UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re: The Diocese of Buffalo, N.Y., Debtor.	Case No. 20-10322 (CLB) Chapter 11

ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE (A) APPROVING THE SALE AND PARTIAL LEASEBACK OF CERTAIN REAL PROPERTY LOCATED AT 785, 814, 815, 819 AND 821 MAIN STREET, BUFFALO, NEW YORK; (B) AUTHORIZING AND APPROVING THE FORM OF PURCHASE AGREEMENT AND ACCOMPANYING LEASE; (C) APPROVING THE SALE FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; (D) AUTHORIZING THE DIOCESE TO CONSUMMATE THE TRANSACTIONS RELATED THERETO; AND (E) GRANTING RELATED RELIEF

Upon the motion [Docket No. 4581] (the "Sale Motion"),[1] filed by The Diocese of Buffalo, New York (the "Diocese"), for entry of an order (this "Order") approving the sale and partial leaseback of certain real property located at (i) 785 Main Street, Buffalo, New York 14203, (ii) 814 Main Street, Buffalo, New York 14203, (iii) 815 Main Street, Buffalo, New York 14203, (iv) 819 Main Street, Buffalo, New York 14203, and (v) 821 Main Street, Buffalo, New York 14203 (each a "Parcel" and collectively, (i) – (v), together with all improvements and fixtures located thereon, the "Real Property"), pursuant to the terms of that certain purchase and sale agreement, as amended, free and clear of all Encumbrances, and the form of lease agreement with BFC Buffalo Main LLC (the "Stalking Horse Bidder"), authorizing the Diocese to consummate all transactions related to the proposed sale and partial leaseback of the Real Property (the "Sale Transaction"), and granting related relief; and the Court having entered an order on March 10, 2026 [Docket No. 4646] (the "Bidding Procedures Order") approving, among other relief, certain bidding procedures for the sale and partial leaseback of the Real Property; and upon the public auction sale of the Real Property

[1] Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Sale Motion.

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having been conducted by the Diocese on May 5, 2026 (the "Auction") in accordance with the terms of the Bidding Procedures Order; and PLK Enterprises, LLC (the "Purchaser"), being deemed a timely qualified bidder and having been determined by the Diocese to have submitted the highest and best bid for the Real Property at the Auction in the amount of $4,600,000.00 (the "Purchase Price"); and the Purchaser having entered into that certain purchase and sale agreement dated May 27, 2026 (the "Purchase Agreement"), a copy of which is attached hereto as ***Exhibit A***; and the Purchaser having entered into the lease agreement dated May 27, 2026 (the "Lease Agreement"), a copy of which is attached hereto as ***Exhibit B***; and upon the objection to the Sale Transaction filed by the Stalking Horse Bidder (the "Objection"); and upon the declaration of Richard C. Suchan, the Chief Operating Officer for The Diocese of Buffalo, N.Y. in support of the Sale Transaction; and a hearing to consider the Objection and approval of the Sale Transaction having been held on May 8, 2026 at 2:00 p.m. (the "Sale Hearing"); and the Objection having been overruled by the Court; and all interested parties having been afforded an adequate opportunity to be heard; and the Court having reviewed and considered: (i) the Sale Motion, (ii) the Objection; and (iii) the arguments of counsel made and the evidence presented at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and approval of the Sale Transaction with the Purchaser is in the best interests of the Diocese, its estate, and its creditors; and upon the record of the Sale Hearing and the Diocese's chapter 11 case (the "Chapter 11 Case"), which is incorporated herein by reference; and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[2]

A. This Court has jurisdiction and authority to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this Chapter 11 Case and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought herein are sections 105 and 363 of title 11 of the United States Code 11 U.S.C. § 101 *et seq.*, (the "Bankruptcy Code"), and Rules 2002, 6004, and 9014 of the Federal Rules for Bankruptcy Procedure (the "Bankruptcy Rules").

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C, § 158(a). Time is of the essence in effectuating the Purchase Agreement and proceeding with the Sale Transaction. The Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs that the stay contemplated by Bankruptcy Rule 6004(b) is hereby vacated to any extent necessary to permit the immediate effectiveness of this Order. This Order shall be effective immediately upon its entry and the parties may consummate the transactions contemplated in the Sale Motion immediately upon entry of this Order.

D. The Bidding Procedures Order approved, among other things, certain notice and bidding procedures for the Auction, if any, and the Sale Hearing. The Bidding Procedures Order provided that it was immediately effective upon entry and such Order is a final and non-appealable order and remains in full force and effect.

E. As evidenced by the Certificates of Service [Docket Nos. 4590, 4600, 4617, 4638, 4663, 4709, 4730, 4741, 4781, and 4786] filed with the Court, proper, timely, adequate and sufficient

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[2] The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these proceedings by Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

notice of the Sale Motion, the Auction, and the Sale Hearing has been provided in accordance with the terms of the Bidding Procedures Order and Bankruptcy Code sections 102(1) and 363(b) and Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014 to all persons and entities entitled to such notice. No other or further notice of the Sale Motion (and any transactions contemplated thereby), the Sale Hearing, or the entry of this Order is necessary or shall be required.

F. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

G. Pursuant to the Bidding Procedures Order, the Bid Deadline was initially set at April 17, 2026, with an auction to follow on April 22, 2026. In the exercise of its discretion and business judgment, and in consultation with the Committee, as authorized under the terms of the Bidding Procedures Order, the Diocese extended and further extended the Bid Deadline and the Auction Dates as follows:

Event or Deadline	**Previous Date and Time**	**Extended to: Date and Time**	**Dkt No.**
Bid Deadline	April 17, 2026 at 12:00 Noon	April 21, 2026 at 12:00 Noon	4718
Bid Deadline	April 21, 2026 at 12:00 Noon	April 30, 2026 at 12:00 Noon	4732
Bid Deadline	April 30, 2026 at 12:00 Noon	May 4, 2026 at 5:00 P.M.	4759
Auction Date	April 22, 2026 at 12:00 Noon	May 5, 2026 at 12:00 Noon	4732

Prior to the Auction, the Diocese received a timely qualified bid from the Purchaser. On May 5, 2026, the Diocese conducted the Auction in accordance with the Bidding Procedures Order, which process was non-collusive, fair and reasonable, and conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser acted in good faith in all respects of its participation in the bid process and Auction. Neither the Diocese nor the Purchaser have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the consummation of the Sale Transaction. The Auction afforded a full, fair and reasonable opportunity for any Qualified Bidder to make an offer for the Real Property.

H. The Purchase Price of $4,600,000 was the highest and best bid, and the Purchaser was determined to be the Successful Bidder. The Purchase Agreement, subject to and conditioned upon the Lease Agreement, represents a fair and reasonable offer to purchase the Real Property under the facts and circumstances of the Chapter 11 Case, and the form and total consideration to be realized by the Diocese pursuant to the Purchase Agreement constitute a transfer of the Real Property at fair market value. Approval of the Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Diocese, its creditors, its estate, and all other parties in interest.

I. The Diocese has articulated a sufficient business justification under the standard set forth in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983) and has otherwise demonstrated a sufficient basis and the existence of compelling circumstances requiring it to sell the Real Property, subject to and conditioned upon the Lease Agreement, as contemplated in the Sale Motion and the terms set forth herein. Such an action is an appropriate exercise of the Diocese's reasonable business judgment and is in the best interests of the Diocese, its creditors, and its estate.

J. The Purchaser, the Diocese and their professionals have complied with the Bidding Procedures Order in all material respects and in good faith.

K. The offer of the Purchaser and the total consideration to be realized by the Diocese: (i) is the highest and best offer received by the Diocese; (ii) is fair and, reasonable; and (iii) is in the best interests of the Diocese, its creditors and its estate. The Diocese's determination that the Purchaser's offer constitutes the highest and best offer for the Real Property constitutes a valid and sound exercise of the Diocese's reasonable business judgment. The Sale Transaction was negotiated and entered into in good faith, based upon arm's-length negotiations and without collusion or fraud of any kind. The Purchase Price to be paid by the Purchaser was not controlled by an agreement among potential bidders. Neither the Purchaser nor any of its affiliates, officers, directors, managers, shareholders, or any of their respective successors or assigns is an "insider" of the Diocese, as that term is defined in section 1.01(31) of the Bankruptcy Code.

L. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Diocese, its estate, and its creditors, if the sale of the Real Property to the Purchaser were not free and clear of all Encumbrances (as set forth in the Purchase Agreement) of any kind or nature whatsoever to the greatest extent permitted under sections 10.5(a) and 363 of the Bankruptcy Code and other applicable law, whether such Encumbrances are known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of the Case, whether imposed by agreement, understanding, law, equity or otherwise, relating to, accruing or arising at any time prior to the Closing (as defined in the Purchase Agreement).

M. The Diocese may sell the Real Property free and clear of all Encumbrances of any kind or nature whatsoever, to the greatest extent permitted under sections 105 and 363 of the Bankruptcy Code and other applicable law, whether such Encumbrances are known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of the Chapter 11 Case, whether imposed by agreement, understanding, law, equity or otherwise, relating to, accruing or arising at any time prior to the

Closing, because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f) has been satisfied. Accordingly, all persons having Encumbrances of any kind or nature whatsoever against or in any of the Real Property shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such Encumbrances against the Real Property, the Purchaser, or any of its assets, property, successors, or assigns.

N. The transfer of the Real Property to the Purchaser shall be a legal, valid and effective transfer of the Real Property and shall vest the Purchaser with all right, title and interest in and to the Real Property.

O. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are incorporated herein.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is GRANTED, as set forth herein.

2. All objections to the Sale Motion and/or the Sale Transaction, including the Objection, or to the relief granted herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled with prejudice on the merits.

3. Notice of the Sale Hearing was fair and adequate under the circumstances and complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014.

Approval of the Sale Transaction

4. The Purchaser is hereby designated as the Successful Bidder for the Real Property. The Purchase Agreement and Lease Agreement are approved in their entirety. The sale of the Real Property to the Purchaser, subject to and conditioned upon the Lease Agreement, as contemplated in the Sale Motion, is approved pursuant to sections 105(a) and 363 of the Bankruptcy Code. The

Diocese and its officers, directors, employees and agents are hereby authorized to take such actions as are necessary to consummate the transaction contemplated in the Sale Motion, and in connection therewith, are hereby authorized to execute and deliver any agreements, instruments and documents that may be reasonably necessary or desirable to implement and effectuate the provisions of this Order and the transactions approved hereby and to take all further actions as may reasonably be requested by the Purchaser for the purpose of selling, assigning, transferring, granting, conveying, conferring and delivering the Real Property to the Purchaser, all without further order of this Court.

Transfer of the Real Property

5. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Real Property shall be transferred to the Purchaser at the Closing free and clear of all Encumbrances of any kind or nature whatsoever and all such Encumbrances shall attach to the net cash proceeds of the transactions in the order of their priority, with the same validity, force and effect that they now have as against the Real Property, subject to any claims and defenses the Diocese or any other party may possess with respect thereto.

6. The Purchaser shall not be liable or obligated, or assume, or in any way be responsible for, any liabilities or obligations of the Diocese or its estate (whether direct or indirect, liquidated or unliquidated, choate or inchoate, or contingent or fixed) arising before or after the consummation of the Sale Transaction. All persons or entities holding Encumbrances of any kind or nature with respect to the Real Property are hereby barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrances against the Purchaser, its successors or assigns, or the Real Property. This Order is and shall be effective as a determination that all such Encumbrances shall be and are, without further action by any person or entity, released with respect to the Real Property as of the date of the Closing of the transactions contemplated in the Sale Motion.

7. The transfer of title and possession of the Real Property to the Purchaser shall be subject to terms, conditions, and obligations of the Lease Agreement.

8. All property taxes, to the extent that same are due and owing on the Real Property as of the closing, shall be paid on the closing date on the sale of the Real Property, from the Real Property sale proceeds. All Encumbrances on the Real Property shall be and hereby are deemed to be divested, canceled, terminated, and discharged. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office. A copy of this Order may be filed with the appropriate clerk or recorded with the recorder to act to cancel any of the Encumbrances or other encumbrances of record.

9. Each and every federal, state and local government agency or department and all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds and other similar persons are hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and this Order. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and to cancel, terminate and release Encumbrances on the Real Property.

10. The Purchaser is deemed a purchaser in good faith of the Real Property and thus entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, including, without limitation, in the event that this Order is modified on appeal or reversed.

11. The provisions of 11 U.S.C. § 363(n) have not been violated, and the transfer of the Real Property shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law and no damages may be assessed against the Purchaser or any other party pursuant to section 363(n) of the Bankruptcy Code.

12. The provisions of Bankruptcy Rule 6004(h) shall not apply to stay consummation of the transactions contemplated by the Sale Motion, and the Diocese and the Purchaser are hereby authorized to consummate such transactions immediately upon entry of this Order.

13. This Order shall be binding in all respects upon all creditors of, and holders of equity interests in, the Diocese (whether known or unknown), any holders of Encumbrances, all parties in interest in this Chapter 11 Case, the Purchaser and all successors and assigns of the Purchaser, the Diocese, and any subsequent trustees appointed in the Chapter 11 Case or upon a conversion to Chapter 7 under the Bankruptcy Code. Nothing contained in any Chapter 11 plan confirmed in this Chapter 11 Case, or in any related confirmation order, disclosure statement, or order approving disclosure statement shall conflict with or derogate from the provisions of this Order, this Order and the transactions being in contemplation of, in furtherance of and in connection with such Chapter 11 plan.

Additional Provisions

14. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and provisions of this Order.

15. The Closing of the Sale Transaction shall occur in accordance with the terms and conditions of the Purchase Agreement unless the Diocese, in its discretion, and the Purchaser agree otherwise in writing.

16. This Court shall retain jurisdiction to determine any dispute, issue, or other matter arising in connection with the Sale Transaction or this Order.

17. Pursuant to the *Order Authorizing Employment and Retention of Howard Hanna Professionals as Real Estate Broker to the* Diocese [Docket No. 2784], the Diocese is authorized to pay Howard Hanna Professionals a broker's commission of five (5%) percent of the Purchase Price equaling $230,000.00 from the proceeds of the Sale Transaction.

18. The Diocese is authorized to perform such acts and expend such funds as may be necessary to implement the terms and provisions of this Order.

Dated: May 29, 2026
Buffalo, New York

Carl L. Bucki

HON. CARL L. BUCKI
CHIEF UNITED STATES BANKRUPTCY JUDGE

FILED
MAY 29 2026
BANKRUPTCY COURT
BUFFALO, NY

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the 27 day of May 2026 (the "Effective Date"), is entered into between **THE DIOCESE OF BUFFALO, N.Y.**, a New York special act corporation created by the New York State Legislature pursuant to Chapter 568 of the Laws of 1951, having an address at 801 Main Street, Buffalo, NY 14203 ("Seller"), and **PLK ENTERPRISES, LLC**, a New York limited liability company having an address at 4 Centre Dr., Orchard Park NY 14127, or an affiliated entity ("Purchaser"; Seller and Purchaser are each referred to herein as a "Party", and collectively as the "Parties").

RECITALS

WHEREAS, Seller is the owner of real properties located in the City of Buffalo, County of Erie, and State of New York, commonly known as (i) **785 Main Street, Tax Map Parcel No. 111.23-10-3.1**[1], (ii) **814 Main Street, Tax Map Parcel No. 111.22-8-18**, (iii) **815 Main Street, Tax Map Parcel No. 111.23-10-2**, (iv) **819 Main Street, Tax Map Parcel No. 111.23-10-1**, and (v) **821 (a/k/a 825) Main Street, Tax Map Parcel No. 111.23-9-1.1**, which are shown outlined on the property sketches attached hereto as **Exhibit A-1**, and is more particularly described on **Exhibit A-2** attached hereto (each, a "Parcel" and collectively, (i) – (v), together with all improvements and fixtures located thereon, the "Real Property").

