

AFFILIATION AGREEMENT

OF

ACE MENTOR PROGRAM

THIS AFFILIATION AGREEMENT (this "Agreement") dated this 31st day of August, 2011, is by and between ACE Mentor Program of America, Inc., a Washington, DC nonprofit corporation ("ACE of America"), and ACE Mentor Program of Washington, a Washington State nonprofit corporation ("ACE Mentor Program of Washington" or "Affiliate").

RECITALS

WHEREAS, ACE Mentor Program, Inc. a New York not-for-profit corporation ("ACE New York") was established to enlighten and motivate students toward architecture, construction, engineering, and related careers; and has developed a program to provide mentoring and scholarship opportunities for future designers and constructors (the "ACE Mentor Program"); and

WHEREAS, the ACE Mentor Program is national in scope and the success of its national efforts depends upon the adoption by local affiliates of uniform standard programs in keeping with policies, methods and results worthy of the ACE Mentor Program name; and

WHEREAS, in the early stages of the national expansion of the ACE Mentor Program, ACE New York assisted with that growth and established affiliation agreements between itself and the then existing and developing ACE Mentor Program organizations through the execution of agreements similar to this Agreement and obtaining a Group Exemption Letter from the Internal Revenue Service, and

WHEREAS, the ACE Mentor Program recognized the need to form a new entity to specifically focus on the national expansion of the ACE Mentor Program, and assist with the further development of new organizations to run ACE Mentor Programs throughout the United States, and therefore formed ACE of America, which has now obtained a Group Exemption Letter from the Internal Revenue Service, substituting it for the Group Exemption Letter previously obtained by ACE New York, and

WHEREAS, ACE of America deems it advisable and in its best interest to continue the existing affiliations and create new affiliations with local groups and/or chapters, including ACE Mentor of [Insert State or region] (the "Affiliation"), in order to further the ACE Mentor Program; and

WHEREAS, ACE Mentor [Insert State or region] deems it advisable to create an affiliation with ACE of America in order to pursue the goals of the ACE Mentor Program set forth on Exhibit A to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion (the "ACE Mentor Program Goals") within [Insert State or region],

and will cooperate with ACE of America in the development, promotion, supervision and administration of the programs of the ACE Mentor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto do hereby prescribe the terms and conditions of the Affiliation and the mode of carrying the same into effect as follows:

ARTICLE I

RESPONSIBILITIES

1.1 ACE Mentor Program of America, Inc. ACE of America has the responsibility of developing and promoting the ACE Mentor Program through local affiliates throughout the United States.

1.2 Affiliate. The Affiliate will cooperate with ACE of America in the development, promotion, supervision and administration of the ACE Mentor Program, maintaining the high standards of the ACE Mentor Program in its own operations. The Affiliate shall be responsible for financing, promoting and operating the ACE Mentor Program in conformance with the policies and standard practices as set forth in this Agreement.

ARTICLE II

AFFILIATION

2.1 Formation.

(a) Affiliate. Formation of a corporation as an affiliate of ACE Program requires the prior approval of ACE of America. ACE of America, in its sole discretion, determines the standard of approval for the formation of an affiliate.

(b) Affiliate Chapters. As part of the ACE Mentor Program, Affiliate may establish one or more local, unincorporated divisions or chapters (each such division or chapter, a "Chapter," and unless the context clearly requires otherwise the term "Affiliate" as used herein shall include such Affiliate's Chapters) within Affiliate's Territory (as such term is defined below); provided, however, that Affiliate shall not establish any Chapter without the prior written approval of ACE of America; provided further, that a Chapter shall constitute solely a division or chapter of Affiliate and no Chapter shall be formed as a separate legal entity. Affiliate shall directly own and control all of the assets, liabilities and operations of its Chapters. ACE of America in its sole discretion, determines the standard of approval for the formation of a Chapter.

(c) Territory. Affiliate (including any and all Chapters established by Affiliate) shall conduct its operations solely within its designated geographic territory, as designated in writing by ACE of America on a territory schedule substantially in the form

attached hereto as Schedule I. In the event of any dispute over the boundaries of any such territory, ACE of America shall determine such boundaries in its sole and absolute discretion.

