination, wisdom, and love?

We will.

Presbytery of Sheppards and Lapsley, do we promise, as their friends in ministry, to pray for Rick, Joe, Darryl, Adrienne, and McClain, and the work of the 227th General Assembly of the PCUSA?

We will.

Prayer of Commissioning

God of the Covenant, you have spoken through the sound of sheer silence to a prophet alone and afraid, and you have spoken in thunder and trumpet blasts to an assembly of thousands. Speak, we pray, in ways which cannot be overlooked or ignored, to all those who gather to make up the council of the 227th General Assembly of the Presbyterian Church USA. Through the wisdom, prayer, faith, hope, and love, of those duly elected to serve our denomination as commissioners to this General Assembly, guide the decisions made for our church, and for how our church will make known the good news of Jesus Christ in your world. Godspeed their travels to and from Milwaukee, and may their presence in that city be a blessing. Grant them strength for the long days, the gift of renewing rest for each night, and nourish their bodies through food and kindness, of strangers and of friends. We ask all this for these, your faithful servants, in the sure and strong name of the one who saves, Jesus Christ, our Lord. **Amen.**

†GtG 726 **Will You Come and Follow Me** v. 4

*“Will you love the ‘you’ you hide if I but call your name?
Will you quell the fear inside and never be the same?
Will you use the faith you’ve found to reshape the world around,
through my sight and touch and sound in you and you in me?”*

Thanksgiving for the Life and Ministry of Rev. Monty Clendenin, and Commissioned Pastor Ben Arellano

Rev. Monty Clendenin
Commissioned Pastor Ben Arellano

Rachel Winter
Richard Hanna

Following the offerings of specific expressions of gratitude for the lives and ministries of these servants of the Lord, the people pray,

God our Comforter, the generations rise and pass away, the grass withers and the flower fades, but the word of the Lord endures forever. Today, even as we grieve the deaths of Monty and Ben, and share in the sorrow of their family and friends, we trust that you have now completed the sanctifying work in each of them, which you began at their baptism. In the divine mystery of Holy Communion, the communion of the Holy Triune God comes to us in taste and touch, And the communion of the saints is present with us as we break bread together with all those in the kingdom of God. So, comfort us with your closeness, and guide us all, until we, too, rest with the saints who have run the race before us. Amen.

†GtG 726 **Will You Come and Follow Me** v. 5

*Lord, your summons echoes true when you but call my name.
Let me turn and follow you and never be the same.
In your company I’ll go where your love and footsteps show.
Thus I’ll move and live and grow in you and you in me.*

Invitation to the Table and Words of Institution

The Rev. Leanne Pearce Reed, and Rev. Tom Bryson

Holy Communion

(You are invited to come forward to receive communion as the ushers indicate. All communion elements are gluten-free and alcohol-free. If you prefer to remain seated during communion, an elder will be glad to bring the elements to you.)

Prayer after Communion

The Rev. Leanne Pearce Reed, and Rev. Tom Bryson (or Ruling Elder from Southminster)

Lord, we have tasted your goodness, now, nourished at your table, make us instruments of your will. Amen.

Invitation to Generosity and Prayer of Dedication

The Rev. Leeann Scarborough

God loves a cheerful giver, so with joy in our hearts, we humbly offer these gifts to the service of God, through the stewardship of the Presbytery of Sheppards and Lapsley.

Lord, Bless and multiply that which we place in your service this day, just as you blessed and multiplied the loaves and fishes in your ministry. Astound us with what you can do with what we offer. Amen.

(50% of the offering goes to CPM for candidates and 50% is used as a Presbytery discretionary fund for pastoral care. Mail checks to the Presbytery office or donate online at: <http://pslpcusa.org/online-giving-paypal>. Please give generously.)



†Closing Hymn

GtG523 God the Spirit, Guide and Guardian

†Charge and Benediction

Rev. Dr. Mark McCormick

†Postlude

MINISTRY WITHIN OUR PRESBYTERY

- 11:05 AM Executive Council (page 11) Jonathan Yarboro
The Presbytery of Sheppards and Lapsley is a Matthew 25 Presbytery. We pledge to encourage our mid council and congregational ministries to embrace the following areas of focus:
- *Building congregational vitality; Dismantling structural racism; Eradicating systemic poverty.*
 - *We further pledge to keep track of the impact of these ministries and share our stories with one another and throughout the denomination.*
- 11:15 AM Commission on Ministry (written, page 12) deNay Kirkpatrick
- 11:25 AM Committee on Preparation for Ministry (pages 13-21) Leeann Scarbrough
Presentation of Inquirer Abby Bunn for examination for move to Candidacy
Should the way be clear, Service of charge and blessing for Candidate Abby Bunn
- 11: 35 PM Nominating (page 22) Caroline Kelly
The Committee nominates the following to fill a new term as indicated:
Anti-Racism Committee
Class of 2028; RE Judith Baldwin (Westminster, Tuskegee)
Trustees
Class of 2028; CRE Lin Veasey (Church of the Covenant, Anniston)
- 11:45 PM Synod Reports (pages 23-32) April Lane and Madison Roberts
- 12:00 PM Lunch
- 1:00 PM Enrichment Options
Option1 (available in the hybrid meeting format):
A Presentation about Rooted Good Angela Johnson
We specialize in helping congregations, and institutions that support congregations, with:
- *Generating new forms of income through social enterprise*
 - *Using and developing buildings and land for revenue and ministry*
 - *Aligning money and mission; and measuring impact*

AND

A Presentation on Project Regeneration Dana Waters Presbyterian Foundation
Project Regeneration is a consultative service provided by the Presbyterian Foundation for churches and ministries. Our Ministry Relations Officers guide congregations through a process of prayerful discernment through a series of meetings, held on site or virtually, to help churches consider a strategic approach for the future. Our approach includes a financial analysis to assess the viability of ministry, followed by a collaborative, innovative process that invites everyone to fully participate. We will provide reading materials, serve as speakers, guide discussions and share stories with you that will help you decide what's best for your church.

