

**Agreement  
by and between  
Rouse/Kingsmill, L.L.C.  
And  
Northshore Church**

United States of America  
State of Louisiana

**Be It Known** that on dates and at the places stated hereinafter;

**ROUSE/KINGSMILL, L.L.C.** (TIN 20-1525964), a limited liability company organized and existing under the laws of the State of Louisiana, whose mailing address is 1301 St. Mary Street, Thibodaux, LA 70301 herein represented by its duly authorized Managers, William F. Kingsmill, III and Donald Rouse, (hereinafter sometimes referred to simply as **“R/K”**); and

**Northshore Church**, a Non-Profit Religious Corporation, organized and existing under the laws of the State of Louisiana, whose mailing address is P.O. BOX 2369, SLIDELL, LA 70459, appearing herein by its duly authorized Directors/Officers, John D. Victory and Tom Holden; (hereinafter sometimes referred to simply as **“Northshore”**)

hereby declare and agree as follows:

**Recitals**

**Whereas**, R/K and Northshore are the parties to the following acts and agreements:

1. **Sale and Contribution of Property**, passed before Marcus L. Giusti, Notary Public, dated December 23, 2008, recorded in the St. Tammany Parish, Louisiana, public records at Instrument No. 1709667 (CB) (hereinafter sometimes referred to simply as the **“Sale Agreement”**) whereby R/K sold and contributed to Northshore the immovable property described therein and also described on Exhibit “A” attached hereto and made a part hereof (said property is hereinafter sometimes referred to simply as the **“Church Property”**); and
2. **Cross Predial Servitudes and Other Agreements**, passed before Marcus L. Giusti, Notary Public, dated December 23, 2008, recorded in the St. Tammany Parish, Louisiana, public records at Instrument No. 1709672 (CB) (hereinafter sometimes referred to simply as the "Servitude Agreement");

**Whereas**, prior to the sale of the Church Property by R/K to Northshore the Church Property was part of a larger lot or tract of land owned by R/K known as Tract 1-B2, Schwegmann Subdivision, City Of Slidell, Section 1, T9S - R14E, St. Tammany Parish, Louisiana, and said Tract 1-B2 was resubdivided into Tract 1-C1 (aka the **“Church Property”**) and Tract 1-C2 (hereinafter sometimes referred to simply as the **“R/K Property”**), in accordance with the survey of J.V. Burkes & Associates, Inc., titled **“Resubdivision Of Tract 1-B2 Into Tract 1-C1 And 1-C2, Schwegmann Subdivision, Located in The City Of Slidell, Section 1, T9S - R14E, City of Slidell, St. Tammany Parish, Louisiana”**, dated 02/20/2008, DWG No. 20080220, recorded in the St. Tammany Parish, LA, public records as Map # 4685 (said resubdivision

hereinafter sometimes referred to simply as the “Resubdivision”);

**Whereas**, after consummation of the Sale Agreement Northshore began the process of applying for city permits in order to construct improvements upon the Church Property;

**Whereas**, as a result of Northshore’s attempts to obtain building and/or other permits and approvals from the City of Slidell, the City of Slidell has raised certain issues and concerns regarding the Resubdivision and also the location of the property lines of the Church Property;

**Whereas**, pursuant to a meeting by and between the principals of R/K, Northshore and numerous representatives of the City of Slidell, the City of Slidell has suggested and requested that R/K and Northshore enter into a revision of the Resubdivision and the sale of Church Property to change the location of some of the property lines of the Church Property and Tract 1-C2 and to provide for the resubdivision and/or ownership of Tract 1-B1A and other ancillary matters;

**Whereas**, the City of Slidell and/or the Fire Marshal for the State of Louisiana, has informed the parties that the fire suppression system jointly used by the parties pursuant to the terms and conditions of the Servitude Agreement may only be used by the Church Property and not the owner of Tract 1-C2;

**Whereas**, Northshore desires and has requested that R/K enter into revisions of the Resubdivision, Sale Agreement and Servitude Agreement in order to satisfy the concerns and demands of the City of Slidell and/or the Fire Marshal for the State of Louisiana;

**Whereas**, R/K is willing to enter into such revisions, but only upon the terms and subject to the conditions contained in this agreement;

