

EXHIBIT C

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

By and Between

THE CHURCH OF SAINT BENEDICT THE MOOR,
a New York religious corporation, Seller

and

JMM CHARITABLE FOUNDATION INC.,
a Delaware non-stock corporation, Purchaser

Property:
338-342 West 53rd Street
New York, New York
(Block 1043, Lots 149 and 51)

TABLE OF CONTENTS

Section 1. Sale of the Property and Acceptable Title 1

Section 2. Base Purchase Price and Acceptable Funds..... 3

Section 3. Deposit and Escrow 3

Section 4. Condition of Property 4

Section 5. No Mortgage Contingency, Title and Survey; Post-Execution Access Rights; Seller’s Cooperation..... 6

Section 6. Conditions Precedent to Closing..... 9

Section 7. Closing 11

Section 8. Closing Deliverables..... 11

Section 9. Apportionments..... 12

Section 10. Default and Remedies 14

Section 12. Brokerage Commissions 15

Section 13. Miscellaneous 15

Section 14. Restrictive Covenants. 19

Section 15. Return to Value 20

Section 16. Church Building Preservation..... 21

Section 17. Seller’s Representations..... 21

Section 18. Violations..... 23

EXHIBITS

- Exhibit A Survey
- Exhibit B Form of Escrow Agreement
- Exhibit C Non-Foreign Status Affidavit
- Exhibit D Religious Patrimony

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into and is effective as of the 20th day of December, 2022 (the “Effective Date”), by and between **THE CHURCH OF SAINT BENEDICT THE MOOR**, a New York religious corporation, having offices at c/o The Church of the Sacred Heart of Jesus, having an office at 457 West 51st Street, New York, New York 10019 (“Seller”) and **JMM CHARITABLE FOUNDATION INC.**, a Delaware non-stock corporation, having offices at 5200 West Century Boulevard, Los Angeles, California 90045 (“Purchaser”).

RECITALS

- A. Seller is the fee title owner to the Property (hereinafter defined).
- B. Upon the satisfaction of, and subject to, the terms and conditions set forth in this Agreement, Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as set forth below.

Section 1. Sale of the Property and Acceptable Title.

(a) Sale of Property. Subject to and in accordance with the terms and conditions contained in this Agreement, Seller agrees to sell, assign, convey, and transfer to Purchaser all of Seller’s right, title and interest in and to the following real and personal properties (collectively referred to herein as the “Property”), and Purchaser hereby agrees to purchase and accept the Property:

(1) Land. Subject to all Permitted Exceptions (as defined below), fee title to those certain parcels of real property known as 338-342 West 53rd Street, New York, New York, having a New York County tax map designation of Block 1043, Lots 149 and 51 (collectively, the “Land”), as depicted on the survey attached hereto as Exhibit A (the “Survey”).

(2) Improvements. The (i) former church building on Lot 51 and (ii) the former parish building and former rectory building on Lot 149 (collectively, the “Building”), including all fixtures, equipment, systems and improvements owned by Seller located on or used in connection with the Building (collectively, the “Improvements”).

(3) Personalty. All personal property owned by Seller and remaining at the Property on the Closing Date, including the religious patrimony listed on Exhibit D hereof (collectively, the “Personalty”), it being agreed that such Personalty is subject to change relative to normal wear and tear while this Agreement is in effect. Notwithstanding the foregoing, Seller shall have the right prior to the Closing (hereinafter defined) to remove the Stations of the Cross and any other religious patrimony not listed on Exhibit D attached hereto.

(4) Appurtenances. (a) All rights, privileges and easements appurtenant to the Land, all development rights and air rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, including all of the right, title and interest, if any, of Seller in and to the land in the bed of any public street, road or avenue, in front of or adjoining the Land, to the center line thereof, and all water, water rights and water stock and minerals and mineral rights of every kind (including without limitation, oil, gas and other hydrocarbon substances) on or under the Land owned by Seller and not previously conveyed or reserved of record, all of the foregoing, only to the extent that such rights and privileges can be conveyed. (b) In addition thereto, all assignable existing warranties and guaranties (express or implied) issued to Seller, if any, in connection with the Improvements or the Personalty, and all assignable existing permits, licenses, approvals and authorizations issued by any governmental authority, if any, in connection with the Property (the property described in the clause (b) being referred to herein collectively as the “Intangibles”). Any and all assignments shall be made without representation, warranty or recourse in any event.

(5) Awards. All right, title and interest to any unpaid awards for damages to the Land resulting from any taking in eminent domain or by reason of change of grade of any street accruing after the Closing Date (hereinafter defined) to the extent not credited in reduction of the Purchase Price or otherwise assigned to Purchaser. All such awards accruing prior to the Closing Date shall remain the property of Seller, subject to the provisions of Section 11 of this Agreement.

(b) Acceptable Title. Seller shall convey and Purchaser shall accept such title to the Property as is insurable (without special premium), subject, nevertheless, only to the following matters (collectively, the “Permitted Exceptions”):

(1) Real estate taxes and assessments not yet due and payable. All taxes and charges shall be brought current as of the Closing Date and are subject to apportionment as more fully set forth below.

(2) Any and all covenants, restrictions, agreements and easements of record disclosed in that certain Certificate of Title Issued by Stewart Title Insurance Company dated May 13, 2021 with Title No. 210980365 (the “Existing Title Report”), including the Railroad Right Reservation contained in a deed made by Second Church of the Evangelical Association of North America to Church of Saint Benedict the Moor, dated February 8, 1898 and recorded February 8, 1898 in Liber 63 Section 4 cp. 113.

(3) Minor encroachments of twelve (12) inches or less, if any, of fences, all doors and steps, walls, windows, trim, railings, stoops and other improvements.

(4) All zoning, building and environmental laws, ordinances, codes, restrictions and regulations, and any amendments thereto, heretofore or hereafter adopted by any municipal, state, federal or other authority having or claiming jurisdiction over the Property.

(5) Party Wall agreement or agreements disclosed on the Existing Title Report, if any.

(6) Any state of facts shown on the Survey of the Property attached hereto as Exhibit A.

(7) Rights of any public authority or utility company to lay, maintain install and repair pipes, lines, poles, conduits, wires, cable boxes and other related equipment on, under, over or across the Property which are either (a) existing as of the Effective Date or (b) granted to a public utility in the ordinary course after the date hereof with Purchaser's reasonable consent, provided that Purchaser's consent shall not be required (but notice thereof shall be provided to Purchaser) if Seller is required by applicable law to grant same to a public utility company.

(8) Minor variations of twelve (12) inches or less between record lines of the Property and retaining walls, if any.

(9) Minor variations of twelve (12) inches or less between legal description and the description contained in the tax map.

(10) Standard exceptions and exclusions from coverage normally contained in the form of the owner's title insurance policy to be issued by the Title Company (hereinafter defined).

Section 2. Base Purchase Price and Acceptable Funds.

(a) Base Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be SIXTEEN MILLION AND 00/100 (\$16,000,000.00) DOLLARS, payable pursuant to the terms and conditions contained in this Agreement, but subject to adjustment and apportionment as provided below.

(b) Acceptable Funds. All monies payable under this Agreement, unless otherwise specified, shall be paid by:

(1) Certified checks of Purchaser drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or other as Seller may direct;

(2) Official bank checks drawn by any such banking institution, unendorsed and payable to the order of Seller, or other as Seller may direct;

(3) Wire transfer pursuant to wire instructions provided to Purchaser by Seller prior to Closing; or

(4) As otherwise agreed to in writing by the parties.

Section 3. Deposit and Escrow.

On the Effective Date, Purchaser shall deliver a deposit to Cullen and Dykman LLP ("Escrow Agent"), One Battery Park Plaza, New York, New York 10004, Attn: Paul A. Michels, Esq. (if by check, subject to collection, if by wire, subject to receipt), in the amount of THREE MILLION TWO HUNDRED THOUSAND AND 00/100 (\$3,200,000.00) DOLLARS (the

“Deposit”). Escrow Agent shall retain possession of the Deposit until delivery or return thereof is permitted or required under this Agreement. The Deposit shall be deposited in a separate interest-bearing escrow account at ConnectOne Bank. The Deposit shall be held by the Escrow Agent pursuant to the terms of this Agreement and the Escrow Agreement annexed hereto as Exhibit B. If there is any conflict between the terms of this Agreement and the Escrow Agreement with respect to the Deposit or the Escrow Agent’s duties with respect thereto, the terms of the Escrow Agreement shall govern.

In addition, Purchaser understands, acknowledges and agrees that upon execution of this Agreement, the Deposit shall immediately become non-refundable (except upon an uncured default by Seller or Seller’s inability, or refusal to comply with the terms of this Agreement or failure of a closing condition hereunder, or as otherwise specifically provided for in this Agreement), and shall be delivered by Escrow Agent to Seller if Purchaser shall fail to close hereunder on or before the Closing Date, subject in any event to compliance by the Escrow Agent with the notification and other obligations contained in the Escrow Agreement. If the purchase and sale shall close pursuant to this Agreement, the Deposit (plus 50% of the accrued interest, if any) shall be credited against the Purchase Price at Closing. For the avoidance of doubt, 50% of the accrued interest, if any, on the Deposit shall not be credited against the Purchase Price at Closing and shall be paid to Seller.

