

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the “Agreement”) is made and entered into as of January 24, 2016 by and between **Northern Hills Fellowship**, an Ohio non-profit corporation (“Northern Hills”) (hereinafter called the “Surviving Corporation” when referring to Northern Hills as it exists after the Effective Date, as defined in Section 2), and **The Gathering, U.C.C.**, an Ohio non-profit corporation (“The Gathering”).

RECITALS

WHEREAS, both Northern Hills and The Gathering are churches with similar religious beliefs; and

WHEREAS, certain synergies exist among the leaders and congregations of both Northern Hills and The Gathering;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties hereto that Northern Hills and The Gathering shall enter into a statutory merger in accordance with the provisions of Section 1702.41, et. seq., of the Ohio Revised Code, and that the terms and conditions of such merger (the “Merger”), and the mode of carrying the same into effect, shall be as follows:

Section 1. Purpose. The Gathering shall be merged with and into Northern Hills, and Northern Hills shall be the surviving corporation. Upon the Effective Date, the separate corporate existence of The Gathering shall thereupon cease. The Surviving Corporation shall exist under, and be governed by, the laws of the State of Ohio.

Section 2. Surviving Corporation Name and Affiliation. Upon the consummation of the Merger, the name of the Surviving Corporation shall become The Gathering at Northern Hills, a Unitarian Universalist Community. The Surviving Corporation shall remain a Unitarian Universalist Church.

Section 3. Principal Office. The principal office of the Surviving Corporation shall be 460 Fleming Road, Cincinnati, Ohio 45231.

Section 4. Articles of Incorporation. The Articles of Incorporation attached hereto as **Exhibit A**, shall be the Articles of Incorporation of the Surviving Corporation. However, Northern Hills and the Gathering agree to adopt revised Articles of Organization acceptable to both Northern Hills and the Gathering after the completion of the Merger proposed herein.

Section 5. Code of Regulations. The Constitution and Bylaws attached hereto as **Exhibit B**, shall be the Code of Regulations of the Surviving Corporation.

Section 6. First Directors/Trustees and Officers of the Surviving Corporation. The names and addresses of those persons who shall serve as directors/trustees and officers of the Surviving Corporation are listed on **Exhibit C** attached hereto.

Section 7. Statutory Agent. The statutory agent for the Surviving Corporation upon whom any process, notice or demand against it shall be served is Mark Mueller.

Section 8. Minister. The respective Boards of Directors/Trustees of Northern Hills and The Gathering have agreed that Doug Slagle, the Minister at The Gathering, shall become the Minister of the Surviving Corporation.

Section 9. Representations and Warranties of Northern Hills. Northern Hills hereby represents and warrants to The Gathering as follows:

(A) Organization and Good Standing. Northern Hills is a non-profit, public benefit corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), is affiliated with the Unitarian Universalist Church and has the corporate power and authority to operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted.

(B) Power, Authorization and Validity. Northern Hills has the right, power, legal capacity and authority to: (i) carry on its programs and activities as now conducted and as proposed to be conducted; (ii) use and lease its properties in the manner in which its properties are currently used and leased and in the manner in which its properties are proposed to be used and leased; and (iii) enter into and perform its obligations under this Agreement and all other agreements to which Northern Hills is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of such agreements have been duly and validly approved and authorized by the Board of Directors/Trustees of Northern Hills.

(C) Litigation. There is no proceeding pending against Northern Hills nor, to Northern Hills's knowledge, has any proceeding been threatened that, if determined adversely to the interests of Northern Hills, would have a material adverse effect on Northern Hills's ability to enter into this Agreement, or to effect the Merger or carry out Northern Hills's post-Merger commitments hereunder.

(D) Consents. No consent by, approval or authorization of or filing, registration or qualification with any governmental authority is required for the negotiation, execution, delivery or performance of this Agreement by Northern Hills or in connection with the Merger. Northern Hills has informed the Unitarian Universalist Church of the Merger and no further action regarding the Unitarian Universalist Church is required.

(E) Contracts. Copies of all material contracts to which Northern Hills is a party, including all real estate leases, if any, and all material contracts with a term expiring beyond December 31, 2016 or with an automatic renewal right, have been made available to The Gathering for its review. Neither the execution of this Agreement nor the Closing will violate or result in a breach of, or constitute a default under, any contract or any other agreement, lease, covenant or instrument to which Northern Hills is a party or is otherwise bound.