### **Agreement**

**Now, Therefore**, in consideration of the mutual agreements and undertakings contained herein R/K and Northshore hereby agree as follows:

1. Northshore shall, at its sole cost and expense, order a revised survey for the Resubdivision (the “Revised Resubdivision”), which shall contain the following changes and additions from the original Resubdivision:
  - A. The rear or eastern lot line of the Church Property, commencing at a point located 10' 1" north of the northern edge of the canopy of the building currently located upon the Church Property and running in a southerly direction therefrom shall be relocated 10' 1" east of the edge of said building (including roof overhang). The property added to the Church Property by the movement of the above lot line shall be designated on the Revised Resubdivision as ***“Subject to Right of Use and Perpetual Predial Servitude of drive and passage in favor of Tract 1-C2, its owners, their successors, assigns, employees, contractors, subcontractors and invitees. No Additional Buildings or Constructions Are To Placed Hereon Except By Or With The Consent of the Owner of Tract 1-C2”***;
  - B. The front or western lot line of the Church Property which has a current length of 114.50 feet and which runs in a northerly direction N02°21'41”W, shall be relocated 10' 1" west of the western edge of the canopy of the building currently located on the Church Property;
  - C. The southern lot line of the Church Property which has a

current length of 259.77 feet and which runs in a westerly direction S87°38'19"W, shall be extended in a westerly direction to a point 10'1" of the western edge of the canopy of the building currently located on the Church Property; and

- D. Tract 1-B1A shall be divided into two lots with the dividing line being an extension, in a westerly direction, of the southern lot line of the Church Property which has a current length of 305.15 feet and runs in a westerly direction S87°38'42" W. The Revised Resubdivision shall provide and state that the newly formed lot which lies north of the dividing line shall thereafter pass and be transferred along with any future transfers of the Church Property and that the newly formed lot which lies south of the dividing line shall pass and be transferred along with any future transfers of Tract 1-C2.
- 2. Northshore and R/K hereby agree to jointly present the Revised Resubdivision to the City of Slidell for its approval, however, the Revised Resubdivision shall not be submitted to the City of Slidell prior to R/K obtaining the consent of its mortgage lender to the Revised Resubdivision and the transactions contemplated by this agreement.
  - 3. Upon approval of the Revised Resubdivision by the City of Slidell and the agreement by R/K and Northshore's respective mortgage lenders of the Revised Resubdivision and the acts contemplated hereby the parties shall:
    - A. Enter into an act of modification of the Sale Agreement to:
      - (i) modify the property sold, contributed and transferred to Northshore via the Sale Agreement to be the Church Property as described and delineated on the Revised Resubdivision and the northern lot created from subdivision of Tract 1-B1A, with R/K retaining a right of use and perpetual predial servitude of drive and passage in favor of Tract 1-C2, its owners, their successors, assigns, employees, contractors, subcontractors and invitees over, in and to the property added to the Church Property by the movement of the rear or eastern lot line of the Church Property, which right of use and perpetual predial servitude shall include, but not be limited to, the right to use such property as a road, drive and access for trucks and other heavy vehicles and equipment traversing the property and further prohibiting and restricting Northshore and any future owners of said property from constructing any improvements, constructions or obstructions thereon.
    - B. Enter into an act of modification of the Servitude Agreement to: (i) reflect the change in the description of the parties' respective properties and to further subject the additions to the Church Property to the rights, obligations, terms and conditions established and imposed by the Servitude Agreement subject to the retained rights of R/K, and (ii) to reflect the termination of R/K's right to the shared use of the equipment located in the fire sprinkler system equipment room located upon the Church Property as well as R/K's obligation to share and pay any cost and expense incurred in the maintenance, repair and replacement of the equipment and controls of the fire

sprinkler system which are located in the fire sprinkler system equipment room located upon the Church Property.

- C. At the closing of the above modifications, Northshore shall pay to R/K the sum of \$35,000.00, to compensate R/K for having to purchase and install a separate fire sprinkler system, equipment and controls in the building located on Tract 1-C2.

The final Revised Resubdivision, and acts of modification of the Sale Agreement and Servitude Agreement shall be subject to the review of R/K and its counsel and shall contain such provisions and agreements as R/K and its legal counsel shall reasonably require.

