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Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

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2013

Open to Public Inspection

For calendar year 2013 or tax year beginning

, 2013, and ending

, 20

Name of foundation ALTA FOUNDATION		A Employer identification number 91-2014274			
		B Telephone number (see instructions) (206) 285-7242			
Number and street (or P O box number if mail is not delivered to street address) C/O KING & OLIASON PLLC 514 SECOND AVENUE WEST		Room/suite			
City or town, state or province, country, and ZIP or foreign postal code SEATTLE, WA 98119-3928					
G Check all that apply.		Initial return Final return Address change			
		Initial return of a former public charity Amended return Name change			
H Check type of organization		<input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation			
I Fair market value of all assets at end of year (from Part II, col (c), line 16) ► \$ 919,259.		J Accounting method <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____			
(Part I, column (d) must be on cash basis)					
Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions))		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1 Contributions, gifts, grants, etc., received (attach schedule)				
	2 Check ► <input checked="" type="checkbox"/> if the foundation is not required to attach Sch B				
	3 Interest on savings and temporary cash investments				
	4 Dividends and interest from securities	20,088	20,088		ATCH 1
	5a Gross rents				
	b Net rental income or (loss)	29,826			
	6a Net gain or (loss) from sale of assets not on line 10				
	b Gross sales price for all assets on line 6a	883,788			
	7 Capital gain net income (from Part IV, line 2)		115,981		
	8 Net short-term capital gain				
	9 Income modifications				
	10a Gross sales less returns and allowances				
b Less Cost of goods sold					
c Gross profit or (loss) (attach schedule)					
11 Other income (attach schedule)	49,914	136,069			
12 Total. Add lines 1 through 11					
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc	0			
	14 Other employee salaries and wages				
	15 Pension plans, employee benefits				
	16a Legal fees (attach schedule) ATCH 2	16,592			16,592
	b Accounting fees (attach schedule) ATCH 3	3,444	1,722		1,722
	c Other professional fees (attach schedule)				
	17 Interest	162			
	18 Taxes (attach schedule) (see instructions) ATCH 4				
	19 Depreciation (attach schedule) and depletion				
	20 Occupancy				
	21 Travel, conferences, and meetings				
	22 Printing and publications	10			10
	23 Other expenses (attach schedule) ATCH 5				
	24 Total operating and administrative expenses.	20,208	1,722		18,324
Add lines 13 through 23	56,123			56,123	
25 Contributions, gifts, grants paid	76,331	1,722	0	74,447	
26 Total expenses and disbursements Add lines 24 and 25					
27 Subtract line 26 from line 12	-26,417				
a Excess of revenue over expenses and disbursements					
b Net investment income (if negative, enter -0-)		134,347			
c Adjusted net income (if negative, enter -0-)					

Part II	Balance Sheets	Attached schedules and amounts in the description column should be for end-of-year amounts only (See instructions)	Beginning of year	End of year	
			(a) Book Value	(b) Book Value	(c) Fair Market Value
	1 Cash - non-interest-bearing				
	2 Savings and temporary cash investments		1,146.	3,373.	3,373.
	3 Accounts receivable ►				
	Less allowance for doubtful accounts ►				
	4 Pledges receivable ►				
	Less allowance for doubtful accounts ►				
	5 Grants receivable				
	6 Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)				
	7 Other notes and loans receivable (attach schedule) ►				
	Less allowance for doubtful accounts ►				
	8 Inventories for sale or use				
	9 Prepaid expenses and deferred charges				
	10 a Investments - U S and state government obligations (attach schedule)				
	b Investments - corporate stock (attach schedule) ATCH 6		377,193.	684,799.	691,423.
	c Investments - corporate bonds (attach schedule)				
	11 Investments - land, buildings, and equipment basis ►				
	Less accumulated depreciation ► (attach schedule)				
	12 Investments - mortgage loans				
	13 Investments - other (attach schedule) ATCH 7		472,212.	126,872.	223,905.
	14 Land, buildings, and equipment basis ►				
	Less accumulated depreciation ► (attach schedule)				
	15 Other assets (describe ► ATCH 8)		226.	558.	558.
	16 Total assets (to be completed by all filers - see the instructions Also, see page 1, item I)		850,777.	815,602.	919,259.
	17 Accounts payable and accrued expenses				
	18 Grants payable				
	19 Deferred revenue				
	20 Loans from officers, directors, trustees, and other disqualified persons				
	21 Mortgages and other notes payable (attach schedule)				
	22 Other liabilities (describe ►)				
	23 Total liabilities (add lines 17 through 22)		0	0	
	Foundations that follow SFAS 117, check here ► <input type="checkbox"/> and complete lines 24 through 26 and lines 30 and 31.				
	24 Unrestricted				
	25 Temporarily restricted				
	26 Permanently restricted				
	Foundations that do not follow SFAS 117, ► <input checked="" type="checkbox"/> check here and complete lines 27 through 31.				
	27 Capital stock, trust principal, or current funds		850,777.	815,602.	
	28 Paid-in or capital surplus, or land, bldg , and equipment fund				
	29 Retained earnings, accumulated income, endowment, or other funds				
	30 Total net assets or fund balances (see instructions)		850,777.	815,602.	
	31 Total liabilities and net assets/fund balances (see instructions)		850,777.	815,602.	

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	850,777.
2 Enter amount from Part I, line 27a	2	-26,417.
3 Other increases not included in line 2 (itemize) ►	3	
4 Add lines 1, 2, and 3	4	824,360.
5 Decreases not included in line 2 (itemize) ► ATCH 9	5	8,758.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	815,602.

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Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse, or common stock, 200 shs MLC Co.)			(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a SEE PART IV SCHEDULE					
b					
c					
d					
e					
(e) Gross sales price		(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)	
a					
b					
c					
d					
e					
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69				(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))	
(i) F.M.V. as of 12/31/69		(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
a					
b					
c					
d					
e					
2 Capital gain net income or (net capital loss)		If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7		2	115,981.
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6)		If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8		3	0

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income)

If section 4940(d)(2) applies, leave this part blank

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?

 Yes No

If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part

1 Enter the appropriate amount in each column for each year, see the instructions before making any entries

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2012	35,734.	815,553.	0.043816
2011	14,193.	754,992.	0.018799
2010	10,777.	600,686.	0.017941
2009	12,075.	491,141.	0.024586
2008	30,058.	674,105.	0.044589

2 Total of line 1, column (d)	2	0.149731
3 Average distribution ratio for the 5-year base period - divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	3	0.029946
4 Enter the net value of noncharitable-use assets for 2013 from Part X, line 5	4	868,472.
5 Multiply line 4 by line 3	5	26,007.
6 Enter 1% of net investment income (1% of Part I, line 27b)	6	1,343.
7 Add lines 5 and 6	7	27,350.
8 Enter qualifying distributions from Part XII, line 4	8	74,447.

