



PROSPERITY BANK®

June 29, 2018

River Valley Christian Fellowship
1224 Hwy 71 West
Bastrop, Texas 78602

RE: Loan in the amount of \$4,300,000 by Prosperity Bank ("Prosperity") to River Valley Christian Fellowship ("Borrower").

Dear Nick Henderson:

I am pleased to inform you of Prosperity's Commitment to lend Borrower a principal amount up to \$4,300,000 ("the Loan") for the purpose of to refinance existing debt and construction of a new sanctuary. The Loan will include the basic terms and conditions set forth below based on the information you have already provided Prosperity. Information received prior to completion of the final documentation of the Loan may alter or change some of these terms and conditions. The terms and conditions are not intended to be exhaustive since final documentation of the full terms and conditions will be in the loan documents

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| BORROWER: | River Valley Christian Fellowship |
| PURPOSE: | Refinance existing debt and construct a new building |
| TYPE OF LOAN: | Conventional Commercial Loan |
| LOAN AMOUNT: | \$4,300,000, loan not to exceed a 75% loan to value |
| COLLATERAL: | FLDT on approx. 21 acres with an existing 14,173 square foot building and a proposed 22,000 square foot building. All FFE |
| COLLATERAL ADDRESS: | 1224 Hwy 71 W Bastrop, Texas 78602 |
| INTEREST RATE: | 4.99%, fixed for 5 years after which rate to adjust every 60 months based on Wall Street Prime + .50%. |



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| TERM: | 18 month construction period, followed by a 20 year amortization |
| DRAW PERIOD: | 18 months |
| REPAYMENT: | 18 months of interest only monthly, followed by principal and interest payments based on a 20 year amortization. |
| ORIGINATION FEE: | .25% of loan amount (\$10,750) |
| REPAYMENT OR REFINANCE PENALTY: | No prepayment penalty |
| GUARANTORS: | None |
| LOAN AGREEMENT: | Standard Loan Agreement terms for a transaction of this type would apply, possibly including, but not limited to: Annual Financial Statements and Tax Return submission requirements; Affirmative covenants regarding the maintenance of Insurance, payment of Taxes, and compliance with law and regulation; Restrictions on distributions; and Standard negative covenants on the limitation of debt, change in ownership, merger or acquisition, etc. |
| THIRD PARTY EXPENSES: | The borrower will be responsible for paying all fees and expenses incurred by the Bank for underwriting and loan documentation, including but not limited to expense for appraisals or evaluations, environmental reports, legal fees, lien perfection and closing costs. |
| CONDITIONS TO COMMITMENT: | Appraisal to support a loan to value not to exceed a 75%, Phase I Environmental report, final executed contract with builder, borrower to move main depository relationship to Prosperity Bank |
| BORROWER'S EQUITY: | N/A – borrower's current equity in property is sufficient. |
| OTHER: | |

We appreciate being given the opportunity to review and discuss this financing opportunity with you. Please indicate your acceptance of this commitment letter by signing and returning to me the enclosed copy of this letter. This commitment letter and the Lender's commitments hereunder expire in 90 [more than 90 days requires approval per lending authority policy] days from the effective date listed above unless the Lender extends this commitment in writing. Should you have any questions or wish to discuss further, please feel free to contact me.

EXPIRATION & ACCEPTANCE

By signing and accepting the terms of this letter, the Borrower and Guarantors represent that they are acting for their own accounts, and not as an agent, trustee or nominee for any other person, and agree to pay all closing costs and expenses including but not limited to the expenses listed above. This letter is not intended for the benefit of any other party other than the Borrower and may not be relied on by any other party. This letter is non-assignable.

No party hereto will be liable to any other party hereto for indirect or consequential damages relating to this letter. You also agree to pay all of our reasonable expenses (including fees and expenses of our outside counsel, consultants and other experts) incurred in connection with preparing, negotiating and enforcing this letter and the loan documents, conducting the due diligence reviews, and related matters. Your obligations under this paragraph will survive the Closing or the expiration or termination the commitments in this letter.

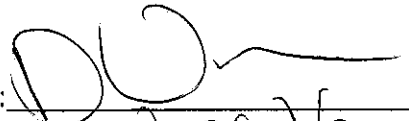
THE TERMS AND CONDITIONS OF THE LENDER'S COMMITMENT ARE NOT LIMITED TO THE ABOVE TERMS AND CONDITIONS AND THIS LETTER DOES NOT SET OUT IN FULL ALL OF THE REQUIREMENTS OF THE LENDER AS TO THE CONDITIONS TO MAKING THE CREDIT FACILITY AVAILABLE. THOSE MATTERS WHICH ARE NOT COVERED BY OR MADE CLEAR IN THE ABOVE OUTLINE ARE SUBJECT TO MUTUAL AGREEMENT OF THE PARTIES AND ALL MATTERS ARE SUBJECT TO AMPLIFICATION IN THE LOAN DOCUMENTS.

AT THE TIME OF CLOSING OF THE CREDIT FACILITY, OR ANY OF ITS COMPONENT PARTS, THERE MUST NOT BE: ANY RECEIVERSHIP OR INSOLVENCY PROCEEDING OF ANY KIND RELATING TO THE BORROWER OR GUARANTORS; ANY DEFAULT UNDER THE LOAN DOCUMENTS; OR MATERIAL ADVERSE CHANGES WITH RESPECT TO THE COLLATERAL OR ANY OTHER INFORMATION OR DOCUMENTS SUBMITTED TO LENDER BY THE BORROWER OR GUARANTORS.

THIS COMMITMENT IS BASED OFF MATERIAL PROVIDED BY THE BORROWER AND DUE DILIGENCE IS STILL CONTINUING, IN THE EVENT FURTHER DUE DILIGENCE DISCOVERS INFORMATION NOT PREVIOUSLY KNOWN, THE TERMS OF THIS COMMITMENT MAY BE ALTERED OR RESCINDED.

THIS WRITTEN COMMITMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE TERMS CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Prosperity Bank

By: 
Printed Name: Dena Vandignoff
Title: President - West 12/6

Agreed and accepted this _____ day of _____, 20__.

Borrower: _____

River Valley Christian Fellowship