

[DRAFT-4/26/2017-jk/tm]

COVENANT

This Covenant is entered into as of _____, 20__, between the Presbytery of Blackhawk (“Blackhawk Presbytery” or "BP"), Inc. and Stronghold Center Transitional Committee (SCTC), which is to become Stronghold Center, Inc. (SC, Inc.).

I. Parties

BP is a non-profit Illinois corporation (i.e., qualified as a tax exempt entity under 26 U.S.C. § 501(c)(3) governed by a Board of Trustees ("BP Trustees"), operating under the umbrella of the Presbyterian Church USA ("PC(USA)"). Stronghold Center, Inc. (SC, Inc.) is also to be a non-profit Illinois corporation formed for the purpose of operating a camp and retreat center ministry to provide an outdoor spiritually-based retreat center for church, school, corporate, or non-profit use. Stronghold Center, Inc. (SC, Inc.) will be governed by a Board of Directors (“SC, Inc. Board”) as set forth herein.

II. Relationship Between the Parties

This Covenant affirms a present and historic relationship with mutuality of purpose and support. To fulfill its role in its relation to BP, Stronghold Center, Inc. (SC, Inc.) will operate under the direction of the SC, Inc. Board, elected by the members. The SC, Inc. Board will direct the operations, programs and fund-raising activities for Stronghold Camp and Retreat Center grounds and facilities, and will seek to fulfill SC, Inc.’s obligations pursuant to this Covenant. BP will convey ownership of all real estate, facilities, and all personal property (goods and chattels) currently used by Stronghold Camp and Retreat Center to SC, Inc. In the event of dissolution of SC, Inc., all property—real, personal, and mixed—would revert first to BP, or second to the appropriate successor, or third to PC(USA), for same or similar purposes.

III. Duties and Responsibilities of SC, Inc. to BP

A. The SC, Inc. Board will offer staff leadership and physical facilities for appropriate training events, programs, seminars, and a host of related activities, including conferences specifically designed to meet the needs of BP its member churches, and its other organizations and institutions. SC, Inc. and its staff will consider the needs of the members of Presbyterian congregations, BP as an entity of ministry, and the spiritual needs of other persons and entities.

B. The SC, Inc. Board and its staff will maintain the real property, fixtures, equipment, and tangible assets of Stronghold Camp and Retreat Center in good working order and repair, and will make improvements as finances allow and needs require.

C. If at any time SC, Inc. is formally dissolved, declares bankruptcy, or has a receiver appointed, its real, personal, and mixed assets remaining after provision for payment of valid debts and liabilities shall be distributed first to BP, second to the appropriate successor, or third to PC(USA), to be used for same or similar purposes.

D. The SC, Inc. Board will operate Stronghold Camp and Retreat Center according to its Bylaws, providing periodic updates to BP.

E. SC, Inc., through its Board and Staff, will strive to provide programs and leadership which build upon the historic focus of the Reformed tradition of the PCUSA.

F. SC, Inc. will cooperate and collaborate with BP, seeking ways to support BP, its member churches and other organizations and institutions through creative programs and opportunities.

G. In accord with the provisions of the Stronghold Endowment Fund, SC, Inc. will use earning from the Stronghold Endowment Fund to fulfill the mission of SC, Inc. If SC, Inc. dissolves, files bankruptcy, becomes insolvent, or is unable to meet its financial obligations, the Endowment earnings will be retained by BP to be used in accordance with the Endowment provisions.

IV. Duties and responsibilities of BP to SC, Inc.

A. BP will provide SC, Inc. an affiliation with the Presbyterian Church (USA) and recognizes Stronghold Camp and Retreat Center as an entity related to BP. BP encourages the full use of Stronghold Camp and Retreat Center by Presbyterian individuals and churches. BP recognizes Stronghold Camp and Retreat Center as an entity providing a variety of programs, including ecumenical and interfaith programs, especially for Presbyterians.

B. BP will give Stronghold Camp and Retreat Center consideration as a site for its programs and will also encourage congregations and individuals of all faiths to do the same.

C. BP will collaborate with Stronghold Camp and Retreat Center in planning and sponsoring conferences designed to meet needs of BP and its churches.

D. BP staff and leaders will support and interpret the mission of Stronghold Camp and Retreat Center by being well informed about its programs and policies.

E. BP will provide Stronghold Camp and Retreat Center regular opportunities to report periodic updates and promote its activities.

G. BP will support Stronghold Camp and Retreat Center through inclusion of financial mission support in its annual budget and will encourage all BP churches to participate in the financial mission support of Stronghold Camp and Retreat Center.

H. In accord with the provisions of the Stronghold Endowment Fund, BP will provide earnings from the Stronghold Endowment Fund to SC, Inc., to be used to fulfill the mission of SC, Inc. BP will retain ownership, possession, and control of the Stronghold Endowment Fund Principal for its own uses.

V. Review and Renewal of Covenant

The parties will review and reaffirm this Covenant at least every three years.

IN WITNESS WHEREOF, the parties sign this Covenant, which is effective as of the date written above.

BLACKHAWK PRESBYTERY

By: _____

**STRONGHOLD CENTER Transitional
Committee**

By: _____