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here ► <input type="checkbox"/> and enter "N/A" on line 1 . . .	Date of ruling or determination letter _____ (attach copy of letter if necessary - see instructions)	1	1,343.
b	Domestic foundations that meet the section 4940(e) requirements in Part V, check here ► <input checked="" type="checkbox"/> and enter 1% of Part I, line 27b . . .			
c	All other domestic foundations enter 2% of line 27b Exempt foreign organizations enter 4% of Part I, line 12, col (b)			
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only Others enter -0-) . . .		2	
3	Add lines 1 and 2 . . .		3	1,343.
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only Others enter -0-) . . .		4	0
5	Tax based on investment income. Subtract line 4 from line 3 If zero or less, enter -0- . . .		5	1,343.
6	Credits/Payments			
a	2013 estimated tax payments and 2012 overpayment credited to 2013. . .	6a		1,056.
b	Exempt foreign organizations - tax withheld at source . . .	6b		
c	Tax paid with application for extension of time to file (Form 8868) . . .	6c		
d	Backup withholding erroneously withheld . . .	6d		
7	Total credits and payments Add lines 6a through 6d . . .		7	1,056.
8	Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached . . .		8	
9	Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed . . .		9	287.
10	Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid . . .		10	
11	Enter the amount of line 10 to be Credited to 2014 estimated tax ►		11	Refunded ►

Part VII-A Statements Regarding Activities

1a	During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign? . . .	Yes	No
1b	Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see Instructions for the definition)? . . .	X	
1c	<i>If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities</i>	X	
2	Did the foundation file Form 1120-POL for this year? . . .		
d	Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year		
(1)	On the foundation ► \$ _____	(2)	On foundation managers ► \$ _____
e	Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers ► \$ _____		
2	Has the foundation engaged in any activities that have not previously been reported to the IRS? . . .		
	<i>If "Yes," attach a detailed description of the activities</i>		
3	Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? <i>If "Yes," attach a conformed copy of the changes</i> . . .	ATCH 10	
4a	Did the foundation have unrelated business gross income of \$1,000 or more during the year? . . .		
b	If "Yes," has it filed a tax return on Form 990-T for this year? . . .		
5	Was there a liquidation, termination, dissolution, or substantial contraction during the year? . . .		
	<i>If "Yes," attach the statement required by General Instruction T</i>		
6	Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either		
	• By language in the governing instrument, or		
	• By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument? . . .		
7	Did the foundation have at least \$5,000 in assets at any time during the year? <i>If "Yes," complete Part II, col (c), and Part XV</i> . . .		
8a	Enter the states to which the foundation reports or with which it is registered (see instructions) ►		
	WA, _____		
b	If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by <i>General Instruction G</i> ? <i>If "No," attach explanation</i> . . .		
9	Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2013 or the taxable year beginning in 2013 (see instructions for Part XIV)? <i>If "Yes," complete Part XIV</i> . . .		
10	Did any persons become substantial contributors during the tax year? <i>If "Yes," attach a schedule listing their names and addresses</i> . . .		

Part VII-A Statements Regarding Activities (continued)

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions).	11		X
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application?	13	X	
Website address ► N/A				
14	The books are in care of ► KING & OLIASON PLLC Located at ► 514 SECOND AVENUE WEST SEATTLE, WA	Telephone no ► 206-285-7242	ZIP+4 ► 98119-3928	
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the year	15		
16	At any time during calendar year 2013, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country?	16	Yes	No X
See the instructions for exceptions and filing requirements for Form TD F 90-221. If "Yes," enter the name of the foreign country ►				

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.		Yes	No
1a	During the year did the foundation (either directly or indirectly):		
(1)	Engage in the sale or exchange, or leasing of property with a disqualified person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
(2)	Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
(3)	Furnish goods, services, or facilities to (or accept them from) a disqualified person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
(4)	Pay compensation to, or pay or reimburse the expenses of, a disqualified person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
(5)	Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
(6)	Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
b	If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see instructions)?	1b	N/A
Organizations relying on a current notice regarding disaster assistance check here ►			
c	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2013?	1c	X
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5))		
a	At the end of tax year 2013, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2013?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
If "Yes," list the years ►			
b	Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions)	2b	N/A
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here ►		
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X No
b	If "Yes," did it have excess business holdings in 2013 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969, (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest, or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2013)	3b	N/A
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2013?	4b	X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

5a	During the year did the foundation pay or incur any amount to		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?						
(2) Influence the outcome of any specific public election (see section 4955), or to carry on, directly or indirectly, any voter registration drive?					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(3) Provide a grant to an individual for travel, study, or other similar purposes?					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(4) Provide a grant to an organization other than a charitable, etc., organization described in section 509(a)(1), (2), or (3), or section 4940(d)(2)? (see instructions)					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?					<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)?				5b	N/A
Organizations relying on a current notice regarding disaster assistance check here ►						
c	If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If "Yes," attach the statement required by Regulations section 53.4945-5(d)						
6a	Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	6b	X
b	Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?					
If "Yes" to 6b, file Form 8870						
7a	At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		7b	
b	If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?					N/A

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**1 List all officers, directors, trustees, foundation managers and their compensation (see instructions).**

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
ATCH 11		0	0	0

2 Compensation of five highest-paid employees (other than those included on line 1 - see instructions). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000 ►

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)**3 Five highest-paid independent contractors for professional services (see instructions). If none, enter "NONE."**

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		0
Total number of others receiving over \$50,000 for professional services ►		

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc

Expenses

1 NONE

2

3

4

Part IX-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2

Amount

1 NONE

2

All other program-related investments. See instructions

3 NONE

Total. Add lines 1 through 3 ►

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Part X Minimum Investment Return (All domestic foundations must complete this part Foreign foundations, see instructions)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes		
a	Average monthly fair market value of securities	1a	866,828.
b	Average of monthly cash balances	1b	14,869.
c	Fair market value of all other assets (see instructions)	1c	
d	Total (add lines 1a, b, and c)	1d	881,697.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	
2	Acquisition indebtedness applicable to line 1 assets	2	
3	Subtract line 2 from line 1d	3	881,697.
4	Cash deemed held for charitable activities Enter 1 1/2 % of line 3 (for greater amount, see instructions)	4	13,225.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3 Enter here and on Part V, line 4	5	868,472.
6	Minimum investment return. Enter 5% of line 5	6	43,424.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here ► and do not complete this part)

1	Minimum investment return from Part X, line 6	1	43,424.
2a	Tax on investment income for 2013 from Part VI, line 5	2a	1,343.
b	Income tax for 2013 (This does not include the tax from Part VI)	2b	
c	Add lines 2a and 2b	2c	1,343.
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	42,081.
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	42,081.
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted Subtract line 6 from line 5 Enter here and on Part XIII, line 1	7	42,081.

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes	1a	74,447.
a	Expenses, contributions, gifts, etc - total from Part I, column (d), line 26	1b	
b	Program-related investments - total from Part IX-B	2	
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	3a	
3	Amounts set aside for specific charitable projects that satisfy the	3b	
a	Suitability test (prior IRS approval required)	4	74,447.
b	Cash distribution test (attach the required schedule)	5	1,343.
4	Qualifying distributions. Add lines 1a through 3b Enter here and on Part V, line 8, and Part XIII, line 4	6	73,104.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income Enter 1% of Part I, line 27b (see instructions)		
6	Adjusted qualifying distributions. Subtract line 5 from line 4		

