

Alternate Closeout Form 2

General Improvement Fund Project Closeout

I do hereby affirm that all funds awarded to this organization under the West Central Arkansas Planning and Development District's General Improvement Fund Program were spent strictly in accordance with the submitted and approved proposed project.

I understand that any monies not spent or not spent in accordance with the approved budget are to be repaid to WCAPDD.

I also affirm that the approved project has been completed and all payments have been made in full. As such, I am officially requesting the formal closure of this grant.

[Handwritten Signature]

Authorized Representative

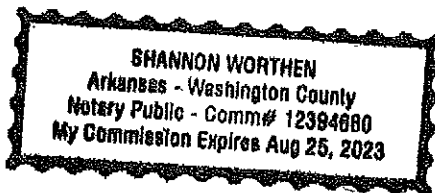
2-27-14

Date

Ecclesia Inc.

Organization

Notary Seal:



Shannon Worthen 5/13/2014

Linda Justice

From: Oren Paris <oparis3@ecollege.edu>
Sent: Wednesday, May 27, 2015 4:40 PM
To: Linda Justice
Subject: Re: GIF Grant #13-1-040
Attachments: DOC.PDF; Untitled attachment 00004.htm; ecollege_logo.jpg; Untitled attachment 00007.htm

Linda,

The following attachment shows proof of purchase. This is the property that GIF Grant #13-1-040 helped to purchase. Sorry we failed to provide this previously.

Thank you,

Oren.



ASSOCIATES CLOSING & TITLE, LLC
FULL SERVICE RESIDENTIAL & COMMERCIAL CLOSINGS
1521 Merrill Drive A-150
Little Rock, Arkansas 72211
(501) 223-0949

January 11, 2014

Ecclesia, Inc.
9653 Nations Drive
Springdale, AR 72762

RE: 3870 ALS Drive
Springdale, AR 72762

Dear Sir/Madam:

Enclosed you will find your Warranty Deed and Owner's Policy of Title Insurance insuring the title to the property you purchased. We suggest that you read this policy carefully in order to familiarize yourself with the coverage this policy provides.

Please take care in securing these documents, as they are valuable. You may rest assured that the title to your land is secure; and if ownership or occupancy is questioned, please notify us immediately.

Should you decide to sell or refinance this property, our firm will reduce the price of your next title insurance policy by 40% of the amount paid at your previous closing. You may contact our office should you have any questions regarding the reissue rate our firm offers. Additionally, please do not hesitate to contact us with any further questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Gates".

Jason Gates
Title Policy Department

Enclosures



ASSOCIATES CLOSING & TITLE, LLC
FULL SERVICE RESIDENTIAL & COMMERCIAL CLOSINGS
Providing Superior Closing and Title Services for Arkansas and Missouri

1521 MERRILL DRIVE, SUITE A-150
LITTLE ROCK, AR 72211
PHONE: (501) 223-0949

*Agent for First American Title Insurance Company
First American Way, Santa Ana, CA 92707
www.firstam.com*

Policyholder Service Office of Company: First American Title Insurance Company

Address: 1st American Way
Santa Ana, CA 92707

Telephone Number: (888) 632-1642


Name of Agent: Associates Closing & Title, LLC

Address: 1521 Merrill Drive, Suite A-150
Little Rock, AR 72211

Telephone Number: (501) 223-0949

If we at Associates Closing & Title, LLC, fail to provide you with reasonable and adequate service, please feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
(501) 371-2640 or (800) 852-5494

	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011405-0003405e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company.

For Reference:
 File #: W4182-030



Dennis J. Gilmore
 Dennis J. Gilmore
 President

Timothy Kemp
 Timothy Kemp
 Secretary

(This Policy is valid only when Schedules A and B are attached)

This packet was created electronically and constitutes an original document

Copyright 2008-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - to be timely, or
 - to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- resulting in no loss or damage to the Insured Claimant; attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer; or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice

of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) **To Pay or Tender Payment of the Amount of Insurance.**
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

Arkansas Title Insurance Number 944890
1521 Merrill Drive A-15D
Little Rock, Arkansas 72211
(501) 228-0949



Agent for
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707
(888) 632-1642

American Land Title Association Owner's Policy – 2006

Issued with Policy No.: 5011305-0002568e

SCHEDULE A

File No.: W4182-030

Policy No.: 5011407-0003405e

Property Address: 3870 ALS Drive, Springdale, AR 72762
Amount of Insurance: \$675,000.00
Date of Policy: December 16, 2013

1. Name of Insured:

Ecclesia, Inc.

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

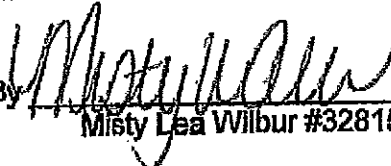
3. Title to the estate or interest in the land is vested in:

Ecclesia, Inc.