WHEREAS, on February 28, 2020 (the "Petition Date") Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 et seq., the "Bankruptcy Code") with the United States Bankruptcy Court for the Western District of New York (the "Bankruptcy Court"), commencing Seller's chapter 11 case (this "Bankruptcy Case");

WHEREAS, Seller continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, by Order Authorizing the Retention and Employment of Hanna Commercial Real Estate as Real Estate Broker to the Diocese (Docket No. 2784) and entered January 31, 2024, Seller retained Hanna Commercial Real Estate ("Hanna CRE") as the real estate broker for Seller (the "Broker Order");

WHEREAS, Seller listed the Real Property for sale with Hanna CRE beginning on or about March 11, 2024;

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser, and Purchaser desires to purchase the Property (as hereinafter defined) from Seller;

WHEREAS, Seller has not provided Purchaser with a copy of the Bid Procedures and Order, as defined below at 1.4 and 1.5, Purchaser reserves the right to review those prior to

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[1] For the avoidance of doubt, this property address is 785 Main Street, Buffalo, New York and the mailing address is 795 Main Street, Buffalo, New York. 785 Main Street, Buffalo, New York consists of property commonly known as 795 Main Street, Buffalo, New York and property commonly known as 801 Main Street, Buffalo, New York.

consenting to submission of this Offer to the Bankruptcy Court for Sale Approval, as defined below at 1.24[2];

WHEREAS, the transaction contemplated by this Agreement is subject to the approval of the Bankruptcy Court, which approval will include, among other things, issuance by the Bankruptcy Court of a Bidding Procedures Order directing the manner in which a bidding procedure will be conducted for solicitation of competing offers from third parties for the purchase of the Property; and

WHEREAS, depending upon the outcome of the bidding pursuant to the Bidding Procedures Order, this Agreement and the transactions contemplated herein will be consummated pursuant to a sale order to be entered in the Bankruptcy Case or, in the alternative, this Agreement may be terminated by Seller or Purchaser, as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement (including any Exhibits or Schedules attached hereto), the following terms shall have the meanings ascribed to them below, unless the context clearly requires otherwise:

1.1 "**Bankruptcy Case**" shall have the meaning given to it in the Recitals to this Agreement.

1.2 "**Bankruptcy Code**" shall have the meaning given to it in the Recitals to this Agreement.

1.3 "**Bankruptcy Court**" shall have the meaning given to it in the Recitals to this Agreement.

1.4 "**Bidding Procedures**" shall mean the bidding procedures governing the process by which the sale of the Property shall occur, which are attached to the Bidding Procedures Order as Exhibit 1.

1.5 "**Bidding Procedures Order**" shall mean an order of the Bankruptcy Court: (i) approving the terms of this Agreement, subject to higher and better bids; (ii) establishing procedures for Seller's solicitation of competing offers to purchase the Property from third parties; (iii) establishing procedures for an auction to determine the highest or otherwise best offer for the Property; and (iv) scheduling a hearing to consider entry of the Sale Order.

[2] For the avoidance of doubt, Purchaser retains the right to review, not the right to request substantive changes, to the Bid Procedures and Order.

1.6 "**Business Day(s)**" shall mean calendar days, exclusive of Saturdays, Sundays and holidays on which banking institutions in New York are authorized by Law to close.

1.7 "**Claim**" shall mean any claim within the meaning of section 101(5) of the Bankruptcy Code.

1.8 **"Closing"** shall mean the closing of the transaction as set forth in Section 7.1 of this Agreement.

1.9 **"Closing Date"** shall mean the date of Closing.

1.10 "**Encumbrance**" shall mean any Lien, Claim, Interest, or defect in title, whether imposed by Law, agreement, understanding or otherwise. For the avoidance of doubt, rights of way and easements of record shall not be considered an Encumbrance under this Agreement.

1.11 "**Escrow Agent**" shall mean the Seller's attorneys, Bond, Schoeneck & King, PLLC.

1.12 "**Interest**" shall mean any interest in, or related to, the Property within the meaning of section 363(f) of the Bankruptcy Code, and all mortgages, Leases, or other interests, pledges, security interests, rights of setoff, successor liabilities, conditions, obligations to allow participation, agreements or rights, rights asserted in litigation matters, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of Sellers (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal law, whether known or unknown, legal or equitable, and all Liens, rights of offset, replacement liens, adequate protection liens, charges, obligations.

1.13 "**IMG_INK Lease**" shall mean that certain lease agreement dated July 21, 1998, The Diocese of Buffalo, NY and IMG_INK f/k/a Keystone Film Productions, Inc., as amended by the Lease Addendum and Modification Agreement dated January 25, 1999, as further amended by the Second Lease Addendum and Modification Agreement dated February 14, 2003, as further amended by the Third Addendum and Modification Agreement dated April 21, 2009, as further amended by the Fourth Lease Addendum and Modification Agreement dated July 13, 2009, as further amended by the Fifth Lease Addendum and Modification Agreement dated July 22, 2010, as further amended by the Sixth Lease Addendum and Modification Agreement dated August 1, 2011, as further amended by the Seventh Lease Addendum and Modification Agreement dated August 11, 2014, as further amended by the Eighth Lease Addendum and Modification Agreement dated August 20, 2014, as further amended by the Ninth Lease Addendum and Modification Agreement dated August 13, 2015, as further amended by the Tenth Lease Addendum and Modification Agreement dated August 17, 2016, as further amended by the Eleventh Lease Addendum and Modification Agreement dated July 24, 2017, as further amended by the Twelfth Lease Addendum and Modification Agreement dated August 20, 2018, as further amended by the Thirteenth Lease Addendum and Modification Agreement dated February 11, 2019, as further amended by the Fourteenth Lease Addendum and Modification Agreement dated September 24, 2019, as further amended by the Fifteen Lease Addendum and Modification Agreement dated

February 12, 2020, as further amended by the Sixteenth Lease Addendum and Modification Agreement dated October 1, 2020, as further amended by the Seventeenth Lease Addendum and Modification Agreement dated May 26, 2021, as further amended by the Eighteenth Lease Addendum and Modification Agreement dated December 9, 2021, as further amended by the Nineteenth Lease Addendum and Modification Agreement dated December 20, 2022, as further amended by the Twentieth Lease Addendum and Modification Agreement dated December 11, 2023, as further amended by the Twenty-First Lease Addendum & Modification dated December 3, 2024, as further amended by the Twenty-Second Lease Addendum & Modification dated July 1, 2025, and as further amended by the Twenty-Third Lease Addendum & Modification dated December 11, 2025 (collectively, the "IMG_INK Lease") IMG_INK leased (x) a portion of the mezzanine and (y) a portion of the first floor of 825 Main Street, Buffalo, New York (a/k/a 821 Main Street, Buffalo, New York) and (z) ten (10) parking spots. The IMG_INK Lease is a month-to-month tenancy and may be terminated by either party by providing thirty (30) days' written notice to the other party.

1.14 "**Law**" shall mean all federal, state and local laws, ordinances, rules, regulations, standards, and Orders.

1.15 "**Leases**" shall mean all leases, including the IMG_INK Lease, Oxford Pennant Lease (as hereinafter defined) and Walsh Duffield Lease (as hereinafter defined), subleases, licenses, concessions, options, extension letters, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements, whether written or oral, and any amendments or supplements to any of the foregoing.

1.16 "**Liability**" shall mean any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due).

1.17 "**Lien**" shall mean any charge against or Interest in the Property to secure payment of a debt or performance of an obligation (statutory or otherwise), deed of trust, mortgage, pledge, security interest, security agreement, hypothecation, preference, priority, or right of recovery.

1.18 "**Order**" shall mean any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, or administrative agency.

1.19 "**Oxford Pennant Lease**" shall mean that certain lease dated April 1, 2025, between The Diocese of Buffalo, NY and Oxford Pennant LLC (the "Oxford Pennant Lease"). Oxford Pennant LLC leased twenty eight (28) parking spots at 821 (a/k/a 825) Main Street, Buffalo, New York, between the hours of 8:00am and 12:00am, Monday thru Friday. The Oxford Pennant Lease expired on September 30, 2025, however, there is the option to convert the lease to a month-to-month lease, which can be terminated upon thirty (30) days written notice to the other party.

1.20 "**Permitted Exceptions**" shall have the meaning given to such term in Section 9.4.

1.21 "**Person**" shall mean any individual. corporation. general or limited partnership. limited liability company. joint venture. estate. trust. association. or other legal organization.

1.22 "**Proceeding**" shall mean any action, demand, complaint. inquiry. suit. injunction. dispute, arbitration, audit, hearing, investigation, litigation, citation, notice of violation (or similar notice). or suit (whether civil or criminal) commenced. brought, conducted. or heard by or before. or otherwise involving, any Person.

1.23 "**Property**" shall mean the Real Property together with all of Seller's right, title. and interest. if any. in and to:

a. Strips and gores of land adjoining or abutting the Real Property. if any;

b. Any land lying in the bed of any street. road. avenue or alley. opened or proposed, in front of, running through or adjoining the Real Property;

c. Any easement, privilege or right-of-way over, contiguous or adjoining the Real Property, and all the other easements. if any. inuring to the benefit of the Real Property or the fee owner thereof;

d. All minerals. oil. gas and other hydrocarbons located in, on or under the Real Property. together with all rights to surface or subsurface entry;

e. The appurtenances and hereditaments belonging or in any way appertaining to the Real Property;

f. All right, title and interest, if any. in and to the fixtures attached or appurtenant to the improvements located on the Real Property;

g. All transferable warranties and guaranties pertinent to the Real Property; and

h. To the extent they may be transferred under applicable law, all licenses, permits. approvals and authorizations required for the use and operation of all or any portion of the Property and any improvements thereon. including. without limitation, all of Seller's right, title and interest, if any, in and to all consents. authorizations, variances or waivers. licenses, permits and approvals from any governmental or quasi-governmental agency, department. board. commission. bureau or other entity or instrumentality relating to the Property, to the extent transferrable and/or assignable.

1.24 "**Quitclaim Deed**" shall mean one or more deeds to be delivered at Closing by Seller to Purchaser and/or to Purchaser's designee (as described in Section 7.1.1.1 below) in the form attached hereto as **Exhibit B**.

1.25 "**Remaining Personal Property**" shall mean any items of equipment and personal property remaining on the Property as of the date of the Closing; provided, however, any and all items of equipment or personal property remaining on or in the Walsh Building at Closing shall remain the equipment and personal property of Seller. For the avoidance of doubt, except for the Building Systems and Fixtures (as hereinafter defined) and as otherwise required hereunder, Seller, in its sole discretion, shall determine what equipment and personal property, if any, shall remain on the Property as of the date of the Closing.

1.26 "**Sale Order**" shall mean an Order of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller authorizing the sale of the Property to Purchaser in accordance with the terms and conditions set forth herein, free and clear of any Encumbrances pursuant to section 363(f) of the Bankruptcy Code.

1.27 "**Tax**" and "**Taxes**" shall mean individually or collectively, as appropriate, any and all U.S. or non-U.S., federal, state, county, local, municipal or other taxes, charges, imposts, rates, fees, levies or other assessments.

1.28 "**Title Company**" shall mean a reputable title company to be selected by Purchaser.

1.29 "**Transaction**" shall mean the purchase and sale of the Property contemplated by this Agreement.

1.30 "**Walsh Duffield Lease**" shall mean that certain lease agreement dated January 1, 2013 between The Diocese of Buffalo, N.Y. and Walsh Duffield Companies, Inc., as amended by the Lease Extension and Modification Agreement dated June 28, 2018, and further amended by the Second Lease Extension and Modification Agreement dated October 25, 2023 and further amended by the Third Lease Modification Agreement dated March 8, 2024 (collectively, the "Walsh Duffield Lease") Walsh Duffield Companies, Inc. leases 801 Main Street, Buffalo, New York (the "Walsh Building") and sixty-one (61) designated parking spaces in the parking lots. The Walsh Duffield Lease terminated on September 30, 2025.

1.31 "**Auction**" shall have the meaning set forth in the Bidding Procedures.

ARTICLE II
AGREEMENTS TO SELL AND PURCHASE; RELATED MATTERS

2.1. **Agreement to Sell and Purchase the Property**. On the Closing Date, subject to the performance of the parties of the terms and provisions of this Agreement and satisfaction of the terms and conditions set forth in the Sale Order, Seller shall sell, convey, assign, transfer, and deliver to Purchaser and/or its designees, and Purchaser and or its designees shall purchase, acquire, and accept from Seller, the Property, free and clear of all Encumbrances, except as otherwise expressly provided in this Agreement.

2.2. **Condition of Property**. Seller is selling and Purchaser is acquiring the Property "AS-IS" "WHERE-IS", and with all faults, as provided in **ARTICLE XII** below.

2.3. **Personal Property.** Seller shall have the right at any time prior to Closing to remove from the Property any religious items and other equipment and personal property which Seller elects to remove and retain. For the avoidance of doubt, any pews shall be considered religious items under this Agreement. Purchaser agrees to accept possession of the Property at Closing with any Remaining Personal Property included in the sale (at no additional cost to Purchaser) on an "AS IS" "WHERE IS" basis. If requested by Purchaser prior to Closing, Seller shall deliver to Purchaser at Closing a quitclaim bill of sale conveying Seller's interest in any such Remaining Personal Property. Seller and Purchaser acknowledge that, to the extent any such Remaining Personal Property is on the Property as of the Closing, such Remaining Personal Property is of little or no value.

2.4. **Building Systems and Fixtures.** Notwithstanding the foregoing, Seller agrees not to remove from the Property any of the following to the extent they are in place on the Property as of the Effective Date of this Agreement, and that all such items shall be included in the sale to Purchaser, as fixtures to the Property: any natural gas and electric fixtures, facilities, appliances and wiring, fixtures and related equipment, all emergency generators, engines, boilers, elevators, incinerators, motors, heating, ventilation, and air conditioning equipment, affixed cabinetry, sinks, basins, water closets, lavatory fixtures, faucets, and pipes, all electrical and telephone systems, components, wiring, transformers, electrical boxes, switches, lighting fixtures, and bulbs, any sprinkler systems, fire prevention and extinguishing apparatus, any central music and public address systems, any burglar alarms, security systems and equipment, remote control devices for overhead doors, any window shades, awnings, screens, blinds, installed carpeting, drapes, and curtains (collectively and as appear on the Property at the Effective Date of this Agreement, the "Building Systems and Fixtures"). Seller makes no representation or warranty that any of the foregoing items are in place on the Property. The Building Systems and Fixtures are transferred "AS-IS" "WHERE-AS", with all faults, and SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE III
PURCHASE PRICE

3.1. **Purchase Price**. The Purchase Price for the Property shall be FOUR MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($4,600,000.00) (the "Purchase Price"), payable as follows:

> 3.1.1. **Deposit**. Within five (5) business days after the Effective Date, Purchaser shall deposit in escrow with Escrow Agent, an earnest money deposit of FOUR HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($460,000.00) (the "Earnest Money Deposit") in a non-interest bearing account, which Earnest Money Deposit is to become part of the Purchase Price, or be returned, if required under the terms of this Agreement.
>
> 3.1.2. **Balance**. The balance of the Purchase Price shall be paid, plus or minus Closing adjustments, as the case may be, in wire transferred funds of United States currency to Seller in accordance with the terms of the Sale Order.

3.2. **Cash Transaction**. Purchaser acknowledges that Purchaser's representation below that the transaction contemplated herein is a "Cash Transaction" was a determinative factor in

Seller's acceptance of Purchaser's offer. To that end. Seller acknowledges that Purchaser has provided Seller with evidence reasonably satisfactory to Seller confirming Purchaser's ability to purchase the Property pursuant to this Agreement without obtaining financing or funding from outside funding sources ("Proof of Funds").

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes no representations or warranties, express or implied, except those expressly contained or incorporated in this Agreement. All of the representations and warranties of Seller contained in this Agreement are to the best of Seller's knowledge, made as of the Effective Date, and except as otherwise set forth herein, shall merge with the Quitclaim Deed and shall not survive the Closing. Subject to the foregoing, Seller represents and warrants unto Purchaser as of the date hereof, as follows:

4.1. **Organization**. Seller is a New York special act corporation created by the New York State Legislature pursuant to Chapter 568 of the Laws of 1951, duly organized, validly existing, and in good standing under the laws of the State of New York, and subject to the Bankruptcy Court's entry of the Sale Order, Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated herein.

