

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Contribution Agreement") is entered into as of January 1, 2014, by and between WASHINGTON AEROSPACE, a Washington nonprofit corporation, (hereinafter called the "Donor"), and the STATE OF WASHINGTON acting through the OFFICE OF FINANCIAL MANAGEMENT, (hereinafter called the "Donee").

RECITALS

WHEREAS, Donee is an office of the State of Washington and the contribution will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, Donee has agreed to permit the Director of the Governor's Office of Aerospace (the "GOA Director") to spend a portion of his regularly scheduled work hours engaged in governmental activities related to Donor's charitable purpose (the "WAP-Related Activities").

WHEREAS, the Donor wishes to contribute funds to Donee to offset a portion of the GOA Director's salary and benefits in proportion to the amount of his regularly scheduled work hours in which he is engaged in WAP-Related Activities, plus reasonable expenses incurred by the GOA Director while engaged in WAP-Related Activities ("WAP-Related Expenses").

WHEREAS, the Donee desires to be the recipient of and receive the benefit of Donor's charitable contributions.

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation. NOW, THEREFORE, in consideration of the above recitals, and upon the terms and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Pledge. The Donor pledges to the Donee an obligation to make certain charitable contributions to the Donee upon the terms and conditions described below.
2. Charitable Gifting. The Donor obligates itself and pledges to make charitable contributions to the State of Washington for each of Tax Years 2012, 2013 and 2014, in an amount equal to \$65,000.00 plus an amount equal to WAP-Related Expenses incurred by the GOA Director, not to exceed [\$5,000.00] in any Tax Year.
3. Calculation of Contribution Amount. The Donee shall cause the Governor's Office of Aerospace to calculate the amount of the Donor's charitable contributions for each of the aforesaid Tax Years based upon the amount of \$65,000 plus those expenses identified on an itemized list of WAP-Related Expenses, not to exceed [\$5,000] in any Tax Year, to be forwarded to the Donor for receipt by the Donor no later than January 5th of each respective Tax Year (commencing January 5, 2013).
4. Charitable Contribution Payment Date. The charitable contributions of the Donor as calculated in accordance with Paragraph 3 above shall be due and payable by the Donor to the Donee on or before January 31 of each respective subsequent Tax Year.

5. Duration of Donor's Obligation. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the obligation of the Donor to make the charitable contributions to Donee as provided herein shall remain in full force and effect through the end of Tax Year 2014, with the final contribution due on or before January 31, 2015.
6. Notices. Any official notice to be given by either party to this Agreement shall be in writing and shall be either delivered personally by fax or pdf, with written confirmation, or by UPS, Federal Express or other commercial overnight delivery service addressed as follows:

Donor:
Washington Aerospace Partnership
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035

Donee:
Office of Financial Management
302 Sid Snyder Ave. S.W., Third Floor
Olympia, WA 98504

7. Benefit and Binding Effect. The rights and obligations of the parties of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
8. Entire Agreement. This instrument contains the entire Agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
9. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WASHINGTON AEROSPACE

Bob Drewel 2/20
Bob Drewel, President date

OFFICE OF FINANCIAL MANAGEMENT

Bonnie Lindstrom 02/25/2014
Bonnie Lindstrom, Contracts Coordinator date

RECEIVED

FEB 25 2014

OFM DIRECTOR'S OFFICE