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## DONATION

The "*Fondazione Claudia Lombardi per il teatro*", Carabietta (Collina d'Oro) is a foundation subject to supervision by the Federal Department of Home Affairs and registered in the companies' commercial register of the Canton of Ticino with no. CHE-420.497.999 (the "**Foundation**").

The Foundation is non-profit making and aims, among other things, to support the artistic growth of young talents and to promote the art of theatre and of acting, mainly in the Italian-speaking part of Switzerland and Lombardy.

The Foundation currently occupies and carries out its activities in a building in the Municipality of Lugano-Barbengo (the "**Building**"), which needs major renovation and modernization works so that the Foundation can better fulfill its purpose (the "**Works**"). The Works can be estimated at around CHF 8 million.

In view of the important costs related to the Works, the Foundation is looking for funds from private and/or institutional donors for an amount equal to at least 20% of the costs of the Works. The remaining amount will be financed differently, partly by bank financing.

The Foundation is recognised as a charitable institution and enjoys tax exemption (the "**Tax Exemption**"), with the result that donations by a natural or legal person with domicile or registered office in Switzerland can be deducted from its profit/income for the amount donated to the Foundation, for tax purposes.

In light of the above,

**The undersigned** (*please enter full name or company name, including home address and any other contact details*)

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**(the "Donor") irrevocably promises by signing at the bottom of this letter to donate to the Foundation the amount of CHF** (*please indicate the amount in numbers and letters*)

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**to be invested in the Works, according to the terms and conditions described below.**

**1. Conditions**

This (promise of) donation is subject to the fulfilment of the following cumulative conditions (the "**Conditions**") by 31 December 2022 at the latest (the "**Deadline**"):

- a) that the Foundation becomes the owner of the land nr. 607 RFD Lugano-Barbengo on which the Building stands;
- b) that the Foundation has a legally binding building permit for the Building that allows it to start the Works;
- c) that the Foundation has received donations and/or promises of donations from third parties for an amount equal to at least 20% of the total cost and that it has the remaining amount budgeted for carrying out the Works (either itself or through financing);
- d) that the Foundation is still benefiting from the Tax Exemption.

The Foundation undertakes to notify the Donor within 10 working days of the occurrence of the last cumulative condition as per letters a, b and c, and to confirm that the condition as per letter d is still fulfilled at that time.

If at the expiry of the Deadline the cumulative conditions are not met, the donation promises will be cancelled and the amounts already donated will be returned, all as better specified in point 2 below.

## **2. Arrangement/ fulfillment of the donation**

**I, the undersigned, declare** *(please choose what suits you)*

- to be a foundation subject to supervision by the Swiss authorities or another Swiss charity organization
- to be a natural or legal person not covered by the above description

### **2.1 If I am a foundation subject to supervision by the Swiss authorities or another Swiss charity organization**

I, the undersigned, irrevocably undertake to pay the amount indicated above directly to the Foundation's account **within 30 working days of the Foundation's notification of the fulfilment of the conditions (suspensive) listed above.**

Upon receipt of the donation, the Donor will receive a letter of thanks and confirmation of payment and will be kept regularly informed of the progress of the Works.

The aforesaid writing must be kept for the tax declaration, respectively for the tax deduction of the donation.

### **2.2 If I am a natural or legal person not falling under category 2.1**

I, the undersigned, irrevocably undertake to pay the amount indicated above **within 30 working days of signing this promise of donation** to the third party account of BMA Brunoni Mottis & Associati Studio legale SA, Via Carlo Frasca 5, 6900 Lugano at EFG Bank, Lugano (Account no.: 7236021008; IBAN: CH6708667007236021008; BIC: EFGBCHZZ) (the "**Escrow Account**").

Upon receipt of the donation, the Donor will receive a letter of thanks and confirmation of payment. The aforesaid writing must be kept for the tax declaration, respectively for the tax deduction of the donation.

Persons falling under category 2.1 may also make deposits to the Escrow Account as provided for persons falling under this category 2.2. In that case, the same refund conditions shall apply to them.

### **2.3 Conditions for the release of the amounts donated to the Foundation**

The Foundation warrants that based on a separate agreement with the Escrow Account Holder it is the sole beneficiary of the funds deposited on it in relation to this donation, but that it will only have access to the amounts deposited thereon when the (resolving) conditions listed above are met by the Closing Date.

The Foundation undertakes to inform the Donor at the address indicated above of the fulfilment of Condition a-c, and to confirm that Condition d is still fulfilled, and therefore of access to the donated funds, all as indicated in point 1 above.

Once the Deadline has expired without the Conditions having been fulfilled, the Escrow Account Holder is hereby irrevocably obligated to return the amount previously paid to the Donor without interest or reimbursement of any expenses whatsoever.

If the Foundation becomes aware that the Conditions will not be fulfilled by the Deadline, the Foundation is authorised but not obliged to instruct the Escrow Account Holder to return the amounts paid before the expiry of the Deadline. Interest and/or reimbursement of expenses of any kind are excluded.

### **3. Publication of data**

In the interests of greater transparency, the Foundation intends to publish on its website, updating them as necessary, the amounts received/promised for the performance of the Works.

If desired by the Donor, his name (first and last name or company name) will also appear on our website, but not the amount donated by the single Donor. Therefore, please choose what suits you (in the absence of choice, the name of the Donor **will not be** published).

- I do not** want my name to appear on the Foundation's website as a donor*
- I would like my name to appear on the Foundation's website as a donor*

### **4. Final provisions**

The Donor is entitled to request a summary description of the Works from the Foundation, and will be kept regularly informed of the progress of the Works. The non-conformity between the Works as contemplated and the Works actually performed does not, however, confer any right of revocation and/or reduction and/or refund of the donated/promised amount. Any other claims of the Donor are also excluded.

The Foundation agrees to commence the Works in accordance with the building license within 2 months after the fulfilment of Condition a-c and confirmation of the existence of Condition d and cumulative access to the funds deposited in the Escrow Account by virtue of donations made in accordance with this or similar promises. The reasonable exceeding of the aforesaid deadline in good faith will have no effect on the donations received, which remain valid and effective to all intents and purposes.

The liability of the Foundation for any damages that may arise to the Donor for acts or omissions related to the present is limited to cases of willful misconduct and gross negligence on the part of the Foundation, and in any case only up to the amount paid to the Foundation by the Donor in question. Any correspondence to the Foundation should be sent by A-plus mail to the address below.

This (promise of) donation shall be governed by and construed in accordance with the rules of Swiss law, excluding the conflict rules. For any and all disputes that may arise in connection with the present, the Court of Lugano, section 1, shall have exclusive jurisdiction.

Any doubts or disputes relating to the interpretation of this text shall be resolved with regard to the Italian version only.

In faith

Place and date:

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The Donor

[We kindly ask you to initial all pages and to sign the last one, with your name or company name in block letters, to indicate place and date and to send the original to:

*Fondazione Claudia Lombardi per il teatro  
a.c.a. Mrs Claudia Lombardi  
Via Càsoro 2  
CH-6918 Lugano-Figino*