4.2. **Power and Authority**. All requisite corporate action has been taken by Seller in connection with entering into this Agreement, the documents and instruments referenced herein, and the consummation of the transaction contemplated hereby. Subject to the Bankruptcy Court's entry of the Sale Order, no consent, authority, licensing, or approval of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, or other party is required for Seller to execute and deliver this Agreement and the instruments and documents referenced herein or consummate the transaction contemplated by this Agreement. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

4.3. **Consents**. Subject to the Bankruptcy Court's entry of the Sale Order, no consent, approval, waiver, license, permit, or certificate of authority any other third Person is required in connection with the execution, delivery or performance by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby.

4.4. **Foreign Person**. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder, which Seller shall so certify at Closing (via a "Non-Foreign Person Affidavit").

4.5. **Title**. Seller is the sole fee owner of the Property, and has good, insurable and marketable fee title to the Property, and shall convey same to Purchaser at Closing. Except for the rights granted in the IMG_INK Lease, Oxford Pennant Lease, and Walsh Duffield Lease, there are no other Leases affecting the Property and no other party has any rights or claims of ownership, possession or other interest in the Property and but for the right of first refusal in the IMG_INK

Lease and the right of first offer in the Walsh Duffield Lease. no party has any rights of first refusal. rights of first offer. or any other rights to purchase. rent. or otherwise possess the Property.

4.6. **Leases**. Within five (5) days of the Effective Date. Seller shall provide Purchaser with true, accurate, complete copies of the latest iteration of the Leases. specifically the IMG_INK Lease and the Walsh Duffield Lease. which annex the prior amendments. The IMG_INK Lease. the Oxford Pennant Lease. and the Walsh Duffield Lease are the only Leases for any portion of the Property.

a. **IMG_INK Lease**. IMG_INK Lease is in full force and effect. is a month-to-month tenancy. terminable by either party on thirty (30) days' written notice to the other party. there are no further options to extend the term of the IMG_INK Lease. the tenant of the IMG_INK Lease has waived its right of first refusal in writing (to be provided to Purchaser prior to Closing). no rent or other amounts have been collected from the tenant of the IMG_INK Lease more than one month in advance. no party to the IMG_INK Lease is in default of any terms thereof. there are no material liabilities of Seller as landlord of the IMG_INK Lease. and Seller currently holds a security deposit in the amount of $1.000.00 and provided the IMG_INK Lease is amended or extended to a month-to-month basis. the security deposit will be a credit against the Purchase Price at Closing.

b. **Oxford Pennant Lease**. The Oxford Pennant Lease is in full force and effect. will expire on its terms on September 30. 2025. and absent written notice from the Seller or Oxford Pennant. the Oxford Pennant Lease will convert into a month-to-month lease. No rent or other amounts have been collected from the tenant of the Oxford Pennant Lease more than one month in advance. no party to the Oxford Pennant Lease is in default of any terms thereof. there are no material liabilities of Seller as landlord of the Oxford Pennant Lease. and the Oxford Pennant Lease did not require a security deposit.

c. **Walsh Duffield Lease**. The Walsh Duffield Lease is in full force and effect. will expire on its terms on December 31. 2025. there are no further options to extend the term of the Walsh Duffield Lease. the tenant of the Walsh Duffield Lease has waived its right of first offer in writing (to be provided to Purchaser prior to Closing). no rent or other amounts have been collected from the tenant of the Walsh Duffield Lease more than one month in advance. no party to the Walsh Duffield Lease is in default of any terms thereof. there are no material liabilities of Seller as landlord of the Walsh Duffield Lease. and the Walsh Duffield Lease did not require a security deposit.

4.7 **Diocese Lease**. Notwithstanding anything to the contrary contained in this Agreement. Seller shall have the right to occupy the Walsh Building for a period not to exceed three (3) years after the Closing Date, and Purchaser shall have the obligation to permit Seller to occupy the Walsh Building for a period not to exceed three (3) years after the Closing Date. subject to the terms of a written lease agreement by and between Seller, as tenant. and Purchaser (or. if different. the designee taking title to such Parcel). as landlord (the "Diocese Lease"). Seller and

Purchaser shall work in good faith to agree to the terms of the Diocese Lease prior to the Closing Date which such lease shall include, but not limited to, the following material terms:

a. Seller, as tenant, shall have the right to terminate the Diocese Lease upon thirty (30) days prior written notice to Purchaser, as landlord, at any time during the term of the Diocese Lease;

b. Seller, as tenant, shall pay Purchaser's, as landlord, Carrying Costs (as hereinafter defined) for the Walsh Building. The term "Carrying Costs" shall include the following costs:

   i. All utilities consumed at the Walsh Building;

   ii. All maintenance, repair, and upkeep of the parking lot located adjacent to the Walsh Building (the "Walsh Parking Lot"), which shall include, but not be limited to all snow and ice removal and plowing services;

   iii. All real property taxes and assessments levied against the Walsh Building and the Walsh Parking Lot;

   iv. All cost to obtain insurance coverage for the Walsh Building, to the extent such insurance limits are commercially reasonable (the Diocese Lease shall include Seller's obligation to carry and pay for liability insurance and property damage insurance or to pay for Purchaser's, as landlord, insurance covering the Walsh Building). Prior to securing an insurance policy, Purchaser shall provide Seller the opportunity to obtain an insurance estimate for the Walsh Building at such commercially reasonable coverage limits specified by Purchaser, as landlord (the "Estimate"). After review of the Estimate, if Purchaser elects to secure a policy from another broker, at a higher premium, Seller's financial obligations shall be limited to a reasonable increase of the Estimate." All costs of the general maintenance and repair of the Walsh Building; and

   v. Sidewalk maintenance and snow and ice removal to the extent performed by Buyer as landlord and not Seller as tenant.

c. **INTENTIONALLY DELETED.**

d. If during the term of the Diocese Lease, Purchaser elects to separate the Walsh Building from the adjacent building, 795 Main Street (the "Diocese Building"), then Purchaser shall install a new heating, ventilation, and air conditioning ("HVAC") system to service the Walsh Building and take steps to separate the utilities of the Walsh Building and the Diocese Building (the "HVAC and Utility Work"). If the costs of the HVAC and Utility Work exceed Two Hundred and Fifty Thousand Dollars ($250.000.00). Seller shall be liable for up to Two Hundred and Fifty Thousand Dollars ($250.000.00) ("Seller's Contribution") and Purchaser shall pay the difference between the cost of the HVAC and Utility Work cost and Seller's Contribution. Notwithstanding anything to the contrary contained herein, Seller's Contribution under this Subsection and related to the HVAC and Utility Work shall be limited to, and in no instance more than, Two Hundred and Fifty Thousand Dollars ($250.000.00). *For the avoidance of doubt and for illustrative purposes only, if the HVAC and Utility Work costs Four Hundred and Fifty Thousand Dollars ($450,000.00), Purchaser shall pay $250,000.00 and Seller shall pay Two Hundred Thousand Dollars ($200,000.00). For further illustrative purposes only, if the HVAC and Utility Work costs Five Hundred and Sixty Thousand Dollars ($560,000.00), Purchaser shall pay Three Hundred and Ten Thousand Dollars ($310,000.00) and Seller shall pay Two Hundred and Fifty Thousand Dollars ($250,000.00).*

e. For the avoidance of doubt, the obligations and responsibilities contained in this Section 4.7 shall survive Closing.

4.8. **Encumbrances**. Except as otherwise expressly provided in this Agreement, at the Closing, Seller will convey the Property free and clear of all Encumbrances, as provided in the Sale Order, subject to any rights of way or easements of record.

4.9. **Contracts.** From and after the Effective Date, Seller shall not enter into or amend any agreement with respect to all or any part of the Property (including, without limitation, any easement) or take any legal action with respect to the Property which will be binding upon Purchaser without obtaining Purchaser's prior written consent (given in Purchaser's sole discretion) and Seller shall deliver title to the Property free of all contracts, leases, and other agreements (including, without limitation, license agreements and other rights of use) which are not terminable on thirty (30) days' notice. Seller shall continue to operate the Property in substantially the same manner as Seller has prior to the Effective Date and shall maintain the Property in its condition as of the Effective Date and deliver the Property at Closing in substantially the condition it is in on the Effective Date, reasonable wear and tear excepted. Notwithstanding anything to the contrary herein, Purchaser authorizes, to the extent necessary, Seller to amend or extend the IMG_INK Lease to a month-to-month tenancy after the expiration of that lease term provided that the IMG_INK Lease is terminable on no more than thirty (30) days prior notice.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

5.1. **Power and Authority**. All requisite action (corporate, trust, partnership or otherwise) has been taken by Purchaser in connection with entering into this Agreement, the documents and instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent, authority, licensing or approval of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, regulatory authority or other party is required for Purchaser to execute and deliver this Agreement and the instruments and documents referenced herein or consummate the transaction contemplated by this Agreement. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

5.2. **Sufficient Funds**. The transaction contemplated by this Agreement is a "Cash Transaction", and Purchaser has as of the date hereof, and will have as of the Closing, sufficient funds in cash in its possession to pay the Purchase Price as the same become due and payable under this Agreement, without obtaining financing or funding from outside funding sources.

5.3. **Certain Relationships**. Purchaser represents and warrants to Seller (i) that neither Purchaser nor any Person or entity that directly or indirectly owns any interest in Purchaser nor any of its officers, directors or members is a Person or entity with whom U.S. Persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, Executive Order 13224 ("Executive Order") signed on September 24, 2001 and titled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Purchaser's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that so long as this Agreement is in full force and effect, Purchaser shall comply with the Executive Order and with the Money Laundering Act.

5.4. **Foreign Person**. Purchaser is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and the regulations promulgated thereunder.

ARTICLE VI
CONDITIONS TO CLOSING

6.1. **Conditions to Obligations of Each Party**. The respective obligations of each Party to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of the following conditions:

6.1.1. **Sale Order**. The Bankruptcy Court shall have entered the Sale Order.

6.2. **Additional Conditions to Obligations of Purchaser**. The obligations of the Purchaser to consummate the transactions contemplated hereby are subject to satisfaction or waiver by the following additional conditions:

6.2.1. **Representations and Warranties**. The representations and warranties of Seller set forth in this Agreement shall be materially true and correct as of the Effective Date and as of the Closing Date, as if made as of such time (except to the extent that such representations and warranties expressly speak as of another date, in which case such representations and warranties shall be true and correct as of such date).

6.2.2. **Agreements and Covenants**. Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

6.2.3. **Documents**. All of the documents, instruments and agreements required to be executed and/or delivered by Seller on or prior to Closing pursuant to **Section 7.1.1** of this Agreement shall have been executed by the parties thereto other than the Purchaser and delivered to the Purchaser.

6.2.4. **Property**. There shall have been no material change to or material Violations (as hereinafter defined) issued against the Property after the Effective Date, ordinary wear and tear excepted.

6.3. **Additional Conditions to Obligations of Seller**. The obligations of Seller to consummate the transactions contemplated hereby are subject to satisfaction or waiver by Seller of the following additional conditions:

6.3.1. **Representations and Warranties**. The representations and warranties of the Purchaser set forth in this Agreement shall be materially true and correct as of the Closing Date, as if made as of such time (except to the extent that such representations and warranties expressly speak as of another date, in which case such representations and warranties shall be true and correct as of such date).

6.3.2. **Agreements and Covenants**. Purchaser shall have paid the full Purchase Price performed and complied with all of its other covenants hereunder in all material respects through the Closing.

6.3.3. **Documents**. All of the documents, instruments and agreements required to be executed and/or delivered by Purchaser on or prior to Closing pursuant to **Section 7.1.2** of this Agreement shall have been executed by the parties thereto other than Seller and delivered to Seller.

ARTICLE VII
CLOSING; DELIVERIES AND ACTIONS TAKEN AT THE CLOSING

7.1. **Closing Date**. The Closing of the purchase and sale of the Property and any other transactions contemplated in this Agreement shall occur no later than the date that is five (5) Business Days after the date of the entry of the Sale Order or such other later date as the parties may mutually agree. The parties agree that TIME IS OF THE ESSENCE with respect to the occurrence of the Closing Date subject to any notice and cure rights contained in this Agreement. The Closing shall be held via escrow and wire transfer through the offices of Seller's attorney.

7.1.1. **Deliveries by Seller at the Closing**. At the Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

7.1.1.1. one or more duly executed and acknowledged Quitclaim Deeds. Prior to the Closing, Purchaser may designate in writing that one or more of the Parcels be transferred to a party other than Purchaser in which case Seller shall execute and deliver a separate Quitclaim Deed for each such party naming such party as grantee for the designated Parcel or Parcels. In the absence of such designation, Seller shall execute and deliver a Quitclaim Deed for all Parcels naming Purchaser as grantee;

7.1.1.2. duly executed TP-584 and RP-5217 documents for each Parcel;

7.1.1.3. a Quitclaim Bill of Sale conveying title to the Remaining Personal Property;

7.1.1.4. a bringdown certificate duly acknowledged by Seller certifying that all representations and warranties of Seller contained in this Agreement are true and accurate as of the date of Closing;

7.1.1.5. two (2) counterparts of a duly executed Closing Statement setting forth all closing adjustments and prorations for the Property (the "Closing Statement");

7.1.1.6. a Non-Foreign Person Affidavit signed by Seller;

7.1.1.7. Seller executed assignment of leases for the IMG_INK Lease, Oxford Pennant Lease, and Walsh Duffield Lease, as applicable;

7.1.1.8. tenants estoppel certificates for the IMG_INK Lease, Oxford Pennant Lease, and Walsh Duffield Lease, as applicable, confirming such Leases are in full force and effect, the term of such Lease, amounts paid to landlord (including, but not limited to rent called for pursuant to such Lease), that no payments have been made to Seller more than one (1) month in advance, and that no party to the Lease is in default of such Lease;

7.1.1.9. landlord estoppel certificate, as applicable, from Seller confirming the Leases are in full force and effect, the term of such Lease, amounts paid to landlord (including, but not limited to rent called for pursuant to such Lease), that no payments have been collected from the tenants of the Leases more than one (1) month in advance and that no party to the Lease is in default of such Lease;

7.1.1.10. executed Diocese Lease;

7.1.1.11. a copy of the Sale Order; and

7.1.1.12. such other agreements, instruments, and documents of conveyance and transfer executed by Seller, in form and substance reasonably acceptable to Purchaser, as may be reasonably necessary or desirable to convey the Property to Purchaser free and clear of all Encumbrances, except as otherwise expressly provided in this Agreement.

7.1.2. **Deliveries by the Purchaser at the Closing**. At the Closing, Purchaser shall cause to be delivered to Seller the following:

7.1.2.1. the Purchase Price, by wire transfer of immediately available funds (subject to prorations and adjustments, including, but not limited to, a credit for the Earnest Money Deposit) by no later than 2:00 p.m. (eastern time);

7.1.2.2. Purchaser executed assignment of leases for the IMG_INK Lease, Oxford Pennant Lease, and Walsh Duffield Lease, as applicable;

7.1.2.3. executed Diocese Lease;

7.1.2.4. two (2) counterparts of a Closing Statement setting forth all closing adjustments and prorations for the Property; and

7.1.2.5. such other agreements, instruments, and documents as Seller may reasonably request to consummate the purchase and sale transaction contemplated hereby.

7.1.3. For the avoidance of doubt, any documents or related materials provided by Seller to Purchaser in connection with the transfer contemplated herein shall be held in escrow until Seller's acknowledgement of receipt of the Purchase Price.

7.1.3.1. Seller may, but shall in no instances be required to, release one or more documents or related materials from the restriction in Section 7.1.3.

7.1.3.2. A release of Section 7.1.3. for one or more documents or related materials shall not be construed as a waiver of the restriction for other documents or related materials.