Option 2 (available in-person only):

Newly Installed General Presbyterian, Mark McCormick will hold a workshop on sermon preparation, with a particular focus on the upcoming lectionary texts.

- 1:45 PM Trustees (addendum in the worship folder) Lant Davis
Please see addendum at the end of the worship folder for action items.
- 1:55 PM The Legacy Fund for Enduring Witness (page 33) Joe Genau
- 2:05 PM General Presbyterian's "Good News" Moment (page 34) Mark McCormick
- 2:25 PM "Good News" Moment Mission Coordinator (page 35) Ralls Coston
- 2:30 PM Wilcox County Initiative (pages 36-38) James Ephraim
- 2:40 PM Presbyterian Home for Children "Good News" Moment (pages 39-48) Suzanne Cornett
- 2:45 PM Living River "Good News" Moment (pages 48-52) Jenny Thagard
- 2:55 PM Stated Clerk (pages 53-54) Marilyn McKelvey Tucker-Marek
1. Reports from Administrative Commissions
 - a) **Providence, Jonathan Yarboro, will give the final report, offer a celebration and thanksgiving for the ministry of Providence and its predecessors, and announce the dissolution of the AC.** (pages 55-56)
 2. There is no new business from Bills & Overtures.
 3. Online Minutes Review Follow-Up
 4. Announcements for the Good of the Whole
- 3:00 PM Adjournment with Prayer Moderator Terry Hamilton-Poore

†Please stand, if able

After the meeting, please turn in your hanging name badge.

We wish to extend a special thank you to Rev's Tom Bryson and Leanne Pearce Reed, the staff, and the volunteers of Southminster Presbyterian Church, Birmingham for hosting the Presbytery meeting today. We would also like to thank Southminster's ruling elders, David Renaker-Organist, Ty Thornton – Director of Music, James Ephraim, Darryl Love, Jane Clayton, Debra Love, Nick Reed, Rachel Winter, Richard Hanna and Leeann Scarbrough for participating in today's worship service.

**Next Stated Meeting – August 20, 2026
First Presbyterian Church, Tuscaloosa, AL**

Presbytery of Sheppards and Lapsley
Report of Trustees to Presbytery Assembly
May 21, 2026

Trustees: Tom Adams (2028), Tom Bryson (2028), Lant Davis (2027) [Moderator], Steve Deal (2027), Krysten Holloway (2026), Katherine Michael (2026), Terry Newland (2026), and Allen Sydnor (2027).

Meetings: The Trustees have not met since the last Presbytery Assembly but, rather, have taken actions by email as actions by unanimous written consent.

For information:

- The gift of the property formerly owned by **Fairfield Highlands Presbyterian Church**, authorized by the Presbytery assembly in a called meeting held on October 3, 2025, was closed on April 9, 2026. Faith Church at Midfield is now the owner of the property, which they plan to use in their food ministry and other outreach to the neighborhood. Their pastor, Rev. Aubrey Miller, expressed the sincere gratitude of their congregation for the donation of the property. At the closing we gave thanks to God for the faithful ministry of the former members of Fairfield Highlands Presbyterian Church and prayed for the continuing and expanded ministries of Faith Church at Midfield in the name of Jesus Christ.

For action:

- Property formerly owned by **Church of the Good Shepherd (Anniston)**
 - As reported to the Presbytery Assembly on November 20, 2026, a previous contract for sale of this property, entered into as of September 28, 2020, expired by its terms on October 1, 2025, due to the purchaser's failure to close. The property was also subject to a lease (to the same party) dated September 28, 2020, which by its terms expired on November 17, 2025. The Trustees did not renew the lease, and the tenant vacated the premises.
 - On February 4, 2026, the Trustees listed the property for sale with Foundry Commercial, LLC, a national commercial real estate brokerage that has been vetted and recommended by the Presbyterian Foundation. Foundry Commercial associated ERA King Real Estate to serve as a local agent. Based on Foundry Commercial's Broker's Price Opinion dated November 25, 2025 (a copy of which is attached to this report), the property was listed for sale at a price of \$450,000.
 - In March 2026 we received a cash offer from New Hope Ministries, Inc., who first offered \$175K. We did not counter because the offer was so low. They then revised their offer to \$275K. We countered for \$415K, and over the course of additional bargaining, they increased their offer to \$325K, which they said was the most they could pay considering the condition of the property (roof and HVAC need a lot of work). We turned that offer down and did not hear from them for a week or so. Then they offered \$350K, which is in the range (\$350K to \$450K) of the property value as estimated by our real estate professionals. No

other comparable offers have been received. **The Trustees voted unanimously to accept this offer, contingent on Presbytery approval, and to recommend that the Presbytery accept this offer.**

- The offer is contained in the following documents (a copy of which are attached to this report and which, collectively, are sometimes referred to in this report as the “Contract of Sale”):
 - Commercial Sale Agreement between the Presbytery of Sheppards and Lapsley and New Hope Ministries, Inc.
 - Addendum to Sales Contract
 - Lead Base Paint Disclosure
 - Estimated Closing Statement
- Based on the foregoing, the Trustees move the Presbytery to adopt the following resolution:

RESOLVED, that the Presbytery of Sheppards and Lapsley, Incorporated (the “Presbytery”), hereby ratifies the Trustees’ approval and execution of the Contract of Sale for a purchase price of \$350,000, less closing expenses;

FURTHER RESOLVED, that the Presbytery authorizes and directs the officers of the Presbytery, and any of them, to execute and deliver such closing documents as shall be necessary to effectuate the transaction contemplated by the Contract of Sale, including, but not limited to, a Statutory Warranty Deed for the real property formerly owned by Church of the Good Shepherd and situated at 461 Choccolocco Road, Anniston, Calhoun County, Alabama, and any property contiguous thereto owned by the Presbytery, all in form acceptable to the Trustees of the Presbytery or their designee.