Section 4. Condition of Property.

(a) As-Is. **PURCHASER ACKNOWLEDGES THAT SELLER IS SELLING, AND PURCHASER SHALL ACCEPT, THE PROPERTY IN ITS “AS IS” CONDITION, NORMAL WEAR AND TEAR EXCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY, STATED OR IMPLIED, WHATSOEVER BY SELLER OR ANY EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER RELATING TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE EXPRESSED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH THE EXCEPTION OF THE EXPRESS, LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. PURCHASER COVENANTS AND WARRANTS TO SELLER THAT PURCHASER HAS RELIED SOLELY ON PURCHASER’S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY. PURCHASER ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO RETAIN PROFESSIONAL ADVISORS, INCLUDING LEGAL COUNSEL, IN CONNECTION WITH ITS DUE DILIGENCE INVESTIGATION OF THE PROPERTY AND THE ENTERING INTO OF THIS AGREEMENT.**

Except as expressly set forth herein, Seller makes no representations or warranties with regards to the (i) condition of the Property and (ii) the permissible or legal use of the Property. Purchaser agrees to take title to the Property, irrespective of the physical condition of the Property on the Closing Date, whether the result of general wear and tear, fire or other casualty, subject in any event to Section 5(d) and Section 11 hereof. From the Effective Date until the Closing, Seller shall keep, maintain (including all insurance policies) and operate the Building in a manner consistent with Seller’s past practice with regards to a vacant and non-occupied building. Purchaser acknowledges that Seller has informed Purchaser that the Building has been vacant in excess of five (5) years. From the Effective Date until the Closing, Seller shall not enter into (and shall not

permit any party to enter into on Seller's behalf) any lease, license or other occupancy agreement or any service contract or other agreement in respect to all or any portion of the Property that survives the Closing Date. From the Effective Date until Closing, Seller shall promptly deliver to Purchaser copies of all Violations and any notice Seller may receive from any governmental authority in respect of the Property. Purchaser acknowledges that following the filing of the Supreme Court Petition (as more particularly described in Section 6(c) below), Seller may receive inquiries from government officials with regards to the status of the existing church building on Lot 51 and agrees that Seller may respond to such inquiries by confirming that pursuant to the Agreement (forming a part of the Supreme Court Petition), the existing church building will continue to be used as a church and by describing the other contents of the Agreement and Supreme Court Petition, as may be necessary. Seller shall advise Purchaser electronically or orally within a reasonable period thereafter of any such communication and the substance thereof. Notwithstanding the foregoing, no earlier than ten (10) days prior to the filing of the Supreme Court Petition, Seller may of its own initiative advise the New York City Landmarks Preservation Commission ("LPC") and the local Council Member for the Council District in which the existing church building is located that (i) the Agreement has been executed and (ii) the existing church building will continue to be used as a church pursuant to the terms of the Agreement. Seller shall advise Purchaser electronically or orally within a reasonable period thereafter of any such communication and the substance thereof. Seller agrees that it shall not otherwise initiate discussions with government officials or other third parties concerning the existing church building or any other portion of the Property, without the express prior consent of Purchaser.

(b) Merger. It is understood and agreed that all oral or written statements, representations or promises, of any and all prior negotiations and agreements are superseded and hereby merged in this Agreement, which alone fully and completely expresses the parties' agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. Seller shall not be liable for or be bound by any verbal or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or any other person, unless the same are specifically set forth herein. All prior oral or written statements, representations, or promises, if any, and all prior negotiations and agreements heretofore had between the parties hereto are superseded by this Agreement and are merged herein.

(c) Release. By execution of this Agreement, Purchaser, on behalf of itself, its officers, directors and its and their successors and assigns, does hereby forever release the (i) Seller, (ii) the Archbishop of New York and (iii) the Archdiocese of New York and each of their respective officers, directors, contractors and advisors (collectively, "Seller's Affiliates") of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses ("Losses"), whether known or unknown, arising out of or in any way connected with the Property, including, without limitation, the environmental and/or physical condition of the Property and by the execution of this Agreement, Purchaser does hereby forever release Seller and Seller's Affiliates of and from any environmental claims and causes of action existing now or hereafter created or enacted, whether at common law or by federal, state, county, or municipal law or ordinance. Purchaser agrees never to commence, aid in any way, or prosecute against Seller and Seller's Affiliates and their respective successors and assigns, any action or other proceeding based upon any Losses covered in this paragraph. The provisions of this subparagraph (c) shall survive Closing. Purchaser expressly waives any rights or benefits available to it with respect to the

foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. Purchaser, by the execution of this Agreement, acknowledges that Purchaser fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 4.

Section 5. No Mortgage Contingency, Title and Survey; Post-Execution Access Rights; Seller's Cooperation.

(a) No Mortgage Contingency. Purchaser has made, or will have made, arrangements satisfactory to it to have sufficient funds available to perform all of its financial obligations hereunder at the time performance is required. **PURCHASER ACKNOWLEDGES THAT ITS OBLIGATION TO PERFORM HEREUNDER IS NOT CONDITIONED OR CONTINGENT UPON THE OBTAINING OF ANY THIRD PARTY FINANCING AND/OR FUNDING AND THAT IF PURCHASER IS UNABLE TIMELY TO CLOSE HEREUNDER AS A RESULT OF THE UNAVAILABILITY FOR ANY REASON OF THIRD PARTY FINANCING (OR OTHER FUNDING), PURCHASER SHALL BE IN BREACH AND DEFAULT HEREUNDER WITHOUT ANY CURE OR GRACE PERIOD AND SELLER MAY EXERCISE ITS DEFAULT RIGHTS UNDER THIS AGREEMENT.**

(b) Title. (i) Purchaser, at Purchaser's sole cost and expense, shall order a title commitment from AmTrust Title Insurance Company (the "Title Company") and shall cause a copy of the title commitment, and all updates, to be forwarded to Seller's attorney concurrently with (or promptly following) its receipt of same. Not later than twenty (20) days from the Effective Date (the "Title Objection Date"), Purchaser may provide Notice to Seller that Purchaser disapproves of one or more matters affecting title to the Property and request that Seller correct such deficiency, provided, however, that the existence of the Permitted Exceptions and the standard exceptions on Purchaser's title commitment shall not be considered unsatisfactory title conditions. All matters affecting title to the Property which are not disapproved by Purchaser on or before the Title Objection Date (or after the Title Objection Date solely with respect to new matters arising and shown on an updated title commitment issued by the Title Company after the Title Objection Date as more particularly described below), and which have been disclosed to Purchaser in the title commitment issued by the Title Company, shall be deemed to be additional Permitted Exceptions for the purposes of this Agreement. In the event Seller receives no such Notice, all matters affecting title to the Property shall be deemed Permitted Exceptions other than Mandatory Removal Items (as defined below). Notwithstanding the foregoing to the contrary, in the event (i) Seller's attorney shall receive a (x) copy of the title commitment issued by the Title Company on or before the Title Objection Date or (y) an updated title commitment issued by the Title Company after the Title Objection Date, and (ii) the title commitment or updated title commitment shall contain unsatisfactory title matters affecting the title to the Property (other than the Permitted Exceptions and standard exceptions), then Purchaser shall be deemed to have timely objected to such unsatisfactory title matters in accordance with the terms and conditions hereof.

(ii) If Purchaser timely objects to a title matter, Seller shall, in the exercise of its sole discretion, promptly thereafter, advise Purchaser in writing whether Seller intends to

correct the title objection or provide endorsement coverage with respect thereto in a form reasonably acceptable to Purchaser prior to the Closing. In such event, Seller shall be entitled to reasonable adjournments of the Closing (in no event to exceed forty-five (45) days in the aggregate), to enable Seller to cure any title exceptions, defects or objections and to convey the Property to Purchaser in accordance with the terms of this Agreement. Seller shall be deemed to have cured any title exceptions, defects or objections provided Seller arranges with the Title Company to (i) insure Purchaser against any monetary loss as a result of such exceptions, defects or objections (either by omitting same from the title policy or otherwise providing customary affirmative insurance), or (ii) to remove such exceptions, defects or objections as such from the Title Policy (defined below) issued to Purchaser. Nothing contained herein shall be deemed to require Seller to take or bring any action or proceeding or any other steps or to incur any expense in excess of \$25,000.00 to remove any defect, exceptions or objection to title or to fulfill any condition of this Agreement or expend any moneys therefore, except that, notwithstanding anything to the contrary contained herein, Seller shall be obligated to repay and satisfy in full and cause to be removed from title any mortgage(s) encumbering the Property and remove any monetary lien or encumbrance of the Property created by or on behalf of Seller or otherwise with Seller's consent (such mortgages, monetary liens and/or monetary encumbrances, collectively, the "Mandatory Removal Items").

(iii) Seller agrees that it will not, between the Effective Date and the Closing Date, intentionally cause any matters to affect title to the Property which would constitute further exceptions under the Title Policy.