ARTICLE VIII
TERMINATION

8.1. **Termination.** This Agreement may be terminated at any time prior to Closing:

8.1.1. by mutual written agreement of Purchaser and Seller;

8.1.2. by Seller, by written notice to Purchaser, if the Closing shall not have occurred on or before the date that is the later of (a) fifteen (15) Business Days after the date of entry of the Sale Order (as may be extended by written agreement of Purchaser and Seller), or (b) the expiration of the twenty-one (21) calendar day cure period provided to Purchaser in this Agreement, as the case may be; provided, however, that Seller is not in material breach of any of its representations and warranties contained in this Agreement and has not failed in any material respect to perform any of its obligations hereunder;

8.1.3. by Purchaser, by written notice to Seller, if there shall have been a material breach by Seller of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in this Agreement, and such material breach or other event or condition shall be incapable of being cured or, if capable of being cured, shall not have been cured within twenty-one (21) calendar days after written notice thereof shall have been received by Seller; provided, that Purchaser is not in material breach of this Agreement as of such date;

8.1.4. by Seller, if there shall have been a material breach by Purchaser of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in this Agreement, and such material breach or other event or condition shall be incapable of being cured or, if capable of being cured, shall not have been cured within twenty-one (21) calendar days after written notice thereof shall have been received by Purchaser; provided, that Seller is not in material breach of this Agreement as of such date;

8.1.5. by Purchaser in the event the Sale Order is not issued by May 15, 2026;

8.1.6. by Purchaser on or after the date the Sale Order ceases to be in full force and effect, or is revoked, rescinded, vacated, materially modified, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction; or

If this Agreement is terminated for any reason other than those contained in 8.1.2 and 8.1.4 above, the Earnest Money Deposit shall be returned to Purchaser immediately.

ARTICLE IX
EVIDENCE OF TITLE

9.1. **Abstract of Title.** Within five (5) days following the delivery to Seller or Seller's counsel of this Agreement executed by Purchaser, Seller shall, deliver to Purchaser (or its attorneys) 60-year title abstracts and tax searches of the Property (the "Title Search"). Purchaser shall be responsible for obtaining a commitment for title insurance prepared by the Title Company covering the Property (the "Title Commitment"), committing the Title Company to issue to Purchaser, upon the recording of the Quitclaim Deed, an ALTA fee title insurance policy in the full amount of the Purchase Price, together with legible copies of all documents referenced in Schedules B-1 or B-2 to the Title Commitment. Purchaser shall be responsible for paying the cost of the Title Search at the Closing, and Purchaser shall be solely responsible for the cost of the procurement and issuance of the Title Commitment and the premium for the title insurance policy, such responsibility shall survive the Closing or cancellation of this Agreement. Within ten (10) business days after receipt of the Title Commitment, Purchaser shall provide to Seller any objections to the exceptions contained of the Title Commitment (the "Title Objections"). Seller may, but shall not be obligated to, attempt to cure the Title Objections; provided, however Purchaser shall not be required to object to, and Purchaser shall not be required to take title to the Property subject to any Monetary Objections (as hereinafter defined) or to any Mandatory Cure Items (as hereinafter defined). Seller shall then have ten (10) days from its receipt of such Title Objections to (i) remove the exceptions; (ii) notify Purchaser of its election to cure such title defects and undertake such reasonable efforts to cure such title defects; or (iii) provide Purchaser with assurances satisfactory to Purchaser in its sole discretion that the exceptions will be removed or such Title Objections otherwise cured before or at the Closing. If Seller does neither of (i), (ii), or (iii) within such ten (10) day period, but Purchaser's Title Objections can be insured over by the Title Company, Purchaser will have the option to (x) obtain a title insurance commitment issued by the Title Company insuring over such exceptions. If, within such ten (10) day period, Seller does neither of (i), (ii), or (iii) and Purchaser is thereafter unable or unwilling to obtain a commitment for the title insurance policy referenced in (x), then Purchaser may terminate this Agreement by written notice to Seller given at any time after the end of such ten (10) day period and the Earnest Money Deposit shall be immediately returned to Purchaser.

9.2. **Additional Objections**. Notwithstanding anything herein to the contrary, in the event any additional title objections (each an "Additional Objection") are reported or discovered by the Purchaser after the date of the Title Commitment (whether by updates to the Title Commitment, subsequently delivered title documents, or otherwise), Purchaser shall give Seller written notice of Purchaser's objection, if any, to such Additional Objection on or prior to ten (10) business days after receipt of written notice of any such Additional Objection, and such Additional Objection shall be subject to the same procedure provided in the immediately preceding paragraph (and the Closing shall be extended commensurately (but in no event shall such extension exceed sixty (60) days) if the Closing would have occurred but for those procedures being implemented for Additional Objection.

9.3. **Monetary Objections and Mandatory Cure Items**. Except for real estate taxes and assessments not yet due and payable as of the Closing, Seller shall pay or cause to be paid by Seller (or other appropriate party) at or prior to Closing, and shall cause to be removed from record by the Title Company: (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic's, materialman's or similar lien (unless resulting from any act or omission of Purchaser or any of its agents, contractors, representatives or employees), (iii) the lien of ad valorem real or personal property taxes, assessments and governmental charges affecting all or any portion of the Property that are delinquent, and (iv) any certified judgment of record against Seller in the county in which the Property is located (collectively, the "Monetary Objections"). Notwithstanding anything in this Agreement to the contrary, on or prior to Closing, Seller shall satisfy all Monetary Objections affecting the Property (collectively, the "Mandatory Cure Items").

9.4. **Condition to Title**. The Property shall be sold and conveyed, and Purchaser shall purchase the Property, (i) free and clear of all Liens pursuant to Section 363(f) of the Bankruptcy Code, with such Liens to attach to the consideration to be received by Seller in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and (ii) subject to: (a) the terms and conditions of the Sale Order, (b) the designation of the property address 785 Main Street, Buffalo, New York (mailing address of 795 Main Street, Buffalo, New York) as a local landmark under Part II, Chapter 337, and Article III of the City of Buffalo Local Laws, (c) such title exceptions affecting the Property which Purchaser has not objected to or as the Title Company (or any other reputable title insurance company licensed to do business in the State of New York) shall, at regular rates, be willing to omit as exceptions to coverage and (d) the IMG_INK Lease, Oxford Pennant Lease, and the Walsh Duffield Lease, as applicable (collectively, the "Permitted Exceptions").

9.5. **Survey**. Purchaser shall have the right, but not the obligation, to order a new survey of the Property (a "Survey"), at Purchaser's sole cost and expense and, if Purchaser elects to obtain a Survey, Purchaser shall deliver a copy of the Survey to Seller upon receipt. Notwithstanding the foregoing, Closing shall not be subject to or conditioned upon Purchaser's or Seller's receipt of or Title Company's review of a Survey.

ARTICLE X
CLOSING ADJUSTMENTS

10.1. **Apportionment**. The following shall be apportioned on the Closing Statement against sums due Seller at Closing:

10.1.1. Seller shall pay for the New York real property transfer tax due, if any, in connection with this transaction.

10.1.2. Purchaser shall pay all recording fees and other charges and fees payable in connection with the recording of the Quitclaim Deed.

10.1.3. Purchaser shall also pay for (1) the examination and search fees incurred by the Title Company to acquire the Title Search, (2) the examination and all premiums by the Title Company to acquire the Title Commitment (3) all premiums charged on the owner's policy of title insurance issued to Purchaser pursuant to the Title Commitment, including, without limitation, the costs of any endorsements or extended title insurance coverage requested by Purchaser, and (4) the charges for preparing the Survey, if applicable.

10.1.4. Each party shall bear its own attorneys' fees in connection with its negotiation, due diligence investigation and conduct of the transaction.

10.2. **Real Estate Taxes and Other Charges**. Real estate taxes, utilities, including but not limited to water charges, sewer, rents and fuel, and all other customary items shall be adjusted, apportioned and allowed as of the Closing Date, if necessary by an estimated tax calculation, with the Closing Date being a day of income and expense to the Purchaser. If at any time up to the Closing Date, the Property or any part thereof shall be or shall have been affected by an assessment or assessments for municipal improvements whether or not confirmed or completed and whether or not payable in installments, then for purpose of this Agreement, the proportional share of all of the unpaid installments of any such assessment(s), which are to become due and payable after the delivery of the Quitclaim Deed contemplated hereunder, shall be paid by the Purchaser. Installments allocable to period prior to the Closing and unpaid as of the Closing Date shall be paid by Seller or allowed as a reduction in the Purchase Price.

ARTICLE XI
POSSESSION

11.1. **Right to Possession**. Subject to the IMG_INK Lease, Oxford Pennant Lease, and the Walsh Duffield Lease, the right to possession of, and control over, the Property shall transfer to Purchaser on the Closing Date. On the Closing Date, Seller shall, subject to the rights conveyed in the IMG_INK Lease, Oxford Pennant Lease, and the Walsh Duffield Lease (if and to the extent in effect), and the Diocese Lease:

11.1.1. Transfer possession to Purchaser of the Property in AS-IS, WHERE IS condition.

11.1.2. Transfer and deliver to Purchaser all keys, pass keys, pass codes, security codes, locks and safe combinations and all other similar items in Seller's possession as Purchaser may require to obtain occupation and control of the Property.

11.1.3. Make available to Purchaser originals of all documents, instruments and agreements in Seller's possession that are required to be transferred to Purchaser by this Agreement.

ARTICLE XII
AS-IS, WAIVER AND RELEASE

12.1. **Condition of Property**. As a material inducement to the execution and delivery of this Agreement by Seller and the performance by Seller of its duties and obligations hereunder, Purchaser does hereby acknowledge, represent, warrant and agree, to and with Seller, that (i) Purchaser is purchasing the Property in an "AS-IS" condition as of the Closing Date with respect to any facts, circumstances, conditions and defects, latent or patent; (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Purchaser for same; (iii) Purchaser has undertaken all such physical inspections and examinations of the Property as Purchaser deems necessary or appropriate under the circumstances. and that based upon same. Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers. and Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty. representation. information. data. statement. written or oral. as to the physical condition. the presence or absence thereon of environmental contamination. pollution. asbestos, petroleum, hazardous substances or hazardous materials thereon, whether the Property is in compliance with Environmental Laws (as hereinafter defined), the state of repair, present or former use, cost of operation. or any other matter related to the Property or any of the improvements or other items included in the sale with respect to all or any part of the Property (including. but not limited to. any matters contained in documents made available or delivered to Purchaser in connection with this Agreement as an inducement to Purchaser to enter into this Agreement and thereafter to purchase the Property or for any other purpose); and (v) by reason of all of the foregoing. Purchaser shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical condition of the Property. including without limitation the presence of any asbestos containing material, hazardous, toxic or radioactive waste, substance or materials in, on, under or about the Property. and Purchaser hereby expressly and unconditionally waives and releases Seller and all of its parents. subsidiaries. Affiliates and partnerships. and its and their respective officers. directors. shareholders. partners. agents and employees. and their respective successors. heirs and assigns and each of them (individually and collectively. the "Released Parties") from any and all rights and claims against Seller and/or the Released Parties with respect to the condition of the Property, including without limitation, whether the Property is in compliance with all federal, state or local statues. regulations. ordinances. and judicial or administrative orders, decrees and decisions pertaining to pollution. hazardous materials. hazardous substances, petroleum products. asbestos, drinking water. groundwater, wetlands, landfills. storage tanks (whether above ground or below ground), solid waste, waste water, storm water runoff, waste emissions, and/or other environmental concerns, as amended from time to time, or similar laws (collectively. "Environmental Laws"). Purchaser acknowledges and agrees that the foregoing waiver and release includes all rights and claims of Purchaser against Seller pertaining to the condition of the Property, whether heretofore or now existing or hereafter arising. or which could, might, or may be claimed to exist. of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of. or are connected with. or relate to, the condition of the Property. The foregoing provisions shall survive the Closing Date and the consummation of the transaction contemplated by this Agreement.

ARTICLE XIII
DEFAULT

13.1. **Seller Default**. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default. Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have twenty-one (21) days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary. until the end of such twenty-one (21) day period). In the event such default is not cured within such twenty-one (21) day period. then Purchaser may elect. as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof (without any reduction in the Purchase Price) or to terminate this Agreement by written notice to Seller and the Title Company, whereupon Purchaser shall be entitled to a full refund of the Earnest Money Deposit. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions of this Agreement. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in Bankruptcy Court, or, with the permission of Bankruptcy Court, in a court having jurisdiction in the county and state in which the Property is located, on or before thirty (30) days following the date upon which the Closing was to have occurred pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, Purchaser shall have no right to specific performance of this Agreement, nor shall Seller have any authority or obligation to transfer the Property to Purchaser pursuant to this **Article XIII** absent the entry of a Sale Order by the Bankruptcy Court authorizing and directing such conveyance of the Property by Seller to Purchaser.

13.2. **Purchaser Default**. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have twenty-one (21) days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such twenty-one (21) day period). In the event such default is not cured within such twenty-one (21) day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Title Company, whereupon Seller shall be entitled to retain the Earnest Money Deposit as full liquidated damages for such default of Purchaser. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and difficult to ascertain, and that the Earnest Money Deposit constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Purchaser covenants not to bring any action or suit challenging the amount of liquidated damages provided hereunder in the event of such default. Notwithstanding anything to the contrary contained herein, this provision shall in no way affect or impair Seller's right of recovery under any indemnity given by Purchaser in favor of Seller under this Agreement.

ARTICLE XIV
WAIVER OF INSPECTION, VIOLATIONS, AND LOCAL REQUIREMENTS

14.1. Purchaser expressly waives any and all right to terminate this Agreement based on the results of any inspection of the Property by a licensed inspector, licensed contractor or licensed engineer prior to the Closing Date.

14.2. Notwithstanding the foregoing and in addition to the Right of Entry, Seller grants Purchaser and any Representative of Purchaser, after reasonable notice to Seller, reasonable access to conduct a final walk through of the Property with all utilities in service within forty-eight (48) hours prior to the Closing to ensure that all conditions of this Agreement have been met by Seller.

14.3. Purchaser shall accept the Property subject to any and all violations of law, rules, regulations, ordinances, orders or requirements issued by any Federal, state, county, municipal or other department or governmental agency having jurisdiction against or affecting the Property existing as of the Effective Date (collectively, "Violations"). Seller shall have no obligation to cure or remove any Violations existing as of the Effective Date.

14.4. To the extent the City of Buffalo, County of Erie, State of New York, or any other governmental agency or authority having jurisdiction (collectively, "Governmental Authorities") imposes requirements for issuance certificates of occupancy, certificates of compliance, certificates of inspection of sanitary sewer and/or storm sewer fixtures or facilities, or any other inspection and/or certification requirements in connection with and as a condition to the sale of the Property (collectively, "Local Requirements"), Purchaser shall be deemed to have waived all such Local Requirements to the extent the same are waivable. To the extent any such Local Requirement or Local Requirements are not waivable by Purchaser, Purchaser shall comply with the Local Requirement(s) in question at Purchaser's sole cost. Purchaser's waiver and assumption of obligations contained in **Section 14.4** shall survive the Closing of the transaction contemplated herein.

ARTICLE XV
BROKER

15.1. **Broker Commission**. In accordance with the Broker Order and in connection with the consummation of the sale contemplated by this Agreement, Seller shall be solely responsible for paying a broker's commission to Hanna CRE from the proceeds of the Purchase Price and pursuant to the terms of a separate agreement in an amount not to exceed six percent (6%) of the Purchase Price. No commissions shall be due or payable to Hanna CRE unless and until the Closing contemplated hereby occurs. Seller represents and warrants that Purchaser's broker, Howard Hanna Commercial Real Estate, Timothy Hourihan ("Purchaser's Broker"), will be paid by Hanna CRE pursuant to a separate written agreement. Purchaser and Seller each represent and warrant to the other that, except for the Hanna CRE and Purchaser's Broker, they have not employed, retained or consulted with any other broker, agent or finder in connection with the solicitation of Purchaser, the negotiations in connection with this Agreement, or the purchase and sale referenced herein. Each Party shall indemnify, defend and hold harmless the other Party against and from any and all claims, liabilities and expenses (including reasonable attorney's fees and disbursements) incurred by the other Party as a result of any commission or compensation claimed by or due to any broker.

ARTICLE XVI
BIDDING PROCEDURES AND ALTERNATIVE TRANSACTION

16.1. **Sale Motion**. The Parties acknowledge that this Agreement has been submitted without review of the Bid Procedures Motion or Proposed Bid Procedure Order and is subject to approval of the Bankruptcy Court, which approval will include, among other things, issuance by the Bankruptcy Court of a Bidding Procedures Order directing the manner in which a bidding procedure will be conducted for solicitation of competing offers from third parties for the purchase of the Property. Depending upon the outcome of the Bid Procedure Motion, this Agreement may be subject to termination by Purchaser or Seller, as hereinafter provided. Seller shall file a motion to approve this Agreement (the "Sale Motion") and to establish reasonable bidding procedures (the "Bidding Procedures") within twenty-one (21) days of the Effective Date of this Agreement.