4. The land referred to in this policy is located in the County of Benton, State of AR,
and is described as follows:

See Schedule C

First American Title Insurance Company

BY 
Misty Lea Wilbur #328155

SCHEDULE B

File No.: W4182-030

Policy No.: 5011405-0003405e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of land, and that are not shown in the public records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. The coverage afforded by covered matter 2(c) is hereby deleted.
5. Subject to any lien or other defect in title arising under or through the party or parties proposed to be insured under an Owner's Policy.
6. Restrictions, covenants, conditions and easements contained in any Plat, Deed or Bill of Assurance, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
7. Loss arising from security interests evidenced by United States Bankruptcy court as of the effective date hereof.
8. The Homestead Credit which may or may not be reflected in the real estate taxes was based on the previous owner (s) and may not be honored by the county.
9. Subsurface, supersurface or water interests, including, but not limited to coal, oil, gas, limestone and other mineral interest in the land and all rights and easement in favor of the estate of said coal, oil, gas, limestone and other minerals.
10. All assessments and taxes which are not yet due and payable, and subsequent years, and special assessments due or payable therewith, including any unrecorded liens which may be subsequently assessed or collected by the county taxing authority.
11. The exact quantity of land or number of acres or square feet contained within the property described herein is not insured. Any statement of acreage or quantity of land is shown for identification purposes only.
12. Easement to Springdale Water Commission filed Book 504 page 143, September

24, 1976.

SCHEDULE B (continued)

File No.: W4182-030

Policy No.: 5011405-0003405e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

13. Lack of right of access to and from the subject property.
 14. Mortgage from Ecclesia, Inc. to Centennial Bank, dated December 6, 2013, filed for record on December 16, 2013 in Book 2013, Page 262272, in the principal sum of \$480,000.00.
 15. Assignment of Leases and Rents from Ecclesia, Inc to Centennial Bank, dated December 6, 2013, filed for record on December 16, 2013 in Book 2013 at Page 262280, in the principal sum of \$480,000.00.
-

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Elizabeth Middleton Grantee/Agent
9653 Nations Dr.
Springdale, AR 72762 Grantee's Address

Branda Dashiels-Circuit Clerk
Benton County, AR
Book/Pg: 2013/68019
Term/Cashier: CASH/Laura L. Tway
12/16/2013 9:18:42AM
Tran# 268543
Total Fees: \$25.00

Book 2013 Page 68019
Recorded in the Above
DEED Book & Page
12/16/2013

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That James I. Hollingsworth and Patricia J. Hollingsworth, husband and wife, hereinafter called GRANTORS for and in consideration of the sum of Ten Dollars and other good and valuable consideration paid by Ecclesia, Inc., the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Ecclesia, Inc., hereafter called GRANTEE, and unto its assigns forever, the following described property situate in the County of Benton, State of Arkansas, to-wit:

Beginning at a point located N87°32'26" W 475.06 feet of the SE corner of the W 1/2 of the NE 1/4 of Section 24, Township 18 North, Range 31 West; thence N 87°32'26" W 856.90 feet; to the SW corner of the W 1/2 of said Section 24; thence continuing along the South line of the SE 1/4 of the NW 1/4 ; N 87°32'26" W 262.68 feet; thence leaving said South line N02°30'19" E 858.68 feet; thence S87°16'11" E 262.68 feet to a point on the East line of the said SW 1/4 of the NE 1/4 of said Section 24; thence S87°16'11" E 320.41 feet; thence N02°26'34" E 98.91 feet to the North line of the SW 1/4 of the NE 1/4 of said Section 24; thence along said North line 87°33'26" E 503.69 feet; thence S02°46'25" W 46.42 feet; thence S 87°33'26" E 37.39 feet; thence S02°46'25" W 908.76 feet to the point of beginning, containing 23.26 acres, more or less, subject to any easements, covenants or restrictions of record or fact.

More Commonly Known as: 3870 ALS Drive, Springdale, AR

TO HAVE AND TO HOLD the same unto the GRANTEE and assigns forever, with all appurtenances thereunto belonging. And we hereby covenant with GRANTEE that we will forever warrant and defend the title to the property against all lawful claims.

This Instrument Prepared by:
Robert A. Hallinger, Attorney at Law
607 Eureka Ave.
Berryville, AR 72616
P: 870.423.1035

SCHEDULE C

File No.: W4182-030

Policy No.: 5011405-0003405e

The land referred to in this policy is located in the County of Benton, State of AR, and is described as follows:

Beginning at a point located N87°32'26" W 475.06 feet of the SE corner of the W 1/2 of the NE 1/4 of Section 24, Township 18 North, Range 31 West; thence N 87°32'26" W 856.90 feet; to the SW corner of the W 1/2 of said Section 24; thence continuing along the South line of the SE 1/4 of the NW 1/4 ; N 87°32'26" W 262.68 feet; thence leaving said South line N02°30'19" E 858.68 feet; thence S87°16'11" E 262.68 feet to a point on the East line of the said SW 1/4 of the NE 1/4 of said Section 24; thence S87°16'11" E 320.41 feet; thence N02°26'34" E 98.91 feet to the North line of the SW 1/4 of the NE 1/4 of said Section 24; thence along said North line S87°33'26" E 503.69 feet; thence S02°46'25"W 46.42 feet; thence S 87°33'26" E 37.39 feet; thence S02°46'25" W 908.76 feet to the point of beginning, containing 23.26 acres, more or less, subject to any easements, covenants or restrictions of record or fact.

Tax Parcel Identification Number: 21-00273-321



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

01500000000000000000

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: W4162-030

Grantee: ECCLESIA, INC.
Mailing Address: 9853 NATIONS DRIVE
 SPRINGDALE AR 727620000

Grantor: JAMES I. HOLLINGSWORTH
Mailing Address: 3870 ALS DRIVE
 SPRINGDALE, AR AR 727620000

Property Purchase Price: \$675,000.00
Tax Amount: \$2,227.50

County: BENTON
Date Issued: 12/12/2013
Stamp ID: 381206528

Book 2013 Page 68021
 Recorded in the Above
 DEED Book & Page
 12/16/2013

Benton County, AR
 I certify this instrument was filed on
 12/16/2013 9:18:42AM
 and recorded in DEED Book
 2013 at pages 68019 - 68021

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Elizabeth Middleton

Grantee or Agent Name (signature): *[Signature]* **Date:** 12/12/13

Address: 1521 Menard Dr, Ste D-220

City/State/Zip: Little Rock, AR 72211

WITNESS our hands this 2nd day of December, 2013.