(iv) If Seller shall be unable to convey title to the Property at the Closing in accordance with the provisions of this Agreement or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may at any time accept such title to the Property as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof and without any claim against Seller with respect to this Agreement or otherwise. The acceptance by Purchaser of the Deed (hereinafter defined) shall be deemed to be full performance of and discharge of every agreement and obligation on Seller's part to be performed under this Agreement with respect to the Property, except those representations and warranties and other obligations that specifically survive the Closing Date.

(v) In the event the Title Company is unable or unwilling to insure to Purchaser an ALTA standard owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price, insuring Purchaser's title to the Property, subject only to the Permitted Exceptions and the standard printed exceptions to title in an ALTA standard owner's policy and Purchaser elects not to proceed with the Closing of this transaction, Purchaser's sole remedy shall be to declare this Agreement terminated, at which time the Deposit shall be returned to Purchaser.

(vi) If on the date of Closing there may be any liens or encumbrances which Seller is obligated to pay and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously either deliver to Purchaser at the Closing instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments or, provided that Seller has made arrangements with the Title Company in advance of Closing, Seller will deposit with the

Title Company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured Property (either by omitting same from the title policy or otherwise providing customary affirmative insurance). Purchaser, if request is made within a reasonable time prior to the date of the Closing, agrees to provide at the Closing separate certified or bank checks as requested, aggregating the amount of the balance of the Purchase Price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such liens and encumbrances shall not be deemed objections to title if Seller shall comply with the foregoing requirements. Notwithstanding the foregoing, Seller shall have the continuing right to object to a title matter first appearing after the expiration of the Title Objection Date in any update or amendment to the report or abstract prepared by the Title Company.

(c) Survey. Purchaser may cause to be prepared a current survey. In the event Purchaser elects to cause a survey to be prepared, Purchaser shall deliver a copy of the survey to Seller. The cost of any survey shall be borne by Purchaser.

(d) Post-Execution Access Rights. (i) From the Effective Date until the Closing Date, Purchaser's consultants, engineers and contractors (collectively, "Purchaser's Agents") shall have the right to enter the Property on business days between the hours of 9 a.m. to 5 p.m. and at all other mutually convenient times to conduct, at Purchaser's sole cost and expense, physical examinations and inspections of the Property (collectively, the "Property Inspection"). Purchaser shall provide Seller at least forty-eight (48) hours' notice in order to allow a representative of Seller to be present at all times in connection with the Property Inspection undertaken by Purchaser or Purchaser's Agent. Any displacement or damage of the Property caused by Purchaser or Purchaser's Agents shall promptly be repaired, remedied and restored by Purchaser to Seller's reasonable satisfaction. Purchaser shall provide evidence to Seller of the existence of liability insurance policies covering Purchaser's Agent's Property Inspection in the following amounts: (i) commercial general liability insurance including personal injury, death and broad form property damage, and contractual liability coverages in the minimum amount of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, (ii) if it has employees, workers compensation insurance in the full amounts mandated by New York State statute, and (iii) umbrella/excess liability in the amount of \$3,000,000.00 in the aggregate. Prior to the Purchaser or Purchaser's Agents entering the Property to perform the Property Inspection activities, Purchaser shall provide an ACORD insurance certificate, with coverage acceptable to the Seller, naming the Seller, the Archdiocese of New York and Archbishop of New York, each as additional insureds and shall contain the following language in the description of operations box on the certificate: "The Church of Saint Benedict the Moor, the Archdiocese of New York, and His Eminence, Timothy Cardinal Dolan are names as additional insureds under the policy. Any umbrella liability coverage is primary and non-contributory to all other insurance afforded to the additional insureds." In the event this Agreement is terminated pursuant to the terms hereof, Purchaser shall, without representation or warranty, cause a copy of all final third-party reports, studies and investigations related to the Property Inspection (collectively, the "Investigation Reports") prepared by third parties for or on behalf of Purchaser to be delivered to Seller promptly upon such termination.

(ii) Purchaser shall keep the Property free from all liens and to the fullest extent permitted by law, defend, indemnify, and hold Seller and Seller's Affiliates harmless from and

against all claims and/or losses, whether arising out of (i) injury or death to persons or (ii) damage to any property, incurred, suffered by, or claimed against Seller arising out of or in connection with Purchaser's, or any of Purchaser's Agent's, entry upon the Property and any Property Inspection activities pursuant to this Section 5(d), including but not limited to, the costs or remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, provided, however, that the foregoing indemnity shall exclude (x) any liability, loss, cost, judgment, claim, damage or expense arising directly and solely due to the negligence or willful misconduct of the indemnified party, (y) matters merely discovered by reason of Purchaser's (or any of Purchaser's Agent's) inspection, except to the extent that same was disturbed or exacerbated by Purchaser (or any of Purchaser's Agent's), and (z) any claim for incidental, consequential, indirect, punitive, special or exemplary damages, or for lost profits, unrealized expectation or other similar claims.

(e) Seller's Cooperation. (i) At any time prior to the Closing, Purchaser shall have the right to submit PW-1 forms to the New York City Department of Buildings (the "DOB"), in connection with proposed construction work at the Property. With regards thereto, Seller shall use commercially reasonable efforts to reply to Purchaser's request. Said submissions will be at the Purchaser's sole cost and expense and shall not be grounds for terminating this Agreement or delaying the Closing in the event the DOB does not approve the submission of the aforementioned PW-1. All work shall commence after the Closing Date. Seller shall, to the extent reasonably necessary, cooperate with Purchaser's submissions and promptly execute PW-1 forms at Purchaser's request and Purchaser shall, to the fullest extent permitted by law, indemnify, defend and hold Seller harmless from and against any and all loss, claims and/or causes of actions resulting from such PW-1 forms and the contents thereof.

(ii) Under no circumstance shall Purchaser, prior to the Closing Date, "pull" any permits from the DOB or any other governmental agency having jurisdiction over the Property or Purchaser's intended construction and/or redevelopment thereof. In the event this Agreement is terminated for any reason whatsoever, Purchaser shall cause any such PW-1 application to be "closed" of record.

(iii) Seller shall provide Purchaser and its representatives with reasonable access to the Property, subject to the Seller's standard form of temporary license agreement requiring that (x) Purchaser provides certificates of insurance naming Seller as additional insured thereunder and evidencing coverage types and limits reasonably acceptable to Seller and (y) Purchaser shall indemnify Seller against all Losses arising out of such access.

Section 6. Conditions Precedent to Closing.

The Closing of this transaction on the Closing Date and Seller's obligation to sell and Purchaser's obligation to acquire the Property shall, in addition to any other conditions set forth herein, be conditional and contingent upon satisfaction by the other party, or waiver by the other party, as applicable, of each and all of the below listed conditions:

(a) Closing Documents and Purchase Price. Seller and Purchaser, to the extent necessary, shall each have tendered all Closing Documents (hereinafter defined) and all other required deliveries to the other and Purchaser shall have tendered the Purchase Price (subject to

pro-rations) to Seller.

(b) Compliance with Agreement. Seller and Purchaser shall each have performed and complied in all material respects with all of their respective covenants and conditions contained in this Agreement, and no event shall have occurred which if it continued uncured would, with the passage of time or notice or both, constitute a default under this Agreement by either party.

(c) Ecclesiastical Approvals. The sale of the Property is subject to, and contingent upon, Seller receiving (i) approval of Seller's Board of Trustees, (ii) all required ecclesiastical approvals, including the Archbishop of New York and the Holy See, and (iii) a final court order issued by a New York State Supreme Court, pursuant to Section 12 of the New York Religious Corporations Law, authorizing this sale (collectively, the "Approvals"). Seller shall make application for all required court and ecclesiastical approvals and exercise commercially reasonable efforts to obtain and thereafter diligently and continuously pursue same in good faith and shall advise Purchaser of any interim decision and the final decision of on each of the Approvals. Seller shall, upon request, advise Purchaser of the status of the Approvals. Seller shall pay all costs incurred in obtaining the Approvals. Upon Seller's receipt of the court order, Seller's attorney shall provide a pdf copy of same, via electronic mail, to the Purchaser's attorney. Upon issuance of the approval by the Holy See, Seller's attorney shall provide confirmation of receipt thereof, via electronic mail, to Purchaser's attorney. In the event one or more of the Approvals are denied and Seller notifies Purchaser that no appeal will be taken, this Agreement shall thereupon be cancelled and the Deposit (together with any interest earned thereon) shall be refunded to Purchaser. Seller may, but shall not be obliged to, appeal any ecclesiastical decision denying authorization of this sale. Notwithstanding anything to the contrary contained herein, in the event the Approvals have not been obtained by March 31, 2023, Purchaser shall have the option of terminating this Agreement, whereupon the Deposit (together with any interest earned thereon) shall be promptly returned to Purchaser. Seller has informed Purchaser that below is a list of the milestones and anticipated timing for obtaining the Approvals (each of the items listed below is referred to herein as an "Approval Milestone" and the anticipated date with respect to each such Approval Milestone is referred to as an "Anticipated Milestone Date"). Promptly following each Anticipated Milestone Date, Seller shall notify Purchaser that the applicable Approval Milestone has been achieved or, if the applicable Approval Milestone has not been achieved by the Anticipated Milestone Date, a reasonably detailed statement as to the current status thereof and the new anticipated date that the Approval Milestone expects to be achieved.