16.2. **Higher Bids**. This Agreement is subject to higher and better offers pursuant to the Bidding Procedures to be established by the Bankruptcy Court, and is subject to termination pursuant to **Article VIII**.

16.3. **Alternative Transaction**. If the Bankruptcy Court shall enter a final Sale Order approving a purchase of the Property by an Alternative Bidder (as hereinafter defined), then Seller shall terminate this Agreement, by written notice to Purchaser, Purchaser shall be entitled to receive a refund of the Earnest Money Deposit, and Seller shall be free to consummate a sale of the Property to the Alternative Bidder (an "Alternative Transaction").

16.4. **The Bidding Procedures**. Subject to the approval by the Bankruptcy Court, Bidding Procedures shall include the following:

16.4.1. the procedures for solicitation of competing offers from third parties for the purchase of the Property (each, an "Alternative Bidder");

16.4.2. any bid submitted by an Alternative Bidder shall include proof of funds and a signed Purchase and Sale Agreement along with a marked copy showing any changes from this Agreement;

16.4.3. any bid submitted by an Alternative Bidder must exceed the Purchase Price set forth in this Agreement by One Hundred Thousand Dollars ($100,000.00) (the "Initial Overbid");

16.4.4. any subsequent bidding after the Initial Overbid shall be in minimum increments of Fifty Thousand Dollars ($50,000.00), with minimum subject to modification in the Seller's sole and absolute discretion;

16.4.5. the procedures for an auction to determine the highest and best offer for the Property (the "Successful Bidder");

16.4.6. such further terms as are determined to be necessary by Seller in order to obtain Bankruptcy Court approval of the Bidding Procedures; and

16.4.7. Purchaser shall be allowed to participate in the bidding process along with Alternative Bidders.

16.5. **Backup Bidder**. In the event that the Purchaser is not the Successful Bidder in the bidding process, the Purchaser's bid (as reflected in this Agreement or in any higher bid placed by Purchaser during the bidding process) shall remain irrevocable as the backup bidder (the "Backup

Bidder") until the earliest of: (i) a period of thirty (30) days from the Sale Order. or (ii) the closing of a sale with the Successful Bidder.

ARTICLE XII
MISCELLANEOUS

17.1. **Amendment**. This Agreement shall not be amended, modified, supplemented. or revoked, except by a writing signed by Seller and Purchaser.

17.2. **Governing Law**. This Agreement shall be governed by and construed. interpreted and enforced in accordance with the Laws of the State of New York without regard to conflicts of Laws or choice of Laws principles thereof that would cause the application of the Laws of any jurisdiction other than the State of New York.

17.3. **Binding Effect**. This Agreement shall bind the parties hereto, their respective heirs, successors and assigns. Except as set forth in **Section 17.6** hereof. neither Purchaser nor Seller may assign its interest hereunder without the prior written approval of the other party.

17.4. **Notices**. All notices required under this Agreement shall be in writing and shall be: (i) personally delivered; (ii) sent by certified mail. return receipt requested. postage pre-paid; (iii) sent by nationally recognized overnight air courier service at the expense of sender. or (iv) by email ,addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given upon delivery, or if delivery is refused. upon refusal to accept delivery. Notice hereunder may be given at the following addresses:

If to Seller:	The Diocese of Buffalo. N.Y. 795 Main Street Buffalo, New York 14203 Attn: Richard Suchan
With a copies to:	Bond Schoeneck & King PLLC 110 W. Fayette Street One Lincoln Center Syracuse, New York 13202 Attn: Charles Sullivan. Esq. Email: csullivan@bsk.com
	Bond, Schoeneck & King PLLC 225 Old Country Road Melville, New York 11747 Attn: Edward J. LoBello. Esq. Email: elobello@bsk.com
	Bond. Schoeneck & King PLLC 200 Delaware Avenue Suite 900

Buffalo, New York 14202
Attn: Sarah B. Wheeler, Esq.
Email: swheeler@bsk.com

If to Purchaser: PLK Enterprises, LLC
4 Centre Dr.
Orchard Park, New York 14127
Attn: Peter Krog

With a copy to: Barclay Damon LLP
The Avant Building
200 Delaware Avenue
Suite 1200
Buffalo, New York 14202
Attn: Chris Greene, Esq.
Email: cgreene@barclaydamon.com

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Jeff Dove, Esq.
Email: jdove@barclaydamon.com

The above notwithstanding, notice may be given by email from one party's attorney to the other party's attorney, with a copy by first class mail, addressed to the respective attorney above. Notice upon brokers, realtors, or other third parties shall be deemed courtesy copies only.

17.5. **Time for Performance**. Time shall be of the essence for purposes of this Agreement.

17.6. **Assignability**. Purchaser shall not have the right to assign this Agreement and its rights hereunder without Seller's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed, unless such assignment is to a single asset entity in which Purchaser owns a controlling interest or to Greenleaf Properties LLC or a controlled subsidiary or affiliate under common control, in which case, Seller's consent shall not be required, provided, however, that upon such assignment, Purchaser shall in no way be released or relieved of any of its obligations under this Agreement.

17.7. **Number and Gender**. Whenever required by the context or use in this Agreement, the singular word shall include the plural word and the masculine gender shall include the feminine and/or neuter gender, and vice versa.

17.8. **Captions**. The paragraph titles, headings and/or captions contained herein have been inserted solely as a means of reference and convenience. Such captions shall not affect the interpretation or construction of this Agreement and shall not define. limit. extend or otherwise describe the scope of this Agreement or the intent of any provision hereof.

17.9. **Counterparts and Electronic Delivery**. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. This Agreement may be delivered by Facsimile or email transmission, and facsimile, email, or photocopies of the fully executed Agreement shall have the same force and effect as originals.

17.10. **Legal Counsel**. Purchaser and Seller acknowledge that they have been, or have had the opportunity to be, represented by legal counsel in connection with this Agreement and that this Agreement is the product of extensive negotiations between the parties. Purchaser and Seller agree that the fact that this Agreement or one or more provisions hereof were drafted by one party or the other shall not affect the meaning or interpretation of this Agreement.

17.11. **Waiver**. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by any party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

17.12. **Third Party Beneficiaries**. Nothing in this Agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any Person other than the parties hereto and their permitted successors and assigns. There are no third party beneficiaries to this Agreement.

17.13. **Cooperation and Further Assurances**. The Parties shall use their respective commercially reasonable efforts to (a) take or cause to be taken all actions, and to do or cause to be done all other things, necessary, proper or advisable to expeditiously satisfy the closing conditions set forth herein and to consummate the transactions contemplated hereby as promptly as practicable and evidence the consummation of the transactions contemplated hereby, and (b) obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings in connection with the foregoing.

17.14. **No Merger**. Except for (a) Seller's covenants with respect to the title to the Property, and (b) as otherwise expressly provided herein, the provisions of this Agreement containing agreements between the parties relating to actions occurring after Closing shall not be merged into the instruments of Closing but shall expressly survive and be enforceable according to their terms.

17.15. **Notification of Certain Matters**. From time to time prior to the Closing Date, the Parties shall promptly notify each other of the occurrence or non-occurrence of any event or circumstance that as applicable, indicates (a) that any of the representations and warranties set forth herein may not be, will not be, or are not, true and correct, or (b) any failure on its part to comply with or satisfy, in any material respect, any covenant, agreement or condition to be complied with or satisfied by it pursuant hereto (any such notification, a "Required Notification"); provided, however, that in each case, such disclosure shall not be deemed to (i) amend or supplement any Schedule hereto, or (ii) cure any breach of such representation, warranty, covenant or agreement or satisfy any condition set forth herein.

17.16. **Entire Agreement**. This Agreement, including the exhibits and schedules, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction. If any provision hereof is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect. This Agreement may be amended, modified, or supplemented only by an instrument in writing signed by the parties.

17.17. **Escrow Agent and Earnest Money Deposit.** The Earnest Money Deposit made by Purchaser under the terms of this Agreement shall be held by Escrow Agent in a non-interest-bearing attorney's trust account, in accordance with and subject to the following provisions:

(a) Escrow Agent, without risk to Escrow Agent, except for willful misconduct or fraud, shall place the Earnest Money Deposit in a non-interest bearing bank attorney trust account maintained at a commercial bank, savings bank or savings and loan association.

(b) At the Closing, if any, Escrow Agent shall disburse the Earnest Money Deposit to Seller, and said Earnest Deposit shall be credited to the Purchase Price.

(c) Upon receipt of written demand therefor signed by Seller, stating that Purchaser have defaulted in the performance of Purchaser's obligations under this Agreement and that Seller has terminated this Agreement on account of said default of Purchaser, Escrow Agent shall, only disburse the Earnest Money Deposit to Seller; after Escrow Agent shall have given notice to Purchaser (in the manner specified in this Agreement for notices to be given) and Purchaser shall have given written notice authorizing such disbursement.

(d) Upon receipt of written demand therefor signed by Purchaser, stating that this Agreement has been terminated and that Purchaser is entitled under the terms of this Agreement to the return of the Earnest Money Deposit, Escrow Agent shall, only disburse the Earnest Money Deposit to Purchaser; after Escrow Agent shall have given notice to Seller (in the manner specified in this Agreement for notices to be given) and Seller shall have given written notice authorizing such disbursement.

(e) If an action or proceeding is commenced by either party to determine the rights of the parties to the Earnest Money Deposit, all attorneys' fees and court costs of the prevailing party shall be borne by whoever shall not prevail in such action or proceeding.

(f) It is agreed that the duties of Escrow Agent are only as herein specifically provided, are purely ministerial in nature and that Escrow Agent shall incur no liability whatsoever except for willful misconduct or fraud. Seller and Purchaser hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder. If requested at Closing, Seller and/or Purchaser shall execute and deliver general releases in the usual form to Escrow Agent.

(g) Escrow Agent is acting only as a stakeholder with respect to the Earnest Money Deposit. If any dispute shall arise as to whom the Earnest Money Deposit is to be disbursed, Escrow Agent shall not disburse the Earnest Money Deposit to either party but in such event shall hold the same until receipt by Escrow Agent of a written authorization signed by Seller and Purchaser directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold the Earnest Money Deposit until the final determination of the rights of the parties in an appropriate action or proceeding. Notwithstanding anything to the contrary contained herein, if such written authorization is not given, or an action or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but is not required to, bring any appropriate action or proceeding for interpleader or other leave to place the Earnest Money Deposit in court pending such determination. All costs of such action or proceeding, including, without limitation, attorneys' fees of Escrow Agent are to be borne by the party who shall not prevail in such action or proceeding. Upon delivery of the Earnest Money Deposit in the manner herein provided, Escrow Agent shall have no further liability hereunder or otherwise. Escrow Agent shall have the right to represent Seller in any dispute between Purchaser and Seller with respect to the Earnest Money Deposit.

(h) Escrow Agent has executed this Agreement solely to acknowledge Escrow Agent's receipt of the Earnest Money Deposit by check subject to collection, and to evidence Escrow Agent's agreement to act as escrow agent in accordance with the provisions of this **Section 17.17.**

(i) Seller and Purchaser agree that, notwithstanding the role of Bond, Schoeneck & King, PLLC under this Agreement as Escrow Agent, Bond, Schoeneck & King, PLLC currently represents Seller in connection with the transaction contemplated by this Agreement, and will continue to act as legal counsel to Seller in connection with matters related to this Agreement, including, without limitation, any disputes concerning the entitlement of either party to the Deposit. Purchaser hereby waives the right to assert an objection to such continued representation of Seller by Bond, Schoeneck & King, PLLC based on an alleged conflict of interest. The provisions of this **Section 17.17(i)** shall survive Closing or earlier termination of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

In Witness Whereof the parties have executed this Agreement as of the day and year first written above.

SELLER:

THE DIOCESE OF BUFFALO, N.Y.

By: + Michael W Fisher
Name:
Title:

PURCHASER:

PLK ENTERPRISES, LLC

By: Peter Krog
Name: Peter Krog
Title: manager and member

ESCROW AGENT:

BOND, SCHOENECK & KING, PLLC

By: Sarah B Wheeler
Name: Sarah B. Wheeler
Title: Associate Attorney

Exhibit A-1 (to Purchase and Sale Agreement)

Property Sketches

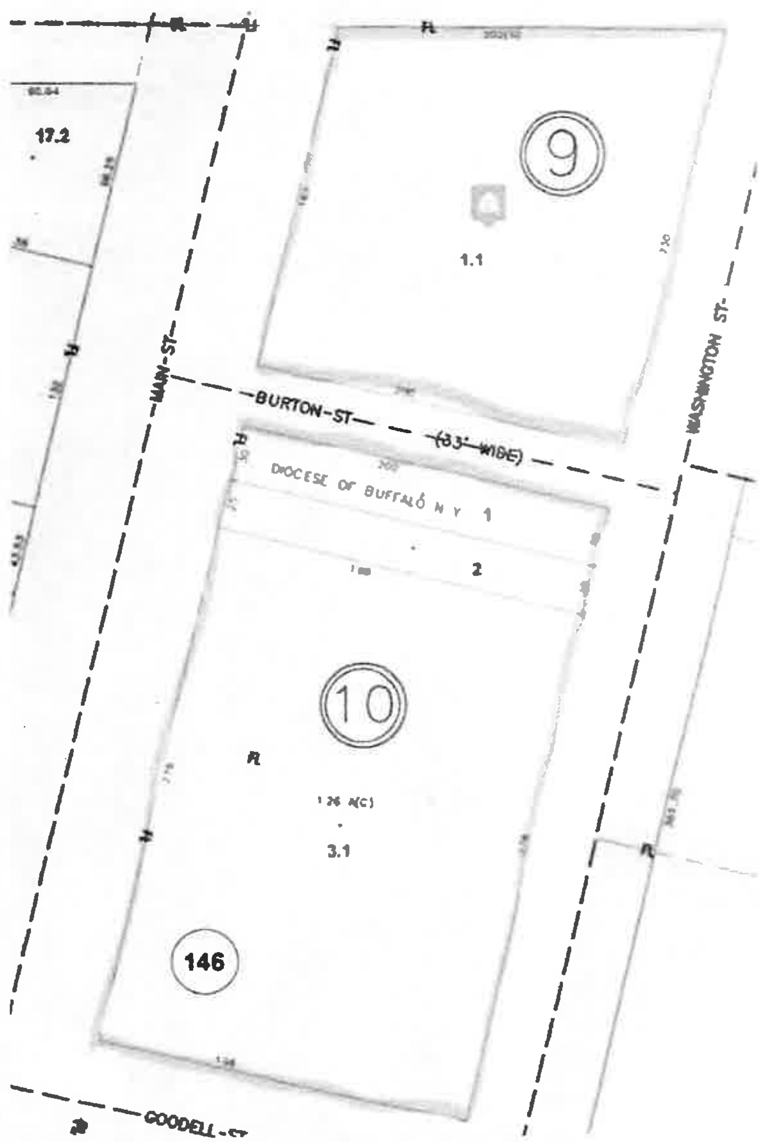

Exhibit A-2

Purchase and Sale Agreement for Various Properties on Main Street in Buffalo, New York

50487091.7
23522735.v2

Exhibit A-2 (to Purchase and Sale Agreement)

785 Main Street, Buffalo, New York [3]

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lots Nos. 146 and 147, in said City, bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of Main Street with the northerly line of Goodell Street; thence northerly along the easterly line of Main Street 278 feet to the southwesterly corner of lands conveyed to R. Thomas Flynn, Jr. by deed recorded in the Erie County Clerk's Office in Liber 8686 of Deeds at page 129; thence easterly along the southerly line of said lands of Flynn 198 feet to the westerly line of Washington Street (66 feet wide); thence southerly along the westerly line of Washington Street 278 feet to the northerly line of Goodell Street; thence westerly along the northerly line of Goodell Street 198 feet more or less to the point or place of beginning.