2.2 Organization and Performance.

(a) Organization. Affiliate is responsible for organizing itself as a charitable and educational nonprofit corporation, and tax-exempt under Internal Revenue Code Section 501(c)(3), as it now exists or may hereafter be amended (“Section 501(c)(3)”) under the applicable state and/or federal laws, including drafting and/or filing the certificate of incorporation, bylaws, resolutions and any other necessary documentation. In addition, except as set forth in Section 2.2(c), below, Affiliate shall make all the necessary federal, state and local registrations and filings required by a charitable, educational, nonprofit and tax-exempt (under Section 501(c)(3)) corporation, including, without limitation as applicable those registrations and filings set forth in the Checklist attached hereto as Exhibit B, as same may be amended from time to time by ACE of America in its sole discretion.

(b) Documents. ACE of America will supply Affiliate with sample formation documents, including a sample certificate of incorporation and bylaws. With the advice of its own local counsel, the Affiliate shall make whatever adaptations are necessary in order to comply with any applicable state and/or local laws, and before filing with the appropriate state incorporation authorities, submit the formation documents to ACE of America for approval. Upon the reasonable request of ACE of America, Affiliate shall expressly provide in its certificate of incorporation that Affiliate shall faithfully observe all of the requirements of this Agreement, as well as the policies and procedures promulgated from time to time by ACE of America. Affiliate shall not amend its certificate of incorporation or bylaws without the prior written consent of ACE of America.

(c) Sponsorship. In connection with carrying out any marketing, advertising or sponsorship agreement with a third-party, Affiliate will take reasonable care to ensure that any such marketing, advertising or sponsorship agreement complies with the ACE Mentor Program Goals and preserves and enhances ACE of America’s goodwill in the Marks and Copyrighted Materials (as such terms are defined below). In addition, Affiliate agrees to be bound by and comply with any sponsorship arrangement or agreement entered into by ACE of America. Upon execution of this agreement and from time to time thereafter, ACE of America will notify the Affiliate of any such arrangement or agreement with which the Affiliate must comply.

(d) Tax Exemption Under Section 501(c)(3). ACE of America has obtained and will maintain a “Group Exemption Letter” from the Internal Revenue Service in order to streamline and simplify the Affiliate’s determination of tax-exempt status under Section 501(c)(3).

Upon completion of the incorporation process, Affiliate shall notify ACE of America of its incorporation and provide ACE of America with all of the documents and information necessary to complete the Group Exemption process for Affiliate, including without limitations the Affiliate’s execution and delivery of this Agreement. ACE of America will then take the steps necessary to include the Affiliate as part of the Group Exemption.

2.3 Use of Name. If permission to incorporate is granted to the Affiliate, the Affiliate agrees that the official name of the corporation shall be or include the name “ACE Mentor Program of _____, Inc.” (with the name of the Affiliate’s state of incorporation placed in the blank space or other appropriate geographic reference, e.g., city or region).

2.4 Policies and Procedures. The Affiliate hereby agrees to comply with any and all policies and procedures established from time to time by ACE of America in connection with the ACE Mentor Program and the Affiliate’s ability to remain as an affiliate under this Agreement.

2.5 No Power to Bind. Affiliate, including any of its agents or employees, shall not have the authority to bind ACE of America in any manner, whether legal, financial or other form. Any attempt by Affiliate to enter into any binding legal agreement on behalf of ACE of America shall be null and void.

2.6 Insurance Coverage.

(a) ACE of America will contract and enter into an agreement with an insurance carrier to provide a Directors and Officers policy for the ACE of America National board of directors and the boards of directors of its affiliates who are in good standing to protect the interests of itself, the ACE Mentor Program, counseling firms, contributors, volunteer leaders, directors, trustees, officers and staff members against any law suit or legal claim. For the purposes of this Section 2.6, “good standing” is defined as being in compliance with the reporting, programming, administrative, financial and compliance goals and requirements set forth in Exhibits A, B and C to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion, and complying with any additional information requests reasonably requested of the Affiliate by ACE of America from time to time. Affiliate may choose to enter into an agreement with an insurance carrier in addition to the coverage provided by ACE of America but will be held to the standards of compliance notwithstanding. In addition, to the extent that ACE of America shall obtain an insurance policy that allows insurance coverage for Affiliate, Affiliate hereby agrees to participate in such policy, provide documents and information as may be necessary to so participate and reimburse ACE of America for the amount allocated as the Affiliate’s share of costs of the insurance premium or any other related expenses.