(F) Compliance with Laws. Northern Hills has no notice of noncompliance, and is in compliance with all applicable statutes, rules, regulations, ordinances, codes, orders,

licenses, permits and authorizations, the noncompliance with which could have a material adverse effect on Northern Hills's performance under this Agreement. All actions of Northern Hills required by law have been taken, and all reports and returns required to be filed by Northern Hills have been filed except for actions, reports and returns, if any, where the failure to take such action or file such reports or returns cannot result in the imposition of any material penalty or liability for such failure. Neither the execution and delivery of this Agreement, nor compliance with its terms and conditions on the part of the Northern Hills will constitute a violation of any statute or regulation applicable to Northern Hills.

(G) Financial Statements. Northern Hills's financial records have been consistently prepared and reviewed by the congregation of Northern Hills and fairly present the financial condition of Northern Hills as of their purported date. Since the date of the most recent financial statements disclosed to The Gathering, there have been no material changes in the programs, financial condition or operations of Northern Hills, nor any additional material liabilities incurred by Northern Hills other than in the ordinary course of its business.

(H) Programs. There have been no events, changes or occurrences which have had, or are reasonably likely to have, individually or in the aggregate, a material effect on the programs of Northern Hills.

(I) Assets. Northern Hills has good and marketable title to the tangible assets used regularly in the conduct of its programs and activities.

(J) Taxes. Northern Hills has timely filed all tax returns that it was required to file and has made available to The Gathering for its review correct and complete copies of all federal tax returns filed by Northern Hills in the last three (3) years.

Section 10. Representations And Warranties of The Gathering. The Gathering hereby represents and warrants to Northern Hills as follows:

(A) Organization and Good Standing. The Gathering is a non-profit, public benefit corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, is exempt from federal income taxation under Section 501(c)(3) of the Code, was affiliated with the United Church of Christ and informed the United Church of Christ of its withdrawal. The Gathering is not required to take any additional action regarding its withdrawal from the United Church of Christ, and has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted.

(B) Power, Authorization and Validity. The Gathering has the right, power, legal capacity and authority to: (i) carry on its programs and activities as now conducted; (ii) use and lease its properties in the manner in which its properties are currently used and leased; and (iii) enter into and perform its obligations under this Agreement and all other agreements to which The Gathering is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of such agreements have been duly and validly approved and authorized by the Board of Directors/Trustees of The Gathering.

(C) Litigation. There is no proceeding pending against The Gathering nor, to The Gathering's knowledge, has any proceeding been threatened, that, if determined adversely to the interests of The Gathering, would have a material adverse effect on The Gathering's ability to enter into this Agreement, or to effect the Merger or carry out The Gathering's post-Merger commitments hereunder.

(D) Consents or Approvals. No consent by, approval or authorization of or filing, registration or qualification with any governmental authority is required for the negotiation, execution, delivery or performance of this Agreement by The Gathering or in connection with consummation by The Gathering of the transaction contemplated hereunder. No further consents or approvals are required from the United Church of Christ regarding The Gathering's withdrawal from the United Church of Christ or entering into the Merger.

(E) Contracts. Copies of all material contracts to which The Gathering is a party, including all real estate leases, provider agreements, and all material contracts with a term existing beyond December 31, 2015 or with an automatic renewal, have been made available to Northern Hills for its review. Except for those documents listed in Exhibit D, neither the execution of this Agreement nor the Closing will violate or result in a material breach of, or constitute a default under, a material contract or any other material agreement, lease, covenant or instrument to which The Gathering is a party or is otherwise bound.

(F) Compliance with Laws. The Gathering has no notice of noncompliance, and is in compliance with all applicable statutes, rules, regulations, ordinances, codes, orders, licenses, permits and authorizations, the noncompliance with which could have a material adverse effect on The Gathering's performance under this Agreement, or on The Gathering's ability to carry on the programs and activities of The Gathering following the Merger. All actions of The Gathering required by law have been taken, and all reports and returns required to be filed by The Gathering have been filed except for actions, reports and returns, if any, where the failure to take such action or file such reports or returns cannot result in the imposition of any material penalty or liability for such failure. Neither the execution and delivery of this Agreement, nor compliance with its terms and conditions on the part of The Gathering will constitute a violation of any statute or regulation applicable to The Gathering.