814 Main Street, Buffalo, New York

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 26, bounded and described as follows:

BEGINNING at a point in the westerly line of Main Street (99 feet wide), distant 98 feet southerly from the intersection of the westerly line of Main Street with the southerly line of Virginia Street (66 feet wide), said distance being measured along said westerly line of Main Street; thence westerly at right angles 100 feet; thence southerly parallel with Main Street 34 feet more or less to an easterly corner of lands conveyed to Victoria B. Alt by deed recorded in Liber 2585 of Deeds at page 235; thence southwesterly along the southeasterly line of lands so conveyed to Victoria B. Alt 41.40 feet to the southeasterly corner thereof; thence westerly on a line at right angles to St. Louis Place (66 feet wide, formerly Pearl Place) and along the southerly line of lands so conveyed to Victoria B. Alt as aforesaid 75 feet to the easterly line of St. Louis Place (9.36 feet) to the northwesterly corner of lands conveyed to Frank X. Hamlin and Frances Hamlin, his wife, by deed recorded in Liber 2115 of Deeds at page 90; thence easterly along the northerly line of lands so conveyed to Franklin X. Hamlin and wife as aforesaid 70 feet; thence southeasterly along Hamlin's east line 23.64 feet; thence easterly on a line drawn at right angles to the easterly line of St. Louis Place 30 feet more or less to a point 100 feet west of Main Street; thence southerly parallel with Main Street 32 feet more or less to the northerly line of lands conveyed to Charles R. Turner and Frances Turner by deed recorded in Liber 3653 of Deeds at page 439; thence easterly along the northerly line of lands conveyed to Charles R. Turner and

[3] 785 Main Street, Buffalo, New York consists of property commonly known as 795 Main Street, Buffalo, New York and property commonly known as 801 Main Street, Buffalo, New York.

Frances Turner as aforesaid 100 feet to the westerly line of Main Street; thence northerly along the westerly line of Main Street 132 feet to the point of beginning.

815 Main Street, Buffalo, New York

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 146, in said City, bounded and described as follows:

BEGINNING on the easterly line of Main Street, a distance of 278 feet north of the corner of Main and Goodell Streets; thence easterly, at right angles with Main Street, a distance of 99 feet to the center of the block; thence northerly, parallel with Main Street, a distance of 25 feet; thence westerly, parallel with the first mentioned line, a distance of 99 feet to Main Street; thence southerly, on the easterly line of Main Street, a distance of 25 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 146, in said City, bounded and described as follows:

BEGINNING at a point on the westerly line of Washington Street, a distance of 30 feet southerly from the point of intersection of the westerly line of Washington Street with the southerly line of Burton Alley; running thence westerly, on a line at right angles with Washington Street, a distance of 99 feet to the center of the block; thence southerly, on a line parallel with Washington Street, a distance of 25 feet; thence easterly, on a line at right angles with Washington Street, a distance of 99 feet to the westerly line of Washington Street; thence northerly, along the westerly line of Washington Street, a distance of 25 feet to the place of beginning.

819 Main Street, Buffalo, New York

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 147, in said City, bounded and described as follows:

BEGINNING on the easterly line of Main Street at its intersection with the southerly line of Burton Alley; running thence easterly along the southerly line of Burton Alley 200 feet to Washington Street; thence southerly along the westerly line of Washington Street 30 feet; thence westerly parallel with Burton Alley 200 feet to Main Street; thence northerly along said line of Main Street 30 feet to the place of beginning.

821 (a/k/a 825) Main Street, Buffalo, New York

Parcel A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 147, in said City, bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of Main Street with the northerly line of Burton Street; thence northerly along said easterly line of Main Street, 70 feet; thence easterly at right angles 200 feet to the westerly line of Washington Street; thence southerly along the said westerly line of Washington Street 70 feet to the northerly line of Burton Street; thence westerly along said northerly line of Burton Street, 200 feet to Main Street to the place of beginning.

Parcel B

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 147, in said City, bounded and described as follows:

BEGINNING at a point in the easterly line of Main Street, 70 feet north of the point of intersection of the easterly line of Main Street with the northerly line of Burton Alley; running thence easterly at right angles to Main Street 200 feet to the westerly line of Washington Street; running thence northerly along the westerly line of Washington Street, about 160 feet to the south line of Virginia Street (as now laid out); running thence westerly along the south line of Virginia Street (as now laid out) to the easterly line of Main Street; running thence southerly along the easterly line of Main Street about 117 feet to the place of beginning.

Quit Claim Deed

THIS INDENTURE, made the ____ day of __________________ 2025.

BETWEEN

THE DIOCESE OF BUFFALO, N.Y., a New York special act corporation created by the New York State Legislature pursuant to Chapter 568 of the Laws of 1951, having an office at 795 Main Street, Buffalo, New York 14203, Grantor,

and,

_______________, a ________________, having an address at ___________, Grantee.

WITNESSETH that the said Grantor, in consideration of ____ Dollar ($____), lawful money of the United States, paid by the Grantee, do hereby remise, release and forever Quit-Claim unto the Grantee, and their heirs and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, __________

Pursuant to Sections __________ of the _____________, the Bankruptcy Court of ______ approved the sale contemplated herein by an Order dated __________ and located at Index No. _______ (the "Order"), attached hereto as **Schedule A** shall be incorporated herein and shall be understood to be a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the Grantors in and to the said premises.

TO HAVE AND TO HOLD, the above granted premises unto the said Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year first above written.

In Presence of

THE DIOCESE OF BUFFALO, N.Y.

By: ____ L.S.

STATE OF NEW YORK)
)SS.:
COUNTY OF ERIE)

On the ______ of __________________ in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared _____________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), dated as of the 27 day of May 2026 (the "Effective Date"), is entered into between **THE DIOCESE OF BUFFALO, N.Y.**, a New York special act corporation created by the New York State Legislature pursuant to Chapter 568 of the Laws of 1951, having an address at 795 Main Street, Buffalo, NY 14203 ("Seller"), and **PLK ENTERPRISES, LLC**, a New York limited liability company having an address at 4 Centre Dr., Orchard Park NY 14127or an affiliated entity ("Purchaser"; Seller and Purchaser are each referred to herein as a "Party", and collectively as the "Parties").

RECITALS

WHEREAS, Seller is the owner of real properties located in the City of Buffalo, County of Erie, and State of New York, commonly known as (i) **785 Main Street, Tax Map Parcel No. 111.23-10-3.1**[4], (ii) **814 Main Street, Tax Map Parcel No. 111.22-8-18**, (iii) **815 Main Street, Tax Map Parcel No. 111.23-10-2**, (iv) **819 Main Street, Tax Map Parcel No. 111.23-10-1**, and (v) **821 (a/k/a 825) Main Street, Tax Map Parcel No. 111.23-9-1.1**, which are shown outlined in the Agreement (as hereinafter defined) (the "Real Property");

WHEREAS, on February 28, 2020 (the "Petition Date") Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 et seq., the "Bankruptcy Code") with the United States Bankruptcy Court for the Western District of New York (the "Bankruptcy Court"), commencing Seller's chapter 11 case (this "Bankruptcy Case");

WHEREAS, Seller continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Purchaser and Seller entered into that Purchase and Sale Agreement dated September 8, 2025 (the "Agreement"), which provided for Seller to sell the Property (as defined in the Agreement) to Purchaser, subject to Bankruptcy Court (as defined in the Agreement) procedures and approvals;

WHEREAS, Purchaser and Seller wish to amend the Agreement, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Purchaser agree as follows:

1. Diocese Lease. Section 4.7 is hereby deleted in its entirety and replaced with the following language:

---

[4] For the avoidance of doubt, this property address is 785 Main Street, Buffalo, New York and the mailing address is 795 Main Street, Buffalo, New York. 785 Main Street, Buffalo, New York consists of property commonly known as 795 Main Street, Buffalo, New York and property commonly known as 801 Main Street, Buffalo, New York.

4.7 Diocese Lease. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have the right to occupy the Walsh Building for a period not to exceed three (3) years after the Closing Date, and Purchaser shall have the obligation to permit Seller to occupy the Walsh Building for a period not to exceed three (3) years after the Closing Date, subject to the terms of a written lease agreement by and between Seller, as tenant, and Purchaser, as landlord (the "Diocese Lease"). The form Diocese Lease is attached hereto, and incorporated herein, as Exhibit 1. For the avoidance of doubt, the following terms shall be considered material terms of the Diocese Lease:

c. Seller, as tenant, shall have the right to terminate the Diocese Lease upon thirty (30) days prior written notice to Purchaser, as landlord, at any time during the term of the Diocese Lease;

d. Seller, as tenant, shall pay Purchaser's, as landlord, Carrying Costs (as hereinafter defined) for the Walsh Building. The term "Carrying Costs" shall include the following costs:

   i. All utilities consumed at the Walsh Building;

   ii. All maintenance, repair, and upkeep of the parking lot located adjacent to the Walsh Building (the "Walsh Parking Lot"), which shall include, but not be limited to all snow and ice removal and plowing services;

   iii. All real property taxes and assessments levied against the Walsh Building and the Walsh Parking Lot;

   iv. All cost to obtain insurance coverage for the Walsh Building, to the extent such insurance limits are commercially reasonable (the Diocese Lease shall include Seller's obligation to carry and pay for liability insurance and property damage insurance or to pay for Purchaser's, as landlord, insurance covering the Walsh Building). Prior to securing an insurance policy, Purchaser shall provide Seller the opportunity to obtain an insurance estimate for the Walsh Building at such commercially reasonable coverage limits specified by Purchaser, as landlord (the "Estimate"). After review of the Estimate, if Purchaser elects to secure a policy from another broker, at a higher premium, Seller's financial obligations shall be limited to a reasonable increase of the Estimate." All costs of the general maintenance and repair of the Walsh Building; and

   v. Sidewalk maintenance and snow and ice removal to the extent performed by Purchaser as landlord and not Seller as tenant.

e. If during the term of the Diocese Lease, Purchaser elects to separate the Walsh Building from the adjacent building, 795 Main Street (the "Diocese Building"), then Purchaser shall install a new heating, ventilation, and air conditioning ("HVAC") system to service the Walsh Building and take steps to separate the utilities of the Walsh Building and the Diocese Building (the "HVAC and Utility Work"). If the costs of the HVAC and Utility Work are Two Hundred and Fifty Thousand Dollars ($250,000.00), Seller shall be liable for such costs. If the costs of the HVAC and Utility Work exceed Two Hundred and Fifty Thousand Dollars ($250,000.00), Seller shall be liable for up to Two Hundred and Fifty Thousand Dollars ($250,000.00) ("Seller's Contribution") and Purchaser shall pay the difference between the cost of the HVAC and Utility Work cost and Seller's Contribution. Notwithstanding anything to the contrary contained herein, Seller's Contribution under this Subsection and related to the HVAC and Utility Work shall be limited to, and in no instance more than, Two Hundred and Fifty Thousand Dollars ($250,000.00). *For the avoidance of doubt and for illustrative purposes only, if the HVAC and Utility Work costs Four Hundred and Fifty Thousand Dollars ($450,000.00), Seller shall pay $250,000.00 and Purchaser shall pay Two Hundred Thousand Dollars ($200,000.00). For further illustrative purposes only, if the HVAC and Utility Work costs Five Hundred and Sixty Thousand Dollars ($560,000.00), Purchaser shall pay Three Hundred and Ten Thousand Dollars ($310,000.00) and Seller shall pay Two Hundred and Fifty Thousand Dollars ($250,000.00).*

f. For the avoidance of doubt, the obligations and responsibilities contained in this Section 4.7 shall survive Closing.

2. The recitals set forth in the preamble of this Amendment are incorporated into and shall constitute a part of this Amendment.

3. Except as otherwise specifically set forth in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect, shall not be considered amended or modified, and are hereby ratified and confirmed in all respects.

4. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

In Witness Whereof the parties have executed this Amendment as of the day and year first written above.

SELLER:

THE DIOCESE OF BUFFALO, N.Y.

By: + Michael W Fisher
Name:
Title:

PURCHASER:

PLK ENTERPRISES, LLC

By: Peter Krog
Name: Peter Krog
Title: manager and member

EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), dated as of the 27th day of May, 2026 (the "**Effective Date**"), is by and between **PLK ENTERPRISES, LLC**, a New York limited liability company, having an address at 4 Centre Dr., Orchard Park NY 14127 ("**Landlord**"), and **THE DIOCESE OF BUFFALO, N.Y.**, a New York special act corporation created by the New York State Legislature pursuant to Chapter 568 of the Laws of 1951, having an address at 801 Main Street, Buffalo, NY 14203 ("**Tenant**"; Landlord and Tenant are each referred to herein as a "Party"; and collectively, as the "**Parties**").

ARTICLE 1 -- PROPERTY

1.1 Property. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease unto Tenant, and Tenant does hereby lease and take from Landlord, the building comprising approximately 31,500 square feet located at 801 Main Street in the City of Buffalo, New York 14203[1] (the "**Building**"), including the garage at street level and adjacent to the Building (the "**Bishop's Garage**"), and exclusive (except as set forth in Section 2.4 below) use of all parking spaces located in Lot 1, which Parking Lot 1 is connected to the Building (the "**Parking Lot**"; collectively, the "**Property**") but subject to Landlord's Parking Rights described below.

ARTICLE 2 -- TERM

2.1 Term. The term of this Lease shall commence on __________ ("**Commencement Date**") and shall terminate three (3) years thereafter, unless terminated earlier in accordance with this Lease (the "**Termination Date**") (collectively, the "**Term**").

2.2 Option to Renew. Landlord hereby grants an option to renew this lease for one (1) year after the expiration of the Term, as set forth in Article 2.1 above, on the same terms as this Lease provided that Tenant is not actively in an Event of Default, as hereinafter defined. Tenant shall give Landlord written notice of its intention to renew at least sixty (60) days prior to the expiration of the Term. If properly exercised, the definition of "Term" set forth herein shall include this renewal term.

2.3 Early Termination. Notwithstanding anything to the contrary herein, Tenant may terminate this Lease prior to the expiration of the Term by providing Landlord with no less than THIRTY (30) days' prior written notice. In such circumstances, the Lease shall expire with the same force and effect as if the term were, pursuant to the provisions of the Lease, fixed to expire at such time on the Termination Date.

---

[1] The Parties acknowledge that 801 Main Street, Buffalo, New York is the mailing address for a portion of the real property, which is commonly known by the City of Buffalo, as "785 Main Street, Buffalo, New York" the other portion of which is commonly known as 795 Main Street, Buffalo, New York.

2.4 Landlord's Parking Rights. Notwithstanding any contrary provision in this Lease. Landlord reserves for itself, and Tenant grants to Landlord, a non-exclusive license to use 24 parking spaces in the Parking Lot for the use of Landlord, its members, employees, contractors, customers, tenants, assignees, designees and invitees primarily Monday-Friday 4:30 PM-8:30 AM, weekends and holidays. Landlord may assign its rights under this Section 2.4 to any party by written notice to Tenant. Landlord or, if Landlord has assigned its rights under this Section 2.4, Landlord's assignee, may terminate this license by written notice to Tenant. Notwithstanding anything to the contrary contained herein, while such license is in effect, Landlord, at its sole cost and expense, shall be responsible for the snow removal of the Parking Lot.

ARTICLE 3 -- RENT

3.1 Rent. Within fifteen (15) days of Tenant's receipt of an invoice or bill from Landlord, Tenant agrees to pay Landlord, at the address set forth above or such place as Landlord shall from time to time direct by written notice to Tenant, the following:

(a) All maintenance, repair, and upkeep of the Parking Lot, which shall include, but not be limited to all snow and ice removal and plowing services;

(b) All real property taxes and assessments levied against the Property;

(c) All cost to obtain and maintain insurance coverage for the Property, to the extent such insurance limits are commercially reasonable, and further subject to the requirements and limitations identified in Section 11.3 below;

(d) Sidewalk maintenance and snow and ice removal to the extent performed by Landlord, and not Tenant and

(e) Any costs, expenses, charges, or other payments, which Tenant is obligated by the terms of this Lease to pay to or for the benefit of Landlord.

(collectively (a) – (e), the "**Rent**").

ARTICLE 4 -- DELIVERY OF PROPERTY

4.1 Property Condition. Tenant accepts the Property in "as-is" condition.

ARTICLE 5 -- REPAIRS

5.1 Landlord's Repairs and Maintenance. Landlord shall be responsible, at its sole cost and expense, for maintaining the structural components of the Property in good condition and making all structural repairs and replacements as are necessary or desirable, in Landlord's reasonable discretion, including to: all structural components of the Property, roof, foundation, and exterior walls. Landlord shall be responsible, its sole cost and expense, for maintaining any common areas.