(b) No Prior Claim. Upon ACE of America’s demand, Affiliate will submit to ACE of America a letter stating that in accordance with the Insurance, there are no prior claims or outstanding claims against Affiliate. This letter will be signed by the President of the Affiliate’s Board of Directors. In the event that there is an outstanding claim, the Affiliate will notify ACE Mentor of America of such claim immediately.

2.7 No Liabilities. Neither of ACE of America and Affiliate is responsible, nor shall it assume responsibility, any liability or obligation of the other.

2.8 Management. Subject to this Agreement, Affiliate is responsible for managing its own affairs and operations in connection with the ACE Mentor Program. While Affiliate shall cooperate with ACE of America and other affiliates to achieve, individually and collectively, the objectives of the ACE Mentor Program, each affiliate is formed and operated as an independent entity.

2.9 Relationship of Parties. The relationship of the parties hereto during the terms of this Agreement will be that of affiliates and independent contractors. Nothing stated in this Agreement shall be construed as constituting or creating the relationship of franchisor/franchisee between the parties.

ARTICLE III

LICENSE

3.1 Grant of License. Upon the terms and conditions hereinafter set forth:

(a) ACE of America hereby grants to the Affiliate, and the Affiliate hereby accepts, a non-exclusive and non-transferable right, license and privilege to use the names “ACE Mentor” and “ACE Mentor Program,” and any other marks owned by ACE of America (collectively, the “Marks”) and any copyrighted materials in which ACE of America owns the copyright (the “Copyrighted Materials”), solely and only in connection with the Affiliate’s participation in the ACE Mentor Program, provided that the Affiliate’s program and the manner of its use of the Marks and the Copyrighted Materials each conform to the quality specifications and standards as set forth from time to time by ACE of America. Affiliate acknowledges that ACE of America, as owner and licensor of the Marks and the Copyrighted Materials, has the obligation and right to preserve the value of the Marks and the Copyrighted Materials by controlling the nature and quality of the goods and services subject to Article III of this Agreement.

(b) Affiliate hereby grants to ACE of America, and ACE of America hereby accepts, a non-exclusive and non-transferable right, license and privilege to use and to sublicense to ACE of America’s other affiliates any and all marks and copyrighted materials owned by Affiliate (collectively, the “Affiliate Marks and Copyrights”), solely and only in connection with the Affiliate’s participation in the ACE Mentor Program. ACE of America acknowledges that Affiliate, as owner and licensor of the Affiliate Marks and Copyrights, has the obligation and right to preserve the value of such Affiliate Marks and Copyrights by controlling the nature and quality of the goods and services subject to Article III of this Agreement.

3.2 Warranties and Representations of ACE of America. ACE of America warrants and represents that:

(a) it owns and presently is using the Marks and Copyrighted Materials in connection with its mentoring and scholarship program in architecture, construction, engineering, and related careers;

(b) it is not aware of any challenges to its right to so use the Marks and/or Copyrighted Materials;

(c) it has the authority to grant the license granted hereby;

(d) it has no prior claim, and knows of no prior claim by another, to rights concerning the Affiliate Marks and Copyrights for which rights of use are provided by this Agreement; and

(e) it has the capability to discharge effectively its obligations hereunder so as to preserve and enhance Affiliate's goodwill in the Affiliate Marks and Copyrights.

3.3 Warrants and Representations of the Affiliate. The Affiliate warrants and represents that:

(a) it owns and is presently using, or will use, the Affiliate Marks and Copyrights in connection with its participation in the ACE Mentor Program;

(b) it is not aware of any challenges to its right to so use the Affiliate Marks and Copyrights;

(c) it has the authority to grant the license granted hereby;

(d) it has no prior claim, and knows of no prior claim by another, to rights concerning the Marks and Copyrighted Materials for which rights of use are provided by this Agreement; and

(e) it has the capability to discharge effectively its obligations hereunder so as to preserve and enhance ACE of America's goodwill in the Marks and Copyrighted Materials.

3.4 Non-Exclusivity. Each of ACE of America and Affiliate shall at all times, without limitation, be free itself to use its own Marks and Copyrighted Materials or its Affiliate Marks and Copyrights, as the case may be, in the state in which the Affiliate was incorporated or elsewhere.

3.5 Title, Protection of Rights, and Indemnification.

(a) ACE of America Marks and Copyrighted Materials.