(G) Financial Statements. The Gathering's financial records have been consistently prepared and reviewed by its congregation and fairly present the financial condition of the The Gathering as of their purported date. Since the date of the most recent financial statements disclosed to Northern Hills, there have been no material changes in the programs, financial condition or operations of The Gathering, nor any additional material liabilities incurred by The Gathering other than in the ordinary course of its business.

(H) Programs. There have been no events, changes or occurrences which have had, or are reasonably likely to have, individually or in the aggregate, a material effect on the programs of The Gathering.

(I) Assets. The Gathering has good and marketable title to the tangible assets used regularly in the conduct of its programs and activities.

(J) Taxes. The Gathering has timely filed all tax returns that it was required to file, and has made available to Northern Hills correct and complete copies of all federal tax returns filed by The Gathering in the last three (3) years.

(K) Real Estate. The Gathering does not own any interest in real property.

(L) Employees. No employees of The Gathering are employed under a written employment contract or agreement. The Gathering has disclosed to Northern Hills a list of all its employees and a description of all benefits provided by The Gathering to its employees attached as **Exhibit E**.

(M) Employee Benefit Plans.

(i) Except as set forth on **Exhibit E**, neither The Gathering nor any ERISA Affiliate (as defined below) maintains, has ever maintained or contributed to, or has any liability or contingent liability with respect to any “employee pension benefit plans” as defined in Section 3(2) of ERISA, any “employee welfare benefit plan” as defined in Section 3(1) of ERISA, any 403(b) plan (collectively referred to as the “Benefit Plans”) or any “specified fringe benefit plan” as defined in Section 6039D of the Code (“SFB Plans”) (together, Benefit Plans and SFB Plans shall be referred to collectively as the “Plans” and individually as a “Plan”). For purposes of this Agreement, the term “ERISA Affiliate” means, with respect to The Gathering, any corporation, trade or business which, together with The Gathering, is a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

(iii) The Gathering has complied with COBRA in all material respects.

(iv) The Gathering has no retiree health plan obligations (other than COBRA).

(v) The Gathering and its ERISA Affiliates have never incurred any withdrawal liability relating to a “multiemployer plan” as defined in Section 3(37) or 4001(a) of ERISA and do not reasonably expect to incur any withdrawal liability relating to a multiemployer plan. The Gathering and its ERISA Affiliates have not incurred nor reasonably expect to incur any liability under Title IV of ERISA.

Section 11. Conditions to Obligations of The Gathering. The Gathering’s obligations to consummate the Merger and to take the other actions contemplated herein are subject to the fulfillment or satisfaction, at or prior to the Closing, of each of the following conditions (any one or more of which may be individually waived by The Gathering in a signed writing):

(A) Accuracy of Representations and Warranties. The representations and warranties of Northern Hills, whether contained in this Agreement or set out in any other document delivered by Northern Hills to The Gathering in connection with this Merger, shall be true and accurate in every material respect (other than to the extent any such change is a result of the Merger) on and as of the Effective Date with the same force and effect as if they had been

made at the Effective Date, and The Gathering shall have received a certificate to such effect executed by an officer of Northern Hills.

(B) Covenants. Northern Hills shall have performed and complied in all material respects with all of its covenants contained herein at or prior to the Effective Date and The Gathering shall have received a certificate to such effect executed by an officer of Northern Hills.

(C) Compliance with Law. There shall be no order or threat of an order, or any other fact or circumstance, which would prohibit or render illegal the transactions contemplated by this Agreement.

(D) No Material Adverse Change. Northern Hills shall not have experienced any material adverse change to its programs, financial condition or operations between the date of its disclosure of information to The Gathering pertaining to all of these subjects and the Effective Date, other than to the extent that any such change is a result of the proposed Merger. The Gathering shall have received a certificate to such effect executed by an officer of Northern Hills.

(F) Consents. The Gathering and Northern Hills shall each have received duly executed copies of all material third-party consents and approvals contemplated by this Agreement for The Gathering to consummate the transactions contemplated by this Agreement in form and substance reasonably satisfactory to The Gathering.

(G) Documents. The Gathering and Northern Hills shall each have received all written consents, assignments, waivers, authorizations or other certificates reasonably deemed necessary by The Gathering for the performance of this Agreement.

(H) Director/Trustee and Member Approval. The directors/trustees and members of The Gathering shall have approved and adopted this Agreement by a favorable vote of the requisite number of directors/trustees and members entitled to vote thereon.