5.2 Tenant's Repairs and Maintenance. Tenant agrees that it shall, throughout the Lease, take good care of the Property and that, except for those repairs and replacements identified in Section 5.1, it will, at its sole cost and expense, be responsible for maintaining the Property (including Bishop's Garage), and shall make all necessary repairs and replacements to the Building (both internal and external), and take such action as may be necessary to preserve the same in good order, condition and state of repair, without limitation, all interior and exterior maintenance, repairs, and replacements in connection with the Property(inclusive of the Building) , the windows, doors, and other interior and exterior features of the Building, the plumbing, electrical, exterior lighting, the Parking Lot (including removal of snow and ice, sanding, and salting), building systems (excluding the HVAC system except as otherwise provided herein), and all landscaping. Notwithstanding anything to the contrary contained herein, except for any repairs required due Tenant's negligence, willful misconduct, or failure to reasonably maintain the HVAC system located within the Building (which shall be Tenant's obligation), Landlord shall make any required repairs, including, replacement, if necessary, to the main components HVAC system servicing the Property. Notwithstanding the foregoing, Tenant shall be responsible for maintaining and repairing any infrastructure of the HVAC system (including, but not limited to, ductwork, filters, vents, and etc.) located within the Building.

5.3 Tenant's Alterations.

(a) Subject to the Alteration Conditions (as hereinafter defined), Tenant shall have the right, at its sole expense, from time to time, to make such interior cosmetic alterations, redecorations and changes (collectively "**Alterations**") in such parts of the Property thereof as Tenant shall reasonably deem necessary for its business purposes; provided that Tenant shall first obtain Landlord's prior written consent.

(b) All Alteration(s) (i) shall be completed in accordance with all applicable laws, rules, regulations, and orders, including applicable building codes, and (ii) shall not affect (x) structural components of the Property, (y) the Bishop's Garage or Parking Lot, or (z) the certificate of occupancy for the Building.

(c) No Alterations shall be commenced until the following conditions are satisfied ((i)-(iii), each, an "**Alteration Condition**"; collectively, the "**Alteration Conditions**"):

(i) Tenant shall obtain, at Tenant's sole cost and expense. all certificates. licenses, permits, authorizations. consents and approvals necessary for such Alterations. from all governmental authorities having jurisdiction with respect to the Property or Alterations. With respect to Alterations that have been approved by Landlord. Landlord shall reasonably cooperate with Tenant, at Tenant's cost, in obtaining any such certificate, license, permit, authorization, consent or approval. Notwithstanding anything to the contrary herein, any certificates, licenses, permits, authorizations, consents and/or approvals from all government authorities, which have jurisdiction with respect to the Property or Alterations, that must be obtained upon completion of an Alteration is expressly excluded from Alteration Conditions.

(ii) Tenant shall furnish approval plans and specifications for each proposed Alteration, reasonably detailed based upon the scope of the proposed Alteration, to Landlord for prior written approval (which approval shall not to be unreasonably withheld, conditioned or delayed, provided the Alteration Conditions are met);

(iii)Tenant shall obtain Landlord's prior approval of any contractor or subcontractor (and, Tenant shall furnish Landlord with the names, addresses and all information of any contractor or subcontractor, which may be reasonably requested by Landlord); and

(iv)Tenant shall furnish to duplicate policies, or certificates of worker's compensation (covering all persons to be employed by Tenant. and Tenant's contractors and subcontractors in connection with such Alteration) and commercial general liability (including property damage coverage) insurance in such form, with such companies, for such periods and in such amounts as Landlord may reasonably approve, naming Landlord and its agents, and any mortgagee, as additional insured. For the avoidance of doubt, Tenant's insurance obligations may be satisfied by self-insurance as identified in Article 11 provided such self-insurance complies with all requirements of Tenant's insurance contained in this Lease specifically including, but not limited to, naming Landlord as additional insured, waiver of subrogation, and providing Landlord with ACCORD certificates of insurance.

(d) Tenant shall cause all Alterations to be made and completed in accordance with the approved plans and specifications, in a good and workmanlike manner, in compliance with all Laws. All Alterations shall be diligently prosecuted to completion. All materials and equipment to be incorporated in the Property as a result of any Alteration shall be of good quality, and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage or title retention or security agreement. Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alteration, which may be required by any governmental authority. Tenant shall furnish Landlord with copies of such approvals. To the extent an Alteration alters the structure of the Building, upon Landlord's reasonable written request, Tenant shall provide Landlord with as-built plans and specifications.

(e) Tenant shall promptly pay all costs and expenses incurred for any Alterations, and Tenant shall at all times maintain the Property free and clear of all liens for services or labor performed or rendered, or for materials delivered, supplied or furnished, to or in connection with any Alteration(s).

5.3 HVAC and Utility Work. The parties acknowledge the heating, ventilation, and air conditioning system ("**HVAC**") and utilities that service the Property are interconnected to the HVAC and utilities serviced to the adjacent property, 795 Main Street, Buffalo, New York (the "**Adjacent Property**"). If during the Term, Landlord elects to separate the Property from the Adjacent Property, Landlord shall (i) provide notice to Tenant the earlier of (a) at least sixty (60) days prior to the beginning of separation work or (b) receipt of necessary approvals from any and all applicable municipal agencies; (ii) timely install a new HVAC to service the Property; and (iii) timely take steps to separate the utilities of the Building and the Adjacent Property ((ii) and (iii), the "**HVAC and Utility Work**"). If the costs of the HVAC and Utility Work is Two Hundred and Fifty Thousand Dollars ($250,000.00) or less, Tenant shall be liable for such costs up to Two Hundred and Fifty Thousand Dollars ($250,000.00) ("**Tenant's Contribution**"). If the costs of the HVAC and Utility work exceed Two Hundred and Fifty Thousand Dollars ($250,000.00), Landlord shall pay the difference between the cost of the HVAC and Utility Work and Tenant's Contribution. Notwithstanding anything to the contrary herein, Tenant's Contribution under this Section 5.3 shall limited to, and in no instance exceed, Two Hundred and Fifty Thousand Dollars ($250,000.00).[2] For the avoidance of doubt, notwithstanding the fee splitting procedure identified above for the HVAC and Utility Work, Landlord shall, at its sole cost and expense, maintain, repair, and replace the HVAC and the HVAC shall be the sole property of Landlord.

ARTICLE 6 -- UTILITIES

6.1 Utilities. As of the Commencement Date, gas and water serviced to the Property are not separately metered from the Adjacent Property. Unless and until the completion of the HVAC and Utility Work, the Parties agree Tenant shall pay for its percentage share, by square footage of gas and water services to the Property. For clarity, as of the Commencement Date, the total square footage of the Building is approximately 31,500 square feet and the total square

[2] For the avoidance of doubt and for illustrative purposes only, if the HVAC and Utility Work costs Four Hundred and Fifty Thousand Dollars ($450,000.00), Tenant shall pay Two Hundred and Fifty Thousand Dollars ($250,000.00) and Landlord shall pay Two Hundred Thousand Dollars ($200,000.00). For further illustrative purposes only, if the HVAC and Utility Work costs Five Hundred and Sixty Thousand Dollars ($560,000.00), Landlord shall pay Three Hundred and Ten Thousand Dollars ($310,000.00) and Tenant shall pay Two Hundred and Fifty Thousand Dollars ($250,000.00)

footage of the Building and Adjacent Property is approximately 126,320 square feet, for a gas and water percentage of 25% (provided the entire Adjacent Property is on the same meter, otherwise the "square footage of the Adjacent Property" shall be limited to the actual square footage connected to the same meter as the Building). Landlord shall invoice Tenant for Tenant's percentage share. Tenant shall be responsible for all other utilities used upon or furnished to the Building as of the Commencement Date or thereafter.

ARTICLE 7 -- USE

7.1 Use of Property. Tenant shall have the right to use and occupy the Property for any lawful purpose related to a Roman Catholic Diocese and related administrative functions and agrees to not use the Property or permit the Property to be used for any other purposes without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not use the Property or permit the Property to be used for any unlawful purposes or in violation of appliable laws, ordinances, or regulations.

ARTICLE 8 -- ASSIGNMENT

8.1 Assignment and Subletting. Tenant shall have no right to assign this Lease and/or to sublet all or any portion of the Property without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall not have the right to assign this Agreement and its rights hereunder without Tenant's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed, unless such assignment is to a single asset entity in which Landlord owns a controlling interest or to Greenleaf Properties LLC or a controlled subsidiary or affiliate under common control, in which case, Tenant's consent shall not be required.

ARTICLE 9 -- SURRENDER

9.1 Surrender of Property. Upon the expiration or termination of this Lease, Tenant shall surrender the Property to Landlord in good condition and repair, reasonable wear and tear, casualty, and condemnation, excepted.

ARTICLE 10 -- SIGNS

10.1 Exterior Signs. Tenant shall have the right, at its sole expense and in conformity with applicable laws and ordinances (including variances), and subject to Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed, to erect and thereafter, to maintain and/or replace, if it shall so elect, signs on the Property. Upon the expiration of this Lease, Tenant shall remove all such signs, and Tenant shall repair any damage to the Property caused by such the installation or removal of such signage.

ARTICLE 11 -- INSURANCE

11.1 Indemnity. Tenant shall indemnify and hold Landlord harmless from any claims, damages, liabilities and expenses (including attorneys' fees and costs) for damage or injury to any person or any property occurring on the Property caused by Tenant's use or occupancy of the Property, except to the extent caused by Landlord's negligent acts or omission or willful misconduct or breach of this Lease.

11.2 Tenant's Insurance. Tenant agrees to provide:

(a) Commercial general liability insurance, written on ISO form CG 00 01 01 96 or its equivalent, including contractual liability for Tenant's obligations pursuant to this Lease as an "**Insured Contract**", including all obligations of indemnity hereunder (including, but not limited to, defense costs and attorney's fees assumed under this Lease, which may be payable in addition to the limit of the liability) and liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Premises or with respect to the operations of Tenant in the Premises, in which the limit of such commercial general liability coverage shall be not less than Three Million Dollars ($3,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate (the "**CGL Policy**"). The CGL Policy shall cover liability arising from premises and operations, independent contractors, and liability assumed under an insured contract (including tort liability of another assumed in a business contract). The CGL Policy shall name Landlord and any mortgagee as additional insured such coverage to be provided through an ISO CG 20 11 04 13 form of endorsement or its equivalent. If the CGL Policy contains a general aggregate limit, such general aggregate limit shall apply separately to each location. The CGL Policy shall be written on an occurrence bases, not a claims made basis and shall be primary and non-contributory to any insurance carried by Landlord. If in the reasonable opinion of the insurance broker retained by Landlord the amount of CGL Policy coverage maintained by Tenant is not adequate, Tenant shall from time to time (but no more frequently than once every five (5) years) increase the insurance coverage as recommended by Landlord's insurance broker;

(b) Fire, casualty, and extended risk property damage insurance on a causes of loss-special form basis covering, on a replacement cost value, all leasehold improvements, fixtures, inventory, personal property and equipment located within the Premises which includes business interruption/business income loss insurance and names Landlord and any Landlord mortgagee as loss payee;

(c) Worker's compensation and employer's liability coverage providing statutorily required benefits or a limit of no less than One Million and No/100 Dollars, whichever is greater, which such policies will contain an endorsements waiving the underwriter's rights of subrogation against Landlord;

(d) Commercial automobile insurance, to be written with a liability limit of no less than One Million and No/100 Dollars ($1,000,000.00) and which shall include owned, hired, and non-owned coverage; and

(e) An umbrella and/or excess policy with limits of no less than Ten Million and No/100 Dollars ($10,000,000.00) per occurrence or in the aggregate.

Insurance policies shall name Landlord and each of Landlord's mortgagees as additional insured and as certificate holders, to the extent available for such policy. Coverages for the Landlord and each other additional insured under any policy required hereunder, specifically including, but not limited to the CGL Policy, shall be as broad as the coverage for Tenant and shall apply as primary insurance on a non-contributory basis before any other insurance or self-insurance, including any deductible, maintained by or provided to Landlord or such other additional insured. Each such policy of insurance shall be written by one or more insurance companies licensed to do business in the State of New York with an AM Best rating of A-VIII or better, with express waivers of subrogation against Landlord and each mortgagee, and shall provide that if the insurers cancel such insurance for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation lapse, expiration, reduction or change shall not be effective as to Landlord or any mortgagee until thirty (30) days after receipt by the Landlord or such Mortgagee, as the case may be, of written notice thereof.

With respect to each type of insurance specified herein, Landlord's insurance shall be excess to Tenant's insurance. A copy of each policy and endorsement shall be delivered to Landlord and each mortgagee on or before the Effective Date, and copies of all policies and endorsements with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord and each mortgagee at least ten (10) days prior to the expiration or cancellation of any policies and endorsements which they replace. Tenant shall promptly (and in any event at least five (5) business days prior to the date on which notice is required to be given to the insurer under such policies) notify both Landlord and the insurer in writing of any occurrence which might give rise to a claim under any of the policies required to be maintained by Tenant under this Lease. Tenant further agrees to comply in timely fashion with all of the obligations of the insured under each such policy and shall defend, indemnify and hold Landlord and each mortgagee harmless from any liability, loss, cost and/or expense suffered or incurred by Landlord or such mortgagee as a result of Tenant's failure to comply with the provisions of this Section

11.3 Landlord's Insurance. Landlord shall maintain comprehensive insurance on the Property and any personal property therein appropriate for Landlord's respective interests, in a commercially reasonable amount. Prior to securing an insurance policy, Landlord shall provide Tenant the opportunity to obtain an insurance estimate, through Tenant's self-insurance or an insurance broker, for the Property at such commercially reasonable coverage limits specified by Landlord (the "**Estimate**"). After review of the Estimate, if Landlord elects to secure a policy from another broker, at a higher premium, Tenant's financial obligations shall be limited to a reasonable increase of the Estimate.

ARTICLE 12 -- CASUALTY

12.1 No Abatement or Adjustment of Rent. If the whole of the Property shall be damaged or destroyed, or if a substantial portion thereof shall be damaged or destroyed to the extent that Tenant, in its reasonable judgment, determines that it cannot conduct business in the Property, then Rent and any other charges payable hereunder shall not be abated, unless otherwise indicated in this Lease.

12.2 Repairs and Restoration of Property. In the event of the destruction of the Building, the Property, or any portion thereof, by fire, explosion, the elements or otherwise, during the Term, or such partial destruction thereof as to a material portion of the Property, as reasonably determined by Landlord, then Landlord shall have a period of forty-five (45) days from the date of such destruction or partial destruction of the Property to determine, at its election, whether the Property should be rebuilt. If Landlord elects to rebuild, Landlord thereafter shall have a period of one hundred fifty (150) days from the date of commencement of substantial repairs or reconstruction of the Property, which shall not be more than forty-five (45) days from the event of destruction, to rebuild the Property to substantially the same condition as upon initial delivery thereof to Tenant. For the avoidance of doubt, if the necessitated repairs exceed an insurance award for the damage, the Term hereby created, at the option of Landlord, shall cease and become null and void from the date of such damage or destruction; and if such option is exercised Tenant shall immediately surrender the Property and all Tenant's interest therein to Landlord and shall pay Rent only to the time of such surrender. However, should the Property be rendered wholly or partially untenantable and unfit for occupancy but yet be repairable, at Landlord's election, Landlord shall repair the same within the timeline identified above. If the Property is rendered wholly or partially untenable and unfit for occupancy but repairable, Tenant shall continue to pay all Rent as herein provided. Tenant shall immediately notify Landlord in case of fire or other damage to the Property. No claim shall be made by Tenant in any case for compensation or damages by reason of interruption of its business through any such destruction and damage to the Property or arising from the necessity of repairing any portion of the Property. Landlord shall not be liable for any loss of or damage to property of Tenant or the interruption of Tenant's business. Tenant waives the right to make repairs at Landlord's expense If this Lease is terminated under this Article 12, the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

12.3 Delivery of Property. If this Lease has not been canceled hereunder as a result of any damage or destruction of the Property, Tenant shall not be required to accept delivery or possession of the Property and recommence paying Rent and other charges (or such abated portion thereof) until all of the following shall have occurred:

(a) The damaged or destroyed portion of the Property shall have been restored as nearly as practicable to the condition existing immediately prior to such destruction or damage and in compliance with all laws, ordinances, regulations, and requirements of governmental authorities having jurisdiction thereof;

(b) If required, a certificate of occupancy or an equivalent use permit, and all other requisite permits, if any, shall have been issued by the appropriate legal authorities issuing same, and Landlord shall have delivered to Tenant such certificate(s) or photostatic copies thereof; and

(c) If Landlord has elected to rebuild Landlord shall have delivered written notice to Tenant of the date of completion of the Property as required herein, and Tenant shall have a period of SIXTY (60) days from and after such date of completion to install all trade fixtures, merchandise, equipment, and other personal property damaged or destroyed in connection with such damage or destruction of the Property.