(i) The Affiliate recognizes the great value of the goodwill associated with the Marks and Copyrighted Materials and acknowledges that such Marks and Copyrighted Materials and all rights therein and goodwill pertaining thereto, belong and shall continue to belong exclusively to ACE of America. The Affiliate further agrees that it shall not at any time acquire any rights in the Marks and/or Copyrighted Materials by virtue of its exercise of the rights of use granted under this Agreement.

(ii) The Affiliate agrees that it will not during the term of this Agreement, or thereafter, attack the right, title or interest of ACE of America in and to the Marks and/or Copyrighted Materials.

(iii) ACE of America agrees to indemnify the Affiliate and undertakes to hold it harmless against any damages incurred in connection with any copyright, trademark, trade secret or unfair competition claims or suits brought by a third party

against Affiliate arising solely out of the use by the Affiliate of the Marks and/or Copyrighted Materials, provided that written notice is given to ACE of America of any such claim or suit within seven (7) business days of the Affiliate's first notice thereof. ACE of America shall undertake and conduct a defense of any suit so brought, and shall have sole discretion with regard to any settlement of any such suit or claim, provided any such settlement may not include injunctive relief against the Affiliate without the Affiliate's consent. If the Affiliate alters the Marks and/or Copyrighted Materials and such alteration gives rise to any suit against ACE of America arising out of copyright, trademark, trade secret or unfair competition claims, the Affiliate agrees to indemnify ACE of America and hold it harmless against any damages incurred in connection with such use, provided that written notice is given to the Affiliate of any such claim or suit within seven (7) business days of ACE of America's first notice thereof. The Affiliate shall undertake and conduct a defense of any suit so brought, and shall have sole discretion with regard to any settlement of any such suit or claim, provided any such settlement may not include injunctive relief against the ACE of America without ACE of America's consent.

(iv) The Affiliate agrees to assist ACE of America to the extent necessary to protect any of ACE of America's rights to the Marks and/or Copyrighted Materials, and ACE of America, if it so desires, may commence or prosecute any claims or suits in its own name or the name of the Affiliate, or name the Affiliate as a party thereto. The Affiliate shall give written notice to ACE of America of any infringements, imitations, misappropriation, or misuse by others of the Marks and/or Copyrighted Materials ("Infringements") which may come to the Affiliate's attention within seven (7) business days of the Affiliate's first notice thereof, and ACE of America shall have the sole right to determine whether any action shall be taken on account of any such Infringements, and to institute and control any suit or take any action which it feels is necessary. The Affiliate shall not institute any suit or take any action on account of any Infringements without first obtaining the written consent of ACE of America.

(b) Affiliate Marks and Copyrights.

(i) ACE of America recognizes the great value of the goodwill associated with the Affiliate Marks and Copyrights and acknowledges that such Affiliate Marks and Copyrights and all rights therein and goodwill pertaining thereto, belong and shall continue to belong exclusively to Affiliate. ACE of America further agrees that it shall not at any time acquire any rights in the Affiliate Marks and Copyrights by virtue of its exercise of the rights of use granted under this Agreement.

(ii) ACE of America agrees that it will not during the term of this Agreement, or thereafter, attack the right, title or interest of Affiliate in and to the Affiliate Marks and Copyrights.

(iii) Affiliate agrees to indemnify ACE of America and undertakes to hold it harmless against any damages incurred in connection with any copyright, trademark, trade secret or unfair competition claims or suits brought by a third party against ACE of America arising solely out of the use by ACE of America or one of its affiliates of the Affiliate Marks and Copyrights, provided that written notice is given to

Affiliate of any such claim or suit within seven (7) business days of ACE of America's first notice thereof. Affiliate shall undertake and conduct a defense of any suit so brought, and shall have sole discretion with regard to any settlement of any such suit or claim, provided any such settlement may not include injunctive relief against ACE of America without ACE of America's consent. If ACE of America or one its affiliates alters the Affiliate Marks and Copyrights and such alteration gives rise to any suit against Affiliate arising out of copyright, trademark, trade secret or unfair competition claims, ACE of America agrees to indemnify Affiliate and hold it harmless against any damages incurred in connection with such use, provided that written notice is given to ACE of America of any such claim or suit within seven (7) business days of Affiliate's first notice thereof. ACE of America shall undertake and conduct a defense of any suit so brought, and shall have sole discretion with regard to any settlement of any such suit or claim, provided any such settlement may not include injunctive relief against Affiliate without Affiliate's consent.

