

AGREEMENT

THIS AGREEMENT, by and between ST. LUKE PRESBYTERIAN CHURCH OF NEWTON, KANSAS, hereinafter "St. Luke," and the Resolution Team for the PRESBYTERY OF SOUTHERN KANSAS, hereinafter "Resolution Team," made on the 12th day of October, 2011 and to become effective the 15th day of November, 2011.

WHEREAS St. Luke requests separation from and no longer desires to be affiliated with the PC(USA) and Resolution Team desires to process such desire through a policy entitled "Process for Congregations Considering Leaving the Presbyterian Church (USA)" similar to that being considered for adoption by the Presbytery;

AND WHEREAS the parties seek to reach a resolution of any and all claims, of any nature whatsoever, between the Presbytery, PC(USA) and St. Luke and to avoid any potential for litigation over such matters;

AND WHEREAS the parties desire that the separation will be blessed by the Presbytery and that the separation will be made in the spirit of love and unity for the purpose of ensuring that unity in Christ will not suffer.

THEREFORE the parties do hereby agree as follows:

1. The Petition from St. Luke indicating its desire to no longer affiliate with the PC(USA) and Presbytery's desire to implement a gracious dismissal of procedure to work through the details of that process, have been considered and resolved by and between the Resolution Team from Presbytery and representatives of St. Luke and approved by its Session.

2. Resolution Team agrees that the request by St. Luke for dismissal was unanimous for purposes of its request.

3. The Resolution Team agrees to recommend to the Presbytery at its meeting on November 15, 2011 and to solicit a vote on said date to offer gracious dismissal to St. Luke from the Presbytery and PC(USA), said dismissal to a Reformed Presbyterian body to be determined by St. Luke and further that Presbytery will accept the terms of this agreement.

4. Upon gracious dismissal, St. Luke will make a financial gift, in the amount of \$6,368.00 to the Presbytery for the exclusive and dedicated use as follows: \$3,184.00 to the Westminster Woods Camp and \$3,184.00 to the Presbytery of Southern Kansas Disaster Relief Fund to be paid in full within a period of two years from the date of this Agreement.

5. Presbytery believes that a grant was made to St. Luke in the late 1950s in the amount of \$5,500.00 and St. Luke agrees to search its records for evidence of such grant and if they discover or Presbytery can produce written confirmation of that grant and amount, St. Luke agrees to repay that grant in the amount of \$5,500.00 within two years from approval of this Agreement.

6. Upon such gracious dismissal, and by such action, the Presbytery will release any and all claims of any nature whatsoever which it, or to the extent within its control, PC(USA) may have against St. Luke.

Clerk of Session, St. Luke

Moderator of Session, St. Luke

Rev. James Ayers, Presbytery Administrator
and Resolution Team Representative