ARTICLE 13 -- CONDEMNATION

13.1 Total Taking. If the whole of the Property shall be taken under power of eminent domain by any public or private authority or conveyed by Landlord to said authority in lieu of such taking, then this Lease shall terminate as of the date of such taking.

13.2 Partial Taking.

(a) Landlord or Tenant may, at its election, terminate this Lease upon the occurrence of any condemnation, or conveyance in lieu of condemnation, which affects:

(i) Twenty percent (20%) or more of the floor area of the Property;

(ii) Any portion of the access areas or parking areas whose condemnation would materially affect ingress to and egress from the Property or the ability of Tenant to park its vehicles.

The terminating party shall give the other party notice of such party's election to terminate this Lease within thirty (30) days after the parties have received notice of such pending condemnation. If Landlord or Tenant fails to give such written notice to the other party within such thirty (30) day period, the parties shall be conclusively deemed to have elected not to terminate this Lease.

(b) If there is a condemnation, conveyance in lieu of condemnation, or other taking of a material portion of the Property (as reasonably determined by Landlord) or any portion of the Property or Adjacent Property that would make satisfying Landlord's obligations hereunder impossible, Landlord shall have the right to terminate this Lease upon written notice to Tenant within thirty (30) days after notice of such condemnation.

(c) Notwithstanding anything to the contrary set forth herein, if any portion of the Property is condemned or conveyed in lieu of such condemnation during the last two (2) years of the term hereof then Landlord or Tenant may terminate this Lease upon thirty (30) days written notice to the other party.

13.3 Restoration. If Landlord elects not to terminate this Lease, Landlord, at Landlord's sole cost and expense, shall promptly restore the remaining portions of the Property, as the case may be, to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and exclusive of any trade fixtures or improvements installed by Tenant, and provided that Landlord shall not be required to expend more on such restoration than the award amount. If Landlord does not either (i) obtain a building permit for any repairs or restoration required hereunder within three (3) months of the date of taking, or (ii) complete such repairs or restoration in accordance with this Section 13.3 within nine (9) months of such taking, then, in either event, Landlord or Tenant may at any time thereafter terminate this Lease upon thirty (30) days written notice thereof to Landlord. Rent and any other charges payable by Tenant hereunder shall not be suspended or abated

13.4 The Award. All compensation awarded for any taking, whether for the whole or a portion of the Property, shall be the sole property of Landlord whether such compensation shall be awarded for diminution in the value of, or loss of the leasehold or for diminution in the value of or loss of the fee, or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation; provided, however, Landlord shall not be entitled to and Tenant shall have the sole right to recover for itself any award made by the appropriating authority for (a) the unamortized portion of any leasehold improvements installed by Tenant in the Property, (b) the cost of removal of leasehold improvements, fixtures, and other improvements installed in the Property by, or at the expense of Tenant, (c) relocation expenses, and (d) any separate award made by the appropriating authority directly to Tenant, provided that Landlord's award is not reduced by any such awards to Tenant. Tenant acknowledges and agrees that Landlord is not liable for any such damages claimed by Tenant.

13.5 Release. In the event of any termination of this Lease as the result of the provisions of Article 13, Rent and any other charges, if any, paid in advance by Tenant shall be refunded to Tenant, and the parties, effective as of such termination, shall be released from all liability and obligations thereafter arising under this Lease.

ARTICLE 14 -- DEFAULT

14.1 Landlord's Right Upon Tenant's Default.

(a) Tenant agrees, and it is hereby made a condition of this Lease, that if at any time prior to or during the term of this Lease any one or more of the following events occurs, each such event shall constitute an "**Event of Default**":

(i) If any of the Rent herein reserved shall not be paid as and when the same shall become due and payable and shall remain unpaid in whole or in part for TEN (10) days after the applicable due date and written notice of the default from Landlord, or

(ii) If the Tenant shall default in the performance of any of the other agreements, covenants, or terms herein contained on its part to be performed or kept, and remain in default for ten (10) days after written notice of the default from Landlord, provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such period, Tenant shall commence such cure and thereafter diligently prosecute the same to completion; or

(iii) If the Tenant abandons the Property and the Property do not revest in the Tenant and remains abandoned after a period of ten (10) days.

(b) Should an Event of Default occur and be continuing beyond the period within which to cure, Landlord, in addition to the other rights and remedies it may have, shall have the right to immediately declare this Lease terminated and the term ended, in which event all of the right, title and interest of Tenant hereunder shall wholly cease and expire upon receipt by Tenant of a notice of termination from Landlord. Tenant shall then quit and surrender the Property to Landlord in the manner and under the conditions as provided for under this Lease. Furthermore Landlord shall be entitled to all Rent due through the date of termination and shall have all rights and remedies available to Landlord at law and in equity.

ARTICLE 15 -- TITLE

15.1 Subordination. Tenant hereby subordinates this Lease to the lien of any deed of trust, mortgage or mortgages now or hereafter placed upon Landlord's interest in the Property. The foregoing subordination shall be self-operative and require no act of Tenant to effectuate intent of the provision, however, Tenant agrees that it shall, on demand, execute such further instrument(s) as may be requested by Landlord or Landlord's mortgagee(s) to re-affirm and further evidence such subordination and the rights of the mortgagee with respect to this Lease and the Property.

15.2 Quiet Enjoyment. Landlord covenants and agrees with Tenant that, Tenant may peaceably and quietly have, hold, occupy and enjoy the Property without hindrance or molestation from Landlord or any persons.

ARTICLE 16 -- MISCELLANEOUS

16.1 Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue in occupancy of the Property after the expiration of the original term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of this Lease, but such occupancy shall continue as a tenancy from month to month upon the covenants, provisions and conditions herein contained provided, however, the Rent owed by Tenant to Landlord shall increase by 200% for each month Tenant remains in possession of the Property after expiration of the original term of the Lease.

16.2 Notice. All notices, requests, demands, approvals and other communications relating to this Lease shall be in writing and sent by certified mail return receipt requested, nationally recognized overnight courier, or by personal delivery, and shall conclusively be deemed to have been received on the date such notice is personally given, or, in the case of certified mail or overnight courier, on the date on which it is received or rejected:

Tenant: The Diocese of Buffalo, N.Y.
Attn: Richard Suchan
801 Main Street
Buffalo, New York 14203

Landlord: PLK Enterprises, LLC
4 Centre Drive
Orchard Park, NY 14127
ATTN: Peter Krog

16.3 Headings. Headings in this Lease are for convenience of reference only and in no way define, limit or describe the scope of this Lease and shall not be used to interpret or construe this Lease or any of its provisions.

16.4 Governing Law; Venue. This Lease shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. Any litigation or dispute resolution shall be brought in the state or federal courts located in Erie County, New York.

16.5 Entire Agreement / Amendments. This Lease comprises the entire agreement between the parties. This Lease may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, termination or waiver is sought, and then such modification, amendment, termination or waiver shall be effective only in the specific instance and for the specific purpose for which given.

16.6 Successors and Assigns. Subject to the terms and conditions hereof, the covenants, agreements, terms, provisions and conditions contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective distributees, legal representatives, successors and assigns.

16.7 Severability. If any term, covenant or condition of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the extent permitted by the law.

16.8 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument. Moreover, signatures transmitted by electronic means including but not limited to email or PDF shall be binding as if originals.

16.9 Law Compliance. Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County, and Municipal authorities applicable to the Property, including the Americans with Disabilities Act (as amended and/or supplemented from time to time, the "**ADA**"). Tenant shall not use or permit the use of the Property for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any tenants or occupants or operations of the Adjacent Property. Tenant shall obtain and maintain throughout the term any licenses or permits required by any governmental body for (a) the conduct of its business within the Property, (b) any Alteration(s) Tenant makes to the Property, and/or (c) any and all applicable zoning approval, special use permits and/or construction permits from the applicable government authorities as necessary for or required by Tenant's use. Tenant acknowledges that the Property is a place of "public accommodation". Tenant, at is sole cost and expense, shall make the same accessible, and shall make any modification or alterations, at Tenant's sole cost and expense, as required by the ADA or other accessibility laws. Provided, however, that if any such modifications or alterations are required, Tenant may terminate this Lease within thirty (30) days after receipt of such modification notice and, if properly exercised, Tenant shall not be obligated to make such modifications or alterations. Tenant, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any laws, ordinances, rules and regulations of the Federal, State, County, and Municipal authorities applicable to the Property, within ten (10) days after receipt of the same. If Tenant terminates the Lease under Section 16.9, the Lease shall expire with the same force and effect as if the term were, pursuant to the provisions of the Lease, fixed to expire at such time on the Termination Date. Except as identified herein, Tenant shall reimburse and compensate Landlord for all expenditures made by, or damages or fines sustained or incurred by, Landlord due to any violations of such laws, ordinances, rules or regulations by Tenant, its agents, contractors, subcontractors, employees, guests, invitees, customers, licensees and subtenants with respect to the Property.

16.10 Mechanic's Lien. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law, or otherwise, to attach to or be placed upon Landlord's title or interest in the Property or Adjacent Property, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. In the event that any mechanic's lien is filed against the Property or Adjacent Property as a result of Alterations, additions or improvements made by or on behalf of Tenant, Landlord, at its option, after ten (10) days' notice to Tenant, may terminate this Lease and/or may bond, discharge, defend or pay the said lien without inquiring into the validity thereof, and Tenant shall forthwith reimburse Landlord the reasonable expense incurred by Landlord in discharging or bonding, paying or defending against the said lien, as additional rent hereunder.

16.11 Hazardous Substances. Tenant shall not conduct any activities with respect to the Property which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation). Tenant shall bear all liability for any claim, injury, loss or damage to any person or the environment as a result of any such toxic, hazardous or similar substances and Tenant will save Landlord harmless and indemnify Landlord against any such loss, claim, injury or damage which arises from, or is directly related to, Tenant's use or activities during the Term.

16.12 Estoppel Certificates. Tenant shall, at any time and from time to time upon request of Landlord, within ten (10) days following notice of such request from Landlord, execute, acknowledge and deliver to Landlord (in recordable form, if so requested), a certificate (each, an "**Estoppel Certificate**") in such reasonable form as Landlord or any of its lenders, prospective purchasers, lienholders or assignees may deem appropriate. Failure by Tenant to deliver an Estoppel Certificate within such ten (10) day period shall be deemed to establish conclusively that (i) this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; (ii) all covenants, conditions and agreements on the part of Landlord hereunder have been performed; and that (iii) there are no defenses or offsets to the enforcement of this Lease by Landlord, or stating those claimed by Tenant, except as each of the foregoing may be represented by Landlord. Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any Estoppel Certificate so requested and not returned to Landlord within such ten (10) day period; provided, however, such appointment and subsequent execution and delivery by Landlord shall not be deemed to have cured any default by Tenant under this Section or the Lease.

16.13 Right of Entry. Landlord shall, at all reasonable times, have access to the Property for the purposes of examining the same, making repairs required to be made by Landlord, in furtherance of Landlord's management of the Property, or for the purpose of showing the Leased Premises to prospective purchasers or tenants.

16.14 Definition and Liability of Landlord. The term "Landlord" as used in this Lease means only the owner for the time being of the Property or the owner of a leasehold interest in the building and/or the land. Provided Landlord receives an assignment and assumption agreement from its successor, Landlord shall be and hereby is entirely freed and relieved of all of its obligations of Landlord hereunder. It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of Tenant's remedies.

16.15 No Representation. Tenant expressly acknowledges that neither Landlord nor Landlord's agents have made or are making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease.

16.16 Authority. Landlord and Tenant, respectively, hereby represent and warrant to the other party that the individuals executing this Lease on behalf of Landlord or Tenant, respectively, is duly authorized to so execute this Lease on behalf such party, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary company, corporate or partnership action. Landlord and Tenant agree to provide the other upon request reasonable evidence confirming the existence of such authority.

16.17 Waiver of Covenant or Condition. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same be and remain in full force and effect.

16.18 Waiver of Subrogation. The parties hereto shall procure an appropriate clause in, or endorsement for, any fire or extended coverage insurance covering the Property and personal property, fixtures and equipment located therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and, having obtained such clauses or endorsements or consent, waive any and all rights of recovery, claim, action or cause of action against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Property, or to any other property, whether real, personal or mixed, located in the Property, by reason of fire, the elements, or any other cause insured against, under the terms of policies of insurance maintained, for the Property or such other property, by Landlord or Tenant (as the case may be) under the terms of this Lease, regardless of cause or origin, including negligence of the parties hereto, their respective agents and employees, provided, the waiver contained herein shall be limited by, and coextensive with, the terms and provisions of the waiver of subrogation clause or endorsement or clauses or endorsements consenting to a waiver of right of recovery.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the Effective Date.

LANDLORD: PLK Enterprises, LLC

By: Peter Krog
Name: Peter Krog
Title: manager and member

TENANT: The Diocese of Buffalo, N.Y.

By: + Michael W Fisher
Michael W. Fisher, Bishop

Notice Recipients

District/Off: 0209−1	User: admin	Date Created: 5/29/2026
Case: 1−20−10322−CLB	Form ID: pdforder	Total: 7

Recipients of Notice of Electronic Filing:

ust	Joseph W. Allen	USTPRegion02.bu.ecf@usdoj.gov
aty	Charles J. Sullivan	csullivan@bsk.com
aty	Ilan D Scharf	ischarf@pszjlaw.com
aty	Kyle C. DiDone	didone@rupppfalzgraf.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	The Diocese of Buffalo, N.Y.	795 Main Street	Buffalo, NY 14203	
pr	Charles Mendolera	c/o The Diocese of Buffalo, N.Y.	795 Main Street	Buffalo, NY 14203

TOTAL: 2

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In Re: The Diocese of Buffalo, N.Y. Debtor(s)	Case No.: 1−20−10322−CLB Chapter: 11 Tax ID: 16−0743984

NOTICE OF ENTRY

PLEASE TAKE NOTICE of the entry of the Order referenced below, duly entered in the within action in the Clerk's Office of the United States Bankruptcy Court, Western District of New York on **May 29, 2026**. The Clerk of Court of the United States Bankruptcy Court, Western District of New York, hereby certifies that a copy of the subject Order was sent to all parties in interest herein as required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Docket #4844:	Order Pursuant To Sections 105 And 363 Of The Bankruptcy Code (A) Approving The Sale And Partial Leaseback Of Certain Real Property Located At 785, 814, 815, 819 And 821 Main Street, Buffalo, New York; (B) Authorizing And Approving The Form Of Purchase Agreement And Accompanying Lease; (C) Approving The Sale Free And Clear Of Liens, Claims, Encumbrances And Other Interests; (D) Authorizing The Diocese To Consummate The Transactions Related Thereto; and (E) Granting Related Relief(RE: related doc(s) 4581 Motion for Sale of Property). Signed on 5/29/2026. NOTICE OF ENTRY. (MGB)

Date: May 29, 2026

Lisa Bertino Beaser
Clerk of Court

Form ntcentry/Doc 4844
www.nywb.uscourts.gov

Notice Recipients

District/Off: 0209−1	User: admin	Date Created: 5/29/2026
Case: 1−20−10322−CLB	Form ID: ntcentry	Total: 7

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aty	Ilan D Scharf	ischarf@pszjlaw.com
aty	Kyle C. DiDone	didone@rupppfalzgraf.com
aty	Stephen A. Donato	sdonato@bsk.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	The Diocese of Buffalo, N.Y.	795 Main Street	Buffalo, NY 14203	
pr	Charles Mendolera	c/o The Diocese of Buffalo, N.Y.	795 Main Street	Buffalo, NY 14203

TOTAL: 2