James L. Hollingsworth, Grantor



Patricia J. Hollingsworth, Grantor

ACKNOWLEDGMENT

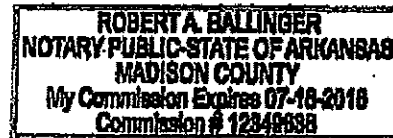
State of Arkansas
County of Washington

BE IT REMEMBERED, that on this day came before, the undersigned, a Notary Public for Carroll County, Arkansas, duly commissioned and acting James L. Hollingsworth and Patricia J. Hollingsworth, to me well known as the GRANTORS in the foregoing Deed, and stated that they executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 2nd day of December, 2013.


Notary Public

My Commission Expires:





West Central Arkansas Planning & Development District, Inc.
General Improvement Fund Grant Program
Grant Agreement

RECEIVED
DEC 17 2013

Grantee: Ecclesia College

Grant #: 13-1040 WEST CENTRAL ARKANSAS
PLANNING & DEVELOPMENT DISTRICT, INC

Grant Amount: \$ 50,000.00

Purpose: Property Acquisition

GRANTOR

West Central Arkansas Planning and Development District, Inc.
P.O. Box 6409
Hot Springs, AR 71902-6409
Phone: (501) 525-7577

GRANTEE

Ecclesia College
9653 Nations Drive
Springdale, AR 72762
Phone: (479) 248-7236

1. PURPOSE

West Central Arkansas Planning and Development District, Inc. (WCAPDD), herein referred to as Grantor, and Ecclesia College, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas and meet regional and State economic and community development goals. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. PROJECT DESCRIPTION

23 acre property acquisition.

The GRANTEE agrees to expend funds only toward approved project costs as noted in this Grant Agreement and on the grant application form.

3. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

4. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of the State of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

5. RECORDKEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

6. REPORTING

The Grantee agrees to provide Grantor with a final close-out report within sixty (60) days of project completion on which grant funds have been utilized, (See Attachment "A" - Closeout Form).

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless the Grantor from any and all claims, suits and actions arising from any act of omission, noncompliance or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

8. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

9. MODIFICATIONS

The Grant Agreement may be modified, at the discretion of the Grantor, only with prior written notification from the Grantee. The Grantee will be notified, in writing, of the decision of the Grantor.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

WEST CENTRAL ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC.

ECCLESIA COLLEGE

Dwayne Pratt
Dwayne Pratt
Executive Director

Oren Paris III
Oren Paris III
President

11/25/13
Date

12-16-13
Date



**West Central Arkansas Planning &
Development District, Inc.**

Dwayne Pratt
Executive Director

November 25, 2013

Mr. Oren Paris III
Ecclesia College
9653 Nations Drive
Springdale, AR 72762

RE: Project Award from 2013 General Improvement Funds

Dear Mr. Paris:

The Board of Directors of West Central Arkansas Planning and Development District, Inc. is pleased to inform you that your WCAPDD General Improvement Fund grant application has been approved. This funding was provided to West Central through the Arkansas General Assembly under Acts 639, 742, 833, 847 and 882 of 2013.

Recipient: Ecclesia College (Property Acquisition)

Project No.: 13-1-040

Project Funding: \$50,000.00

I have enclosed a Grant Agreement that you will need to sign and return to me.

Upon receipt of the executed Grant Agreement, we will coordinate a grant award presentation with you and your respective community and elected official(s) at a mutually agreed upon time to announce the Project Award.

I want to congratulate you on your successful GIF project application and look forward to the completion of this very important project for your community. Please contact me if you should have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Dwayne Pratt". The signature is written in a cursive style.

Dwayne Pratt
Executive Director

Enclosure

cc: Senator Michael Lamoureux

1000 Central Avenue
PO Box 6409
Hot Springs, AR 71902

Phone: (501) 525-7577
TDD: 1-800-285-1131
FAX: (501) 525-7677

Serving the Counties of: Clark,
Conway, Garland, Hot Spring, Johnson
Montgomery, Perry, Pike, Pope, Yell

**WEST CENTRAL ARKANSAS PLANNING & DEVELOPMENT DISTRICT, INC.
GIF GRANT PROGRAM APPLICATION FACT SHEET**

Applicant: <u>Ecclesia College</u>	Application Preparer: _____
Address: <u>9653 Nations Drive</u>	Address: _____
City/Zip: <u>Springdale 72762</u>	City/Zip: _____
Phone: <u>479-248-7236</u>	Phone: _____
Fax: <u>479-248-1455</u>	Fax: _____
Email: <u>oparis3@ecollege.edu</u>	Email: _____
County: <u>Benton/Washington</u>	Contact Person: _____

Project Summary: 23 acre property acquisition to provide much needed additional student residence space

Type of Applicant:

City County Non-profit (Attach 501 (C)(3) Certification)
 Other Specify: _____
 Joint* List Joint Members : _____


**Joint Applicants must be accompanied by an agreement signed by all members applying for funding in the application*

State Senator(s) / District(s): <u>Michael Lamoureux</u>	Project Type: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation/Repair <input type="checkbox"/> Equipment/Supplies
State Representative(s) / District(s): <u>District 4</u>	

Budget:

Grant Funds Requested	<u>\$ 50,000</u>
Other Funding (specified in budget)	\$ _____
Total Project Budget	<u>\$ 565,000</u>

Authorized Representative: The signature indicates that I have been authorized to submit an application requesting funding for the proposed project and to the best of my knowledge and belief, all data contained in this application is true and correct. If the application is approved for funding, I am authorized to sign any applicable documents on behalf of the applicant.