<u>Approval Milestones</u>	<u>Anticipated Milestone Date</u>
(1) Submit Supreme Court Petition, accompanied with approval of Seller's Board of Trustees and consent of Archbishop of New York	January 17, 2023
(2) Submit request to Rome for Holy See approval	January 17, 2023
(3) Obtain Supreme Court Order	March 17, 2023
(4) Obtain Holy See Approval	March 17, 2023

(d) Representations and Warranties. All of Purchaser's representations and warranties made in this Agreement shall be true and correct in all material respects (i) as of the Effective Date and (ii) as of the Closing Date as if then made. All of Seller's representations and warranties made

in this Agreement shall be true and correct in all material respects (x) as of the Effective Date and (y) as of the Closing Date as if then made.

Section 7. Closing.

(a) Closing Date. The purchase and sale of the Property shall close the later of (i) March 20, 2023 or (ii) fifteen (15) days after the date Seller's counsel notifies Purchaser's counsel, via electronic mail, of Seller's receipt of all Approvals (the "Closing Date"), as evidenced by the delivery of the Closing Documents as set forth in Section 8 of this Agreement (the "Closing"). Purchaser shall have the right to extend the Closing Date an additional fifteen (15) day period (the "Outside Closing Date"). **Time shall be deemed of the essence with regards to Purchaser's obligation to close on or before the Outside Closing Date.** If the Closing does not occur on or before the expiration of the Closing Date, as extended if applicable, then this Agreement shall, with notice by one party to the other, terminate except for those provisions of this Agreement which expressly survive a termination and the parties shall have the rights and remedies in connection therewith as set forth in Section 10 of this Agreement.

(b) Time and Place. The Closing shall take place (i) at 10:00 a.m. on the Closing Date at the offices of Seller's counsel, Cullen and Dykman LLP, One Battery Park Plaza, New York, New York 10004 or at such other place as the parties may mutually agree or (ii) by escrow with Purchaser's Title Company.

Section 8. Closing Deliverables.

(a) Except as set forth below, on the Closing Date, Seller shall deliver, or cause to be delivered, to Purchaser the following fully executed documents and/or items, acknowledged where appropriate (together referred to herein as the "Closing Documents"):

(1) Deed. A bargain and sale deed without covenants containing the covenant required by Section 13 of the New York Lien Law (the "Deed") and the Restrictive Covenants (described in Section 14 below), executed and acknowledged by Seller and in proper statutory form for recording, sufficient to convey the Property to Purchaser, subject to and in accordance with the provisions of this Agreement;

(2) Transfer Taxes. The requisite real estate transfer tax returns (Form TP-584 and Form NYC-RPT) and the applicable city and state real estate transfer taxes required under Article 31 of the New York Tax Law in connection with the transfer of the Property;

(3) Non-Foreign Status Affidavit. A Certificate of Non-Foreign Status executed by Seller in the form of that annexed hereto as Exhibit C;

(4) Bring Down Certificate. A certificate signed by the Seller certifying that the representation and warranties of Seller expressly set forth herein are materially correct as of the Closing Date.

(5) Assignment and Assumption. To the extent assignable, an Assignment and Assumption Agreement, without representation, warranty or recourse in any event, relating to Intangibles.

(6) Bill of Sale. A Bill of Sale, without representation, warranty or recourse in any event, relating to the Personal Property.

(7) Closing Statement. A counterpart original of the closing statement setting forth the Purchase Price, the closing adjustments and application of the Purchase Price as adjusted;

(8) Title Documents. Any affidavits and/or consents reasonably required by Purchaser's Title Company (including a customary title affidavit from Seller) to omit any exceptions, other than Permitted Exceptions, from Purchaser's Title Policy;

(9) Possession. Possession of the Property shall be delivered to Purchaser upon completion of the Closing; and

(10) Brokerage Commissions. Seller shall pay any brokerage commissions due as provided in Section 12 below.

(b) Except as set forth below, on the Closing Date, Purchaser shall deliver, or cause to be delivered, to Seller the following fully executed documents and/or items, acknowledged where appropriate:

(1) Payment of Purchase Price. At the Closing, Purchaser shall pay to Seller immediately available good funds, legal tender of the United States of America (in the case of certified or bank checks, subject to collection and in the case of a wire, subject to receipt), in the amount of the Purchase Price adjusted for any pro-rations and apportionments, as herein provided, less the amount of the Deposit (and Purchaser receiving a credit against the Purchase Price equal to 50% of any interest accrued thereon). All or any part of the Purchase Price may, at Seller's option, be paid or payable to one or more other person(s) or entity(ies) as Seller or Seller's attorney shall designate, provided Purchaser receives Notice of such designation at least two (2) business days prior to the date of Closing.

(2) Closing Costs. Purchaser shall pay at Closing all costs associated with its title examination including the premium for Purchaser's Title Policy, all other costs associated with the any mortgage financing, the cost of its survey, the costs of any appraisal, engineering and environmental reports and feasibility studies which it may obtain, all other inspection or due diligence costs, and all recording fees, filing fees (except those associated with the filing of the New York State and New York City transfer tax returns, which shall be the responsibility of Seller, except in the case of mansion tax described below), mortgage recording tax and sales tax. To the extent applicable, Purchaser shall be responsible for any transfer taxes imposed by statute primarily on a purchase of residential real property pursuant to Section 1402-a(a) of the New York Tax Law (e.g., the "mansion tax") and Seller shall be responsible for all other New York State and New York City transfer taxes, if any. Seller and Purchaser shall each be responsible for paying their respective legal fees and costs. The provisions of this clause (2) shall survive the Closing.

Section 9. Apportionments.

The following items shall be prorated as of the Closing and such pro-rations shall be credited to the appropriate party in determining the amounts payable pursuant to the Purchase Price. Such pro-rations shall be made on the basis of a 360-day year, as of 12:01 a.m. on the

Closing Date.

(a) Property Taxes. All real property taxes which are due and payable on or before the Closing shall be paid by Seller on or before the Closing Date and any such amounts so paid which relate to any period following the Closing shall be credited to Seller. All real property taxes for the current year, not yet due and payable shall be prorated as of the Closing (based upon the current year's tax bill, if available, or the previous year's tax bill if the current year's tax bill is not available) and the amount thereof which relates to any period prior to the Closing shall be credited to Purchaser. Any such pro-ration of taxes for the current year shall be subject to adjustment following issuance of final tax bills. This requirement of final adjustment of tax bills shall survive Closing. Seller shall be entitled to retain for its own account any and all refunds (whenever received) of taxes and assessments paid by Seller prior to the Closing (duly prorated as of the Closing Date), including without limitation, any of the same that shall result from pending property tax appeals relating to the Property. The net amount received (or tax adjustment realized) by either party as a result of a tax protest for the tax period comprising the Closing shall be prorated between the parties as of the Closing. To the extent any refund for a period prior to Closing is received by Purchaser, such refund shall be promptly paid to Seller. The provisions of this subparagraph 9(a) shall survive Closing.

(b) Assessments. All assessments, special assessments and other like charges actually imposed against the Property, or any part thereof, by reason of roadways, utility lines, streets, alleys or other improvements in existence, under construction or planned and which are due and payable as of the Closing Date shall be prorated to such date. All such assessments, special assessments and other charges affecting the Property and payable after the Closing Date shall be the sole responsibility of Purchaser. All refunds of assessments paid by Seller prior to the Closing Date shall be retained by Seller. To the extent any refund for a period prior to Closing is received by Purchaser, such refund shall be promptly paid to Seller. Seller hereby represents that it has not received any notice of pending or future assessments as of the Effective Date. The provisions of this subparagraph 9(b) shall survive Closing.

(c) Utilities. Prepaid water, sewer, and other utility charges (to the extent applicable, fuel oil based on an oil tank reading) allocable to the period from and after the Closing Date (if any) shall be credited to Seller, and accrued and unpaid water, sewer, and other utility charges allocable to the period prior to the Closing Date shall be credited to Purchaser. If any of the foregoing utility charges are subject to a meter, then pro-ration at the Closing shall be based on the last available reading or an estimate of the amount due at Closing, subject to adjustment after the Closing when the next reading is available. Seller shall arrange for meter readings for all utilities within thirty (30) days of the Closing. Seller will reasonably cooperate with Purchaser in transferring all utility accounts, if any. The provisions of this subparagraph 9(c) shall survive Closing.

The foregoing pro-rations shall be made as of the Closing Date based on the best information and estimates available to the parties at the time. Such pro-rations shall be considered final and binding for all purposes absent material mistake of fact. If any of the pro-rations described in this Section 9 cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably possible thereafter and either party owing the other party a sum of money based on such subsequent pro-rations shall promptly pay said sum to the other party.

