

TERM SHEET | SALE OF ST. ROSE OF LIMA

Terms of Purchase – please complete as required.

Seller: St. Rose of Lima Roman Catholic Congregation, Inc.

Buyer Name:

Address:

Agent or Contact: Name: Email: Phone:

Property: St. Rose of Lima, 3803 4th Street, Baltimore, MD, 21225.

Purchase Price:

Escalation (if any):

Deposit: Ten percent of purchase price -- to be delivered to title company within five days of contract effective date.

Financing Terms:

Commission: Buyer shall pay its own broker, if any.

Closing Costs: Transfer and recordation shall be split equally between Buyer and Seller, with each party to pay its own attorney and brokerage fees, if any.

Feasibility Period: Buyer is in receipt of inspection reports and has waived the feasibility period.

Engineering Studies: If for any reason the Contract of Sale is terminated by Buyer, all plans, reports, and tests performed on Buyer's behalf shall be turned over to the Seller within fifteen (15) days of the date of termination.

Closing Date: Settlement shall occur within _____ days of contract effective date.

Closing agent: Buyer agrees to use Seller's title attorney, Commercial Settlement Services, 100 Painters Mill Road, Suite 200, Owings Mills, MD 21117, 410.653.3400 Main

Purchase Contract: The Buyer must enter a Contract of Sale prepared by Seller.

Title: The Property will be sold in fee simple. Title report is available for review.

Buyer's Intended Use
for Property:

Restrictive Covenant: The deed of conveyance shall contain a restrictive covenant which prohibits the use of the property as an abortion clinic or medical type facility which provides abortion services or counseling, which promotes and/or encourages individuals to obtain an abortion, or recommends the consideration of an abortion as an alternative to carrying a pregnancy through birth; the occupancy of the building by a political action group or similar organization that advocates abortion or the right to free choice to elect an abortion; any use that promotes birth control or euthanasia, any use that relates to adult entertainment or pornography of any kind or to the sale or distribution of pornographic material; to a package goods liquor store, a bar, a tavern, a night club, any use involving the sale or consumption of liquor on the Property other than by residential occupants; a gas station; massage parlor or place of prostitution. The deed of conveyance shall also contain a restrictive covenant which prohibits the use of the property as an intake, residence, or treatment facility of any kind for mental health, addiction, sober living, medical cannabis, prostitution or human trafficking.

Sacred Goods: Items of a religious nature, potentially including fixtures and personality, are subject to removal from the Property before Closing. Sacred goods will be identified and removed between the end of Feasibility and Closing. While an effort will be made to avoid substantially altering the Property during the removal process, the Seller makes no guarantees and will undertake no repairs. The Property is sold as-is, where-is.

Insurance: During the term of Feasibility and Closing, Buyer shall maintain Comprehensive General Bodily Injury and Property Damage Liability Insurance on a per-occurrence basis of \$1,000,000 and aggregate of \$1,000,000. Buyer shall, if applicable, maintain Comprehensive Business Automobile Liability insurance including Bodily Injury and Property Damage Liability in the amount of \$300,000 per occurrence. Buyer shall maintain an Umbrella Liability policy providing coverage in excess of the primary limits for CGL, Auto Liability and Workers Compensation Employers Liability of \$3,000,000 for each occurrence. Buyer shall maintain, Workers' Compensation Insurance as required by Maryland State law covering all employees employed by Purchaser in connection with their operation.

Seller's Name: The Buyer may not use the name of St. Rose of Lima or Roman Catholic Archbishop of Baltimore after the Property purchase without express written permission from the Seller.

This Term Sheet is non-binding on either party and expires _____, 2026 if not signed by all parties.

Proof of financial wherewithal must accompany this document.

[Signatures on following page]

Agreed to and Accepted by:

Buyer Signature

Printed Name and Title

Date

Buyer Signature

Printed Name and Title

Date

Buyer Signature

Printed Name and Title

Date

Seller Signature

Rev. John J. Jicha, Pastor

Date