<u>Oren Paris III</u>	<u>President, Ecclesia College</u>
Type Name	Title
	<u>December 12, 2013</u>
Signature	Date

PROJECT BUDGET

Please itemize the cost estimate for the project below as much as possible. You may add extra sheets if necessary. Backup documentation for each line, including in-kind materials and licensed professional labor, is required (professional estimates, catalog pages, letters of intent to donate, etc.)

Item	Cost
23 Acre Land Acquisition	\$ 565,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL PROJECT COST	\$ 565,000

BUDGET FUNDING SOURCE BREAKDOWN

Must include back-up documentation that shows how the total project will be funded (i.e. bank statements, letters of intent to donate, resolution with appropriation listed, etc.). This amount should be the same as the total project cost.

<u>Requested from GIF Grant</u>	\$ 50,000
<u>In-kind professional labor</u>	\$ NA
<u>In-kind materials and /or equipment</u>	\$ NA
<u>Community Cash Matching Funds</u>	\$ 0
<u>City or County Appropriation</u>	\$ 0
<u>Other Funding Sources (please list)</u>	\$ 515,000
TOTAL FUNDING SOURCE BREAKDOWN	\$ 565,000

Brief Description of Ecclesia College:

Ecclesia College was founded in 1975 in Springdale, Arkansas. The college is nationally accredited through ABHE and state certified by ADHE. Ecclesia College is a four-year, private, liberal arts college built on the innovative and highly effective work college model where every student's education is rooted in the development of good character and the formation of a strong work ethic. EC graduates enter the workforce with less than \$6000 in total debt, and their consistently strong work ethic makes them more dependable and sought after by employers.

Need and Nature of the Project:

To purchase a 23-acre parcel of land with an existing student residence hall adjacent to the existing Ecclesia College property necessary to provide critically needed space for incoming resident students beginning fall of 2013. This property expansion is necessary to provide increased educational opportunities to students enrolling in Arkansas' only federally recognized Work College.

Improvements to the Local Area:

The completion of this project will create opportunities for many more Arkansas students to participate in a work college environment while earning a valuable education and being engaged in local community service projects throughout Arkansas. The economic development of Arkansas is intrinsically linked with higher education graduation rates. This project, for which funding is requested, will have a dynamic and strategic impact on the economic climate of our area through an increased number of low-debt graduates which will provide local employers with a highly trained and employable workforce while simultaneously instilling in the students the desire to give back to their communities. The completion of this land and residence hall acquisition project will create opportunities for increased student enrollment, which will add nearly two thousand hours of community service here in Arkansas over the next academic year.

Authorized Representative:

The person authorized to make representations for and bind Ecclesia College is:

Oren Paris III, President of Ecclesia College

9653 Nations Drive, Springdale, AR 72762

(479) 248-7236

Internal Revenue Service

District
Director

Ecclesia, Inc
P.O. Box 7
Elm Springs, AR. 72728

Department of the Treasury

1100 Commerce St., Dallas, Texas 75242

Person to Contact:
ECMF Tax Examiner
Telephone Number
(214) 767-1155
Return Reply to:
RM:CSB:306:DO
Date: Nov. 29, 1983

EIN: 71-0477536

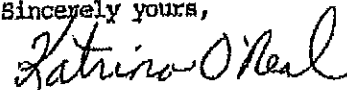
Gentlemen:

Our records show that Ecclesia, Inc.
is exempt from Federal Income Tax under section
501(c)(3) of the Internal Revenue Code. This exemption was granted
March 1977 and remains in full force and effect.

We have classified your organization as one that is not a private
foundation within the meaning of section 509(a) of the Internal Revenue
Code because you are an organization described in section 170(b)(1)(A)(i)

If we may be of further assistance, please contact the person whose name
and telephone number are shown above.

Sincerely yours,



Katrina O'Neal
ECMF Tax Examiner

JON WOODS

SENATOR
7TH DISTRICT
OFFICE: 479-200-3100
woods.arkansas@gmail.com

POST OFFICE BOX 8082
SPRINGDALE, ARKANSAS 72766



THE SENATE
STATE OF ARKANSAS

CHAIR:
LEGISLATIVE FACILITIES
MEMBER:
LEGISLATIVE COUNCIL
JOINT PERFORMANCE REVIEW
INSURANCE & COMMERCE
JUDICIARY
JOINT RETIREMENT & SOCIAL SECURITY

December 18, 2013

Mr. Dwayne Pratt
Executive Director
West Central Arkansas Planning and Development District
1000 Central Avenue
Post Office Box 6409
Hot Springs, Arkansas 71902-6490

Dear Mr. Pratt:

Please accept this letter in support of the Ecclesia College as it applies for a GIF grant through the West Central Arkansas Planning and Development District. Ecclesia College is a work-study college in Springdale, and I understand they are trying to address some needs before the spring semester.

I support this request and ask you to give their application every possible consideration. Thank you for your time and attention in this matter. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jon Woods".