A final closing adjustment shall be made by Purchaser and Seller within thirty (30) days after the necessary information is available to the parties, and to the extent that any additional payment or repayment is indicated by the final adjustment, the payment or repayment shall be made within thirty (30) days after the final adjustment is made. If a dispute shall arise between Purchaser and Seller regarding the final closing adjustments and the parties are unable to resolve the same, the matter shall be referred to arbitration and the determination of such arbitrator shall be final and binding upon the parties. The fees and expenses shall be borne by the parties equally. If either party owing funds to the other after the Closing Date pursuant to this Section does not remit them within thirty (30) days after demand therefore (which demand shall also include invoices or other appropriate documentation in support thereof), such funds shall thereafter bear interest at a "Default Rate" equal to two percent (2%) above the interest rate as announced from time to time by JPMorgan Chase Bank as its "prime rate", as the same shall fluctuate from day to day, or, if lesser, the maximum rate permitted by applicable New York law.

Section 10. Default and Remedies.

A. PURCHASER'S DEFAULT. IF PURCHASER IS IN DEFAULT OF ITS OBLIGATION TO PURCHASE THE PROPERTY ON THE CLOSING DATE IN ACCORDANCE WITH THIS AGREEMENT AND SELLER ELECTS TO TERMINATE THIS AGREEMENT DUE TO SUCH PURCHASER'S DEFAULT, THE DEPOSIT (PLUS ACCRUED INTEREST, IF ANY) SHALL BE FORFEITED BY PURCHASER AND RETAINED BY SELLER, SUBJECT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE ESCROW AGREEMENT, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL FURTHER OBLIGATIONS UNDER THIS AGREEMENT.

PURCHASER AND SELLER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE IN THE EVENT OF PURCHASER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT TO PURCHASE THE PROPERTY AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SUCH DAMAGES. THE DEPOSIT (PLUS ACCRUED INTEREST, IF ANY) SHALL, THEREFORE, BE LIQUIDATED DAMAGES TO SELLER AND RETENTION THEREOF SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IN THE EVENT SELLER ELECTS TO TERMINATE THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.

B. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF OR HAS BREACHED ANY COVENANT CONTAINED IN THIS AGREEMENT OR IS UNABLE TO PERFORM ITS OBLIGATION TO CONVEY THE PROPERTY TO PURCHASER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, PURCHASER MAY ELECT:

(i) TO TREAT THIS AGREEMENT AS TERMINATED, IN WHICH CASE THE DEPOSIT (PLUS ACCRUED INTEREST, IF ANY) SHALL BE RETURNED TO PURCHASER; OR,

(ii) TO TREAT THIS AGREEMENT AS BEING IN FULL FORCE AND EFFECT AND, EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS

AGREEMENT, PURCHASER SHALL HAVE THE RIGHT ONLY TO AN ACTION FOR SPECIFIC PERFORMANCE. PURCHASER EXPRESSLY WAIVES THE RIGHT TO DAMAGES OF ANY NATURE (OTHER THAN REIMBURSEMENT OF REASONABLE AND DOCUMENTED LEGAL FEES IF PURCHASER IS THE PREVAILING PARTY IN A SPECIFIC PERFORMANCE ACTION, AS SET FORTH IN SECTION 13(H) BELOW.

Section 11. Casualty and Condemnation.

If prior to the Closing, fifteen (15%) percent or more of the Improvements of the Property shall be destroyed or substantially damaged, or the Land or such Improvements shall become the subject of any proceedings, judicial, administrative, or otherwise, with respect to fifteen (15%) percent or more thereof by eminent domain, condemnation or otherwise, Seller shall promptly notify Purchaser thereof and Purchaser, at its option, may within fifteen (15) days after receipt of such notice elect to terminate this Agreement by giving Seller written notice thereof in which event (i) the Deposit shall be returned to Purchaser and (ii) the parties hereto shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If the Closing Date is within the aforesaid fifteen (15) day period, then the Closing shall be extended to the next business day following the end of said fifteen (15) day period. If less than fifteen (15%) percent of the Property is destroyed or substantially damaged or subject to taking, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be consummated with no further adjustment or modification of the Purchase Price or otherwise and at the Closing, Seller shall assign, transfer, and set over to Purchaser all the right, title, and interest of Seller in and to any condemnation awards, eminent domain awards or insurance proceeds (plus Purchaser shall receive a credit against the Purchase Price in an amount equal to any deductible) as a result of the destruction of the Property by fire or other casualty that have been or may thereafter be made. For purposes of this Section 11, the reference to a casualty or condemnation destroying or substantially damaging or involving, as applicable, fifteen (15%) percent or more of the Improvements of the Property or similar phrases, shall be deemed to also include a casualty or condemnation involving a portion of the Property, the value of which is equal to or greater than fifteen (15%) percent of the Purchase Price, as reasonably determined by a reputable engineer agreed to between the parties.

Section 12. Brokerage Commissions.

Seller and Purchaser each hereby represents and warrants to the other that it has not dealt with any broker in connection with the transaction contemplated in this Agreement other than Denham Wolf Real Estate Services ("Seller's Broker") and Compass ("Purchaser's Broker", together with Seller's Broker, collectively, the "Broker"). Each of Seller and Purchaser hereby agree to defend, indemnify and hold the other harmless from and against any and all claims of any person or entity claiming a brokerage fee or commission through the Seller or Purchaser as the case may be (except that Purchaser's indemnity in favor of Seller shall not include claims by Broker). Seller agrees to pay Broker a commission as per a separate agreement with Seller's Broker. The provisions of this Section 12 shall survive Closing.

Section 13. Miscellaneous.

(a) Entire Agreement. This Agreement supersedes all prior discussions, agreements

and understandings between Seller and Purchaser and constitutes the entire agreement between Seller and Purchaser with respect to the transaction herein contemplated. This Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

(b) Waiver. Each party hereto may waive any breach by the other party of any of the provisions contained in this Agreement or any default by such other party in the observance or performance of any covenant or condition required to be observed or performed by it contained herein; PROVIDED, ALWAYS, that such waiver or waivers shall be in writing, shall not be construed as a continuing waiver, and shall not extend to or be taken in any manner whatsoever to affect any subsequent breach, act or omission or default or affect each party's rights resulting therefrom. No waiver will be implied from any delay or failure by either party to take action on account of any default by the other party. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(c) Further Assurances. Each party hereto shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

(d) Notices. All notices and demands given or required to be given by any party hereto to any other party ("Notices") shall be in writing and shall be delivered in person or sent by telecopy with electronic confirmation of receipt thereof and with concurrent mailing by U.S. Postal Service delivery, or by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, or by registered or certified U.S. mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:

Archdiocese of New York
1011 First Avenue
New York, New York 10022
Attention: Angelo Salvatore, Associate Director of Real Estate

and

Cullen and Dykman LLP
One Battery Park Plaza
New York, New York 10004
Attention: Paul A. Michels, Esq.

TO PURCHASER:

JMM Charitable Foundation Inc.
5200 West Century Boulevard
Los Angeles, California 90045
Attention: Walter Wang and Shirley Wang

With a contemporaneous copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Cyril Touchard, Esq.

All Notices delivered in the manner provided herein shall be deemed given upon actual receipt (or attempted delivery if delivery is refused). Any notice or other communication under this Agreement may be given on behalf of a party by an attorney for such party. Notwithstanding the foregoing, the parties agree that notices under Section 5(b) and Section 5(d) of this Agreement may be given by email to (x) if to Seller, Angelo Salvatore (angelo.salvatore@archny.org) and Paul Michels (pmichels@cullenllp.com) and (y) if to Purchaser, to Shirley Wang (ShirleyWang@plastproinc.com) and Cyril Touchard (Cyril.Touchard@friedfrank.com).

(e) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, provided, however, that Purchaser may not assign this Agreement, in whole or in part without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser shall have the right, without Seller's consent but upon reasonable prior notice to Seller, to assign this Agreement to one or more entities directly or indirectly wholly owned and otherwise controlled by Purchaser; it being agreed that if Purchaser elects to assign this Agreement to two entities, then the Closing Documents shall be prepared and executed for each applicable portion of the Property being transferred to the designated entity (i.e., one set of Closing Documents for the designated purchaser of Lot 149 and one set of Closing Documents for the designated purchaser of Lot 51) and Purchaser shall have the right to allocate the Purchase Price in connection therewith.

(f) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of laws principles, and the venue of any legal action filed in connection herewith shall be in New York County.

(g) No Third Parties Benefited. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties to this Agreement, except as and to the extent otherwise expressly provided herein.

(h) Legal Fees. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable legal fees.

(i) Construction. The section titles or captions in this Agreement are for convenience only and shall not be deemed to be part of this Agreement. All pronouns and any variations of pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. This Agreement shall

not be construed as if it had been prepared only by Purchaser or Seller but rather as if both Purchaser and Seller had prepared the same. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(j) No Recording. Purchaser covenants and agrees not to record this Agreement or any memorandum of this Agreement and agrees that any such recording by Purchaser shall be deemed a material default hereunder.

