

THE A. DEAN AND MILDRED HUMMEL
RICHMOND MEMORIAL FUND AGREEMENT

This AGREEMENT is made and entered into this 20th day of January, 2004,
between Jack C. Richmond and Marjorie Laird Richmond of Champaign, Illinois
(hereinafter called the "Donors") and the Champaign County (hereinafter called the
"Donee").

A. Acknowledgment and Name of Gift. The Donee, in acknowledgment of the fact that the Donors have included in their estate plans provisions intended to provide a total contribution to the Donee of Four Hundred Thousand Dollars (\$400,000) for the purposes described herein, agrees to hold, administer, and distribute the property received as a result of said gifts as provided herein. The gifts shall be designated on the books and records of the Donee as the "A. Dean and Mildred Hummel Richmond Memorial Fund" (hereinafter called the "Fund"). The Donors or any other person may at any time make additional contributions to the Fund by gift, Will, or otherwise.

B. Investment. The Donee may sell or exchange any of said assets and reinvest the proceeds in any manner it may deem fit.

C. Use of Fund. The Fund, as to both income and principal (hereinafter called "Fund Assets"), shall be distributed upon the following terms and conditions:

1. The Fund Assets shall be used in support of the Clock and Bell Tower Restoration Project (hereinafter called the "Project"), as further described in the brochure attached hereto and labeled as "Attachment A," in such manner as the appropriate Champaign County officials may determine. The Fund Assets may, for example, be used to defray remaining expenses associated with the Project or to repay funds advanced, from whatever sources, in support of the Project. Attachment

A is for identification purposes only, and the final scope and description of the project may vary from the description provided in Attachment A.

2. In recognition of, and consideration for, the Donors' generous support at a level of Four Hundred Thousand Dollars (\$400,000), the Donee agrees to undertake the following:

The Clock and Bell Tower shall be permanently dedicated and named the "Richmond Tower", or some other designation to be agreed by the parties.

There shall be permanently etched in the stone/masonry of the Clock and Bell Tower wording indicating that it is the "Richmond Clock and Bell Tower" or such other wording as may be agreed to by the parties. Said marking shall be reasonably visible from the ground.

There shall be permanently displayed in the interior of the Clock and Bell Tower visible signage in the form of an appropriate bronze plaque with likenesses of A. Dean and Mildred Hummel Richmond indicating that it is named the "A. Dean and Mildred Hummel Richmond Clock and Bell Tower Made Possible By The Generosity Of Their Son, Jack Commodore Richmond, And His Wife, Marjorie Laird Richmond" or such other wording as may be agreed to by the Donors.

The Donors shall have final approval as to the design and wording as it pertains to the aforescribed etching and signage, though said approval shall not be unreasonably denied. As soon as practicable following the signing of this Agreement, the design and wording shall be finalized with concept illustrations agreed to by the parties attached to this Agreement and labeled as "Attachment B." Attachment B shall then be made a part of this Agreement. The aforesaid recognition shall be provided on such timetable as

agreed to by the Donors and Donee, but in any event not later than the receipt of Four Hundred Thousand Dollars (\$400,000) of funding from the Donors. In the event that the Donors' support fails to reach a level of Four Hundred Thousand Dollars (\$400,000), then the aforescribed recognition may be modified to appropriately reflect the level of funding actually received, it being understood that in all cases appropriate recognition shall be provided.

3. If, for any reason, the Project has not been undertaken by the end of 2006 or at the time of the death of the surviving Donor (if this occurs before the end of 2006), or at such earlier date the Donee makes a formal determination the Project is not to be undertaken, then the Donors' intention to provide the support described herein is null and void and any contributions to the Fund, made or intended, shall become a part of the Donors' or Surviving Donor's trust estate(s) for alternate disposition in accordance with the appropriate governing documents. For purposes of this Agreement, the Project will be deemed undertaken once the Donee accepts a base bid for the Champaign County Masonry Restoration and Stabilization Project which includes provisions for the Project.

D. Representatives and Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns.

E. Nothing in this Agreement shall be construed as creating a trust for the benefit of either of the Donors, or otherwise obligating the Donee to hold the proceeds of the gift for the benefit of the Donors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year hereinabove written.

CHAMPAIGN COUNTY

Date:

By: Barbara L. Wysocki
Chair, Champaign County Board

1-20-05

Donor:

Date:

Jack Richmond
Jack C. Richmond

12-17-04

Donor:

Date:

Marjorie Laird Richmond
Marjorie Laird Richmond

12-19-04

THE A. DEAN AND MILDRED HUMMEL
RICHMOND MEMORIAL FUND AGREEMENT

This AGREEMENT is made and entered into this 18th day of May, 2006, between Jack C. Richmond and Marjorie Laird Richmond of Champaign, Illinois (hereinafter called the "Donors") and the Champaign County (hereinafter called the "Donee").