Jon Woods
State Senator
District 7

JW:lr

**West Central Arkansas Planning &
Development District, Inc.**

**General Improvement Fund
Grant Program**

Application Materials

**Request for Projects
&
Notice of Funds Availability**

REQUEST FOR PROJECTS

1. The purpose of this request for projects (RFP) is to invite the submission of projects for funding provided by the State of Arkansas through the West Central Arkansas Planning & Development District, Inc. (WCAPDD). Projects should complement Arkansas' Economic and Community Development Goals and Objectives.

2. Communication concerning this RFP should be addressed to:

Mr. Tim Driggers, Project Coordinator
West Central Arkansas Planning & Development District, Inc.
P. O. Box 6409
Hot Springs, AR 71902-6409

Prior to the award of the contract, contact should be initiated through this individual only.

3. To qualify for consideration, an original completed packet must be received by WCAPDD, Inc. at the above address no later than 4:30 P.M., November 22, 20 13.
4. Award, if any, will be made to the responsible organizations whose projects meets the requirements of the procurement. WCAPDD, Inc. reserves the right to reject all or any part of a submission or all submissions.
5. WCAPDD will issue an award letter to the successful organizations. Successful applicants will be required to enter into a contractual agreement with WCAPDD prior to funding.
6. Any disputes arising from the selection/rejection of any submission will be resolved solely by the West Central Arkansas Planning & Development District, Inc.
7. To facilitate submission evaluation, entities shall organize the submission based on the following outline.
 - A. APPLICATION FACT SHEET (Form Attached)

Complete and sign the attached form.
 - B. Project Narrative (limit 1 page)
 1. Briefly describe the Applicant Organization
 2. Briefly describe the need and the nature of the applicant project. Indicate whether or not other funding has been committed to the project and the source / nature of that funding.
 3. Briefly describe how the proposed project will improve the local area and assist with

statewide efforts, as outlined by the State of Arkansas Consolidated Plan.

4. State the names of the persons who will be authorized to make representations for the Applicant agency, their title, address, and telephone number. State that the person signing the letter will be authorized to bind the agency.

C. PROJECT BUDGET (*Form Attached*)

Include a line item project budget. Include any other funds and their sources in the line item budget separate from the GIF budget. Please utilize the budget form which is attached.

D. ATTACHMENTS

Please attach a project map, project time line and support letter (s). Include other pertinent documents as needed to complete the project description.

13-2-107
ATTACH **RECEIVED**

MAY 15 2014

Alternate Closeout Form 1

West Central Arkansas Planning & Development District, Inc. West Central Arkansas Planning & Development District, Inc.
Closeout Form

GIF Grant Expenditure Report Form

Grantee: Ecclesia College Award Amt. \$ 50,000.00 Award Date: 3-14-14

1) ITEMIZED EXPENDITURES FROM GRANT PROCEEDS

Date	Expenditure Item	Cost
<u>03-21-14</u>	<u>This grant was applied to a twenty-three acre property acquisition to provide a much needed additional student residential space. Total cost of land acquisition is \$565,000.00 This property is located at 3870 Al's Drive Springdale, AR 72762</u>	<u>50,000.00</u>

1.A SUB-TOTAL \$ 50,000.00

2) REPORT OF EXPENDITURES FROM LOCAL SOURCES (Include In-Kind Expenditures)

Date	Expenditure Item	Cost
		<u>0</u>

2.A SUB-TOTAL \$ 0

3) TOTAL AMOUNT OF ALL PROJECT FUNDS EXPENDED (1.A+2.A) \$ 50,000.00

Amount (if any) of Project Funds Remaining (note: must include a check payable to the WCAPDD for any unspent funds in excess of \$5.00) \$ 0

4) PREPARED BY: Elizabeth H. Newlun 479-248-7236
Typed Name Phone #

I hereby affirm that funds awarded under the WCAPDD GIF Grant were expended in accordance with the laws and regulations applicable for the approved project.

5) APPROVAL OF AUTHORIZED GRANTEE OFFICIAL

Elizabeth H. Newlun, President Ecclesia, Inc. 3-21-14
Signature & Title Date

Alternate Closeout Form 2

General Improvement Fund Project Closeout

I do hereby affirm that all funds awarded to this organization under the West Central Arkansas Planning and Development District's General Improvement Fund Program were spent strictly in accordance with the submitted and approved proposed project.

I understand that any monies not spent or not spent in accordance with the approved budget are to be repaid to WCAPDD.

I also affirm that the approved project has been completed and all payments have been made in full. As such, I am officially requesting the formal closure of this grant.



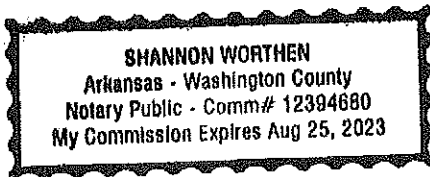
Authorized Representative

3-21-14

Date

Ecclesia Inc.

Organization



Shannon Worthen 5/13/2014

Notary Seal:

West Central Arkansas Planning & Development District, Inc.

General Improvement Fund Grant Program

Grant Agreement

RECEIVED

MAR 24 2014

West Central Arkansas
Planning & Development District, Inc.

Grantee: Ecclesia College

Grant #: 13-2-107

Grant Amount: \$ 50,000.00

Purpose: Construction

GRANTOR

West Central Arkansas Planning and Development District, Inc.
P.O. Box 6409
Hot Springs, AR 71902-6409
Phone: (501) 525-7577

GRANTEE

Ecclesia College
9653 Nations Drive
Springdale, AR 72762
Phone: (479) 248-7236

1. PURPOSE

West Central Arkansas Planning and Development District, Inc. (WCAPDD), herein referred to as Grantor, and Ecclesia College, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas and meet regional and State economic and community development goals. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. PROJECT DESCRIPTION

Property Acquisition.