(k) Confidentiality and Indemnification. Purchaser covenants and agrees that, except (1) as required by law, (2) with respect to such information that is already known to Purchaser from sources other than Seller or Seller's agents or representatives or (3) with respect to such information that is or becomes generally available to the public other than as a result of disclosure by Purchaser: (i) all written information provided to it by Seller in connection with the Property or resulting from Purchaser's inspections of the Property and review of relevant materials will be held in strict confidence by it (other than disclosure to its attorneys, accountants, consultants, lenders, business associates (including potential equity partners), agents and employees, provided that Purchaser shall inform such parties of the confidentiality requirements with respect thereto), (ii) upon Seller's written request, Purchaser will return all such written information to Seller in the event the transaction contemplated by this Agreement is not consummated, and (iii) except as expressly set forth herein, Seller has made no representation or warranty regarding the accuracy or completeness of the materials provided to Purchaser and Purchaser has conducted Purchaser's own due diligence inquiry with respect to the Property. Purchaser further agrees to indemnify and hold Seller harmless from and against any and all claims or damages, including reasonable attorneys' fees, resulting from Purchaser's breach of the covenant contained herein and/or from its or its agents' entrance onto the Property, except as a result of either (i) mere discovery of any pre-existing condition at the Property and/or (ii) the negligence or willful misconduct of Seller or any of its employees, agents, representatives or contractors. The indemnification contained herein shall, without limitation, survive the termination of this Agreement. Purchaser acknowledges that if this provision is breached, Seller could not be made whole by monetary damages alone. Accordingly, Seller, in addition to any other remedy to which it may be entitled to by law or in equity, shall be entitled to injunctive relief. No remedy or election shall be deemed exclusive but, whenever possible, shall be cumulative with all remedies available at law or in equity.

(l) Consents and Approvals. Both Seller and Purchaser represent and warrant to the other that each have obtained all requisite consents and approvals (other than the Approvals referenced in Section 6(c) hereof), whether required by internal operating procedures or otherwise, for entering into this Agreement and closing the transaction contemplated hereby.

(m) Counterparts. 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. This Agreement will become effective when duly executed by each party hereto. PDF email signatures shall have the same binding effect as original signatures. No party hereto shall raise the use of a PDF email to deliver a signature or the fact that any signature or agreement

or instrument was transmitted or communicated through the use of a PDF email as a defense to the formation of a legal, valid and binding contractual obligation and each such party forever waives any such defense.

(n) Jury Trial Waiver. **PURCHASER AND SELLER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(o) Exhibits. All of the Exhibits referenced in this Agreement are attached hereto and incorporated as part of this Agreement and shall have the same meaning as if they were incorporated fully within the text of this Agreement.

(p) No Liability. Notwithstanding anything to the contrary set forth in this Agreement, the Closing Documents or any other documents contemplated by this transaction (collectively, the "Transaction Documents"), in the event Seller is in default of or has breached any covenant contained in the Transaction Documents, Purchaser will seek redress, if any, solely from Seller's interest in the Property, including the proceeds of the sale thereof and no other property or assets of Seller or Seller's Affiliates or any of their successors and assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of any claim under the Transaction Documents, whether arising by contract, tort, or otherwise.

(q) Execution. This Agreement shall not be binding or effective unless and until it has been duly executed and delivered by Seller and Purchaser.

Section 14. Restrictive Covenants.

Seller is a religious corporation operated under the auspices of the Roman Catholic Church. It is, therefore, of utmost importance to Seller that the Property (including any improvements hereafter made thereto) not be used or altered in any way that would violate any of the covenants set forth below. Seller would not have entered into this Agreement if Purchaser had been unwilling to accept the Deed containing the said covenants. The Deed to be delivered pursuant to this Agreement from Seller (the "party of the first part") to Purchaser (the "party of the second part") shall contain the following provisions and covenants (collectively, the "Restrictive Covenants"):

"(i) The party of the second part recognizes that the party of the first part is a religious corporation operated under the auspices of the Roman Catholic Church. The party of the second part accordingly recognizes and agrees that any violation of any of the covenants in clauses (ii) and (iii) below would be seriously damaging and harmful to the reputation and standing of the party of the first part as such a religious corporation.

(ii) The party of the second part covenants that it shall not permit or conduct any obscene performances in violation of Article 235.0 of the New York Penal Law on the premises hereby conveyed or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale, or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.0 of the New York Penal Law.

(iii) The party of the second part further covenants that it shall not use, permit or suffer the premises hereby conveyed to be used or occupied for the purpose of performing any abortions, stem cell research or euthanasia procedures or providing any counseling or advice relating to abortions, birth control, stem cell research or euthanasia or place any signs or advertising on or about said premises that relate to abortions, birth control, stem cell research or euthanasia.

(iv) The covenants in (i) and (ii) and (iii) shall run with the land and shall bind the party of the second part and its successors and assigns, and any violation of any of the covenants shall entitle the party of the first part and its successors and assigns to seek an injunction in any court of competent jurisdiction in the State of New York enforcing said covenant or covenants, which shall be the sole right and remedy of the party of the first part in the case of any such violation and, for the avoidance of doubt, the party of the first part shall have no right of reversion of title in the case of any such violation.”

Section 15. Return to Value.

(a) Subject in all respects to the provisions of Section 15(b) below, if, at any time or times after the Closing and prior to the second (2nd) anniversary of the Closing Date, there shall be any Transfer or Transfers (as hereinafter defined) by Purchaser or any other entity, whether voluntary or involuntary, direct or indirect, of all or any part of the Property, or of any part thereof, Purchaser shall pay to Seller eighty-five (85%) percent of the value-increase realized as a result of such Transfer or Transfers (such 85%, the “Return of Value Payment”). Such value-increase shall be the difference between: (i) the amount received on account of such Transfer or Transfers, including the fair market value of non-cash consideration paid for the Property, less all reasonable expenses incurred in connection with such Transfer or Transfers (including, but not limited to legal fees, transfer taxes and brokerage commissions and other reasonable and documented closing costs), and (ii) the Purchase Price paid hereunder, as increased by all actual and documented third party expenses incurred in connection with the Closing, acquisition, financing, development, operation, testing, repair, improvement and maintenance of the Property; which costs and expenses and consideration received shall, in each case, be appropriately pro-rated to reflect any Transfers of a portion of the Property. Any dispute as to the computation of such value-increase shall be resolved by a court of competent jurisdiction.

(b) The term “Transfer” or “Transfers” shall mean the selling, granting, conveying, assigning or otherwise transferring, by operation of law or otherwise, the Property (or any part thereof), or more than a twenty-five (25%) percent beneficial ownership of the Purchaser. No holder of any mortgage from time to time on the Property or any portion thereof shall be subject to the provisions of this Section 15. Notwithstanding anything to the contrary contained herein, none of the following shall be subject to this Section 15 or give rise under any circumstances to any obligation whatsoever to pay any Return of Value Payment or any other payment or consideration to Seller or any of Seller’s Affiliates.

1. any Transfer, for little or no consideration, to an affiliate of Purchaser, provided such affiliate agrees in writing to be bound by the terms of this Section 15;

2. any Transfer of the Property (or any portion thereof) to a purchaser at a foreclosure sale with respect to any mortgage on the Property, from time to time or to a grantee (including nominees and designees of holders of any mortgage on the Property) in connection with a deed in lieu of foreclosure of the Property (or any portion thereof);

3. any Transfer of any individual condominium units created at the Land or Property.

(c) The provisions of this Section 15 shall survive the Closing for the period specified in subparagraph (a) above. For the avoidance of doubt, this Section 15 shall not apply to any Transfer or Transfers after the second (2nd) anniversary of the Closing Date.

Section 16. Church Building Preservation.

Seller is conveying the Property in reliance upon the expressed representation, warranty and covenant on the part of Purchaser that the Purchaser, its successors and assigns shall maintain and preserve the existing church building located on Lot 51 as a church for a period of twenty (20) years following the Closing Date; it being agreed that the foregoing shall (i) not be deemed to (a) impose any restrictions whatsoever on the former parish building and rectory located on Lot 149, (b) restrict any exterior renovations to the former church building on Lot 51 other than material modifications to the façade of the existing church building on Lot 51 facing the street, provided, that the foregoing shall not restrict modifications to such façade solely (1) to the extent required by or in connection with improvements required by the Americans for Disability Act or any other applicable law or governmental authority, (2) relating to the lighting of such façade and/or front of such church building, (3) to the extent performed in connection with new Building and/or mechanical systems that are installed at the church, including on the roof thereof and/or (4) to the extent required by or in connection with any required repairs or maintenance to such façade or the removal or abatement of asbestos containing material, lead based paint or other hazardous materials on the church façade (e.g., the wood door frames, window sills, metal pipe, gate and trim located within such façade), and (c) restrict any interior improvements or other interior alterations or modifications to the existing church building during such period so long as the use remains as a church during such period and (ii) be subject to casualty, condemnation, force majeure and other matters outside Purchaser's reasonable control (for example and for illustration purposes only, future changes in applicable law restricting the use of the Building as a church). The Purchaser acknowledges that Seller in entering into this Agreement in reliance on the aforesaid covenant. The provisions of this Section 16 shall survive the Closing.

Section 17. Seller's Representations.

Seller represents and warrants to Purchaser as follows:

(i) Seller is the sole owner of the Property. The Property is not encumbered by any mortgage liens.