**The obligations imposed upon R/K by this agreement are conditional and shall not be enforceable unless and until R/K receives the consent of its mortgage lender to enter into the transactions agreed to herein and further the agreement of such mortgage lender to release from its mortgage and other security interests the addition property to be transferred to Northshore pursuant to the transactions contemplated hereby.**

This agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Louisiana.

The covenants herein contained shall bind, and the benefits and advantages herein shall enure to the respective heirs, executors, administrators, successors and assigns of all parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

No party has made or is making any representations to any other party concerning any of the tax effects of the transactions provided for in this agreement.

Nothing in this agreement shall be construed as an agreement between the parties to be a partnership or joint venture.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree an executed copy of this agreement transmitted to any other party by facsimile, email or other electronic means shall be binding and enforceable against the sending party.

This agreement contains the entire agreement between the parties with respect to the subject matter hereof. This agreement supersedes any and all other agreements and communications, either oral or in writing, between the parties hereto with respect to the subject matter of this agreement and contains all of the covenants, representations, warranties and agreements between the parties with respect to said matter, and each party to this agreement acknowledges that no representations, warranties, covenants, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any

party, which are not embodied herein, and that no other agreement, statement, representation, warranty or covenant not contained in this agreement shall be binding or valid. This agreement may be modified or amended only by a writing signed by all the parties to this agreement.

Thus done and agreed to on the dates and at the places stated hereafter.

Rouse/Kingsmill, L.L.C.

By: \_\_\_\_\_  
William F. Kingsmill III, its Manager

Date: \_\_\_\_\_

Place: \_\_\_\_\_

By: \_\_\_\_\_  
Donald Rouse, its Manager

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Northshore Church

By: \_\_\_\_\_  
John D. Victory, its Director/Officer

Date: \_\_\_\_\_

Place: \_\_\_\_\_

By: \_\_\_\_\_  
Tom Holden, its Director/Officer

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Exhibit "A"**  
**to**  
**Agreement**  
**by and between**  
**Rouse/Kingsmill, L.L.C.**  
**And**  
**Northshore Church**

**A Certain Piece or Portion** of land situated in **Section 1, Township 9 South, Range 14 East**, within the **City of Slidell, St. Tammany Parish, Louisiana**, according to the survey of J.V. Burkes & Associates, Inc., titled "Resubdivision Of Tract 1-B2 Into Tract 1-C1 And 1-C2, Schwegmann Subdivision, Located in The City Of Slidell, Section 1, T9S - R14E, City of Slidell, St. Tammany Parish, Louisiana", dated 02/20/2008, DWG No. 20080220, recorded in the St. Tammany Parish, LA, public records as Map # 4685, said property is designated and described as follows:

**TRACT 1-C1**

**Commence at the common section corner of 1, 2, 11, and 12. T9S, R14E**, located in the **City of Slidell**. Thence from the common section corner go north 20.44 feet to a point on the north right-of-way line of Gause Boulevard. Thence in an easterly direction N89°13'10"E, 155.40 feet to a point. Thence in a northerly direction N00°52'41"W, 467.00 feet to a point. Thence in a northerly direction N08°11'59"W, 144.62 feet to a point. Thence in a northerly direction N08°11'59"W (record), N08°11'14"W (actual), 258.69 (record), 258.47 (actual) feet to a point marked by a 3/4 iron pipe in concrete. Thence in a northerly direction N00°52'41"W, 227.68 (record), 227.73 (actual) to a point marked by a cut "X", the point also being the point of beginning.

Commence from the point of beginning in a northerly direction N00°52'41"W, 207.41 feet to a point marked by 1/2 iron rod (found). Thence in a northerly direction N00°49'01"W, 104.20 feet to a point marked by 1/2 iron rod (found). Thence in an easterly direction N87°38'17"E (record), N87°36'44"E (actual), 556.77 feet to a point marked by cut "X". Thence in a southerly direction S02°21'35"E 426.29 feet to a point. Thence in a westerly direction S87°38'19"W, 259.77 feet to a point. Thence in a northerly direction N02°21'41"W, 114.50 feet to a point. Thence in a westerly direction S87°38'42"W, 305.16 feet to a point marked by a cut "X" the point also being the point of beginning.

This piece of land contains 204,548 square footage, or 4.696 acres.