(iv) ACE of America agrees to assist Affiliate to the extent necessary to protect any of Affiliate's rights to the Affiliate Marks and Copyrights, and Affiliate, if it so desires, may commence or prosecute any claims or suits in its own name, or name the ACE of America as a party thereto. ACE of America shall give written notice to Affiliate of any infringements, imitations, misappropriation, or misuse by others of the Affiliate Marks and Copyrights ("Affiliate Infringements") which may come to ACE of America's attention within seven (7) business days of ACE of America's first notice thereof, and Affiliate shall have the sole right to determine whether any action shall be taken on account of any such Affiliate Infringements, and to institute and control any suit or take any action which it feels is necessary. ACE of America shall not institute any suit or take any action on account of any Affiliate Infringements without first obtaining the written consent of Affiliate.

ARTICLE IV

TERMINATION

4.1 Termination of Affiliate's Affiliation. If ACE of America determines, in its sole discretion, that Affiliate has violated or is violating any of the governing provisions of this Agreement, the Affiliate's certificate of incorporation or the Affiliate's bylaws, and Affiliate fails to cure such violation to ACE of America's satisfaction within thirty (30) days after receipt of notice of such violation, then ACE of America, in its sole discretion, may terminate this Agreement, thereby terminating that Affiliate's affiliation with the ACE of America, terminating the Affiliate's right to use the Marks, Copyrighted Materials and Programs, and requiring that the Affiliate change its name by amending its certificate of incorporation and taking any and all other appropriate actions to effectuate such name change. It is understood and agreed by the Affiliate that if its affiliation with the ACE Mentor Program is terminated, its rights under this Agreement will cease forthwith, including without limitation, the right to use the Marks and Copyrighted Materials, and the Affiliate shall cease any and all participation in, administration of and activities in connection with the ACE Mentor Program.

4.2 Causes For Termination and Revocation. While the Affiliation is normally approved on a perpetual basis, as stated in Section 4.1 of this Agreement, ACE of America may terminate an Affiliation in its sole discretion. The following list, although not exclusive and in no way limiting the discretion of ACE of America to terminate an Affiliation, illustrates some possible reasons for termination:

(a) the Affiliate's failure to reasonably achieve the ACE Mentor Program Goals and/or to operate the Affiliate's Program (as such term is defined in Exhibit A to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion) in a manner consistent with the quality, standards, procedures and materials which are part of the established ACE Mentor Program;

(b) the Affiliate's failure to make all the necessary federal, state and local registrations and filings required by a charitable, educational, nonprofit and tax-exempt (under Section 501(c)(3)) corporation, including, without limitation, as applicable, those registrations and filings set forth in the Checklist attached hereto as Exhibit B to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion;

(c) the Affiliate's failure to adhere to the terms of this Agreement or the reporting, programming administrative, financial and compliance requirements set forth on Exhibit C to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion, of the ACE Mentor Program;

(d) the Affiliate's failure to finance itself properly to the point where the indebtedness reflects unfavorably upon the ACE Mentor Program and/or any other ACE of America affiliates, as determined by ACE of America in its sole discretion; and

(e) any attack on the right, title or interest of ACE of America in and to the Marks or Copyrighted Materials by the Affiliate.

4.3 Effect of Termination on License. In connection with the licenses granted under Section 3.1 of this Agreement, upon and after the termination of an Affiliation:

(a) all rights granted to the Affiliate and/of ACE of America pursuant to Section 3.1 of this Agreement, as the case may be, shall immediately revert to their respective owners, which shall be free to license to other parties the right to use the Marks, Copyrighted Materials and/or Affiliate Marks and Copyrights, as the case may be; and

(b) the Affiliate and/or ACE of America, as the case may be, shall immediately discontinue all uses of the Marks and/or Copyrighted Materials, or the Affiliate Marks and Copyrights, as the case may be, and the Affiliate shall promptly change its corporate name to eliminate the use of any Marks and/or Copyrighted Materials in such name.

4.4 Curtailement or Dissolution.

(a) Notice. If at any time Affiliate anticipates the curtailement or dissolution of its ACE Mentor Program, it shall send a written notice to ACE of America immediately, but in any event at least forty-five (45) days before the contemplated termination of such Affiliate's

ACE Mentor Program activities, seeking ACE of America's consent to same, which consent shall not be unreasonably withheld.