Note. The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2012	(c) 2012	(d) 2013
1 Distributable amount for 2013 from Part XI, line 7				42,081.
2 Undistributed income, if any, as of the end of 2013			37,925.	
a Enter amount for 2012 only				
b Total for prior years 20 11 ,20 10 ,20 09				
3 Excess distributions carryover, if any, to 2013				
a From 2008				
b From 2009				
c From 2010				
d From 2011				
e From 2012				
f Total of lines 3a through e	0			
4 Qualifying distributions for 2013 from Part XII, line 4 ► \$ 74,447.			37,925.	
a Applied to 2012, but not more than line 2a				
b Applied to undistributed income of prior years (Election required - see instructions)				
c Treated as distributions out of corpus (Election required - see instructions)				
d Applied to 2013 distributable amount				36,522.
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2013 (If an amount appears in column (d), the same amount must be shown in column (a))				
6 Enter the net total of each column as indicated below:				
a Corpus Add lines 3f, 4c, and 4e Subtract line 5				
b Prior years' undistributed income Subtract line 4b from line 2b				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b Taxable amount - see instructions				
e Undistributed income for 2012 Subtract line 4a from line 2a Taxable amount - see instructions				
f Undistributed income for 2013. Subtract lines 4d and 5 from line 1 This amount must be distributed in 2014				5,559.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (see instructions)				
8 Excess distributions carryover from 2008 not applied on line 5 or line 7 (see instructions)				
9 Excess distributions carryover to 2014. Subtract lines 7 and 8 from line 6a	0			
10 Analysis of line 9				
a Excess from 2009				
b Excess from 2010				
c Excess from 2011				
d Excess from 2012				
e Excess from 2013				

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

NOT APPLICABLE

a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2013, enter the date of the ruling ►

b Check box to indicate whether the foundation is a private operating foundation described in section

4942(j)(3) or

4942(j)(5)

Tax year	Prior 3 years				(e) Total
	(a) 2013	(b) 2012	(c) 2011	(d) 2010	
2a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed					
b 85% of line 2a					
c Qualifying distributions from Part XII, line 4 for each year listed					
d Amounts included in line 2c not used directly for active conduct of exempt activities					
e Qualifying distributions made directly for active conduct of exempt activities Subtract line 2d from line 2c					
3 Complete 3a, b, or c for the alternative test relied upon					
a "Assets" alternative test - enter					
(1) Value of all assets					
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)					
b "Endowment" alternative test - enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed					
c "Support" alternative test - enter					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(ii)					
(3) Largest amount of support from an exempt organization.					
(4) Gross investment income					

Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year - see instructions.)**1 Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000) (See section 507(d)(2))

DAVID R. BISHOP, LYNDA F. BISHOP

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest

N/A

2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:

Check here ► if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds If the foundation makes gifts, grants, etc (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d

a The name, address, and telephone number or e-mail address of the person to whom applications should be addressed

b The form in which applications should be submitted and information and materials they should include

c Any submission deadlines

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors

Part XV Supplementary Information (continued)**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
<i>a Paid during the year</i>				
ATCH 12				
Total			► 3a	56,123.
<i>b Approved for future payment</i>				
NONE				
Total			► 3b	0

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated

Enter gross amounts unless otherwise indicated	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income (See instructions)
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	
1 Program service revenue.					
a					
b					
c					
d					
e					
f					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments					
4 Dividends and interest from securities			14	20,088.	
5 Net rental income or (loss) from real estate					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income			18	29,826.	
8 Gain or (loss) from sales of assets other than inventory					
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue a					
b					
c					
d					
e					
12 Subtotal Add columns (b), (d), and (e)				49,914.	
13 Total. Add line 12, columns (b), (d), and (e)			13		49,914.
(See worksheet in line 13 instructions to verify calculations)					

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No. Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes) (See instructions)

Part XVII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations

1	Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?	Yes	No
		1a(1)	X
a	Transfers from the reporting foundation to a noncharitable exempt organization of:	1a(2)	X
	(1) Cash		
	(2) Other assets		
b	Other transactions	1b(1)	X
	(1) Sales of assets to a noncharitable exempt organization	1b(2)	X
	(2) Purchases of assets from a noncharitable exempt organization	1b(3)	X
	(3) Rental of facilities, equipment, or other assets	1b(4)	X
	(4) Reimbursement arrangements	1b(5)	X
	(5) Loans or loan guarantees	1b(6)	X
	(6) Performance of services or membership or fundraising solicitations	1c	X
c	Sharing of facilities, equipment, mailing lists, other assets, or paid employees		
d	If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.		

(a) Line no	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements
	N/A		N/A

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? Yes No

b If "Yes," complete the following schedule

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge

**Sign
Here**

Signature of officer or trustee

Date

Title

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name DONITA M PITTI	Preparer's signature <i>Donita Pitti CPA</i>	Date 5/8/14	Check <input type="checkbox"/> if self-employed	PTIN P00286017
	Firm's name ► KING & OLIAZON PLLC	Firm's EIN ► 27-4238573			
	Firm's address ► 514 SECOND AVE. WEST SEATTLE, WA	98119-3928	Phone no	206-285-7242	

FORM 990-PF - PART IV
CAPITAL GAINS AND LOSSES FOR TAX ON INVESTMENT INCOME

Kind of Property		Description				P or D	Date acquired	Date sold
Gross sale price less expenses of sale	Depreciation allowed/ allowable	Cost or other basis	FMV as of 12/31/69	Adj basis as of 12/31/69	Excess of FMV over adj basis			
876,089.								
			TOTAL CAPITAL GAIN DISTRIBUTIONS				7,699.	
			PUBLICLY TRADED SECURITIES			P		
			PROPERTY TYPE: SECURITIES				108,282.	
			767,807.					
			TOTAL GAIN (LOSS)				<u>115,981.</u>	

ATTACHMENT 1FORM 990PF, PART I - DIVIDENDS AND INTEREST FROM SECURITIES

<u>DESCRIPTION</u>	<u>REVENUE AND EXPENSES PER BOOKS</u>	<u>NET INVESTMENT INCOME</u>
VANGUARD	20,088.	20,088.
TOTAL	<u><u>20,088.</u></u>	<u><u>20,088.</u></u>

FORM 990PF, PART I - LEGAL FEES

<u>DESCRIPTION</u>	<u>REVENUE AND EXPENSES PER BOOKS</u>	<u>NET INVESTMENT INCOME</u>	<u>ADJUSTED NET INCOME</u>
LEGAL FEES	16,592.		16,592.
TOTALS	<u>16,592.</u>		<u>16,592.</u>

ATTACHMENT 2

FORM 990PF, PART I - ACCOUNTING FEES

<u>DESCRIPTION</u>	<u>REVENUE AND EXPENSES PER BOOKS</u>	<u>NET INVESTMENT INCOME</u>	<u>ADJUSTED NET INCOME</u>	<u>CHARITABLE PURPOSES</u>
ACCOUNTING FEES	3,444.	1,722.		1,722.
TOTALS	<u><u>3,444.</u></u>	<u><u>1,722.</u></u>		<u><u>1,722.</u></u>

FORM 990PF, PART I - TAXESDESCRIPTIONREVENUE
AND
EXPENSES
PER BOOKS

FEDERAL EXCISE TAX	162.
TOTALS	<u>162.</u>

ATTACHMENT 5FORM 990PF, PART I - OTHER EXPENSES

<u>DESCRIPTION</u>	<u>REVENUE AND EXPENSES PER BOOKS</u>	<u>CHARITABLE PURPOSES</u>
BANK FEES	10.	10.
TOTALS	<u>10.</u>	<u>10.</u>

FORM 990PF, PART II - OTHER INVESTMENTS

<u>DESCRIPTION</u>	<u>BOOK VALUE</u>	<u>ENDING FMV</u>
VANGUARD MUTUAL FUNDS	126,872.	223,905.
TOTALS	<u>126,872.</u>	<u>223,905.</u>

ATTACHMENT 7

FORM 990PF, PART II - OTHER ASSETS

<u>DESCRIPTION</u>	<u>BOOK VALUE</u>	<u>ENDING FMV</u>
DIVIDEND RECEIVABLES	558.	558.
TOTALS	<u>558.</u>	<u>558.</u>

ATTACHMENT 8

ATTACHMENT 9FORM 990PF, PART III - OTHER DECREASES IN NET WORTH OR FUND BALANCES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
BOOK TAX DIFFERENCE ON DONATION OF STOCK	8,758.
TOTAL	<u>8,758.</u>

ATTACHMENT 10

FORM 990PF, PART VII-A, LINE 3 - CONFORMED COPY OF THE CHANGES

SEE ATTACHMENT B

FORM 990PF, PART VIII - LIST OF OFFICERS, DIRECTORS, AND TRUSTEESATTACHMENT 11NAME AND ADDRESS TITLE AND AVERAGE HOURS PER
WEEK DEVOTED TO POSITION

DAVID R BISHOP
3518 FREMONT AVENUE NORTH, #550
SEATTLE, WA 98103

TRUSTEE

1.00

LYNDA F BISHOP
3518 FREMONT AVENUE NORTH, #550
SEATTLE, WA 98103

TRUSTEE

1.00

GINGER SCHMERSAL
3518 FREMONT AVENUE NORTH #550
SEATTLE, WA 98103

TRUSTEE

1.00

AMANDA BISHOP
3518 FREMONT AVENUE NORTH, #550
SEATTLE, WA 98103

TRUSTEE

1.00

FORM 990PF, PART XV - GRANTS AND CONTRIBUTIONS PAID DURING THE YEAR

RECIPIENT NAME AND ADDRESS	RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR AND FOUNDATION STATUS OF RECIPIENT	PURPOSE OF GRANT OR CONTRIBUTION	AMOUNT	ATTACHMENT 12
				ATTACHMENT 12
CHOICE HUMANITARIAN 7879 SOUTH 1530 WEST SUITE 200 WEST JORDAN, UT 84088	N/A PC	HEALTH & HUMAN SERVICES	10,000.	
CHOICE HUMANITARIAN 7879 SOUTH 1530 WEST SUITE 200 WEST JORDAN, UT 84088	N/A PC	HEALTH & HUMAN SERVICES FOR ADDITIONAL INFORMATION, SEE ATTACHMENT A	29,631.	
PRATT FINE ARTS 1902 SOUTH MAIN STREET SEATTLE, WA 98144	N/A PC	FINE ARTS EDUCATION FOR ADDITIONAL INFORMATION, SEE ATTACHMENT A	13,014.	
CASA OF SOUTHERN OKLAHOMA PO BOX 54946 OKLAHOMA CITY, OK 73154	N/A PC	HEALTH & HUMAN SERVICES FOR ADDITIONAL INFORMATION, SEE ATTACHMENT A	6,174.	
TREEHOUSE 2100 24TH AVENUE S. SUITE 200 SEATTLE, WA 98144	N/A PC	HEALTH & HUMAN SERVICES FOR ADDITIONAL INFORMATION, SEE ATTACHMENT A	6,304.	
			TOTAL CONTRIBUTIONS PAID	<u>56,123.</u>

ALTA FOUNDATION
EIN: 91-2014274
YEAR ENDING 12/31/2013
ATTACHMENT A

FORM 990PF, PART XV - GRANTS AND CONTRIBUTIONS PAID DURING THE YEAR
*ADDITIONAL INFORMATION

RECIPIENT NAME	DATE OF GIFT	DESCRIPTION OF DONATED PROPERTY	BOOK VALUE OF DONATED PROPERTY	METHOD USED TO DETERMINE BOOK VALUE	FAIR MARKET VALUE OF DONATED PROPERTY	METHOD USED TO DETERMINE FAIR MARKET VALUE
CHOICE HUMANITARIAN	2/1/2013	525 SHS INTEL	14,333	SPECIFIC COST	11,146	AVERAGE HI-LOW VALUE ON DATE OF GIFT
	10/4/2013	525 SHS INTEL	14,333	SPECIFIC COST	11,933	AVERAGE HI-LOW VALUE ON DATE OF GIFT
	12/20/2013	260 SHS INTEL	7,098	SPECIFIC COST	6,552	AVERAGE HI-LOW VALUE ON DATE OF GIFT
OKLAHOMA CASA ASSOCIATION, INC	12/20/2013	245 SHS INTEL	6,689	SPECIFIC COST	6,174	AVERAGE HI-LOW VALUE ON DATE OF GIFT
PRATT FINE ARTS	5/7/2013	540 SHS INTEL	14,742	SPECIFIC COST	13,014	AVERAGE HI-LOW VALUE ON DATE OF GIFT
TREEHOUSE	12/30/2013	245 SHS INTEL	6,689	SPECIFIC COST	6,304	AVERAGE HI-LOW VALUE ON DATE OF GIFT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

In the Matter of the)
Alta Foundation, a charitable trust) AGREEMENT REGARDING
) ADMINISTRATION OF TRUST
)
)
)

I. Purpose of Agreement; Identity of Trust. In accordance with RCW 11.96A.220, this agreement (the "Agreement") is entered into for the purpose of addressing issues regarding the administration of the trust (the "Trust") created for and currently existing for the benefit of charitable organizations pursuant to that Trust Agreement (the "Trust Agreement") dated December 15, 1999 between David R. Bishop and Lynda F. Bishop (the "Settlers") and David R. Bishop, Lynda F. Bishop, Ginger Schmersal, and Amanda Bishop (the "Trustees"). A copy of the executed Trust Agreement is attached as Exhibit A.

II. Parties. The parties to this Agreement are:

A. David R. Bishop, Lynda F. Bishop, Ginger Schmersal, and Amanda Bishop, in their capacities as the Trustees; and

B. Attorney General of the State of Washington, on behalf of the charitable beneficiaries

The parties identified above (the "Parties") include all of the beneficially interested parties, as defined in RCW 11.96A.110 and RCW 11.96A.120, and all parties to whom notice must be sent under RCW 11.96A.110.

III. Description of Trust.

The Trust was created pursuant to Article FIRST of the Trust Agreement. Article TENTH of the Trust Agreement provides that the Trust is irrevocable, and that the

1 Settlers have no power, in any capacity, whether alone or in conjunction with another, to
2 alter, amend, revoke, or terminate the Trust Agreement or any terms thereof. Article
3 ELEVENTH provides a limited exception to the restriction on amendment set forth in
4 Article TENTH, only to the extent necessary to ensure the Trust's continued qualification
5 as an organization described in Section 501(c)(3), contributions to which are deductible
6 for federal tax purposes.

7 Article THIRD of the Trust Agreement provides that the Trust was created for,
8 and is to be operated exclusively for, "religious, charitable, scientific, literary, or
9 educational purposes within the United States or any of its possessions, as those terms are
10 interpreted and applied in Section 501(c)(3) of the Internal Revenue Code" The
11 Trust Agreement does not name any specific organizations as beneficiaries. Article
12 FIFTH paragraph (A) of the Trust Agreement provides that the Trustees shall make
13 sufficient distributions for charitable purposes to comply with Section 4942 of the
14 Internal Revenue Code (the "Code"). Article FIFTH paragraph (B) provides that no
15 distribution is to be made which is not authorized by the Trust Agreement and permitted
16 to be made by a trust described in Section 501(c)(3) of the Internal Revenue Code (the
17 "Code"). Article SEVENTH paragraph (B)(1) provides that the Trust's assets must be
18 held and administered in such a manner that the Trust shall qualify as an organization
19 described in Section 501(c)(3), and further that the Trust shall not conduct or carry on any
20 activities not permitted to be conducted or carried on by an organization described in
21 Section 501(c)(3).

22 Article SEVENTH paragraph (B)(2) provides that the Trust assets must be held
23 and administered in compliance with RCW 11.110.210–220, which restrict the Trustees
24 from engaging in certain conduct which would give rise to excise tax liability for a
25 private foundation under the provisions of Chapter 42 of the Code. Article SEVENTH
26 paragraph (B)(3) provides that the Trust Agreement shall be construed, interpreted, and
27

1 (if necessary) modified or limited such that the provisions of the Trust comply with
2 statutory requirements for Section 501(c)(3) organizations and with RCW 11.110.210–
3 220.

4 In 2000, the Trust received a determination letter from the Internal Revenue
5 Service (“IRS”) stating that the Trust was an organization described in Section 501(c)(3)
6 of the Code, a copy of which is attached as Exhibit B. The determination letter further
7 classified the Trust as a private foundation within the meaning of the federal tax law.

8 Article SIXTH paragraph (A) of the Trust Agreement provides that the Trust shall
9 terminate when the last of the four “Family Trustees” (who are the four current Trustees)
10 fails or ceases to serve, unless the Trustees decide otherwise pursuant to a periodic review
11 of the trust term, the procedure for which is set forth in Article SIXTH paragraph (C).

12 Article SIXTH paragraph (D) of the Trust Agreement provides that the then serving
13 Family Trustees shall meet annually to determine by unanimous vote the organizations to
14 which the Trust shall make charitable distributions in the event of the Trust’s termination
15 pursuant to Article SIXTH paragraph (A). Article SIXTH paragraph (B) provides that the
16 Trustees may also terminate the Trust by unanimous vote, provided that they distribute
17 the Trust’s assets to organizations described in Sections 501(c)(3), contributions to which
18 are deductible under Section 170, and not to any Trustee or other private individual

19 Article EIGHTH paragraph (B) provides that the Family Trustees may, but are not
20 required to, designate a successor Trustee for any Family Trustee who ceases or fails to
21 serve. Article EIGHTH paragraph (E) provides that Family or successor Trustees shall
22 not be compensated for attending meetings of the Trustees, but may be compensated as
23 determined by the Trustees for services rendered in addition to attending meetings of the
24 Trustees.

25 **IV. Subject Matter At Issue and Purpose of Agreement.**

26
27 AGREEMENT REGARDING ADMINISTRATION OF TRUST - 3

Davis Wright Tremaine LLP
LAW OFFICES
Suite 7200, 1201 Third Avenue
Seattle, Washington 98101-3145
(206) 467-3150 fax (206) 467-7740

1 The Trustees have unanimously determined that they wish to make certain
2 changes to the procedures described in Articles SIXTH and EIGHTH of the Trust
3 Agreement concerning termination of the Trust and succession of Trustees who cease or
4 fail to serve. The intended changes are reflected in the restated and amended form of the
5 Trust Agreement attached hereto as Exhibit C. A redline comparison of the restated and
6 amended form of the Trust Agreement attached hereto as Exhibit C with the original
7 Trust Agreement is attached hereto as Exhibit D.

8 The Trustees do *not* intend to change the requirements of the Trust Agreement
9 that Trust assets be distributed exclusively to organizations described in Section 501(c)(3)
10 of the Code which are eligible to receive deductible contributions under Section 170, that
11 the Trust be operated exclusively for religious, charitable, scientific, literary, or
12 educational purposes within the United States or any of its possessions, and in a manner
13 otherwise consistent with the law governing Section 501(c)(3) organizations; and that the
14 Trust be operated in a manner consistent with the provisions and prohibitions of RCW
15 11.110.210-220.

16 The Trustees intend to cause the Trust to terminate upon the death of the second
17 Settlor (rather than when the last Family Trustee ceases to serve), unless, following the
18 death of one Settlor, the surviving Settlor elects to extend the term of the Trust by a
19 period of up to seven (7) years from the death of the surviving Settlor.

20 The Trustees further intend that Norma Oliason, an experienced Certified Public
21 Accountant unrelated to the Family Trustees, shall serve as an "Overseer Trustee" in the
22 event of the death of both Settlers. In the event of the Trust's termination on the death of
23 both Settlers, the Trustees intend that Ms. Oliason would become the sole Trustee; all
24 other surviving Trustees would cease their service as Trustees; and Ms. Oliason, as
25 Overseer Trustee, would distribute the Trust's assets upon the Trust's termination to those
26 Section 501(c)(3) organizations selected pursuant to Article SIXTH paragraph (D). In the
27

AGREEMENT REGARDING ADMINISTRATION OF TRUST - 4

Davis Wright Tremaine L.L.P.
LAW OFFICES
Seattle, Washington 98101-3115
(206) 467-3730 Fax (206) 467-3732

1 case where the last surviving Settlor extends the term of the Trust beyond the death of
2 both Settlors, the Trustees intend that Ms. Oliason would serve as Overseer Trustee
3 alongside the surviving Family Trustees for the remaining term of the Trust, at the end of
4 which the remaining Trustees would distribute the Trust's assets to those Section
5 501(c)(3) organizations selected pursuant to Article SIXTHI paragraph (D).

6 If Ms. Oliason is unwilling or unable to serve as Overseer Trustee as provided
7 under this Agreement, then the Trustees intend that those Trustees surviving upon the
8 second Settlor's death unanimously select an alternate Overseer Trustee. If the surviving
9 Trustees are unable within six (6) months of the second Settlor's death unanimously to
10 select an alternate Overseer Trustee, then the Trustees intend that the Trust shall terminate
11 and the surviving Trustees distribute the Trust's assets to those Section 501(c)(3)
12 organizations selected pursuant to Article SIXTHI paragraph (D).

13 The Trustees intend that, in the event that Ms. Oliason serves as Overseer Trustee,
14 she may appoint a successor Overseer Trustee, or, if she ceases or fails to serve without
15 appointing a successor Overseer Trustee, then Rick Starkenburg, an experienced Certified
16 Public Accountant unrelated to the Family Trustees, shall serve as the successor Overseer
17 Trustee. If Mr. Starkenburg is unwilling or unable to serve as the successor Overseer
18 Trustee, then the Trustees intend that those Family Trustees who are still serving will
19 unanimously select a successor Overseer Trustee.

20 The Parties enter into this Agreement in order to amend the relevant provisions of
21 the Trust Agreement consistent with the intent of the Trustees as described above, and
22 with the provisions of RCW 11.96A.210–230 and of the Trust Agreement.

23 **V. Agreement**

24 In order to resolve the above matter and to facilitate the administration of the
25 Trust, the Parties hereby agree as follows:

26
27 AGREEMENT REGARDING ADMINISTRATION OF TRUST - 5

Davis Wright Tremaine LLP
LAW OFFICES
Suite 2200 - 1201 Third Avenue
Seattle Washington 98101-3945
(206) 622-3150 Fax (206) 727-1210

1 A. The Parties hereby agree that a restated and amended version of
2 the Trust Agreement in the form attached hereto as Exhibit C shall supersede the
3 current Trust Agreement, effective immediately upon the execution of both this
4 Agreement and such restated and amended version of the Trust Agreement, and the
5 terms of such restated and amended version of the Trust Agreement shall govern the
6 administration of the Trust.

7 B. The Parties hereby agree that the adoption of a restated and
8 amended version of the Trust Agreement shall not alter, in any way, the Trustees'
9 ongoing obligations to hold and administer the Trust in such a manner that (1) the Trust
10 shall at all times qualify as an organization described in Section 501(c)(3) of the Code,
11 contributions to which are deductible under Section 170 of the Code; (2) the Trust shall
12 not carry on any activities not permitted to be conducted or carried on by an
13 organization described in Section 501(c)(3) of the Code; and (3) the administration of
14 the Trust is in accord at all times with the provisions of RCW 11.110.210–220.

15 **VI. Filing of Agreement and Waiver of Notice.** The Parties agree that no
16 Party shall file a copy of this Agreement with the Superior Court of Washington for King
17 County, but that the Trustees or their agent will file a memorandum thereof with the
18 Superior Court of Washington for King County. Each party waives any notice
19 requirement of the filing of such memorandum with the Superior Court of Washington for
20 King County. The Parties agree that this Agreement shall be binding as a final order
21 upon the filing of such memorandum thereof, all in accordance with RCW 11.96A.230.

22 **VII. Situs and Law Governing Administration.** The Parties agree that the
23 present situs of the Trust is Washington State and, therefore, questions of construction as
24 well as administrative and procedural matters, including the questions and matters
25 contained herein, are properly governed by the laws of Washington.

1 **VIII. Binding on Successors.** This Agreement shall be binding upon the heirs,
2 assignees, legal representatives, and other successors in interest of the Parties

3 **IX. Counterpart Documents; Effective Date.** This Agreement may be
4 executed by the Parties' signatures on duplicate counterpart documents, which will have
5 the same force and effect as if all of the Parties had executed a single document. This
6 Agreement shall be effective for all purposes when all of the parties have signed this
7 Agreement or counterparts thereof. The execution of this Agreement by facsimile
8 transmission shall be valid and binding

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AGREEMENT REGARDING ADMINISTRATION OF TRUST - 7

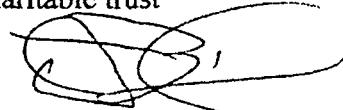
Davis Wright Tremaine LLP
LAW OFFICES
Suite 2200 - 120 Third Avenue
Seattle, Washington 98101-3043
(206) 622-3350 fax (206) 787-7700

ATTACHMENT B

1 IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as
2 follows:

3 Date Signed: 8/28/2013

4 TRUSTEES of Alta Foundation, a Washington
5 charitable trust



6 By: David R. Bishop

7 Date Signed: 8/28/2013

8 By: Lynda F. Bishop

9 Date Signed: 8/28/2013

10 By: Ginger Schmersal

11 Date Signed: 8/28/2013

12 By: Amanda Bishop

13 Date Signed: 9/17/2013

14 ATTORNEY GENERAL OF THE STATE OF
15 WASHINGTON

16 By: Jeffrey Even
17 Jeffrey Even
18 Deputy Solicitor General

19 AGREEMENT REGARDING ADMINISTRATION OF TRUST - 8

20 Davis Wright Tremaine LLP
21 LAW OFFICES
22 Suite 2200, 1201 Third Avenue
23 Seattle, Washington 98101-3015
24 (206) 622-3150 Fax (206) 727-7700

25
26
27
ATTACHMENT B

1 **List of Exhibits**

2 Exhibit A Original Alta Foundation Trust Agreement (dated December 15, 1999)

3 Exhibit B IRS Determination Letter for Alta Foundation

4 Exhibit C First Restated and Amended Trust Agreement of Alta Foundation

5 Exhibit D Redline Comparison of First Restated and Amended Trust Agreement with
6 Original Trust Agreement

ALTA FOUNDATION

THIS TRUST AGREEMENT ("Agreement") is made this 18th day of September, 2013, between DAVID R. BISHOP and LYNDA F. BISHOP, as donors (the "Donors"), and DAVID R. BISHOP, LYNDA F. BISHOP, GINGER SCHMERSAL and AMANDA BISHOP, as Trustees (DAVID R. BISHOP, LYNDA F. BISHOP, GINGER SCHMERSAL and AMANDA BISHOP and any additional or successor Trustee or Trustees being sometimes individually referred to as "Trustee" or collectively referred to as the "Trustees").

WITNESSETH:

FIRST: Creation of Trust.

(A) Property Delivered. The Donors are delivering to the Trustees the property listed on the attached Schedule A and receipt of which the Trustees have acknowledged.

(B) Property Held in Trust. Such property transferred, and any other property hereafter transferred to the Trustees and deemed acceptable by the Trustees, shall be held in trust pursuant to the terms and conditions set forth in this Trust Agreement.

SECOND: Name of Trust.

The name of this Trust shall be "ALTA FOUNDATION", and so far as practicable, the Trustees shall conduct the activities of this Trust in such name.

THIRD: Purpose of Trust.

(A) General Purpose. This Trust is created for and shall be operated exclusively for religious, charitable, scientific, literary, or educational purposes within the United States or any of its possessions, as those terms are interpreted and applied in Section 501(c)(3) of the Internal Revenue Code (the "Code"), or any successor provision, including without limitations, making grants to assist disadvantaged children, to support education, including funding scholarships and low-interest education loans, to support arts education and availability, and to support organizations that promote economic self-help for the needy. No part of the Trust Estate (as that term is defined in Article FOURTH below), whether income or principal, shall inure to the benefit of the Trustees, or any of them, or any private individual (except that reasonable compensation may be paid for services rendered to or for this Trust affecting one or more of its purposes), and no substantial part of the activities of this Trust shall, within the meaning of Section 501(c)(3), consist of carrying on propaganda, or otherwise attempting, to influence legislation, and no part of its activities shall consist of participating in, or intervening in, including the publication or distribution of statements, any political campaign on behalf of any candidate for public office. Anything in this Agreement to the contrary notwithstanding, this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is exempt from taxation under Section 501(c)(3) and/or by an organization

to which donations are deductible for federal income, gift, and estate tax purposes to the extent allowed by the Code and other applicable law now in effect or as amended from time to time.

FOURTH: Trust Estate.

The Trustees shall have the authority to receive donations from the Donors and from any other source, in cash, securities, and other property (real or personal) acceptable to them. All property so received by the Trustees, together with the income and proceeds thereof (the "Trust Estate"), shall be held, administered, and distributed by the Trustees pursuant to the provisions of this Agreement. The Trustees may accept donations which restrict their uses and purposes, provided that such restrictions are within the uses and purposes set forth in Article THIRD above, and which limit the time, manner, amount, or other terms of distribution; provided, however, that unless otherwise specifically required, the Trustees shall have the power in their discretion to mingle such restricted donations with other assets of this Trust.

FIFTH: Disposition of Trust Property.

(A) Distributions for Charitable Purposes. The Trustees shall manage, invest, and reinvest the Trust Estate and shall pay or apply so much of the net income and principal of the Trust at such times and in such manner as the Trustees determine in their discretion (or as may be required by restricted donations), to and for the uses and purposes set forth in Article THIRD above. In all events, at any time during which this Trust does not qualify as an operating foundation within the meaning of Section 4942(j)(3), the Trustees shall distribute the net income for each taxable year of this Trust at such time and in such manner so as not to become subject to the tax on undistributed income imposed by Section 4942. Any income not so paid or applied shall be accumulated and annually added to and dealt with as principal.

(B) Other Distributions Prohibited. The Trustees shall make no distribution from the Trust other than distributions specifically authorized by the terms of this Agreement and permitted to be made from a trust exempt from tax under Section 501(c)(3). However, an amount shall not be deemed to be paid to, or for the use of, any person if the amount is transferred for full and adequate consideration. If the Trustees inadvertently make any prohibited distribution, the Trustees shall recover such distribution from the recipient.

SIXTH: Termination of the Trust.

(A) Termination of Trust. This Trust shall terminate upon the death of the second of the Donors to die, provided, however, that if one of the Donors shall survive the other, the survivor shall have, in his or her capacity as a Trustee, the power, acting alone, to amend this Agreement, in his or her discretion, solely for the purpose of extending the term of the Trust for a period not to exceed seven (7) years following the death of the survivor.

(B) Termination by Unanimous Vote. At any time, the then serving Family Trustees may terminate this Trust by unanimous vote, and, in their discretion, shall distribute the Trust Estate to such organizations and in such amounts as the then serving Family Trustees shall determine, by unanimous vote, provided that any organization so selected is then a qualified charitable organization described in Sections 501(c)(3) and 170(c), contributions to which are

deductible for federal income tax purposes. No Trustee or private individual shall be entitled to share in the distribution of the Trust Estate upon distribution pursuant to this paragraph.

(C) Determination of Ultimate Beneficiaries. Each year the then serving Family Trustees shall meet on December 25, or such other date as the Trustees shall select, to determine, by unanimous vote, the organizations to which the Trust Estate should be distributed upon termination of the Trust pursuant to paragraphs (A) or (B) of this Article, and the portion of the Trust Estate to be distributed to each, provided that any organization so selected is then a qualified charitable organization described in Sections 501(c)(3) and 170(c), contributions to which are deductible for federal income tax purposes. No Trustee or private individual shall be entitled to share in the distribution of any of the Trust Estate upon distribution pursuant to this paragraph. A list of the selected organizations and their respective shares of the Trust Estate shall be filed with the original Trust Agreement. If in any year the Family Trustees shall fail to meet or to make the determination required under this paragraph, then the decision of the Family Trustees at the last prior such meeting shall control. Notwithstanding the foregoing, the then serving Family Trustees may at any time prior to the death of the second Donor determine, by unanimous vote, the organizations to which the Trust Estate should be distributed upon termination of the Trust pursuant to paragraph (B) of this Article, subject to the restrictions otherwise set out in this paragraph, and any such determination shall prevail over any prior such determination. In the event that the survivor of the Donors elects to extend the term of the Trust by amending this Agreement pursuant to Article SIXTH paragraph (A) and Norma Oliason shall serve as the Overseer Trustee pursuant to Article EIGHTH paragraph (C), the Overseer Trustee and any then serving Family Trustees shall determine by majority vote the organizations to which the Trust Estate shall be distributed upon termination of the Trust, and such determination shall prevail over any prior determination.

SEVENTH: Tax Exempt Status.

(A) Direction to Obtain Tax Exemption. The Trustees shall perform all acts as are necessary to obtain recognition of this Trust, by the Internal Revenue Service and by all other relevant taxing authorities, as an organization exempt from tax under Section 501(c)(3) and as an organization contributions to which are deductible for federal income tax purposes under Section 170(c).

(B) Administration as a Charitable Organization. Anything in this Agreement to the contrary notwithstanding:

(1) The Trust Estate shall be held and administered in such manner that this Trust shall at all times qualify for tax exemption under Section 501(c)(3), and this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) or by an organization contributions to which are deductible under Section 170(c).

(2) The Trust Estate shall be held and administered in accord with the provisions of RCW 11.110.210 and RCW 11.110.220, providing that the Trustees are prohibited from:

- (a) Engaging in any act of "self-dealing," as defined in Section 4941(d), which would give rise to any liability for the tax imposed by Section 4941(a);
- (b) Retaining any "excess business holdings," as defined in Section 4943(c), which would give rise to any liability for the tax imposed by Section 4943(a);
- (c) Making any investments which would jeopardize the carrying out of any of the exempt purposes of the trust, within the meaning of Section 4944, so as to give rise to any liability for the tax imposed by Section 4944(a); and
- (d) Making any "taxable expenditures," as defined in Section 4945(d), which would give rise to any liability for the tax imposed by Section 4945(a).

(3) Every provision of this Agreement shall be construed and interpreted and, if necessary, modified or limited in such manner that the provisions of this Trust, including every power and duty of the Trustees, shall (a) comply with every provision of the Code necessary to qualify this Trust for tax exemption under Section 501(c)(3); (b) comply with every provision of the Code necessary to qualify this Trust as an organization contributions to which are deductible under Section 170(c); and (c) comply with the provisions and prohibitions of RCW 11.110.210 and RCW 11.110.220.

EIGHTH: Successor and Additional Co-Trustees.

(A) **Additional Trustees.** One or more additional persons may be appointed at any time to serve as Co-Trustee or Co-Trustees of this Trust by unanimous vote of the then serving Family Trustees. The then serving Family Trustees shall also have the power, in their sole discretion, to remove any additional person as Co-Trustee at any time by unanimous vote.

(B) **Successor Trustees.** Should any Family Trustee fail or cease to serve, his/her Trustee position shall be eliminated and the remaining Trustees shall not be required to designate a successor Trustee in his or her place. Notwithstanding the foregoing, in their sole discretion, the then serving Family Trustees may, by unanimous vote, appoint a successor. The then serving Family Trustees shall also have the power, in their sole discretion, to remove any such successor at any time by unanimous vote.

(C) **Trustees on Death of Second Donor.** In the event that the Trust shall terminate on the death of the second Donor, pursuant to Article SIXTH paragraph (A), then Norma Oliason shall become the Overseer Trustee of this Trust for the purpose of distributing the Trust Estate in the manner set out at Article SIXTH paragraph (C), and any other then serving Trustees shall cease to serve. The Overseer Trustee shall in such case notify the organizations to which the Trust Estate shall be distributed pursuant to Article SIXTH paragraph (C) as soon as practicable, and shall oversee the distribution of the Trust Estate to such organizations in an expeditious manner. In the event that the survivor of the Donors elects to

extend the term of the Trust by amending this Agreement pursuant to Article SIXTH paragraph (A), then Norma Oliason shall, upon the death of the second Donor, become the Overseer Trustee and shall serve along with any then serving Family Trustee(s). Any then serving Trustee who is not a Family Trustee shall cease to serve at such time. In the event that the survivor of the Donors elects to extend the term of the Trust by amending this Agreement pursuant to Article SIXTH paragraph (A), the Overseer Trustee shall notify the organizations to which the Trust Estate shall be distributed pursuant to Article SIXTH paragraph (C) no later than the last day of the extended term of the Trust and shall oversee the distribution of the Trust Estate to such organizations in an expeditious manner. In the event that Norma Oliason serves as the Overseer Trustee upon the death of the second Donor, she shall have the authority, by a signed written instrument filed with the original Trust Agreement, to appoint a successor Overseer Trustee for purposes of distributing the Trust Estate, or, if she does not appoint a successor Overseer Trustee, then Rick Starkenburg shall succeed Norma Oliason as the Overseer Trustee. If Rick Starkenburg is unwilling or unable to serve as the successor Overseer Trustee, then the Trustees serving at such time shall, by unanimous vote, select an alternate to serve as the Overseer Trustee. In the event that Norma Oliason is unwilling or unable to serve as the Overseer Trustee upon the death of the second Donor (whether or not this Agreement is amended to extend the term of the Trust), then the Trustees serving at the death of the second Donor shall, by unanimous vote, select an alternate to serve in place of Norma Oliason as the Overseer Trustee, after which selection the then serving Trustees shall cease to serve. In the event that the then serving Trustees are unable to select an alternate Overseer Trustee within six (6) months of the death of the second Donor (whether or not this Agreement is amended to extend the term of the Trust), then the Trust shall terminate, the Trustees shall, at the completion of such six (6) month period, notify the organizations to which the Trust Estate shall be distributed pursuant to Article SIXTH paragraph (C) and the Trust Estate shall be distributed in the manner set out in Article SIXTH paragraph (C) in an expeditious manner.

(D) Succession of Trustees; Bond. Any Trustee may resign and any successor Trustee may act as Trustee without the need to comply with the provisions of any state law regarding the resignation or succession of Trustees. No successor Trustee under this Agreement shall be liable for any act or omission of a predecessor or obligated to inquire into the validity or propriety of any such act or omission. Any such successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to such successor by a predecessor or by the personal representative of such predecessor and shall further be required to receipt only for those assets included in such statement. No Trustee serving hereunder need give bond, in any jurisdiction. If a Trustee's bond may not be dispensed with in any jurisdiction, the Donors request that the bond for the Trustees be accepted without surety and in the lowest possible amount.

(E) Compensation of Trustees. None of the named Trustees and no successor Trustee shall receive compensation for attending meetings of the Trustees, provided, however, that Norma Oliason, and any alternate or successor Overseer Trustee, shall be compensated for attending meetings of the Trustees at such person's regular professional hourly rate for the lesser of actual time spent in travel and attending meetings of the Trustees, or eight (8) hours per calendar day. A named Trustee and any successor Trustee who renders services in addition to attendance at Trustees' meetings may be reasonably compensated, either at an hourly rate or otherwise, as determined by the Trustees. So as to remove all doubt, Norma Oliason, and

any alternate or successor Overseer Trustee, shall be compensated at such person's regular professional hourly rate for services rendered to the Trust in addition to attending meetings of the Trustees. All Trustees shall receive reimbursement of reasonable travel expenses in connection with attending meetings of the Trustees.

NINTH: Administrative Provisions.

(A) Powers. Subject to the provisions of Article SEVENTH, the Trustees shall have all rights, powers, and duties which now exist or may later be conferred by law (including RCW Title 11). Nothing in this Agreement shall be construed to restrict the Trustees from investing the Trust Estate in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust property. Any capital gain from the sale or disposition of Trust property shall be allocated to principal.

(B) Agents and Attorneys. The Trustees may employ agents and attorneys as the Trustees deem necessary or desirable for the proper administration of the Trust or for any litigation, controversy, or uncertainty which may arise in connection with the Trust. The Trustees may pay reasonable compensation to agents and attorneys for their services and be fully protected in relying on advice of legal counsel. The Trustees shall not be liable for any loss or damage caused by any agent or attorney selected by the Trustees if reasonable care was exercised in selecting and retaining such agent or attorney.

(C) Special Meetings of Trustees. Special meetings of the Trustees may be called by any two Trustees. Notice of the time and place of any special meeting of the Trustees shall be given by the Trustees calling the meeting by mail, facsimile, or by personal communication on the telephone or otherwise at least three (3) days prior to the date on which the meeting is held. Attendance of a Trustee at any meeting shall constitute a waiver of notice of the meeting, except when the Trustee attends a meeting for the purpose of objection to the transaction of any business because the meeting is not lawfully called or convened. Meetings of the Trustees may be held by telephone conference call or any other medium in which all Trustees may hear one another.

(D) Quorum and Voting. A quorum of the Trustees shall consist of a majority of then serving Family Trustees and a majority of all then serving Trustees. Except as provided in Paragraph (E) below, and Articles SIXTH and EIGHTH above, all actions taken by the Trustees in the administration of this Trust shall require a quorum and approval of (1) a majority of the then serving Family Trustees constituting the quorum and (2) a majority of all Trustees constituting the quorum.

(E) Administrative Convenience.

(1) Any individual Trustee may, with the consent of all other Co-Trustees, delegate any power, right, or duty to another Co-Trustee. The delegation shall be effective upon delivery of a signed, written instrument of delegation to the Co-Trustee and the Co-Trustee's acceptance of the delegation. The delegation may be revoked in the same manner.

(2) One Trustee may give written notice to all other co-Trustees of a proposed action. A Co-Trustee's failure to deliver a written objection to such Trustee within fifteen (15) days after receiving notice shall constitute formal approval by such Co-Trustee, unless the Co-Trustee had previously given written notice (then unrevoked) to such Trustee that this fifteen (15) day notice provision shall not apply.

(3) Any individual Co-Trustee may, by written instrument delivered to all other then acting Co-Trustees, relinquish his or her powers, rights or duties, to any extent and upon any terms.

TENTH: Irrevocable Trust.

The Trust created under this Trust Agreement is irrevocable, and the Donors each acknowledge that he/she has no right or power, whether alone or in conjunction with another, and in whatever capacity, to alter, amend, revoke or terminate the Trust or any of the terms of this Trust Agreement, in whole or in part.

ELEVENTH: Limited Power of Amendment.

Notwithstanding the provisions of Article TENTH, the Trustees shall have the power, acting alone, to amend this Agreement only if and to the extent necessary to qualify the Trust as a tax exempt organization under Section 501(c)(3) and as an organization donations to which are deductible for federal income, gift and estate tax purposes. In addition, upon the death of one of the Donors, the survivor Donor, in his or her capacity as a Trustee, shall have the power, acting alone, to amend this Agreement solely for the purpose of extending its term, to the extent provided in Article SIXTH paragraph (A).

TWELFTH: Definitions and Construction of Terms.

(A) **Plurals; Gender.** Unless some other meaning and intent is apparent from the context, the plural shall include the singular, and vice versa, and masculine, feminine, and neuter words shall be used interchangeably.

(B) **References to RCW, Code and Section.** All references in this Trust Agreement to "RCW" are to the Revised Code of Washington and shall refer to corresponding provisions of subsequent Washington laws. All references to "Code" are to the Internal Revenue Code of 1986, as amended, and all references to "Section" or "Sections" are to such section(s) of the Code and shall be deemed to refer to corresponding provisions of subsequent federal tax laws.

(C) **Family Trustees.** All references in this Trust Agreement to "Family Trustees" refer to the four initial Trustees named in this Trust Agreement (DAVID R. BISHOP, LYNDA F. BISHOP, GINGER SCHMERSAL and AMANDA BISHOP).

(D) **Overseer Trustee.** All references in this Trust Agreement to the "Overseer Trustee" refer to Norma Oliason, or her successor or alternate Trustee, who shall serve upon the death of the second Donor, whether or not this Agreement is amended to extend the

term of the Trust pursuant to Article SIXTH paragraph (A), for the purpose of distributing the Trust Estate in the manner set out at Article SIXTH paragraph (C).

(E) **Fail or Cease to Serve.** All references in this Trust to a Trustee who fails or ceases to serve refer to the Trustee's death, resignation, or a determination by a licensed physician that the Trustee is no longer capable of managing his/her financial affairs.

THIRTEENTH: Governing Law.

Washington law shall govern the execution and construction of this Agreement. The administration of this Trust, however, shall, unless otherwise required by law, be governed first by the provisions of this Agreement, including any laws incorporated in this Agreement by reference or otherwise made applicable by this Agreement, and second, to the extent consistent with such provisions, the laws of the Trust's situs. To the extent permitted by law, the Trust and Trustees shall be exempt from all registration requirements, and the Trust shall be administered by the Trustees free from the jurisdiction and control of any court.

IN WITNESS WHEREOF, the Donors and the Trustees have executed this Trust Agreement as of the date first above written.

TRUSTEES:

DAVID R. BISHOP

LYNDA F. BISHOP

GINGER SCHMERSAL

AMANDA BISHOP

DONORS:

DAVID R. BISHOP

LYNDA F. BISHOP

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