- Property formerly owned by **Center Point Presbyterian Church (Birmingham)**
 - As reported by the Trustees to the Presbytery Assembly on November 20, 2025, the sale of this property to Rev. Bruce Carpenter, which was authorized by the Presbytery Assembly in a meeting held on November 21, 2024, has not been closed due to the purchaser’s inability to obtain funding; and that contract now has been terminated. That contract of sale was for a purchase price of \$350,000. (However, the Presbytery Assembly approved the sale, which was still being negotiated at the time, for a minimum of \$300,000, less closing expenses.) Rev. Carpenter continues to occupy the property under a month-to-month lease.
 - Commercial Realty Partners LLC, the real estate agent for the Presbytery, continued to market the property. An offer in the form of a Commercial Sales Agreement for a purchase price of \$300,000 cash has been received from Minerva Hernandez and Pedro Valeriano. (A copy of that Commercial Sales Agreement is attached to this report.) **The Trustees voted unanimously to accept this offer, contingent on Presbytery approval, and to recommend that the Presbytery accept this offer.**

- Following the advice of our agent, Commercial Realty Partners LLC, we have not executed the Commercial Sales Agreement, until the proposed purchasers can provide evidence that they are likely to obtain commercial financing for the purchase. We are informed that the proposed purchasers will be meeting with their banker on May 21, 2026.
- Based on the foregoing, the Trustees move the Presbytery to adopt the following resolution:

RESOLVED, that the Presbytery of Sheppards and Lapsley, Incorporated (the “Presbytery”), hereby ratifies the Trustees’ approval of the Commercial Sales Agreement for a purchase price of \$300,000, less closing expenses;

FURTHER RESOLVED, that the Presbytery approves the execution of the Commercial Sales Agreement when the Trustees or their designee have received satisfactory evidence that the purchasers are likely to obtain commercial financing;

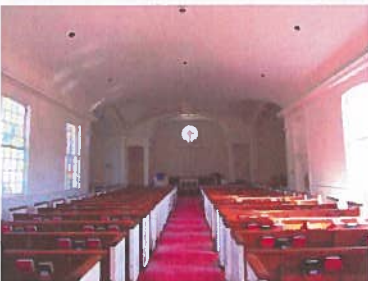
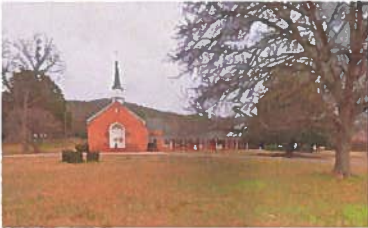
FURTHER RESOLVED, assuming that the Commercial Sales Agreement is fully executed, that the Presbytery authorizes and directs the officers of the Presbytery, and any of them, to execute and deliver such closing documents as shall be necessary to effectuate the transaction contemplated by the Contract of Sale, including, but not limited to, a Statutory Warranty Deed for the real property formerly owned by Center Point Presbyterian Church and situated at 2650 Center Point Parkway, Center Point, Jefferson County, Alabama, and any property contiguous thereto owned by the Presbytery, and a termination of the existing lease and tenancy of Rev. Bruce Carpenter, all in form acceptable to the Trustees of the Presbytery or their designee.

Broker Price Opinion

461 Choccolocco Road
Anniston, AL 36207

Date: 11/25/2025

PHOTOS OF SUBJECT PROPERTY



PROPERTY DESCRIPTION

PROPERTY		SPECIFICATIONS	
Parcel ID	21-02-10-0-004-071.000, 21-02-10-0-004-072.000, 21-05-15-0-001-001.000	Number of Buildings	2
County	Calhoun	Total Building SF	12,449 ± SF
Use	Religious	Acreage	4.45 ± AC
Zoning	SN2 Suburban Neighborhood 2	Parking	Paved Lot
		Year Built	1964

DEMOGRAPHICS – (estimated data 2025)	1 Mile	3 Mile	5 Mile
Population	1,623	14,415	36,280
Population Change (2030 projection)	-0.20%	-	-0.20%
Average Household Income	\$110,787	\$99,972	\$84,401
Median Home Value	\$211,914	\$208,032	\$181,717

LOCATION OF PROPERTY



PROPERTY COMMENTS

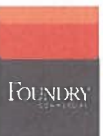
The subject property is located at 461 Choccolocco Rd within the City of Anniston in Calhoun County. The immediate area features a mix of residential uses and light commercial activity along Choccolocco Road, providing access to the wider Anniston/Oxford region via nearby arterial routes. The property benefits from visibility and connectivity along Choccolocco Rd, which links into the city's collector roadway network.

The economic demographics show the immediate area has household incomes above the national averages and median home values below the national averages. The area is projected for negative growth in population between now and 2030.

The subject property consists of 2 main structures: a 1-story, brick, church building (c. 1964) totaling 7,719 +/- SF and a 1-story, brick addition (c. 1991) totaling 4,730 +/- SF, a total of 12,449 +/- SF on 4.45 +/- acres, per Calhoun County and an MAI appraisal completed in 2019. The building(s) contain a sanctuary (seating capacity unknown), sacristy, offices, several classrooms and a kitchen.

According to the local property manager (Anna King) the building shows well, but the roof is in need of replacement, and the tenant says the HVAC systems are nearing the end of their functional life.

Matt Messier, CCIM, SIOR
Principal
407.540.7718
matt.messier@foundrycommercial.com

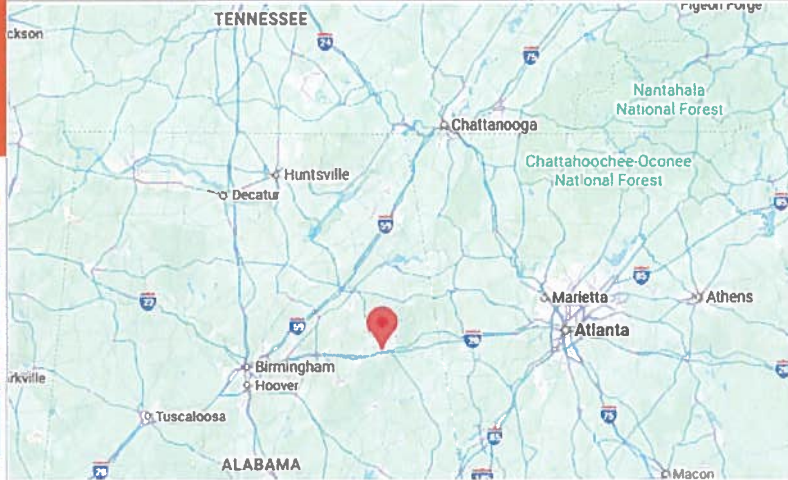


Broker Price Opinion

461 Choccolocco Road
Anniston, AL 36207

Date: 11/25/2025

LOCATION OF PROPERTY



PROPERTY COMPARABLES

Property Address	City	Status	Sale Date	Sale/List Price	Property Type	Total SF	Price/SF	Acres	DOM
201 S 8th St	Gadsden AL	Active	N/A	\$ 700,000	Religious	32,000	\$ 22	2.00	218
771 Whites Chapel Rd	Gadsden AL	Active	N/A	\$ 1,399,000	Religious	31,682	\$ 44	10.00	192
16 Morton Rd	Anniston AL	Active	N/A	\$1,500,000	Religious	57,200	\$ 26	22.82	1066
3224 Oakridge Ave	Anniston AL	Active	N/A	\$ 169,900	Religious	4,850	\$ 35	1.86	
155 Carrollton St	Waco GA	UC	N/A	\$ 195,000	Religious	3,188	\$ 61	0.88	233
45713 US Hwy 231	Oneonta AL	Sold	5/1/2025	\$ 215,000	Religious	7,275	\$ 30	1.00	240
2608 Sansom Ave	Gadsden AL	Sold	3/26/2025	\$295,000	Religious	11,160	\$ 26	1.02	
1024 Quintard Ave	Anniston AL	Sold	3/18/2025	\$ 205,000	Religious	3,488	\$ 59	0.39	
223 Parkway Pl	Gadsden AL	Sold	2/5/2024	\$ 245,000	Religious	10,088	\$ 24	0.32	896
206 N Ave	Villa Rica GA	Sold	11/22/2023	\$ 1,000,000	Religious	24,505	\$ 41	2.79	655
Average							\$ 36		

PROPERTY COMMENTS

We researched religious property sales within a 50-mile radius of the subject property to find comparable properties within similar demographic and economic markets that are for sale or have sold within the last two plus years.

BROKER PRICE CONCLUSION

Taking into account the characteristics of the subject property, its demographic environment and current market conditions, it is our opinion that the property has a price range as follows:

Price Range Low	Price Range High	Asking Price
\$325,000	\$400,000	\$450,000

*This is a broker price opinion only. Foundry Commercial recommends owner obtaining a MAI appraisal for a more researched and definitive value. It should be noted there was no interior inspection completed, and condition is assumed as good to fair.



Matt Messier, CCIM, SIOR
Principal
407.540.7718
matt.messier@foundrycommercial.com





LEAD BASE PAINT DISCLOSURE

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 461 Choccolocco Rd

City: Anniston **St:** AL **Zip:** 36207

Lead Warning Statement

Every Buyer(s) of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller(s) of any interest in residential real property is required to provide the Buyer(s) with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller(s) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the Seller(s) (check one below):

Seller(s) has provided the Buyer(s) with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Seller(s) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer(s)'s Acknowledgment (initial)

_____ (c) Buyer(s) has received copies of all information listed above.

_____ (d) Buyer(s) has received the pamphlet *Protect Your Family from Lead in Your Home*.

 (e) Buyer(s) has (check on one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



LEAD BASE PAINT DISCLOSURE

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

REALTOR'S® Acknowledgment (initial)

^{Initial}
GJ _____ (f) REALTOR® has informed the Seller(s) of the Seller(s)'s obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <i>Victoria Davis</i>	5/12/2026	_____	_____
Buyer	Date	Seller	Date

Signed by: <i>Gabby Alvarez</i>	5/13/2026	_____	_____
REALTOR®	Date	REALTOR®	Date

ADDENDUM TO SALES CONTRACT

Date: 5/12/2026

This Addendum is a part of the Agreement on the Property located at
461 Choccolocco Road Anniston AL 36207

and dated _____ between the undersigned Purchaser(s) and the undersigned Seller(s).

1. Buyer acknowledges that Seller is selling, and Buyer shall accept, the Property in an "AS-IS, WHERE-IS" condition without any representation or warranty whatsoever by Seller relating to the buildings, land, or any mechanical systems. Buyer acknowledges that it is a sophisticated real estate buyer who shall have had, as of the Closing Date, open access to, and sufficient time to review, all information, documents, studies and test relating to the Property that Buyer elects to conduct. Buyer covenants and warrants to Seller that Buyer shall rely solely on Buyer's own due diligence investigation in determining to purchase the Property.

2. Any items of personal property left in the building by Seller will be considered "as is" and abandoned and will have zero value. Seller makes no guarantees, warranties, or representations of any kind regarding the condition or usability of any personal property which may remain in the building at closing.

3. Sale is contingent upon Seller obtaining Presbytery approval currently scheduled for May 21, 2026

4. Total commission is six percent (6%) of which four and a half percent (4.5%) will be paid to ERA King Real Estate and one and half percent (1.5%) will be paid to Foundry Commercial.

DocuSigned by:
Vickey Davis 5/12/2026
Purchaser
New Hope Ministries Inc. - Vickey Davis

Witness

Purchaser

Witness

Seller
Presbytery of Shepards and Lapsley

Witness

Seller

Witness

Date



COMMERCIAL SALE AGREEMENT

Revised March 2008 (Previous forms obsolete)

This is a legally binding contract. Seek competent advice prior to execution.

Effective Date of Commercial Sale Agreement: _____ (“Effective Date”)

SELLER: _____ Presbytery of Sheppards and Lapsley _____,

whose address is _____ 3603 Lorna Ridge Dr, Birmingham , AL 35216 _____ (“Seller”)

hereby agrees to sell and

BUYER: _____ New Hope Ministries, Inc. _____,

whose address is _____ 2107 US-78, Anniston, AL 36207 _____ (“Buyer”)

hereby agrees to purchase the following described real estate, together with all improvements thereon and appurtenances thereto (“Property”) situated in the City of _____ Anniston _____, County of _____ Calhoun _____, Alabama, on the terms stated below:

Address:

_____ 461 Choccolocco Road _____

and Described as Follows:

Parcel IDs 21-02-10-0-004-071.000, 21-05-15-0-001-001.000, and 21-02-10-0-004-072.000

- 1. **THE PURCHASE PRICE** shall be \$ 350,000.00 (“Purchase Price”) payable as follows:
 - EARNEST MONEY**, (see below) \$ 10,000.00 (“Earnest Money”)
 - CASH** on closing this sale \$ 340,000.00 (“Closing Payment”).

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2. AGENCY DISCLOSURE:

The listing company is: Anna King - ERA King Real Estate and Matthew Messier - Foundry Commercial, LLC.

The selling company is: Gabby Alvarez - ERA King Real Estate

The listing company is: (Two blocks may be checked) An agent of the Seller. An agent of the Buyer.

An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.

Assisting the Buyer Seller (check one or both) as a transaction broker.

The selling company is: (Two blocks may be checked) An agent of the Seller. An agent of the Buyer.

An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.

Assisting the Buyer Seller (check one or both) as a transaction broker.

Buyer's Initials 

Seller's Initials _____

3. CONDITION OF PROPERTY: Neither Seller nor any Agent makes any representations or warranties of any kind regarding the condition of the Property except to the extent expressly and specifically set forth herein. Except as otherwise stated in this Agreement, Buyer accepts the Property in its present "As Is", "Where Is" condition.

4. BUYER'S INSPECTION PERIOD:

a. Buyer shall have a period of 15 days from the Effective Date ("Inspection Period") to arrange for financing (if applicable) and to determine, either personally or through or with a representative of Buyer's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Buyer's decision to purchase the Property. This determination shall include, without limitation, Buyer satisfying itself as to title matters, survey matters, structural matters, zoning matters, subdivision restrictions, environmental matters, existing contracts and financial matters affecting the Property, all soil, landscaping and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Buyer believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property.

b. If for any reason whatsoever Buyer is unable to obtain financing (if applicable) and/or determines that the Property is unsuitable for its purposes in its sole and absolute discretion, or decides for any other reason not to purchase the Property, then Buyer shall notify Seller in writing of its decision not to purchase the Property not later than the last day of the Inspection Period, at which time the Escrow Deposit shall be returned to Buyer, subject to the provisions contained in Section 5 hereof, and, except as to those matters that specifically survive termination pursuant to the terms hereof, this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. If Buyer does not give written notice to Seller of its election to not purchase the Property prior to the expiration of the Inspection Period, then it is agreed that the Buyer shall be deemed to have obtained financing (if applicable) and shall be deemed to have approved the Property and the parties shall proceed to Closing as provided for herein, subject to the provisions of Section 7 and Section 8 herein.

c. From the Effective Date until the Closing, Seller hereby grants to Buyer and its agents access to the Property in order to conduct reasonable investigations and tests as Buyer may desire, including, without limitation, environmental site assessments and structural, mechanical, electrical and other physical investigations of the Property. Seller agrees to cooperate with Buyer to provide relevant information concerning the Property in Seller's

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possession upon written request therefore by Buyer in order to conduct such inspections and tests. Buyer shall coordinate all of its testing and investigations, and its agents' testing and investigations with Seller in order to insure the least amount of interference with Seller's operations. Buyer agrees to indemnify and hold Seller harmless against any claims for bodily injury, property damage and mechanics' liens arising out of any actions of Buyer or its agents or representatives on the Property in the course of such activities. Buyer also agrees to restore or repair any of the Property damaged or disturbed as a result of Buyer's exercise of its rights under this Agreement to as near as is reasonably possible to the condition that existed immediately prior to the exercise of such rights. Buyer's obligations to indemnify and hold Seller harmless under this paragraph shall survive Closing and any termination of this Agreement. Buyer's obligation under this subsection to restore the Property shall survive any termination of this Agreement, but shall not survive Closing.

5. EARNEST MONEY & BUYER'S DEFAULT:

a. Seller and Buyer hereby direct that ERA King Real Estate ("Escrow Agent") act as escrow agent and hold the Earnest Money in trust until this Agreement has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the Escrow Agent. During the Inspection Period Buyer may unilaterally and in its sole discretion cancel this Agreement and be refunded the Escrow Deposit. In the event that following the Inspection Period Buyer fails to carry out and perform the terms of this Agreement as a result of no fault of the Seller, the Earnest Money shall be forfeited to Seller as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Agreement. If this Agreement does not close and the Earnest Money is to be turned over to Seller or refunded to Buyer pursuant to this Agreement, Seller and Buyer agree to execute a written release to the Escrow Agent affirming the proper disposition of the Earnest Money. In the event both Seller and Buyer claim the Earnest Money, or either Seller or Buyer refuses or fails to execute a release, the Escrow Agent may interplead the disputed portion of the Earnest Money into a court located in the county where the Property is located, and shall be entitled to deduct or recover from the Earnest Money its court costs, reasonable attorney fees and other out-of-pocket expenses relating to the interpleader. In the event that the Earnest Money is not received and verified as good and sufficient funds within 3 days of the Effective Date, Seller shall have the right to void this Agreement upon notice to Buyer, and upon the exercise of such right, this Agreement shall be void and neither party shall have any further obligation to the other. Furthermore, when the Earnest Money is a check and the check is returned by a financial institution as unpaid, Seller shall have the right to void this Agreement upon notice to Buyer, and upon the exercise of such right, this Agreement shall be void and neither party shall have any further obligation to the other.

b. Buyer and Seller, jointly and severally, agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all losses, costs (including, without limitation, reasonable attorneys' fees), damages, expenses, and claims suffered or incurred by Escrow Agent in connection with or arising from or out of the Escrow Agent serving as an escrow agent under this Agreement.

