

EASTSIDE RAIL CORRIDOR DONATION AGREEMENT

This EASTSIDE RAIL CORRIDOR DONATION AGREEMENT ("Agreement"), is entered into on [insert execution date] by and between GROUP HEALTH COOPERATIVE ("GHC"), a Washington State non-profit corporation having its principal address at 320 Westlake Avenue North, Seattle, WA and SEATTLE FOUNDATION through its KING COUNTY PARKS FOUNDATION (collectively "Foundation") a tax-exempt community foundation having its principal address at 1601 Fifth Avenue, Ste 1900, Seattle, WA. GHC and Foundation are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Eastside Rail Corridor is a 42-mile rail to trail project under development in east King County, with its northern terminus located in Woodinville, WA and its southern terminus located in Renton, WA; and

WHEREAS, a component of the Eastside Rail Corridor Regional Trail Project ("ERC Trail") is the repurposing of the historic Northern Pacific Railway Wilburton Trestle ("Trestle") located in Bellevue, WA into an elevated trail, the total cost of which is \$13.2 million ("Total Trestle Cost"); and

WHEREAS, Foundation desires to obtain financial donations in support of the ERC Trail and will fund the ERC Trail through distribution of the donated funds to King County's Department of Natural Resources and Parks ("DNRP"); and

WHEREAS, GHC desires to provide a donation in connection with the Trestle component of the ERC Trail on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GHC's Responsibilities.

Subject to the terms and conditions of this Agreement, in consideration of the rights and benefits granted to GHC hereunder, GHC agrees to:

- A. make timely payments to Foundation of the funds set forth in Paragraph II below;
- B. coordinate and consult as Foundation may request on promotional efforts to be made in support of the ERC Trail;
- C. grant Foundation and its agents a license to use names, logos, trademarks, service marks, slogans, graphics and other intellectual property of GHC (in accordance with applicable GHC policy) in connection with the ERC Trail and the advertising, marketing and promotion of the ERC Trail.

II. GHC Donation.

In consideration for the rights and benefits granted to GHC hereunder, GHC agrees to donate to Foundation the amount of Five Hundred Thousand Dollars (\$500,000) (in aggregate, the "Donation"), payable as follows:

- A. The Donation for the year 2017 shall be equal to \$200,000 payable on execution of this Agreement;
- B. The Donation for the year 2018 shall be equal to \$200,000 payable on February 1, 2018;

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C. The Donation for the year 2019 shall be equal to \$100,000 payable on February 1, 2019.

All payments made hereunder shall be payable and delivered by wire transfer in U.S. dollars to an account specified by Foundation.

III. Foundation Responsibilities.

Subject to the terms and conditions of this Agreement, Foundation agrees as follows:

- A. The GHC Donation will be restricted to contribution toward the Total Trestle Cost;
- B. GHC Donation payments to Foundation will be held by Foundation in escrow and shall not be disbursed to DNRP until such time as Foundation and/or DNRP has secured contractual and/or legislative commitments from other donors for the entire Total Trestle Cost. In the event Foundation does not obtain such commitments by December 31, 2020__, this Agreement shall terminate and Foundation shall return the entirety of the GHC Donation to GHC.
- C. Foundation agrees to grant GHC a license to use the names, logos, trademarks, service marks, slogans, graphics and other intellectual property associated with the ERC Trail, including the official ERC Trail name and official ERC Trail logo and including any designations approved by Foundation such as "Official Sponsor of [ERC Trail] in connection with the ERC Trail and the advertising, marketing and promotion of the ERC Trail and/or GHC's products and services.
- D. Group Health will be recognized as a sponsor under mutually agreeable opportunities for activities, events, public relations and health related opportunities.

IV. Miscellaneous.

A. Governing Law & Jurisdiction. All matters affecting the interpretation or performance of this Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the state of Washington and the courts located in Seattle, Washington will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts exclusive of conflict of laws provisions.

B. Assignment. Neither Party shall assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or in any other manner, without the other Party's prior written consent. Any purported assignment or delegation by a Party without the other Party's prior written consent is void. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors of the Parties. Foundation acknowledges the anticipated 2017 change of ownership of GHC to Kaiser Foundation Health Plan of Washington.

C. Relationship of the Parties. The Parties shall be and act as independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent between the Parties hereto or any affiliates or subsidiaries thereof.

D. Notice. Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given (i) when hand-delivered, (ii) upon delivery when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (iii) when received when sent by facsimile or via email, provided that such facsimile or email is electronically confirmed to have been

received, or (iv) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed as follows:

Seattle Foundation: Attn: Elizabeth List
Philanthropic Advisor
1601 5th Avenue, Ste. 1900
Seattle, WA 98101

GHC: Group Health Cooperative
Attn: Strategic Sourcing
12501 East Marginal Way S
Tukwila, WA 98168

With a copy to:

Group Health Cooperative
Legal Department
Attn: General Counsel
320 Westlake Ave. N., Ste. 100
Seattle, WA 98109

King County Parks Foundation: Attn: Sujata Goel
201 S. Jackson Street, Suite 700
Seattle, WA 98104

E. Counterparts. This Agreement constitutes the entire expression of the Parties' agreement with regard to the subject matter hereof and shall supersede any prior communications between the Parties on such subject matter.

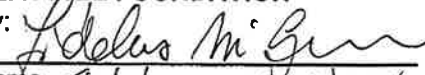
F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

GROUP HEALTH COOPERATIVE

By: 
Name: Scott Coleman
Title: Strategic Sourcing Manager

SEATTLE FOUNDATION

By: 
Name: Fidelma Mc Ginn
Title: Vice President, Seattle Foundation