Section 12. Conditions to Obligations of Northern Hills. Northern Hills's obligations to consummate the Merger and to take the other actions contemplated in this Agreement are subject to the fulfillment or satisfaction, at or prior to the Closing, of each of the following conditions (any one or more of which may be individually waived by Northern Hills in a signed writing):

(A) Accuracy of Representations and Warranties. The representations and warranties of The Gathering, whether contained in this Agreement or set out in any other document delivered by The Gathering to Northern Hills in connection with this Merger, shall be true and accurate in every material respect (other than to the extent any such change is a result of the Merger) on and as of the Effective Date with the same force and effect as if they had been made at the Effective Date, and Northern Hills shall have received a certificate to such effect executed by an officer of The Gathering.

(B) Covenants. The Gathering shall have performed and complied in all material respects with all of its covenants contained herein at or prior to the Effective Date and Northern Hills shall have received a certificate to such effect executed by an officer of The Gathering.

(C) Compliance with Law. There shall be no order or threat of an order, or any other fact or circumstance, which would prohibit or render illegal the transactions contemplated by this Agreement.

(D) No Material Adverse Change. The Gathering shall not have experienced any material adverse change to its programs, financial condition or operations, from the date of its disclosure of information to Northern Hills pertaining to all of these subjects and the Effective Date, other than to the extent that any such change is a result of the proposed Merger. Northern Hills shall have received a certificate to the effect that no such material adverse change has occurred, executed by an officer of The Gathering.

(E) Consents. The Gathering and Northern Hills shall each have received duly executed copies of all material third-party consents and approvals contemplated by this Agreement for Northern Hills to consummate the transactions contemplated by this Agreement in form and substance reasonably satisfactory to Northern Hills.

(F) Documents. The Gathering and Northern Hills shall each have received all written consents, assignments, waivers, authorizations or other certificates reasonably deemed necessary by Northern Hills for the performance of this Agreement.

(G) Director/Trustee and Member Approval. The directors/trustees and members of Northern Hills shall have approved and adopted this Agreement by a favorable vote of the requisite number of directors/trustees and members entitled to vote thereon.

(H) Severance of Affiliation. The Gathering shall have severed any affiliation with the United Church of Christ prior to the Effective Date.

Section 13. Assets and Liabilities. Upon the Closing, all of the rights, privileges, immunities, powers, and authority, of a public as well as of a private nature, and all property and assets of every kind and description, and every interest therein, of each of the two (2) corporations, Northern Hills and The Gathering, including without limitation, patents, trademarks, licenses and registrations and stock owned by Northern Hills and The Gathering, shall be vested in and be held and enjoyed by Northern Hills as the Surviving Corporation without further act or deed, and all of the estates and interests of every kind of Northern Hills and The Gathering including all debts due to either of them on whatever account, shall be as effectually the property of Northern Hills as they were of Northern Hills or The Gathering, as the case may be, and the title to any real estate or any interest therein, vested by deed or otherwise in either Northern Hills and The Gathering, shall not revert or be in any way impaired by reason of the Merger but shall be vested in Northern Hills. Upon the Closing, all rights of creditors and all liens upon any property of either Northern Hills or The Gathering shall be preserved unimpaired, and all debts, liabilities and duties of Northern Hills and The Gathering shall thenceforth attach

to Northern Hills and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 14. The Gathering Endowment Funds and The Gathering Board Designated Funds. The Gathering endowment funds, and any funds designated by the board of The Gathering for specific programs, as identified in **Exhibit F**, shall be accepted by Northern Hills on the terms and conditions presently existing with respect to said endowments, the terms of which are contained in **Exhibit F** attached hereto.

Section 15. Integration Matters. For as long after the Effective Date as may be necessary or desirable, the Board shall cooperate in good faith to identify and, to the extent practicable, resolve matters regarding the orderly integration of The Gathering's and Northern Hills's respective programs and operations.

Section 16. Indemnity by Northern Hills. Northern Hills hereby indemnifies and holds harmless the current officers, directors/trustees, agents, members and employees of The Gathering from and against any and all claims, demands, actions, causes of actions, losses, costs, damages, liabilities and expenses brought against or incurred by such persons, including, without limitation, reasonable legal fees, reduced by any recovery under policies of insurance, arising out of any misrepresentation or breach of or default in connection with any of the representations, warranties, covenants and agreements given or made by Northern Hills in this Agreement or any agreement, certificate, document or instrument delivered by or on behalf of Northern Hills pursuant to this Agreement.