6. CONVEYANCE: Seller agrees to convey the Property to Buyer by Statutory Warranty Deed warranty deed, free and clear of all encumbrances except for the "Permitted Exceptions" as herein set forth. The Property is sold and is to be conveyed subject to: (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits that are to be transferred to Buyer, subject to any present management and or rental commission agreements thereon; (iii) other existing binding agreements provided by Seller within 3 days of the Effective Date; and (iv) other survey matters and title matters as specifically identified as "Permitted Exceptions" herein (collectively referred to as the "Permitted Exceptions").

7. TITLE INSURANCE:

a. Seller shall provide, at Buyer's Seller's (*check one*) expense within 15 days after the Effective Date a standard owner's title insurance commitment for the issuance of an owner's title insurance policy by NAME

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OF TITLE COMPANY: Signature Title ("Title Company") in the amount of the Purchase Price showing fee simple title to the Property to be in Seller, together with the documents relating to exceptions to title referred to therein ("Title Commitment"). Buyer shall notify Seller of any unacceptable liens, encumbrances, restrictions, or other defects or matters ("Title Objections") on or before the expiration of the Inspection Period. In the event that Buyer fails to notify Seller of any Title Objections within said time period, Buyer shall be deemed to have accepted such title and all matters contained therein shall be deemed to be "Permitted Exceptions". In the event that Buyer does provide Title Objections within said time period, within five (5) days following Buyer's delivery of the Title Objections, Seller shall elect (by written notice to Buyer) to cure or decline to correct such Title Objections. If Seller advises Buyer that Seller is unwilling or unable to correct any or all Title Objections or if Seller fails to respond, within five (5) days thereafter, Buyer may elect to terminate this Agreement by giving written notice to Seller, at which time the Earnest Money shall be returned to Buyer subject to the provisions contained in Section 5 hereof. In the event that Buyer fails to provide such notice during such time, Buyer shall be deemed to have accepted such title and such matters shall be deemed to be "Permitted Exceptions".

b. At Closing, Buyer Seller (*check one*) shall pay for the owner's title insurance policy ("Owner's Policy") to be issued by the Title Company pursuant to the Title Commitment which shall contain references to the Permitted Exceptions.

8. SURVEY: Within five (5) days of the Effective Date, Seller shall provide, at its expense, any existing surveys of the Property which the Seller has in its possession. During the Inspection Period, Buyer has the right to obtain a new survey of the Property, at its expense.

9. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of real estate similar to the Property, including all ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Buyer as of the Closing Date, and any advance escrow deposits held by Mortgagees shall be credited to Seller. The cost of recording the deed shall be paid by the Buyer.

10. CLOSING & POSSESSION DATES:

a. The consummation of the sale transaction contemplated herein is referred to as the "Closing". The sale shall be closed and the deed delivered on or before 15 days from the expiration of the Due Diligence Period except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title of the Property, as provided for herein ("Closing Date").

b. At the Closing, Seller shall deliver to Buyer:

- (i) A deed as provided for herein;
- (ii) FIRPTA statements as required herein;
- (iii) Litigation and lien affidavits executed by Seller, in such form as approved by Title Company;
- (iv) Lien waivers executed by Seller, in such form as approved by the Title Company; and
- (v) Such other documents and instruments as may be reasonably required to effectuate the Closing as herein contemplated.

c. At the Closing, Buyer shall deliver to Seller:

- (i) Currently available funds in the amount equal to the Closing Payment adjusted as provided herein, and

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(ii) Such other documents and instruments as may be reasonably required to effectuate the Closing as herein contemplated.

d. Possession of the Property shall be given to Buyer on the Closing Date.

11. DISCLAIMER: Seller and Buyer acknowledge that they have not relied upon advice or representations of Agent (or Agent's associated salesperson(s)) relative to (i) the legal or tax consequences of this Agreement and the sale, purchase or ownership of the Property; (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property including projections of income or operating expenses; (viii) compliance requirements of the Americans with Disabilities Act; (ix) the existence of any hazardous or toxic waste, substance, or material, including without limitation any asbestos or any oil or pesticides; (x) any state of facts which would be disclosed by an accurate survey of the Property; or (xi) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Buyer have sought and obtained independent advice relative thereto.

12. SELLER WARRANTIES: Seller warrants that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that Seller is the fee owner of the Property or is authorized to execute this document for the fee owner. Seller also represents that, to the best of its knowledge, except as may otherwise be expressly disclosed herein, Seller has not released or disposed of any hazardous or toxic waste, substance or material, including without limitation any asbestos or any oil or pesticides (collectively, "Hazardous Substances"), on or about the Property; has not disposed of or arranged for the disposition of any Hazardous Substances from the Property except in compliance with all applicable federal, state or local laws; and no Hazardous Substances exist on the Property or about the Property that threaten the Property. Seller makes no warranty that the Property is suitable for any particular purpose, nor that the Property is in compliance with the requirements of the Americans with Disabilities Act. **THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.**

13. RISK OF LOSS: Seller agrees to keep in force hazard insurance on the Property until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the Effective Date and the Closing Date, through no fault of the Buyer or its agents, and Seller is unable or unwilling to restore it to its previous condition prior to Closing, Buyer shall have the option of canceling this Agreement and receiving the Earnest Money or accepting the Property in its then condition. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise shall be payable to Buyer.

14. HAZARDOUS SUBSTANCES: Seller and Buyer expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Buyer and Agent(s) shall not be held responsible therefor.

15. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): At the Closing, Seller and Buyer shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

16. SELECTION OF ATTORNEY: The parties hereto acknowledge and agree that, if they have agreed to share the fees of a closing attorney hereunder, such sharing of fees may involve a potential conflict of interest and they may be required to execute an affidavit at Closing acknowledging their recognition and acceptance of same. Each

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of the parties acknowledges that he has a right to be represented at all times in connection with this Agreement and the Closing by an attorney of his own choosing, at his own expense.

17. ADDITIONAL PROVISIONS: Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Agreement.

18. FACSIMILE AND COUNTERPART SIGNATURES: This agreement may be executed in counterparts and by either party or by both parties by telecopy or facsimile and shall be binding upon the party so executing it upon receipt by the other party of the signature.

19. NO ADDITIONAL BROKERS: Buyer and Sellers represent and warrant to each other that there are no real estate brokers or agents or other persons owed any commission, finder's fee, or other compensation respecting the transaction contemplated herein, except for those parties specifically referenced herein.

20. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence of this Agreement.

21. NOTICE: All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be deemed to have been served on the date mailed by United States registered or certified mail, return receipt requested, with postage prepaid. All such notices and communications shall be addressed to the parties hereto at the respective addresses set forth at page 1 hereof, or at such other addresses as either may specify to the other in writing.

22. 1031 EXCHANGE: The parties acknowledge that either of them may elect to effect the disposition of the Property pursuant to this Agreement as a like-kind exchange pursuant to Section 1031 of the United States Internal Revenue Code (an "Exchange"). The parties agree to cooperate with one another in all respects in effecting such Exchange, including, without limitation, by executing and delivering such documents as may be customarily required in such exchange transactions, provided that the parties shall not be required to incur any expense or additional obligation in connection therewith.

23. CONFIDENTIAL INFORMATION; INSPECTIONS: Buyer shall use reasonable efforts to treat and hold all information furnished by Seller to Buyer in the course of Buyer's inspections and investigations of the Property as confidential information by Buyer and Buyer shall return all such information to Seller at Buyer's expense in the event the transaction contemplated by this Agreement does not close for any reason whatsoever. In addition, Buyer shall use reasonable efforts to treat and hold all reports, engineering studies, analyses and other documents and information resulting from investigations by Buyer, or any of its employees, agents or representatives obtained in the course of Buyer's inspections and investigations of the Property as confidential information and copies of all such documents shall be delivered to Seller at Seller's expense in the event the transaction contemplated by this Agreement does not close for any reason whatsoever.

24. BIRMINGHAM ASSOCIATION OF REALTORS® ("BAR") DISCLAIMER, WAIVER AND RELEASE OF CLAIMS. This provision, without any changes, modifications, deletions or revisions, must be included in all BAR form documents that include any reference to BAR. The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND BAR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY AND/OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS HEREOF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of specific general application, and may not be applicable to specific facts and circumstances, may not address given party's specific conditions or requirements, and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction, (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions,

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modifications or changes to it, any and all revisions, modifications or changes to the original form should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original version; (D) BAR has made the original version of this document and other document forms available to BAR's members as a service, but makes no representation or warranty, expressed or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) BAR document forms are updated by BAR from time to time, and BAR recommends to the parties that they use the most current, updated version of any such document forms; and (F) by executing this document the parties hereto hereby waive and release BAR, its officers, directors, members, attorneys, employees, and agents, from any and all claims, demands, and/or causes of action (whether known or unknown) arising out of, pertaining to, or resulting directly or indirectly from the use of this form document.

25. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Agent nor any other sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. Any further changes or modifications to this Agreement must be in writing and signed by the parties hereto.

THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

DocuSigned by:
Vickey Davis 5/12/2026
Buyer New Hope Ministries Inc. - Vickey Davis (Date)

Witness to Buyer's Signature

Witness to Buyer's Signature

Witness to Seller's Signature

Witness to Seller's Signature

Buyer (Date)

Seller Presbytery of Sheppards & Lapsley (Date)

Seller (Date)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinafter set forth;

_____ Cash Check

Firm _____
BY: _____ ERA King Real Estate

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COMMISSION: THE COMMISSION PAYABLE TO THE AGENT(S) IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE AGENTS(S) AND THE CLIENT.

In this Agreement Seller Buyer (check one or both) agrees to pay to ERA King and Foundry Commercial, LLC, Agents(s) in this transaction, in CASH at Closing, a commission in the amount of six percent (6%) of the total purchase price.

Seller/Buyer Presbytery of Sheppards and Lapsley, Inc
DocuSigned by:
Anna King 5/13/2026
Broker/Agent Anna King

DocuSigned by:
Vickey Davis 5/12/2026
8842481A614947C
Seller/Buyer New Hope Ministries Inc, Vickey Davis
Signed by:
Gabby Alvarez 5/13/2026
Broker/Agent Gabby Alvarez

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COMMERCIAL SALES AGREEMENT

Date: _____

(SELLER) **The Presbytery of Sheppards and Lapsley, Inc.** hereby agrees to sell and or assigns **Minerva Hernandez and Pedro Valeriano** (PURCHASER) , and or assigns, hereby agrees to purchase the following described real estate, together with all improvements thereon and appurtenances thereto (Property) situated in the City of Center point, County of Jefferson, Alabama, on the terms stated below:

Address **2650 CenterPoint Parkway, CenterPoint, Al**

AND LEGALLY DESCRIBED AS: Exiting Buildings and 10 +- Acrea of Land.

Lot(s) _____ Block _____ Survey _____

Parcel I D # 12-00-07-3-007-014.000

Map Book 92 & 169 Page 34, as recorded in the office of the Judge of Probate of Jefferson, County.

1. **THE PURCHASE PRICE** shall be **\$ 300,000.00** , payable as follows:

EARNEST MONEY , (see below)	\$ 5,000.00
CASH on closing this sale	\$ 295,000.00

2. **AGENCY DISCLOSURE:** The listing company is: Commercial Realty Partners, LLC

The selling company is:..NA

The listing company is: *(Two blocks may be checked)*

- An agent of the seller.
- An agent of the buyer.
- An agent of both the seller and buyer and is acting as a limited consensual dual agent.
- Assisting the buyer seller *(check one or both)* as a transaction broker.