A. Acknowledgment and Name of Gift. The Donee, in acknowledgment of the fact that the Donors have included in their estate plans provisions intended to provide a total contribution to the Donee of Four Hundred Thousand Dollars (\$400,000) for the purposes described herein, agrees to hold administer, and distribute the property received as a result of said gifts as provided herein. The gifts shall be designated on the books and records of the Donee as the "A. Dean and Mildred Hummel Richmond Memorial Fund" (hereinafter called the "Fund"). The Donors or any other person may at any time make additional contributions to the Fund by gift, Will or otherwise.

B. Investment. The Donee may sell or exchange any of said assets and reinvest the proceeds in any manner it may deem fit.

C. Use of Fund. The Fund, as to both income and principal (hereinafter called "Fund Assets"), shall be distributed upon the following terms and conditions:

1. The Fund Assets shall be used in support of the Clock and Bell Tower Restoration Project (hereinafter called "Project"), as further described in the brochure attached hereto and labeled as "Attachment A," in such manner as the appropriate Champaign County officials may determine. The Fund Assets may, for example, be used to defray remaining expenses associated with the Project or to repay funds advanced, from whatever sources, in support of the Project. Attachment A is for identification

purposes only, and final scope and description of the project may vary from the description provided in Attachment A.

2. In recognition of, and consideration for the Donors' generous support at a level of Four Hundred Thousand Dollars (\$400,000), the Donee agrees to undertake the following:

The Clock and Bell Tower shall be permanently dedicated and named the "Richmond Tower", or some other designation to be agreed by the parties.

There shall be permanently etched in the stone/masonry of the Clock and Bell Tower wording indicating that it is the "Richmond Clock and Bell Tower" or such other wording as may be agreed to by the parties. Said marking shall be reasonably visible from the ground.

There shall be permanently displayed in the interior of the Clock and Bell Tower visible signage in the form of an appropriate bronze plaque with likenesses of A. Dean and Mildred Hummel Richmond indicating that it is named the "A. Dean and Mildred Hummel Richmond Clock and Bell Tower Made Possible By The Generosity Of Their Son, Jack Commodore Richmond, And His Wife, Marjorie Laird Richmond" or such other working as may be agreed to by the Donors.

The Donors shall have final approval as to the design and wording as it pertains to the aforescribed etching and signage, though said approval shall not be unreasonably denied. As soon as practicable following the signing of this Agreement, the design and wording shall be finalized with concept illustrations agreed to by the parties attached to the Agreement and labeled as "Attachment B." Attachment B shall then be made a part of this Agreement. The aforesaid recognition shall be provided on such timetable as

agreed to by the Donors and Donee, but in any event not later than the receipt of Four Hundred Thousand Dollars (\$400,000) of funding from the Donors. In the event that the Donors' support fails to reach a level of Four Hundred Thousand Dollars (\$400,000), then the aforescribed recognition may be modified to appropriately reflect the level of funding actually received, it being understood that in all cases appropriate recognition shall be provided.

3. If, for any reason, the Project has not been undertaken within six months after the death of the surviving Donor, or at such earlier date the Donee makes a formal determination the Project is not to be undertaken, the Donors' intention to provide the support described herein is null and void and any contributions to the Fund, made or intended, shall become a part of the Donors' or Surviving Donor's trust estate(s) for alternate disposition in accordance with the appropriate governing documents. For purposes of this Agreement, the Project will be deemed undertaken once the Donee accepts a base bid for the Champaign County Masonry Restoration and Stabilization Project which includes provisions for the Project.

D. Representatives and Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns.

E. Nothing in this Agreement shall be construed as creating a trust for the benefit of either of the Donors, or otherwise obligating the Donee to hold the proceeds of the gift for the benefit of the Donors.

F. This Agreement supersedes the Agreement between Donor and Donee dated January 20, 2005, which shall have no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
the day and year hereinabove written.

CHAMPAIGN COUNTY

Date:

By:

Barbara Wysocki
Chair, Champaign County Board

5/18/06

Attest:

Mark Sheldon

Donor:

Date:

Jack C. Richmond
Jack C. Richmond

5-23-06

Donor:

Date:

Marjorie Laird Richmond
Marjorie Laird Richmond

5-23-06