Section 18. Indemnity by The Gathering. The Gathering hereby indemnifies and holds harmless the current officers, directors/trustees, agents, members and employees of Northern Hills from and against any and all claims, demands, actions, causes of actions, losses, costs, damages, liabilities and expenses brought against or incurred by such persons, including, without limitation, reasonable legal fees, reduced by any recovery under policies of insurance, arising out of any misrepresentation or breach of or default in connection with any of the representations, warranties, covenants and agreements given or made by The Gathering in this Agreement or any agreement, certificate, document or instrument delivered by or on behalf of The Gathering pursuant to this Agreement.

Section 19. Amendment. Northern Hills and The Gathering may, by mutual written agreement approved by their respective Boards of Directors/Trustees, at any time and from time to time, amend or modify this Agreement in order to facilitate the performance hereof or to comply with any applicable law of any jurisdiction or any applicable regulation of any public agency or authority, or in any other manner deemed appropriate by the respective Boards of Directors/Trustees.

Section 20. Termination. The Board of Directors/Trustees of The Gathering or Northern Hills may terminate this Agreement in writing at any time before the Effective Date if the Board of Directors/Trustees of The Gathering or Northern Hills determines such termination to be in the best interest of The Gathering or Northern Hills. This Agreement shall automatically terminate without a vote of the Board of Directors/Trustees of Northern Hills or The Gathering if

the Certificate of Merger has not been filed with the Ohio Secretary of State by Northern Hills on or before March 31, 2016.

Section 21. Effective Date. The Merger provided for herein shall become effective on the later of (A) filing of the Certificate of Merger with the Ohio Secretary of State or (B) March 31, 2016 (the “Effective Date”).

Section 22. Survival. All representations, warranties, covenants and agreements of Northern Hills and The Gathering contained in this Agreement will remain operative and in full force and effect, regardless of any investigation made by or on behalf of the parties to this Agreement.

Section 24. Confidentiality. The Gathering and Northern Hills each recognize that they have received and will receive confidential information concerning the other during the course of the Merger negotiations, preparations and due diligence. Accordingly, The Gathering and Northern Hills each: (A) shall use its respective best efforts to prevent the unauthorized disclosure of any confidential information concerning the other that was or is disclosed during the course of such negotiations, preparations and due diligence; and (B) shall not use or permit to be used any such confidential information other than for the purpose of effectuating the Merger and related transactions. The obligations of this section will not apply to information that: (A) is or becomes part of the public domain other than by fault of the receiving party; (B) is disclosed by the disclosing party to third parties without restrictions on disclosure; (C) is received by the receiving party from a third party without breach of a contractual or fiduciary nondisclosure obligation to the other party; or (D) is required to be disclosed by law. If this Agreement is terminated, this Section 24 shall survive termination and all copies of documents containing confidential information shall be returned by the receiving party to the disclosing party.

Section 25. Further Assurances. If, at any time before or after the Effective Date, Northern Hills considers or is advised that any further assignments or assurances are reasonably necessary or desirable to vest, perfect or confirm in Northern Hills title to any rights of The Gathering, The Gathering and its proper officers and directors/trustees are authorized and shall use their best efforts to execute and deliver all such proper assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such rights in Northern Hills and otherwise to carry out the purpose of this Agreement.

Section 26. Entire Agreement. This Agreement and any exhibits hereto constitute the entire understanding and agreement of the parties to this Agreement with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to the subject matter hereof.

Section 27. Assignment; Binding Upon Successors and Assigns. No party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 28. No Third Party Beneficiaries. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any party unless specifically provided otherwise herein and, except as so provided, all provisions hereof will be personal solely between the parties to this Agreement.

Section 29. Construction of Agreement. This Agreement has been negotiated by the respective parties hereto and their attorneys and have been reviewed by each party hereto. Accordingly, no ambiguity in the language of this Agreement shall be construed for or against either party.

Section 30. Section Headings. The titles and headings herein are for convenience purposes only and shall not in any manner limit the construction or interpretation of this Agreement, which shall be considered as a whole.

Section 31. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties hereto. Except as explicitly specified herein, no party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other party. Except as explicitly specified herein, no party will have the power to control the activities and operations of the other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. Except as explicitly specified herein, no party will have any power or authority to bind or commit the other. No party will hold itself out as having any authority or relationship in contravention of this Section 31.