The selling company is: *(Two blocks may be checked)NA*

- An agent of the seller.
- An agent of the buyer.
- An agent of both the seller and buyer and is acting as a limited consensual dual agent.
- Assisting the buyer seller *(check one or both)* as a transaction broker.

Purchaser's Initials MH

Seller's Initials _____

3. **CONDITION OF PROPERTY:** Neither Seller nor any Agent makes any representations or warranties regarding condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances, and the roof and the basement, including floors; structural condition; subsurface condition; utility and sewer or septic tank availability and condition.

a. Except as may be required in order to comply with paragraph 3b below, Seller shall not be required to make any repairs to the Property whatsoever under this Agreement. Subject to paragraph 3c below, Purchaser

accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, if the Property suffers material damage beyond ordinary wear and tear prior to the closing date, and Seller refuses to pay for any repairs reasonably required to restore the Property to a condition at least as good as previously existing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the Agreement and recover the earnest money by notifying Seller in writing of the cancellation within 48 hours of Purchaser's receipt of Seller's notice of refusal to pay for such repairs; provided, that the notice of cancellation must in any event be received prior to closing.

~~b. It shall be the responsibility of Purchaser to inspect said systems and equipment prior to closing, and to notify Seller immediately of any systems that are not in operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively establish that Seller has satisfied this covenant.~~

c. Within 5 days of the date of this Agreement, Purchaser may have an engineer perform a site investigation, at Purchaser's expense, of said Property to determine the existence and levels of hazardous substances on the said Property. If such investigation reveals evidence that said Property contains any hazardous or toxic waste, substance or material, or any oil or pesticides, Purchaser may, at its option, rescind this Agreement and the earnest money shall be refunded. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this Agreement are satisfied before closing. After closing, all conditions of the Property, as well as any aforementioned items and systems, are the responsibility of the Purchaser. **THE AGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF THE SUBJECT PROPERTY.**

d. Inspection period shall be 60 days of the date of this agreement, Purchaser may make additional inspections, including but not limited to structural, feasibility studies, and Purchaser shall submit a complete application for financing within ten (10) days of the execution of this Agreement for the purpose of securing such financing. If such investigation or arrangement of financing is not satisfactory at Purchaser's sole discretion the said contract at Purchaser's option may be rescinded and all earnest money refunded.

4. EARNEST MONEY & PURCHASERS' DEFAULT: Seller and Purchaser hereby direct the listing company, or **Land Title**, to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the listing company. In the event Purchaser fails to carry out and perform the terms of this contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. If this Contract does not close and the earnest money is to be turned over to Seller or refunded to Purchaser pursuant to this Contract, Seller and Purchaser agree to execute a written release to the listing company affirming the proper

disposition of the earnest money. In the event both Seller and Purchaser claim the earnest money, or either Seller or Purchaser refuses or fails to execute a release, the listing company may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct or recover from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. When the earnest money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the Contract without further recourse on the part of Purchaser.

5. CONVEYANCE: Seller agrees to convey the Property to Purchaser by **Statutory** warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to : (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits that are to be transferred to Purchaser, subject to any present management and or rental commission agreements thereon; (iii) present zoning classification of 691 Religious Activities; (iv) is is not unknown located in a flood plain; and (v) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes.

6. TITLE INSURANCE: Seller agrees to furnish Purchaser a standard form title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless herein excepted; otherwise, the earnest money shall be refunded. If a Mortgagee's title insurance policy is obtained by Purchaser at the time of closing, the total expense of the owner's and Mortgagee's policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller.

7. SURVEY: Purchaser does does not (*check one*) require a survey by a registered Alabama land surveyor of Purchaser's choosing. The survey shall be at Purchaser's Seller's expense (*check one*).

8. PRORATIONS: Ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by Mortgagees shall be credited to Seller. **UNLESS AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.**

9. CLOSING & POSSESSION DATES: Time is of the essence. The sale shall be closed and the deed delivered on or before thirty (30) days after the expiration of the Inspection Period, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title of the Property. Possession is to be given on delivery of the deed, if the Property is then vacant; otherwise possession shall be delivered on at closing at TBD (A.M.) (P.M.)

10. DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salesperson(s)) relative to (i) the legal or tax consequences of this Agreement and the sale, purchase or ownership of the Property; (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of

utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property including projections of income or operating expenses; (viii) compliance requirements of the Americans with Disabilities Act; (ix) the existence of any hazardous or toxic waste, substance, or material, including without limitation any asbestos or any oil or pesticides; (x) any state of facts which would be disclosed by an accurate survey of the Property; or (xi) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. SELLER WARRANTIES: that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that Seller is the fee owner of the Property or is authorized to execute this document for the fee owner. Seller also represents that, to the best of its knowledge, except as may otherwise be expressly disclosed herein, Seller has not released or disposed of any hazardous or toxic waste, substance or material, including without limitation any asbestos or any oil or pesticides (collectively, "Hazardous Substances"), on or about the Property; has not disposed of or arranged for the disposition of any Hazardous Substances from the Property except in compliance with all applicable federal, state or local laws; and no Hazardous Substances exist on the Property or about the Property that threaten the Property. **THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.** Seller makes no warranty that the Property is suitable for any particular purpose, nor that the Property is in compliance with the requirements of the Americans with Disabilities Act.

12. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this Agreement and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

13. HAZARDOUS SUBSTANCES: Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and Broker(s) shall not be held responsible therefor.

14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

15. SELECTION OF ATTORNEY: The parties hereto acknowledge and agree that, if they have agreed to share the fees of a closing attorney hereunder, such sharing of fees may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. Each of the parties acknowledge that he has a right to be represented at all times in connection with this Agreement and the closing by an attorney of his own choosing, at his own expense.

16. ADDITIONAL PROVISIONS: Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Agreement.