The GRANTEE agrees to expend funds only toward approved project costs as noted in this Grant Agreement and on the grant application form.

3. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

4. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of the State of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

5. RECORDKEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

6. REPORTING

The Grantee agrees to provide Grantor with a final close-out report within sixty (60) days of project completion on which grant funds have been utilized, (See Attachment "A" - Closeout Form).

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless the Grantor from any and all claims, suits and actions arising from any act of omission, noncompliance or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

8. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

9. MODIFICATIONS

The Grant Agreement may be modified, at the discretion of the Grantor, only with prior written notification from the Grantee. The Grantee will be notified, in writing, of the decision of the Grantor.

Approved for the Grantor

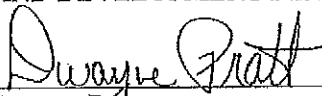
Approved for the Grantee

BY:

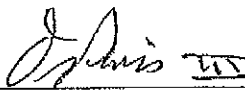
BY:

WEST CENTRAL ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

ECCLESIA COLLEGE



Dwayne Pratt
Executive Director



Oren Paris, III
President

3/17/14
Date

3-21-14
Date



**West Central Arkansas Planning &
Development District, Inc.**

Dwayne Pratt
Executive Director

March 14, 2014

Mr. Oren Paris, III
Ecclesia College
9653 Nations Drive
Springdale, AR 72762

RE: Project Award from 2013 General Improvement Funds

Dear Mr. Paris:

The Board of Directors of West Central Arkansas Planning and Development District, Inc. is pleased to inform you that your WCAPDD General Improvement Fund grant application has been approved. This funding was provided to West Central through the Arkansas General Assembly under Acts 639, 742, 833, 847 and 882 of 2013.

Recipient: Ecclesia College (Property Acquisition)

Project No.: 13-2-107

Project Funding: \$50,000.00

I have enclosed a Grant Agreement that you will need to sign and return to me.

Upon receipt of the executed Grant Agreement, we will coordinate a grant award presentation with you and your respective community and elected official(s) at a mutually agreed upon time to announce the Project Award.

I want to congratulate you on your successful GIF project application and look forward to the completion of this very important project for your community. Please contact me if you should have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Dwayne Pratt". The signature is written in a cursive, flowing style.

Dwayne Pratt
Executive Director

Enclosure

cc: Senator Michael Lamoureux

1000 Central Avenue
PO Box 6409
Hot Springs, AR 71902

Phone: (501) 525-7577
TDD: 1-800-285-1131
FAX: (501) 525-7677

Serving the Counties of: Clark,
Conway, Garland, Hot Spring, Johnson
Montgomery, Perry, Pike, Pope, Yell

**WEST CENTRAL ARKANSAS PLANNING & DEVELOPMENT DISTRICT, INC.
GIF GRANT PROGRAM APPLICATION FACT SHEET**

Applicant: <u>Ecclesia College</u>	Application Preparer: _____
Address: <u>9653 Nations Drive</u>	Address: _____
City/Zip: <u>Springdale 72762</u>	City/Zip: _____
Phone: <u>479-248-7236</u>	Phone: _____
Fax: <u>479-248-1455</u>	Fax: _____
Email: <u>oparis3@ecollege.edu</u>	Email: _____
County: <u>Benton/Washington</u>	Contact Person: _____

Project Summary: 23 acre property acquisition to provide much needed additional student residence space

RECEIVED
FEB 28 2014
West Central Arkansas
Planning & Development District, Inc.

Type of Applicant:

City County Non-profit (Attach 501 (C)(3) Certification)

Other Specify: _____

Joint* List Joint Members : _____

**Joint Applicants must be accompanied by an agreement signed by all members applying for funding in the application*

State Senator(s) / District(s): <u>Michael Lamoureux</u>	Project Type: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation/Repair <input type="checkbox"/> Equipment/Supplies
State Representative(s) / District(s): <u>District 4</u>	


Budget:

Grant Funds Requested \$ 50,000

Other Funding (specified in budget) \$ _____

Total Project Budget \$ 565,000

Authorized Representative: The signature indicates that I have been authorized to submit an application requesting funding for the proposed project and to the best of my knowledge and belief, all data contained in this application is true and correct. If the application is approved for funding, I am authorized to sign any applicable documents on behalf of the applicant.

Oren Paris III
Type Name

Signature

President, Ecclesia College
Title
February 28, 2014
Date

statewide efforts, as outlined by the State of Arkansas Consolidated Plan.

4. State the names of the persons who will be authorized to make representations for the Applicant agency, their title, address, and telephone number. State that the person signing the letter will be authorized to bind the agency.

C. PROJECT BUDGET (*Form Attached*)

Include a line item project budget. Include any other funds and their sources in the line item budget separate from the GIF budget. Please utilize the budget form which is attached.

D. ATTACHMENTS

Please attach a project map, project time line and support letter (s). Include other pertinent documents as needed to complete the project description.

PROJECT BUDGET

Please itemize the cost estimate for the project below as much as possible. You may add extra sheets if necessary. Backup documentation for each line, including in-kind materials and licensed professional labor, is required (professional estimates, catalog pages, letters of intent to donate, etc.)

