

**ADDENDUM TO
PLEDGE/DONATION AGREEMENT
BETWEEN
CITY OF MESA AND DONOR
FOR BEQUEST TO CITY**

This ADDENDUM (“Addendum”) modifies the Pledge/Donation Agreement dated March 12, 2024 (the “Original Agreement”), entered into between Ruth Tan Lim, an individual residing at [REDACTED] (“Donor”), and the City of Mesa, an Arizona municipal corporation, on behalf of the i.d.e.a. Museum at 150 W. Pepper Place, Mesa, Arizona 85201 (“City”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify, replace, or delete sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified, replaced, or deleted by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to as the “Agreement.”

RECITALS

- A. The City adopted a Municipal Sponsorship and Marketing Alliance Program Policy (“Policy”) for conducting fundraising activities in support of existing and new City facilities, projects, programs, and services.
- B. During a recent campaign drive, Donor offered a multi-year monetary pledge consisting of twenty-five thousand dollars (\$25,000.00) a year for five (5) years and a deferred gift of one hundred twenty-five thousand dollars (\$125,000.00) in the form of a bequest to support the City, its facilities, projects, programs, and services. A bequest can be made in a person’s will or revocable (living) trust to provide long-term funding for the City.
- C. Bequests provide important funding for public programming and events and, when combined with cash or other forms of donation, may be accepted in exchange for Naming Rights to an existing structure or space.
- D. Donor has offered to provide the multi-year monetary pledge and bequest in exchange for Naming Rights to the atrium in the i.d.e.a. Museum, as described in this Addendum.
- E. The City Council of the City of Mesa finds that the pledge and bequest will provide significant benefits to the City and desires to accept the pledge and bequest and recognize the Donor for her generous support.
- F. In recognition of the foregoing, the City and Donor hereby enter into this Addendum to amend the Original Agreement to allow for the acceptance of the bequest upon the terms and conditions of this Addendum.

AGREEMENT

1. Bequest. The Donor’s offer of a multi-year monetary pledge and bequest to the i.d.e.a. Museum Foundation, as described in Exhibit A, is hereby accepted by the City. Donor expressly acknowledges and agrees that it is her responsibility to create any trust or estate documents in furtherance of the conveyance. A bequest may be created using language in will or trust documents in a form that conveys an intent to transfer funds to the i.d.e.a. Museum Foundation, for example:

I give, devise, and bequeath to the i.d.e.a. Museum Foundation, an Arizona non-profit corporation, the sum of \$125,000.00 from my estate, for unrestricted use by the Foundation to support the City of Mesa’s facilities, projects, programs, and services at the i.d.e.a. Museum.

IMPORTANT DISCLAIMER: The City does not provide legal advice to donors or any third parties, nor review and approve any forms of wills or trust documents, as part of its fundraising drives. Any language provided in this Addendum or in discussions with staff or nonprofit partners is an example of how a bequest may be made to support City or Foundation services. Donor should review any bequest language established in their will and/or trust documents with legal counsel of their choosing. A financial or tax advisor should also be consulted to assess any tax treatment or savings.

2. Recognition. In grateful recognition of donor’s generosity, Mesa will name:

The atrium in the i.d.e.a. Museum located at 150 W. Pepper Place, Mesa, Arizona 85201

(description of existing building/room/geographic area)

Mr. Andrew C.G. & Dr. Ruth Tan LIM ATRIUM

(proposed name of building/room/geographic area)

and will provide signage as generally described and depicted in Exhibit B.

3. Naming Rights. Any bequest provided in exchange for naming rights of a program, staff position, facility, space, or land shall be subject to receipt of the bequest funds. The City reserves the right to remove any name granted in consideration of a pledge that is not substantially fulfilled and for which no schedule of payment can be arranged.

4. Revision to Standard Terms. Section 6 of the Standard Terms and Conditions of the Original Agreement Donor executed prohibits bequests as an accepted form of payment. This addendum strikes that language from the Terms and Conditions and expressly authorizes the bequest in accordance with the terms of this Addendum.

5. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.

6. Governing Law. This Agreement and all amendments, modifications, alterations, or supplements shall be governed by and construed in accordance with the laws of the State of Arizona.

7. Approval. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each shall be deemed original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first set forth below.

“City”

CITY OF MESA,
an Arizona municipal corporation

City Manager

DATE

ATTEST:

City Clerk

APPROVED AS TO CONTENT:

Richard M. Parison, Jr., Director of Arts and Culture

APPROVED AS TO FORM:

s/Kirstin Dvorchak
Kirstin Dvorchak, Assistant City Attorney:

“Donor”

By: _____
Name: _____
Title: _____

DATE

Exhibit A

DESCRIPTION OF PLEDGE & BEQUEST

Donor shall pay the i.d.e.a. Museum Foundation:

I. \$125,000.00 over a five-year span according to the following schedule:

- Year One: \$25,000.00 paid on or before _____, 2024.
- Year Two: \$25,000.00 paid on or before _____, 2025.
- Year Three: \$25,000.00 paid on or before _____, 2026.
- Year Four: \$25,000.00 paid on or before _____, 2027.
- Year Five: \$25,000.00 paid on or before _____, 2028.

II. \$125,000.00 in the form of a bequest from Donor's estate.

For a Total Monetary Gift to the i.d.e.a. Museum Foundation of \$250,000.00.

Exhibit B

DESCRIPTION /DEPICTION OF SIGNAGE

The City will name the outdoor atrium at the i.d.e.a. Museum, which consists of approximately ___ square feet of outdoor space as generally depicted below, the Mr. Andrew C.G. & Dr. Ruth Tan LIM ATRIUM (the "Naming Right"). The City shall prepare signage for the atrium and provide Donor with an opportunity for review prior to installation.