(ii) Seller is a validly existing New York Religious corporation and in good standing under the laws of the State of New York and has the requisite power and authority to enter into and, subject to receipt of the Approvals to perform the terms of this Agreement.

(iii) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

(iv) On the Closing Date, the Property shall be delivered free of all leases, licenses, occupants, tenants, and any other parties in possession.

(v) No party other than Purchaser has any right or option to purchase all or any portion of the Property.

(vi) Seller has not received written notice of any pending condemnation or eminent domain proceedings that would affect the Property.

(vii) Seller is not, nor to the Seller’s actual knowledge is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, “Specially Designated National and Blocked Person” or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a “Prohibited Person”); (2) Seller is not (nor to the Seller’s actual knowledge, is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (3) neither Seller (nor, to the Seller’s actual knowledge, any person, group, entity or nation which owns or controls Seller, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

(viii) This Agreement constitutes, and each document and instrument to be executed and delivered by Seller hereunder, when so executed and delivered, shall constitute, the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms, covenants and conditions, subject in any event to receipt of the Approvals.

(ix) Seller has all requisite power and authority to execute, deliver and perform this Agreement, and has taken all action required by law, or otherwise, to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and no further consent or approval (other than the Approvals) is required in order to constitute this Agreement as a legal, valid and binding obligation of Seller. Other than the Approvals, no consent, waiver or approval by any other party or by any court is required in connection with the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

(x) Seller is not a party to any service, maintenance or management contract affecting the Property that will survive the Closing Date.

(xi) The air rights and development rights with respect to the Property have not been transferred or encumbered by Seller.

(xii) There are no union contracts, collective bargaining agreements or similar agreements or arrangements with respect to the Property that will extend beyond the Closing Date,

and there are no persons employed at the Property by Seller or any managing agent thereof who shall be the responsibility of Purchaser after the Closing.

(xiii) There is no action, suit, litigation, hearing or administrative proceeding (collectively, "Litigation") pending against Seller or, to Seller's actual knowledge, threatened in writing with respect to all or any portion of the Property that would prevent Seller from conveying the Property to Purchaser pursuant to the terms of this Agreement or otherwise materially adversely affect the use and operation of the Property in any material respect. The foregoing representation shall in no way be deemed a representation by Seller of the existence or non-existence of any municipal Violations. Seller shall promptly provide notice to Purchaser of any Litigation. Purchaser acknowledges that Seller may receive inquiries from municipal officials which it shall have the right to respond thereto as provided in Section 4(a) herein. In such an event, Seller shall advise Purchaser electronically or orally within a reasonable time thereafter of any such communication and the substance thereof. Except as specifically contemplated in Section 4(a) herein, Seller shall not initiate any discussions with any municipal officials or other third parties.

The provisions of this Section 17 shall survive the Closing for the period of ninety (90) days from the Closing Date, provided that if Purchaser makes any claim against Seller within such 90-day period, then the provisions of this Section 17 shall survive until any dispute with respect to such claim is fully and finally resolved. Notwithstanding anything to the contrary contained herein, Seller agrees not to dissolve the entity that constitutes Seller.

Section 18. Violations.

Seller has informed Purchaser that Seller has engaged Design2174 (the "Expediter") to assist in the curing and removal of record of certain boiler inspection/open permit violations and public assembly violations disclosed in the Existing Title Report (the "Existing Violations"). From and after the date of this Agreement, Seller shall exercise commercially reasonable and diligent efforts to cure the Existing Violations. Seller agrees to keep Purchaser reasonably apprised as to the status of such efforts, including, without limitation, by making the Expediter available to discuss such updates with Seller, Purchaser and their respective representatives. Seller agrees that (1) with respect to the Existing Violations relating to the boiler inspections/permits, Seller shall deliver to the Title Company (or permit the Title Company to retain from the closing proceeds), such amounts as may be sufficient to pay all fines relating to such Existing Violations relating to boiler inspections/permits so as to cause same to be cured and removed of record (and same shall be confirmed by the Expediter to Purchaser) and (2) with respect to the Existing Violations relating to public assembly (the "Public Assembly Violations"), if the Public Assembly Violations have not all been cured and removed of record prior to the Closing, then, at Closing, Seller agrees to deposit with the Escrow Agent an amount equal to 110% of the amount by which the Expediter reasonably determines (subject to a "cap" of \$100,000) would be required to cure all such Public Assembly Violations following the Closing (which shall be based on the fines that could be imposed with respect thereto or other amounts that could reasonably be expected to be incurred in connection with the cure and removal of record of such Public Assembly Violations (such amount to be deposited with the Escrow Agent, the "Escrow Funds"), which Escrow Funds shall be held by the Escrow Agent pursuant to an escrow agreement between the Escrow Agent, Seller and Purchaser and reasonably agreed to in good faith between Seller and Purchaser. Without limiting

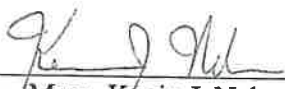
the foregoing, if any of the Public Assembly Violations have not been cured and removed of record as of Closing, in addition to escrowing the Escrow Funds as set forth above, Seller agrees to reasonably cooperate with Purchaser and Expediter in connection with the cure of such Public Assembly Violations after the Closing, including providing such reasonable documentation and information with respect thereto that is in Seller's possession or control and reasonably required in connection with the cure thereof. Each of Seller and Purchaser agrees that if any other notes and notices of violations of law or municipal ordinances, orders or requirements now or hereafter noted in, or issued by, any governmental department having authority as to land, housing, buildings, fire, health, environmental and labor conditions affecting the Property (each, a "New Violation") is issued against the Property or discovered by Seller or Purchaser prior to the Closing Date, then the fines with respect thereto shall be paid by Seller and any such New Violation shall be cured by Seller subject to the same protocols and terms applicable to the Existing Violations (i.e., if a fine can be paid as of Closing to cure such New Violation then the funds to pay same shall be delivered by Seller to the Escrow Agent at Closing in order to cure same or if any such New Violation cannot be cured on or prior to Closing despite Seller's commercially reasonable efforts to do so, then the Escrow Funds shall be appropriately increased to account for any such New Violation). Seller agrees that Purchaser shall have the right to engage its own expediter at its sole cost and expense to assist in the curing and removal of record of the Existing Violations and/or any New Violations and Seller agrees to reasonably cooperate with such expediter in connection with curing of the Existing Violations and/or any New Violations as set forth herein. For the avoidance of any doubt, other than reasonably cooperating with Purchaser's designated expeditor, Seller's responsibility or liability to Purchaser, in the event it has to remove any (x) Existing Violation and (y) New Violation following the Closing, shall be limited strictly to the Escrow Funds. The provisions of this Section 18 shall survive the Closing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

THE CHURCH OF SAINT BENEDICT THE MOOR,
a New York religious corporation

By: 
Rev. Msgr. Kevin J. Nelan
Secretary and Administrator

PURCHASER:

JMM CHARITABLE FOUNDATION INC.,
a Delaware non-stock corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

THE CHURCH OF SAINT BENEDICT THE MOOR,
a New York religious corporation

By: _____
Rev. Msgr. Kevin J. Nelan
Secretary and Administrator

PURCHASER:

JMM CHARITABLE FOUNDATION INC.,
a Delaware non-stock corporation

By: _____
Name: *Shirley Wang*
Title: *Director*

EXHIBIT A SURVEY

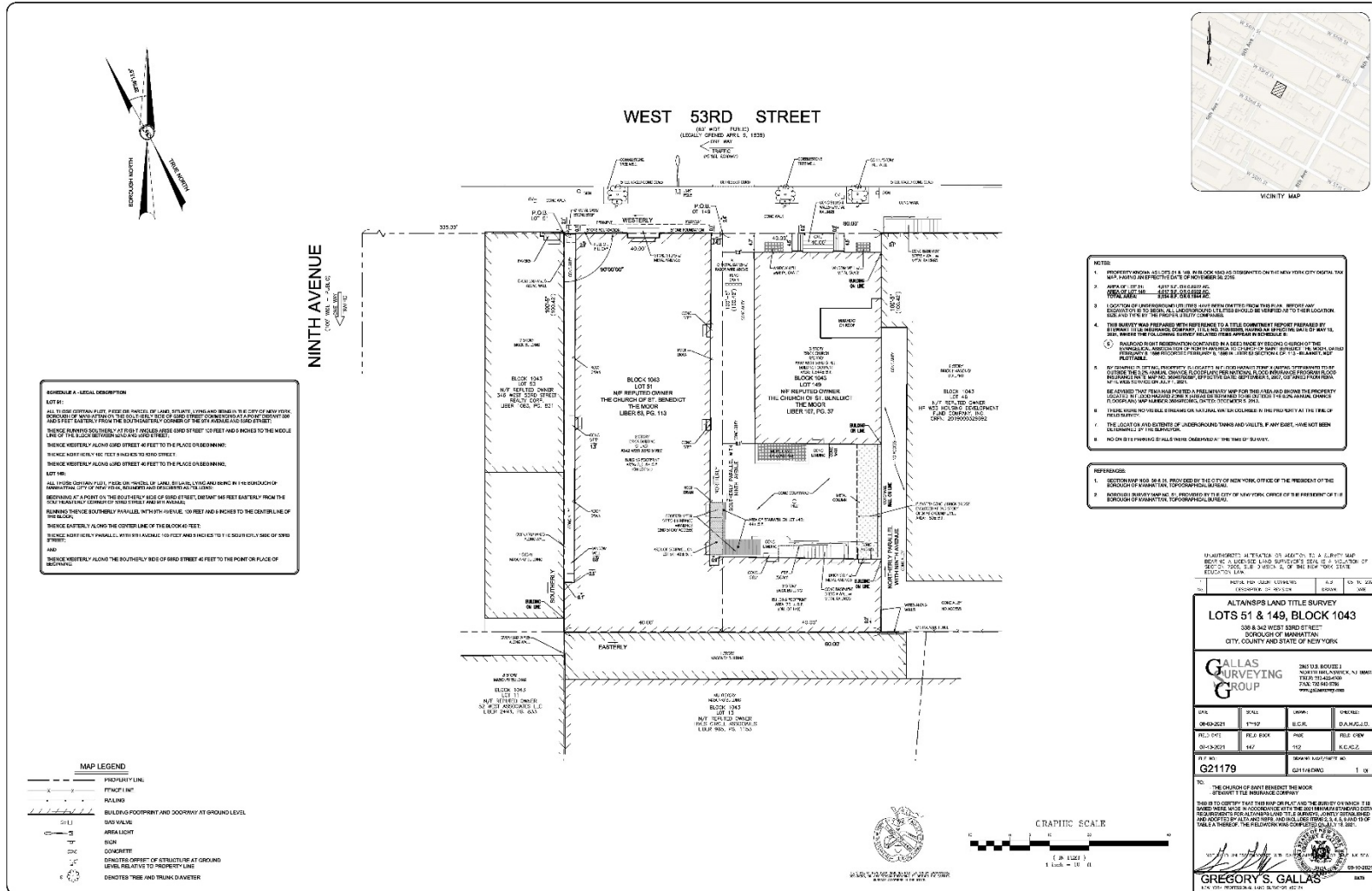


EXHIBIT B

FORM OF ESCROW AGREEMENT

December 20, 2022

Cullen and Dykman LLP
One Battery Park Plaza
New York, New York 10004

Gentlemen:

Pursuant to a Purchase and Sale Agreement, dated the date hereof (the “Contract”), between **THE CHURCH OF SAINT BENEDICT THE MOOR**, a New York religious corporation (the “Seller”) and **JMM CHARITABLE FOUNDATION INC.**, a Delaware non-stock corporation (the “Purchaser”) with respect to the sale of certain property known as 338-342 West 53rd Street, New York, New York, having a New York County tax map designation of Block 1043, Lots 149 and 51 (collectively, the “Property”), we request you to act as escrow agent (“Escrowee”) to hold in escrow in an interest bearing and insured account with ConnectOne Bank. the deposit made under the Contract by Purchaser in the sum of \$3,200,000.00 (the “Deposit”), on the following terms and conditions:

1. Escrowee shall deliver the Deposit (plus accrued interest, if any) to Seller or to Purchaser, as the case may be, in accordance with the following:

(a) To the Seller upon the closing contemplated by the Contract; or

(b) Subject to Paragraphs 2 and 3 hereof, to the Seller upon receipt of written demand therefore signed by Seller, stating that Purchaser has defaulted in performance of its obligations under the Contract, that Seller is entitled to such payment under the Contract; or

(c) Subject to Paragraphs 2 and 3 hereof, to Purchaser upon receipt of written demand therefore signed by Purchaser, stating that Seller has defaulted in the performance of its obligations under the Contract and that Purchaser is entitled under the Contract to the return of the Deposit.

2. Upon receipt of a demand for the Deposit made by Seller or Purchaser pursuant to subparagraphs 1(b) and 1(c), inclusive, Escrowee shall promptly give notice to the other party of such demand. If Escrowee does not receive an objection from the other party to the proposed payment within 10 days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee receives an objection from the other party to the proposed payment within such period, Escrowee shall send a copy thereof to the party who made the demand.

3. If conflicting demands are made by the parties in connection with this Agreement or if Escrowee, in good faith, is in doubt as to the action it should take, Escrowee, acting solely as

a stakeholder, shall have the right to commence an interpleader action in the Supreme Court for New York County and/or to take no further action except in accordance with joint instructions from Seller and Purchaser or in accordance with the final judgment of the court in such action or the final judgment of a court of competent jurisdiction entered in a proceeding in which Seller and Purchaser are named as parties, directing the disbursement of the Deposit. In addition, if Escrowee shall receive a notice from either Seller or Purchaser to the effect that litigation between Seller and Purchaser over entitlement to the Deposit has been commenced, Escrowee shall, on notice to Seller and Purchaser, deposit the Deposit with the Clerk of the Court in which such litigation is pending.

4. (a) Escrowee shall be under no obligation to take any action in respect of the Deposit or pursuant to this Agreement which, in its opinion, shall be likely to involve it in any expense or liability, unless and until Escrowee shall be furnished with an indemnity satisfactory to it against such liability and expense in connection with the taking of such action.

(b) Escrowee shall be entitled to rely, for all purposes of this Agreement upon any notice, demand or other communication given to it pursuant to this Agreement with respect to the matters stated therein, and each such notice, demand or communication shall be full authority to Escrowee for any action taken, suffered or omitted in reliance thereon. Escrowee is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any writing delivered to it in accordance with this Agreement and may assume that any person signing such writing is authorized to do so.

(c) Escrowee shall not be held liable by reason of its inability to make any required disbursement from the Deposit because of any insufficiency of the Deposit resulting from any loss on the account in which the Deposit is held pursuant to this Agreement.

(d) Escrowee shall not be answerable or accountable except for its bad faith or willful misconduct, and Escrowee shall not be liable for any error of judgment made by it in good faith.

(e) Escrowee shall charge no fee for its services under this Agreement.

(f) Escrowee in entering into this Agreement assumes no obligations under or with respect to the Contract and is not bound by any of the terms thereof.

(g) Escrowee may act or refrain from acting in respect of any matter referred to in this Agreement in full reliance upon and with the advice of counsel selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel, except in the case of subparagraph (d) above.

5. Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Deposit or any other dispute between the parties.

6. This Escrow Agreement shall create no right in any person or entity other than the parties hereto and their respective successors and permitted assigns, and no third party shall have the right to enforce or benefit from the terms hereof.

7. Except for claims under Section 4(d) hereof, Seller and Purchaser shall severally

(but not jointly) indemnify and hold harmless Escrowee from fifty percent (50%) of any damage, cost, liability or expense (including without limitation reasonable attorneys' fees and disbursements either paid to retained attorneys or representing the fair value of legal services rendered by Escrowee) which Escrowee may incur by acting hereunder, without prejudice to any right either party may have against the other party for any such damage, cost, liability or expense.

8. All notices, demands, requests and other communications required to be given or which may be given hereunder shall be in writing and shall be given in accordance with the provisions of the Contract.

9. This Agreement constitutes the entire agreement with respect to the terms and conditions of this escrow, and no modification of this Agreement shall be binding unless in writing and signed by the party to be charged.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the within escrow shall not inure to the benefit of any of the assigns of Purchaser or Seller unless and until Escrowee shall have received a duly executed assignment and assumption (in form reasonably satisfactory to Escrowee) of all of the assignor's obligations hereunder.

11. 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. This Agreement will become effective when duly executed by each party hereto. PDF email signatures shall have the same binding effect as original signatures. No party hereto shall raise the use of a PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a PDF email as a defense to the formation of a legal, valid and binding contractual obligation and each such party forever waives any such defense

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

THE CHURCH OF SAINT BENEDICT THE
MOOR, a New York religious corporation

By: _____
Rev. Msgr. Kevin J. Nelan
Secretary and Administrator

JMM CHARITABLE FOUNDATION INC.,
a Delaware non-stock corporation

By: _____
Name:
Title:

AGREED TO

Cullen and Dykman LLP
Escrowee

EXHIBIT C

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a “foreign person.” To inform the transferee that withholding of such tax is not required upon the disposition of a U.S. real property interest by **THE CHURCH OF SAINT BENEDICT THE MOOR**, a New York religious corporation (the “Transferor”), the undersigned hereby certifies the following on behalf of the Transferor:

- (1) The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- (2) The Transferor’s U.S. employer identification number is _____; and
- (3) The Transferor’s office address is c/o The Church of the Sacred Heart of Jesus, 457 West 51st Street, New York, New York 10019.

Dated: _____, 2023

TRANSFEROR:

THE CHURCH OF SAINT BENEDICT THE MOOR,
a New York religious corporation

By: _____
Rev. Msgr. Kevin J. Nelan
Secretary and Administrator

EXHIBIT D

RELIGIOUS PATRIMONY

1. Stained Glass windows (17).
2. Rooftop crosses.
3. Hammond electric organ.
4. Vestment cabinet.
5. Light fixtures (8).
6. Glass entrance doors (2).
7. Ceramic tile depictions (2) on front of church.