

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Contribution Agreement") is entered into as of April 1, 2016, by and between WASHINGTON AEROSPACE PARTNERSHIP, 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.

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 2016 and 2017, in an amount equal to \$50,000.
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 \$50,000. The amount due for 2016 is \$37,500.
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 a quarterly basis. Donee shall submit invoices at the beginning of each quarter beginning in April 2016.
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 2017.

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
1301 5th Avenue, Suite 1500
Seattle, WA 98101


Donee:

Office of Financial Management
302 Sid Snyder Ave. S.W., Suite 300
Olympia, WA 98504-3113

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

 4/21/14
Alex Pietsch, President date

OFFICE OF FINANCIAL MANAGEMENT

 04.26.14
Bonnie Lindstrom, Contracts Coordinator date

**THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AMENDMENT #1
TO
CONTRIBUTION AGREEMENT K1884**

Contribution Agreement #K1884, by and between the Office of Financial Management (OFM) and the Washington Aerospace Partnership (WAP) is hereby amended.

WHEREAS, the WAP has provided support to the Governor's Office of Aerospace; and

WHEREAS, the WAP is merging with Aerospace Futures Alliance of Washington (AFA) and the surviving corporation will be AFA; and

WHEREAS, the WAP is assigning to AFA all rights, title, interest, benefits, duties and obligations held by the WAP;

NOW THEREFORE, Contribution Agreement #K1884 is amended as follows:

1. All parties hereby agree that all references in the Contribution Agreement to "Donor" shall mean the Aerospace Futures Alliance of Washington;
2. Upon execution of this amendment, any official notice to be given by OFM to AFA shall be addressed as follows:

AFA
PO Box 26552
Federal Way, WA 98093

ALL OTHER TERMS AND CONDITIONS OF CONTRIBUTION AGREEMENT K1884 REMAIN IN FULL FORCE AND EFFECT.

**AEROSPACE FUTURES ALLIANCE
OF WASHINGTON**

Kelly Maloney (Kelly Maloney)
Name

President & CEO
Title

2/1/17
Date

OFFICE OF FINANCIAL MANAGEMENT

Bonnie Lindstrom
Bonnie Lindstrom

Contracts Coordinator

02.08.2017
Date