

DONATION COMMITMENT

TO: Basilica Heritage Foundation, Inc. (the "Foundation")

AND TO: Stewart McKelvey, as Escrow Agent under an Escrow Agreement (the "Escrow Agreement") dated as of the ____ day of May, 2022 between Basilica Heritage Foundation, Inc., Stewart McKelvey, and subsequent parties by accession

RE: **Donation for the purchase of the Basilica Complex – Parcel 1A**

WHEREAS:

- A. The Roman Catholic Episcopal Corporation of St. John's, through its designated trustee, Ernst & Young Inc. (the "Trustee"), is selling a number of properties via tender dated March 4, 2022 (the "Tender"), as amended from time to time, which includes, as defined in the Tender, the Basilica Complex;
- B. The Foundation is attempting to purchase Parcel 1A of the Basilica Complex, being the Basilica Cathedral and adjoining structures, as defined in the Tender (the "Basilica");
- C. St. Bonaventure's College Inc. ("St. Bon's") is attempting to purchase Parcels 1B and 1C of the Basilica Complex, as defined in the Tender (collectively, the "College");
- D. The Foundation's attempt to purchase the Basilica, and St. Bon's attempt to purchase the College, will be conducted via a joint bid (the "Joint Bid");
- E. The undersigned wishes to donate funds to the Foundation to be used for the purchase of the Basilica through the Joint Bid and/or for the subsequent maintenance, preservation, conservation, restoration, interpretation, and ongoing operation of the Basilica (the "Purpose"); and
- F. Funds raised by the Foundation for the Purpose will be collected and held in escrow by the Escrow Agent, and subsequently released to the Trustee and/or the Foundation, as provided for herein.

The undersigned hereby commits the sum of \$_____ (the "Donation") to the Foundation to be used for the Purpose, on the basis of the following:

1. With this Donation Commitment and Accession, I enclose a cheque for the following, payable to "Stewart McKelvey, In Trust":

_____ The entirety of my Donation, of which up to fifteen (15) percent may used as a portion of the deposit for the Joint Bid (the "Deposit") and which may be provided to the Trustee together with the Joint Bid, and the balance of which shall be dealt with in accordance with the terms of this Donation and Accession

OR

_____ Fifteen (15) percent of my Donation, which may be used as a portion of the Deposit and which may be provided to the Trustee together with the Joint Bid;

In the event that the Joint Bid is unsuccessful, and upon the return of the Deposit from the Trustee to the Escrow Agent, any portion of my Donation which has been delivered to the Escrow Agent shall be returned to me.

In such a circumstance, the Escrow Agent may return the funds to the following address:

Address: _____

Attention: _____
Phone: _____
Email: _____

Alternatively, the Escrow Agent may contact the undersigned for further instructions.

2. The undersigned acknowledges and agrees that the Donation is irrevocable, will be held in escrow by Stewart McKelvey for the benefit of the Foundation and shall only be returned to the undersigned if the Joint Bid is unsuccessful.
3. In the event that the Joint Bid is successful, I hereby covenant and agree to deliver to the Escrow Agent any portion of my Donation which I have not yet delivered to the Escrow Agent.
4. The undersigned hereby authorizes and irrevocably directs the Escrow Agent to pay all or any portion of my Donation directly to the Trustee and/or to the Foundation, as may be required to bid on and/or purchase the Basilica as contemplated by the Joint Bid, and/or for the maintenance, preservation, conservation, restoration, interpretation, and ongoing operation of the Basilica, should the Foundation acquire the Basilica.
5. The undersigned acknowledges having received and read a copy of the Escrow Agreement. The undersigned has received the opportunity to obtain independent legal advice in respect of the Donation and the Escrow Agreement.
6. The undersigned agrees that it shall be bound by the terms and conditions of the Escrow Agreement and the conditions shall enure to the benefit of and be binding upon its heirs, executors, administrators, legal and personal representatives, successors and permitted assigns. The undersigned agrees further that the Escrow Agent shall hold the Donation pursuant to the terms and conditions of the Escrow Agreement.

7. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

DATED this _____ day of May, 2022.

SIGNED:

If the Donor is a Corporation:

[INSERT NAME OF CORPORATION]

Per: _____

Name:

Title:

If the Donor(s) is/are individual(s):

Name:

Name: