

**SECOND AMENDMENT TO
DEVELOPMENTAL AGREEMENT**

(South Abita Springs/Tammany Hills Subdivision)

This Second Amendment to Developmental Agreement (the “Amendment”) is made and entered into by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized (hereinafter referred to as “**Parish**”); and

ADVANCE MORTGAGE COMPANY, L.L.C., a Louisiana limited liability company, whose mailing address is 321 Veterans Blvd., Suite 201, Metairie, La 70005, herein represented by its Managers, Bruce Wainer and Harold Wainer (hereinafter referred to as “**Developer**”).

WHEREAS, effective as of September 25, 2003, Parish and Developer entered into a Developmental Agreement regarding certain parcels in South Abita Springs, Phase 1 a/k/a Tammany Hills Subdivision, as same was amended by the Amendment to Developmental Agreement dated effective June 23, 2020 (collectively, the “**Original Agreement**”); and

WHEREAS, the parties have identified a need to amend the Original Agreement to modify the properties that are included in the Subdivision for purposes of the Original Agreement; and

NOW THEREFORE the parties desire to enter into this Amendment in order to amend and/or add the following provisions. This Amendment is not intended to release any party from the obligations stated in the Original Agreement, but is intended only to amend certain provisions to that Original Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Amendment as if fully rewritten and restated herein.
2. Exhibit “A” of the Original Agreement is hereby amended and restated to be the Exhibit “A” annexed to this Amendment.
3. This Amendment supersedes the Original Agreement only where there exists any conflict. This Amendment controls any conflicts of any terms or conditions. Except as amended hereby, the Original Agreement remains unmodified and in full force and effect.
4. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

(Signature page follows.)

THUS DONE AND SIGNED on the _____ day of _____, 2024 in the presence of the undersigned witnesses.

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT**

BY: _____

Michael B. Cooper, Parish President

Printed: _____

Printed: _____

THUS DONE AND SIGNED on the _____ day of _____, 2024 in the presence of the undersigned witnesses.

WITNESSES:

**ADVANCE MORTGAGE COMPANY,
L.L.C.**

BY: _____

Bruce Wainer, Manager

Printed: _____

BY: _____

Harold Wainer, Manager

Printed: _____

EXHIBIT "A"

Those certain lots and parcels of land in South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision described according to the maps and plat of South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision recorded in the records of St. Tammany Parish, Louisiana as follows, to-wit:

All of Squares 15, 16, 22, 24;

The west half of Square 23, being lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42;

The west half of Square 37, being lots 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42;

The east half of Square 21, being lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41;

The east half of Square 31, being lots 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41;

The east half of Square 13, being lots 1A, 7A, 11A, 15A, 19A, 23A, 27A, 31A, 35A, 39A (formerly lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41);

The east half of Square 14, being lots 1A, 7A, 11A, 15A, 19A, 23A, 27A, 31A, 35A, 39A (formerly lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41);

Square 32, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 33, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 34, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 35, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42; and

Square 36, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42.