Section 32. Extension and Waivers. At any time, The Gathering and Northern Hills may, to the extent legally allowed: (a) extend the time for performance of any of the obligations of the other party; (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto; and (iii) waive compliance with any of the agreements, covenants or conditions for the benefit of such party contained herein. Any extension or waiver will be valid only if set forth in writing and signed by the parties hereto. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

Section 33. Severability. If any provision of this Agreement be invalid or unenforceable, the remainder of this Agreement shall be interpreted to reasonably effect the intent of the parties hereto. The parties shall replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of this Agreement.

Section 34. Governing Law. The validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto shall be exclusively governed by and construed in accordance with the laws of the State of Ohio without reference to that body of law relating to conflicts of law or choice of law.

Section 35. Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

Section 36. Specific Performance. The parties acknowledge that irreparable damage will occur in the event that Section 24 of this Agreement is not performed in accordance with its specific terms or is otherwise breached. The parties shall be entitled to an injunction(s) to prevent such breaches and to enforce specifically such provisions in any court of the United States or any state having jurisdiction. This is in addition to any other remedy to which the parties are entitled at law or in equity.

Section 37. Notices. All notices, instructions and other communications required or permitted to be given under this Agreement or necessary or convenient in connection herewith must be in writing and shall be deemed given: (a) when personally served or when delivered by facsimile; (b) one (1) business day after deposit with an overnight courier service; (c) on the business day of transmission if such notice is sent by facsimile or electronic mail and the sender receives electronic confirmation of receipt by the recipient; or (d) on the earlier of actual receipt or the third (3rd) business day following the date on which the notice is deposited in the United States mail, first class certified or registered mail, postage prepaid, addressed as follows:

To The Gathering: Mr. Pete Patterson
5350 Oliver Court
Cincinnati, OH 45241
Email: Ppatterson3@fuse.net

To Northern Hills: Mr. David Hester
241 Hilltop Lane
Wyoming, OH 45215
Email: dhester.wyoming@gmail.com

or to such other address as a party may have furnished to the other parties in writing pursuant to this Section 36.

Section 37. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of each of the parties reflected hereon as signatories.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

Northern Hills Fellowship

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: Secretary

The Gathering, U.C.C.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: Secretary

Exhibit A

Articles of Incorporation – Surviving Corporation

[Please see attached]

Exhibit B

Code of Regulations – Surviving Corporation

[Please see attached]

Exhibit C

List of Initial Directors/Trustees and Officers of the Surviving Corporation

Directors/Trustees

Name	Address
Wes Adamson	1251 Garden Circle, Cincinnati, OH 45215
Sue Cline	6530 Bracken Ridge Avenue, Cincinnati, OH 45213
Robin Crahan	2206 Spinningwheel, Cincinnati, OH 45244
David Hester	241 Hilltop Lane, Wyoming, OH 45215
Pete Patterson	5350 Oliver Court, Cincinnati, OH 45241
Mark Mueller	7478 Lakota Springs Drive, West Chester, OH 45069
Jennifer Schmahl	1 Glen Meadow Court, Glendale, OH 45246
Marti Spiess	7011 Butterwood Drive, Cincinnati, OH 45241

Initial Officers of Surviving Corporation

Office	Name	Address
Co-President	Sue Cline	6530 Bracken Ridge Avenue Cincinnati, OH 45213
Co-President	David Hester	241 Hilltop Lane Wyoming, OH 45215
Co-Treasurer	Pete Patterson	5350 Oliver Court Cincinnati, OH 45241
Co-Treasurer	Mark Mueller	7478 Lakota Springs Drive West Chester, OH 45069
Secretary	Robin Crahan	2206 Spinningwheel Cincinnati, OH 45244

Exhibit D

Material Documents, Provider Agreements and
Contracts Requiring Third Party Consents

Exhibit E

List of The Gathering Employees and Employee Benefits Plans

The Gathering Employees

Name	Title	Hiring Date
Doug Slagle	Minister	Late 2007

The Gathering Staff Member Benefits

(See Attached – Benefit Documents)

Exhibit F

The Gathering Endowment Funds And Designated Funds

- Outreach Fund – The Gathering organizes an annual concert that raises funds restricted to outreach services geared to the homeless and youth. Past recipients of gifts and grants have included Lighthouse Youth Services, Interfaith Hospitality Network and Upswing (fka Faces Without Places).
- Jack J. Smith, Jr., Charitable Trust – The Gathering receives a grant from the Trust to assist with buying and assembling hygiene kits for the Lighthouse Sheakley Center.