

TERM SHEET | SALE OF ST. WILLIAM OF YORK

Terms of Purchase. Please complete the following information:

Seller: St. William of York Roman Catholic Congregation, Incorporated.

Buyer Name
& Address:

Contact or Agent
Name, Email, Phone:

Property: St. William of York, 4900 Edmondson Ave, Baltimore, MD 21229

Purchase Price:

Escalation (if any):

Deposit: Ten percent of purchase price.

Financing terms:

Commission: Buyer shall pay its own broker.

Closing Costs: To be split 50/50 between Seller and Buyer.

Feasibility Period: Buyer shall have a period of _____ days from the date the Contract Effective Date to perform inspections, zoning review, and any other studies.

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

Closing Date: Settlement shall occur within Thirty (30) days after the end of Feasibility.

Closing agent: Buyer agrees to use Seller's closing agent, Commercial Title.

Title: The Property will be sold in fee simple.

Purchase Contract: Buyer shall enter into a Contract of Sale prepared by Seller.

Historic: Buyer acknowledges that it has been advised of MHIT survey B-5100.

Buyer's Intended
Use of Property:

Buyer Agrees to

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, for any use 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; for the occupancy of the Property by a political action group or similar organization that advocates abortion or the right to free choice to elect an abortion; for any use that promotes birth control or euthanasia, for any use that relates to adult entertainment or pornography of any kind including an X-rated movie theater, or to the sale or distribution of pornographic material; for use as 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; for a gas station; massage parlor or place of prostitution; for the use, growing, producing, processing, storing, distributing, transporting or selling of marijuana, cannabis, marijuana or cannabis derivatives, substances containing any cannabis or marijuana or any ingredients in cannabis or marijuana; or as an intake, residence or treatment facility of any kind for mental health, addiction, sober living, medical cannabis, prostitution or human trafficking.

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

Sacred Goods: Items of a religious nature, potentially including fixtures and personalty, 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. Please note that this Property includes the removal of human remains from the sanctuary.

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.

This Term Sheet is non-binding on either party.

[Signatures on following page]