(b) Winding Up; Return of Materials; Conveyance of Net Assets. Unless otherwise notified by ACE of America, upon the dissolution of Affiliate or the termination of this Affiliation Agreement, the Affiliate shall promptly:

- (i) wind up its affairs;
- (ii) return any remaining ACE Mentor Program materials to ACE of America; and
- (iii) to the extent permitted by law, convey all of its net assets to ACE of America or to an affiliate of ACE of America designated by ACE of America.

ARTICLE V

REPORTING REQUIREMENTS

5.1 Reporting and Compliance Requirements. Affiliate agrees to comply with the Reporting and Compliance Requirements set forth in Exhibit C to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion.

5.2 Additional Information. The Affiliate agrees to fully participate in any surveys, questionnaires or other information gathering projects that may be conducted by ACE of America from time to time for purpose of developing, evaluating and revising the ACE Mentor Program. Any information gathered may be used by ACE of America to maintain records as a source for ACE Mentor Program statistical data.

5.3 Privacy Statement. Material and information received by the ACE Mentor Program of America and any of its Affiliates is not shared, sold, or otherwise disseminated to other parties, except as approved by those involved or by law.

ARTICLE VI

AMENDMENTS

6.1 Except for such sections of, and exhibits to, this Agreement as may, by their terms, be amended by ACE of America from time to time, this Agreement may not be amended except with the consent of all of the parties. All amendments made in accordance with this Article VI shall be evidenced by a writing executed by all of the parties.

ARTICLE VII

ASSIGNABILITY OF AGREEMENT

7.1 This Agreement may not be assigned by Affiliate, whether to a third-party or another affiliate, and Affiliate may not delegate its duties hereunder without the prior written consent of ACE of America. The provisions hereof shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices. All notices required to be given hereunder shall be given in writing, signed by the party giving said notice or by its attorney or other agent, and shall be hand-delivered against receipt or sent by certified mail, return receipt requested, or by a recognized overnight mail delivery service providing receipt against delivery, to the persons at the addresses listed below, and shall be deemed effective upon the earlier of receipt or forty-eight (48) hours after delivery.

ACE Mentor Program of America, Inc.:	400 Main Street Suite 711 Stamford, CT 06901 Attn: President
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[Affiliate Name]:	[Address]
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Any party may change the address at which to send notices by notifying the other party of such change of address in writing in accordance with the foregoing.

8.2 Captions. The titles of headings to the paragraphs of this Agreement are not a part hereof and shall have no effect on the construction or interpretation of any of the terms and provisions contained herein.

8.3 Washington, DC Law. This Agreement and all rights, duties and obligations hereunder shall be construed and interpreted in accordance with the internal laws (not the choice of law) of the District of Columbia. Each party hereto agrees to accept and submit to the jurisdiction of the courts of the District of Columbia.

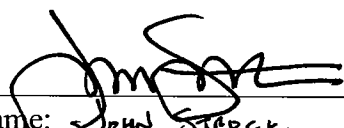
8.4 Arbitration. Any controversy or claim arising out of or related to this Affiliation Agreement or the formation, breach or interpretation hereof, will be settled by arbitration before a panel of three (3) arbitrators in the District of Columbia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Decisions by the arbitrators shall be final and binding and judgment upon the award rendered by the arbitrators may be entered and enforced in any court having jurisdiction thereof. Any and all expenses of the party prevailing

in the arbitration shall be reimbursed to the prevailing party by the non-prevailing party, and such payment obligation shall be enforceable as part of any such judgment.

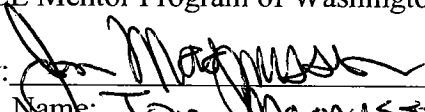
8.5 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and its respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person, other than any person entitled to indemnity hereunder.

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

ACE Mentor Program of America, Inc.

By: 
Name: JOHN STOCK
Title: VICE PRESIDENT OF OPERATIONS

ACE Mentor Program of Washington, Inc.

By: 
Name: Jon Magnusson
Title: President

SCHEDULE I

Affiliate Name: ACE Mentor Program of Washington, Inc.

Affiliate Territory: State of Washington

Chapter Territory: State of Washington

EXHIBIT A

ACE MENTOR PROGRAM GOALS

The following is a list of goals that every ACE Mentor Program (“Program”) should strive to achieve:

1. Be guided by the mission of the program: to enlighten and motivate students toward architecture, construction, engineering, and related careers; and to provide mentoring and scholarship opportunities for future designers and constructors.
2. Create teams comprised of mentor professionals from the fields of architecture, construction management, engineering and construction-related occupations, and students from public and private high schools.
3. Each team should strive to have an “owner” that serves as the team’s client.
4. Hold approximately fifteen meetings during the year with students and mentors to introduce and familiarize the students with the mentors’ professional work.
5. Work towards completion of a team project. The project should be realistic and capable of completion within the timeframe of the scheduled team meetings.
6. A “final Presentation” event should be the Program’s culminating activity.
7. Organize and hold a “college night” where students have the opportunity to learn more about the participating colleges, admissions requirements and financial aid opportunities.
8. Organize “field trips” during which students will have the opportunity for “hands-on” contact with work traditionally done by an architect, construction manager, or engineer.
9. Hold scholarship fund-raiser event (e.g., breakfast, luncheon, golf outings, etc.) to provide resources for a scholarship program. Provide students with the opportunity to apply for a scholarship and a committee of mentors should review the scholarship applications and select the scholarship winners.
10. Take attendance at each team meeting and make a reasonable effort to contact absent students and encourage them to continue participating in the Program.
11. Wherever possible, offer students the opportunity to participate in internship programs that the participating firms may have.
12. Keep track of graduates of the Program in order to assist students as they progress toward their goals of becoming architects, construction managers or engineers.

EXHIBIT B

CHECKLIST¹¹

A. Incorporation

1. **Certificate of Incorporation and Bylaws.** The Affiliate shall incorporate as a nonprofit corporation under the laws of the state where it will operate, by filing a Certificate of Incorporation (or other similar document) as may be required by such laws. In addition, the Affiliate's board of directors/trustees shall adopt Bylaws governing its operation. The Affiliate shall use the sample documents provided by ACE of America as a model for drafting these documents, with modifications as required under the applicable state's laws.
2. **Organizational Resolutions.** The Affiliate's Board shall adopt Organizational Resolutions, including election of officers and adoption of a June 30 fiscal year end.
3. **Corporate Record Keeping.** The Affiliate shall adopt a corporate record keeping system, including maintenance of a corporate record book.

B. Federal Filing Requirements

1. **Tax Exemption Under IRC Section 501(c)(3) – Group Exemption.** ACE of America has obtain a Group Exemption Letter from the IRS under which a determination is issued to ACE of America recognizing on a group basis the Affiliate's exemption from federal income tax under IRC Section 501(c). By participating in the Group Exemption Letter, the Affiliate does not have to file a separate Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
 - a. In order for ACE of America to comply with the IRS requirements for the Affiliate to be included in the Group Exemption, the Affiliate shall provide ACE of America with the following:
 - (1) A copy of the fully executed Affiliation Agreement between the Affiliate and ACE of America;
 - (2) A copy of the Organizational Resolutions adopting the June 30 fiscal year end;
 - (3) A detailed description of its purpose and activities, (including the sources of receipts and the nature of expenditures) along with an officer's affirmation of same;

¹ Affiliates shall comply with all federal and state registration and filing requirements applicable to charitable and educational nonprofit corporation tax-exempt under Internal Revenue Code Section 501(c)(3). What follows is a list of items believed to be a starting point in this regard but it is an Affiliate's responsibility to determine all of the requirements applicable to it and to comply with them.

- (4) A copy of its Certificate of Incorporation as filed, and Bylaws, as adopted;
 - (5) A signed statement that the Affiliate agrees to be included in the group exemption; and
 - (6) The Affiliate's mailing address and EIN.
2. **Form SS-4, Application for Employer Identification Number.** The Affiliate shall obtain a federal Employer Identification Number (EIN) by completing and filing a Form SS-4, Application for Employer Identification Number, with the IRS.
3. **Form 990, Return of Organization Exempt From Income Tax.**
 - a. **Due Date:** The Affiliate shall complete and file Form 990 with the IRS no later than December 15 (the 15th day of the 5th month after the Affiliate's fiscal year ends), or if an extension of time to file has been obtained, by such extended date approved by the IRS.
 - b. The Affiliate shall send a copy of its Form 990 to ACE of America within 30 days of filing such form with the IRS.
4. **Employment Tax Forms.** If the Affiliate has "employees" it shall file the required federal employment tax forms, e.g. Forms 941, W-2, W-3, and W-2P, if applicable, by the appropriate deadline.
5. **Form 1099-MISC.**
 - a. The Affiliate shall file a Form 1099-MISC, Miscellaneous Income, with the IRS for each person to whom the Affiliate has paid at least \$600 in income. Note: A Form 1099-MISC must also be filed for each person from whom the Affiliate has withheld any Federal income tax under the backup withholding rules regardless of the amount of the payment.
 - b. **Due Date:** Form 1099-MISC must be furnished to the recipient of such forms no later than January 31 of each year for the prior calendar year. Form 1099-MISC must be filed with the IRS no later than February 28 of each year for the prior calendar year.