Item	Cost
29 Acre Land Acquisition	\$ 565,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL PROJECT COST	\$ 565,000

BUDGET FUNDING SOURCE BREAKDOWN

Must include back-up documentation that shows how the total project will be funded (i.e. bank statements, letters of intent to donate, resolution with appropriation listed, etc.). This amount should be the same as the total project cost.

Requested from GIF Grant	\$ 50,000
In-kind professional labor	\$ NA
In-kind materials and /or equipment	\$ NA
Community Cash Matching Funds	\$ 0
City or County Appropriation	\$ 0
Other Funding Sources (please list)	\$ 515,000
TOTAL FUNDING SOURCE BREAKDOWN	\$ 565,000

Brief Description of Ecclesia College:

Ecclesia College was founded in 1975 in Springdale, Arkansas. The college is nationally accredited through ABHE and state certified by ADHE. Ecclesia College is a four-year, private, liberal arts college built on the innovative and highly effective work college model where every student's education is rooted in the development of good character and the formation of a strong work ethic. EC graduates enter the workforce with less than \$6000 in total debt, and their consistently strong work ethic makes them more dependable and sought after by employers.

Need and Nature of the Project:

To purchase a 23-acre parcel of land with an existing student residence hall adjacent to the existing Ecclesia College property necessary to provide critically needed space for incoming resident students beginning fall of 2013. This property expansion is necessary to provide increased educational opportunities to students enrolling in Arkansas' only federally recognized Work College.

Improvements to the Local Area:

The completion of this project will create opportunities for many more Arkansas students to participate in a work college environment while earning a valuable education and being engaged in local community service projects throughout Arkansas. The economic development of Arkansas is intrinsically linked with higher education graduation rates. This project, for which funding is requested, will have a dynamic and strategic impact on the economic climate of our area through an increased number of low-debt graduates which will provide local employers with a highly trained and employable workforce while simultaneously instilling in the students the desire to give back to their communities. The completion of this land and residence hall acquisition project will create opportunities for increased student enrollment, which will add nearly two thousand hours of community service here in Arkansas over the next academic year.

Authorized Representative:

The person authorized to make representations for and bind Ecclesia College is:

Oren Paris III, President of Ecclesia College

9653 Nations Drive, Springdale, AR 72762

(479) 248-7236

Internal Revenue Service

District
Director

Ecclesia, Inc
P.O. Box 7
Elm Springs, AR. 72728

Department of the Treasury

1100 Commerce St., Dallas, Texas 75242

Person to Contact:
EOMF Tax Examiner
Telephone Number
(214) 767-1155
Refer Reply to:
RM:CSB:306:EO
Date: Nov. 29, 1983

EIN: 71-0477536

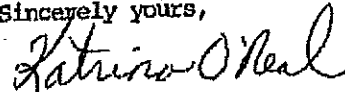
Gentlemen:

Our Records show that Ecclesia, Inc.
is exempt from Federal Income Tax under section
501(c)(3) of the Internal Revenue Code. This exemption was granted
March 1977 and remains in full force and effect.

We have classified your organization as one that is not a private
foundation within the meaning of section 509(a) of the Internal Revenue
Code because you are an organization described in section 170(b)(1)(A)(i)

If we may be of further assistance, please contact the person whose name
and telephone number are shown above.

Sincerely yours,



Katrina O'Neal
EOMF Tax Examiner

**West Central Arkansas Planning &
Development District, Inc.**

**General Improvement Fund
Grant Program**

Application Materials

**Request for Projects
&
Notice of Funds Availability**

REQUEST FOR PROJECTS

1. The purpose of this request for projects (RFP) is to invite the submission of projects for funding provided by the State of Arkansas through the West Central Arkansas Planning & Development District, Inc. (WCAPDD). Projects should complement regional economic and community development goals and objectives.

2. Communication concerning this RFP should be addressed to:

Mr. Tim Driggers, Project Coordinator
West Central Arkansas Planning & Development District, Inc.
P. O. Box 6409
Hot Springs, AR 71902-6409

Prior to the award of the contract, contact should be initiated through this individual only.

3. To qualify for consideration, an original completed packet must be received by WCAPDD, Inc. at the above address no later than 4:30 P.M. , February 28, 20 14 .
4. Awards, if any, will be made to the responsible organizations whose project meets the requirements of this request. WCAPDD, Inc. reserves the right to reject all or any part of a submission or all submissions.
5. WCAPDD will issue an award letter to the successful organizations. Successful applicants will be required to enter into a contractual agreement with WCAPDD prior to funding.
6. WCAPDD shall have sole authority to resolve any disputes arising from the selection or rejection of any submission.
7. To facilitate submission evaluation, entities shall organize the submission based on the following outline.
 - A. APPLICATION FACT SHEET (Form Attached)
Complete and sign the attached form.
 - B. Project Narrative (limit 1 page)
 1. Briefly describe the Applicant Organization
 2. Briefly describe the need and the nature of the applicant project. Indicate whether or not other funding has been committed to the project and the source / nature of that funding.
 3. Briefly describe how the proposed project will improve the local area and assist with statewide efforts, as outlined by the State of Arkansas Consolidated Plan.
 4. State the names of the persons who will be authorized to make representations for the Applicant agency, their title, address, and telephone number. State that the person

JON WOODS

SENATOR
7TH DISTRICT
OFFICE: 479-200-3100
woods.arkansas@gmail.com
POST OFFICE BOX 8082
SPRINGDALE, ARKANSAS 72764



THE SENATE
STATE OF ARKANSAS

CHAIR
LEGISLATIVE FACILITIES
MEMBER
LEGISLATIVE COUNCIL
JOINT PERFORMANCE REVIEW
INSURANCE & COMMERCE
JUDICIARY
JOINT RETIREMENT & SOCIAL SECURITY

March 12, 2014

Mr. Dwayne Pratt
Executive Director
West Central Arkansas Planning and Development District
1000 Central Avenue
Post Office Box 6409
Hot Springs, Arkansas 71902-6490

Dear Mr. Pratt:

Please accept this letter in support of the Ecclesia College as it applies for a GIF grant through the West Central Arkansas Planning and Development District. Ecclesia College is a work-study college in Springdale, and I understand they are trying to address some needs.

I support this request and ask you to give their application every possible consideration. Thank you for your time and attention in this matter. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jon Woods".

Jon Woods
State Senator
District 7

JW:lr

PLEASE RETURN ORIGINAL TO U.S. ATTORNEY'S OFFICE

UNITED STATES DISTRICT COURT

for the
Western District of Arkansas

SUBPOENA TO TESTIFY BEFORE A GRAND JURY

To: West Central Arkansas Planning and Development District Inc
ATTN; Custodian of Records
1000 Central Avenue
Hot Springs, Arkansas 71902

YOU ARE COMMANDED to appear in the United States district court at the time, date, and place shown below to testify before the court's grand jury. When you arrive, you must remain at the court until the judge or a court officer allows you to leave.

Place: United States Courthouse Isaac C. Parker Federal Building 6 th & Rogers Avenue Fort Smith, Arkansas 72901	Date and Time: August 9, 2016, at 9:00 a.m.
--	---

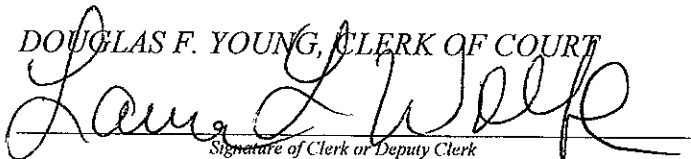
You must also bring with you the following documents, electronically stored information, or objects (*blank if not applicable*):

SEE ATTACHMENT

THIS INFORMATION IS REQUESTED PURSUANT TO AN OFFICIAL CRIMINAL INVESTIGATION OF A SUSPECTED FELONY BEING CONDUCTED. YOU ARE REQUESTED NOT TO DISCLOSE THE EXISTENCE OF THIS REQUEST. ANY SUCH DISCLOSURE COULD IMPEDE THE INVESTIGATION BEING CONDUCTED AND THEREBY INTERFERE WITH THE ENFORCEMENT OF THE LAW.

You may be entitled to reimbursement for certain expenses resulting from your appearance. Please contact 479-783-5125 or 1-888-379-3698, upon receipt of this subpoena to determine your specific entitlements.

Date: July 5, 2016

DOUGLAS F. YOUNG, CLERK OF COURT

Signature of Clerk or Deputy Clerk

The name, address, e-mail, and telephone number of the United States attorney, or assistant United States attorney, who requests this subpoena, are:
Kenneth Elser, U.S. Attorney
e-mail Kenny.Elser@usdoj.gov
, 414 Parker Avenue, Fort Smith, Arkansas 72901 (479) 783-5125

USAO No. 2014R00221(77)

**ATTACHMENT TO GRAND JURY SUBPOENA NO. 2014R00221(77)
West Central Arkansas Planning and Development District, Inc.**

PRODUCE THE FOLLOWING:

Any and all records in whatever form including electronic, digital and/or paper records in the possession, custody or control of **West Central Arkansas Planning and Development District, Inc. (hereinafter the District)** as set forth below:

All digital or electronic records requested by this subpoena are to be produced in electronic or digital form and should include all metadata associated with these records and any email attachments.

1. All records relating to State of Arkansas General Improvement Fund Grants for 2013, 2014, and 2015 including but not limited to the following:
 - a. All records relating to the District's application and receipt of General Improvement Fund grants including but not limited to applications, grant agreements, and closing reports submitted to the State of Arkansas.
 - b. All records accounting to the State of Arkansas for the receipt and expenditure of funds how the funds were received and the bank where the funds were maintained.
2. All records summarizing the grants that were issued by the District in 2013, 2014 and 2015 showing the amount of the grants, the legislator(s) who sponsored or supported the grant, and the entity that received the grant.
3. All records relating to any and all applications by Ecclesia Inc. dba Ecclesia College for GIF grants (whether approved or not) including but not limited to grant applications and supporting documents, grant agreements, disbursement of grant funds, certifications concerning the use of grant funds, records showing how these documents or disbursements were sent or received, and all communications, to include letters, correspondence, emails, text messages, voicemails, or other communications in whatever form relating to grant applications by Ecclesia College.
4. All records showing the amount of federal funds received by the District in 2013, 2014, and 2015.

Privileges

If a record demanded by this subpoena is withheld under a claim of privilege, or is otherwise withheld, provide the following information regarding the record: (1) its date; (2) the name and title of its author(s); (3) the name and title of each person to whom it was addressed, distributed and disclosed; (4) the number of pages; (5) an identification of any attachments or appendices; (6) a description of its subject matter; (7) its present location and the name of its present custodian; (8) the paragraph of this subpoena to

which it is responsive; and (9) the nature of the claimed privilege or other reason the document is withheld.

Please contact Special Agent Bob Cessario, 479-251-7404, or Special Agent John Munns, 479-571-9768, with any questions. Return documents to Special Agent Bob Cessario, FBI, 75 N East Avenue, #301 Fayetteville, AR 72701