## AGREEMENT OF CHARITABLE PLEDGE

This agreement dated as of January 1, 2019, between the Herbert W. Armstrong Remembrancers and Keepers of God Foundation Inc, (herein – the "**Donor**") whose address for the purpose of this agreement is P.O. Box 268. Ayala Alabang Village Post Office, 1799 Muntinlupa, Philippines, (Company Reg No. CN201515678, Company TIN 009-102-706) and Dr. Eilat Mazar, (herein – the "**Recipient**") having an office at The Institute of Archaeology of the Hebrew University of Jerusalem, Mount Scopus, Jerusalem 9190501, Israel, agrees that:

**WHEREAS:** The Donor wishes to pledge to Dr. Eilat Mazar (through the IES) the sum of USD 150,000 (herein – the "**Donation**") for the publication of a book (hardcopy format), written in the English language, in honor and memory of Mr. Herbert W. Armstrong. The book will present the results of Prof. Benjamin Mazar's Archaeological Excavations of Robinson's Arch Structure ("The Great Arch of the Temple Mount") (herein – the "**Publication**"); and

**WHEREAS:** The excavated site (Robinson's Arch Structure) is at the foot of the western wall of the Temple Mount compound, in Jerusalem. All documented material of the Great Arch Structure's excavations, including hundreds of photos and drawings, are located at Dr. Eilat Mazar's research facilities at the Hebrew University of Jerusalem; and

**WHEREAS:** Dr. Eilat Mazar accepts the Donation for the publication of the book described above as a significant part of the joint vision of Mr. Herbert W. Armstrong and Prof. Benjamin Mazar to present the glory of Ancient Jerusalem, as discovered at the foot of the Temple Mount.

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. The preamble above is part of this agreement.
- 2. The Donor hereby pledges to Dr. Eilat Mazar the sum of the Donation for the Publication of the book according to all conditions as detailed in this agreement, and the Donor agrees to pay the full amount of the Donation, according to the payment schedule described in No. 10.
- 3. The Publication of the book will be fully executed solely under the directorship of Dr. Eilat Mazar's, who owns full publication rights for this Publication, and is responsible for all the book's contents, archaeological accuracy and the wealth of included material.
- The book will be in a friendly and popular format, and will include dozens of highquality photographs taken during the excavations, drawings, and artistic reconstructions.
- 5. The cost of the Publication of the book will be funded by the Donation. This sum will include all costs relating to the Publication of the book.
- 6. It is hereby clarified that the cost of the Publication of the book will not exceed the amount of the Donation.

7. Dr. Eilat Mazar commits to present a photo of Herbert W. Armstrong at the excavation site together with Prof. Benjamin Mazar at the beginning of the Publication, accompanied by a dedication in Mr. Armstrong's memory, as follows:

"Mr. Herbert W. Armstrong loves and admires Jerusalem ...for him Jerusalem is the symbol of the great past and the hope of a better future" – that was how Prof. Benjamin Mazar described his very special friend at a 1974 banquet honoring Mr. Armstrong as an international ambassador for world peace without portfolio.

Mr. Armstrong shared that same love and admiration with Prof. Mazar, and his unwavering support to the Temple Mount Excavations was granted in light of his firm faith in the prophecy of Isaiah (Isaiah 2:2–3):

The mountain of the Lord's temple will be established as the highest of the mountains; it will be exalted above the hills, and all nations will stream to it.

Many peoples will come and say, 'Come, let us go up to the mountain of the Lord, to the temple of the God of Jacob. He will teach us his ways, so that we may walk in his paths.'

For the Torah will go out from Zion, and the word of the Lord from Jerusalem.

Together, Mr. Armstrong and Prof. Mazar sought to reveal the greatness and the monumental splendor of ancient Jerusalem.

Hence, this publication project of Prof. Benjamin Mazar's excavation results revealing the magnificent 2000-year-old Great Arch Structure of the Temple Mount is wholeheartedly dedicated to the memory of the iron-bridge friendship between Mr. Herbert W. Armstrong and Prof. Benjamin Mazar, a joint legacy that continues to this day.

8. The Donor shall be recognized on a prominent location within the first pages of the Publication, as follows:

# This publication was made possible through the generous donation of the Herbert W. Armstrong Remembrancers and Keepers of God Foundation.

- 9. Dr. Eilat Mazar shall be responsible for the execution of the Publication of the book, according to the following Timetable, with a grace period of not more than 3 months for each stage and not more than 9 months for the entire project.
- 10. The publication of the book and the Donation installments shall follow the Timetable described below, to be executed in three stages (A, B, C):
  - A. The first donation installment of USD 50K, from the part of the Donor, will be

transferred on January 16, 2019, to Dr. Eilat Mazar through the IES, marking the beginning of the Publication of the Book project.

- Following this transfer, all the material to be included in the publication will be chosen and processed into a database, followed by initial research.
- B. Following a report by Dr. Eilat Mazar to the donor on the favorable progression of the project, the second donation installment of USD 50K, from the part of the Donor, will be transferred on June 16, 2019, to Dr. Eilat Mazar through the IES, to conduct in-depth research of the material and for the actual writing of the Publication.
- C. Following a report by Dr. Eilat Mazar to the donor on the favorable progression of the project, the third donation installment of USD 50K, from the part of the Donor, will be transferred on October 16, 2019, to Dr. Eilat Mazar through the IES, to cover the editing, layout and printing expenses.
- 11. Upon completion of the Publication, the Donor shall receive 50 hardcopies of the Publication to the following address:

Name: Nicanor V. Antonio

Address: L9 B22 Gladiola Street T.S. Cruz Subdivision, Almanza Dos, Las

Pinas City, NCR 1751 Philippines

Mobile: +639176755589 Landline: +6328079275

### 12. Liability for Damages:

The Donor will be held free from harm for any liability or obligation whatsoever that may arise in connection with any activities referred to in this agreement other than the obligation to make timely payments according to the Timetable.

### 13. Miscellaneous

This Agreement shall be governed by the laws of the State of Israel, and the competent courts of Jerusalem shall have exclusive jurisdiction over any dispute arising hereunder.

- 14. This Agreement, including the preamble, constitutes the entire agreement and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may not be amended, modified, altered or supplement other than by means of a written instrument duly executed by the Parties hereto.
- 15. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing in English by email, addressed to/from President Nicanor Antonio and Dr. Eilat Mazar, a means of communication which has already served to correspond between the two.

Date:		
Dr. Eilat Mazar _ Date:		