C. State and Local Filing Requirements

1. **Charities Fund Raising Registration and Annual Filing.** The Affiliate should determine whether its state's laws require it to register and/or file forms because it is "charitable" and/or conducts fund raising activities, e.g. with the state's Attorney General's Office, and if so, comply with such requirements.

2. **State Tax Registration and Annual Filings.**
 - a. The Affiliate should determine whether its state's laws require it to file forms in order to obtain sales tax exemption, and if so, comply with such requirements.
 - b. The Affiliate should determine whether its state's laws contain an annual tax return filing requirement, and if so, comply with such requirements.
3. **Annual Report Filing Form for Nonprofit Corporations.** The Affiliate should determine whether its state's laws require it to register and/or file forms as a nonprofit corporation, e.g. with the state's Secretary of State's office (or other state corporation recording office) to annually update its records with the state, and if so, comply with such requirements.
4. **Employment Forms.** If the Affiliate has "employees" it shall file the applicable required state employment-related forms, by the appropriate deadline.
5. **Real Property Tax Exemption.** If the Affiliate owns (or leases) real property, the Affiliate should determine whether it is entitled to a real property tax exemption, and should comply with all filing requirements in order to obtain and maintain such an exemption.

D. Other

1. Pursuant to IRC Section 6104(d), the Affiliate must make available for inspection by the general public copies of its three most recently filed Forms 990, and if filed, Forms 1023 and other related documents. In addition, the Affiliate is required to provide copies of such documents to anyone who requests them (and a "reason" is not required for making such request). The Affiliate, however, may exclude from these disclosures the list of contributors that is otherwise included as part of Form 990.
2. IRS Publication 1771 (Rev. 11-93) requires that the Affiliate provide receipts in certain circumstances to persons making charitable contributions to the Affiliate.

EXHIBIT C

REPORTING AND COMPLIANCE REQUIREMENTS

1. Tax Returns. The Affiliate shall send a copy of its annual federal Form 990, Return of Organization Exempt From Income Tax (or any successor federal tax form(s)), including all attachments, schedules and exhibits, to ACE of America no later than *thirty (30) days* after filing such form with the Internal Revenue Service.

2. Financial Reports. The Affiliate shall maintain adequate bookkeeping records, and send a copy of a financial report to ACE of America for each year no later than *thirty (30) days* following the end of its fiscal year; provided, however, in its first year of operation, Affiliate shall also send a financial report to ACE of America within *thirty (30) days* after the end of its first six (6) months of operations. If Affiliate has its financial statements audited, a copy of such audit report shall also be sent to ACE of America within *thirty (30) days* of completion of such audit.

3. Miscellaneous Information. At the close of each program year, Affiliate shall provide ACE of America with specific information regarding the Affiliate's ACE Mentor Program, such information will include the following:
 - (a) the number of students, teams, mentor firms and mentors involved;
 - (b) the number of and the names of each high school participating in the ACE Mentor Program;
 - (c) the breakdown of students by gender, ethnic background and year in high school;
 - (d) the names, affiliations, addresses and phone numbers for all mentors participating in the local ACE Mentor Program;
 - (e) the names of students who have completed the ACE Mentor Program;
 - (f) the names of university and colleges ACE Mentor Program students are attending;
 - (g) the names and addresses of organizations participating in the ACE Mentor Program;
 - (h) the names, address, contact information and affiliation of all Affiliate's trustee/directors and officers; and
 - (i) copies of new "best practices" materials used in conducting the ACE Mentor Program.

4. Certification. Upon ACE of America's reasonable request, but at least annually, Affiliate shall certify to ACE of America that Affiliate is in compliance with the reporting, programming, administrative, financial and compliance goals and requirements set forth in Exhibits A, B and C

to this Agreement, as same may be amended from time to time by ACE of America in its sole discretion.