

7/12/2021

Mr. Jeffery P. Bezos
c/o Mr. Paul Dauber

Dear Mr. Bezos:

The Smithsonian Institution is very grateful for your generous pledge of \$200 million in support of the National Air and Space Museum Transformation Campaign and a new learning center. The gift is currently envisioned to be used for the following purposes:

1. \$70 million will be directed to transform the National Air and Space Museum on the National Mall by connecting galleries, experiences, new spaces, and interactives through empowering technology.
 - a. \$30 million will support technology infrastructure in the new museum.
 - b. \$40 million will be designated to enhance the visitor experience through exhibit interactives.
2. \$130 million will be directed to design, build, and operate a new STEAM learning Center on the east side of the museum grounds to catalyze equitable cross-curricular and STEAM learning across the Smithsonian and the U.S. The funds will also support staff and programs, such as a science and technology innovation challenge and a program to empower educators.
 - a. \$80 million will be directed to support the building and outfitting of a state-of-the-art learning space.
 - b. \$10 million will establish an endowment to support the Center Director's position.
 - c. \$10 million will support Smithsonian-wide digital and education initiatives.
 - d. \$30 million will make possible the Bezos Science and Technology Innovation Challenge to engage middle and high school students and the Bezos Empowered Educators program to accelerate and expand integrated STEAM education programs nationally, starting locally in the DC metro region.

Following the announcement of the gift, we look forward to a 90-day planning process to explore a vision for the center and welcome you as well as other creative, trusted individuals of your choosing to be involved. We will provide you with periodic updates on programming and our efforts to design and construct the center, in a format to be mutually agreed upon.

It is your intent to fulfill this pledge over four years in equal annual payments of \$50,000,000 each. You intend to make your first payment no later than December 31, 2021, and by the end of each calendar year thereafter. You are free to accelerate any of these payments if you desire.

This pledge may be fulfilled via stock transfers to the Smithsonian Institution. The Smithsonian acknowledges and understands that the transfer of stock is subject to your compliance with any restrictions regarding open trading windows to which you may be subject.

We also understand that your pledge will be fulfilled based on the average of the high and low value of the stock on the day you submit the transfer request to your custodian. The Smithsonian agrees

that you will have fulfilled your obligation on the date the Smithsonian Institution takes control of stock with the pledged value as determined above, regardless of any change in value between the date your request is submitted to the custodian and when you relinquish control of the stock or the Smithsonian chooses to sell the stock. Our recognition of your gift, however, will be based on the average of the high and low value of the stock on the day that you relinquish control of the stock.

We confirm our common understanding that this is a binding pledge on you and your estate, and that the Smithsonian will make commitments in reliance on this pledge.

You acknowledge that this is a personal pledge, and that it will not be fulfilled in whole or in part by a private foundation, charitable remainder trust, or donor-advised fund.

In recognition of this transformational gift to the Smithsonian and the nation, and subject to the Smithsonian Board of Regents' approval, the Smithsonian will name the new STEAM learning center the "Bezos Learning Center" in your honor. The Smithsonian shall refer to the center by this name for a period of 50 years from when the facility opens, or until the facility's next renovation, whichever is later. The name of the center will be installed on the exterior façade of the facility on each side of the building facing Jefferson Avenue and Independence Avenue. The name will also be installed on the center's entrance inside the National Air and Space Museum. In the event the Smithsonian Board of Regents fails to approve the naming rights as set forth herein, this pledge agreement shall be void ab initio and you will not be required to fulfill any portion of this pledge.

Though construction on the facility will not be complete for some time, we will begin using the name immediately on programs and activities of the center. We will also use the names "Bezos Science and Innovation Challenge" and "Bezos Empowered Educators program" immediately and for as long as funds from this gift are available to support these efforts. The position of the center's director will be named the Bezos Learning Center Director, and the endowment that supports the post will also carry this name.

Your name (listed as "Jeff Bezos" unless you direct otherwise) will also be listed on the museum's donor walls and on the museum's media sculpture for donors who have given \$10 million or more, and in the Distinguished Benefactors Room in the Smithsonian Castle where our founder, James Smithson, and the Smithsonian's most generous donors are recognized.

Any press releases or other public disclosure by the Smithsonian about this gift (other than public disclosure required by law or the Smithsonian's record disclosure policy) will be coordinated by the Smithsonian and shall require prior written approval by you or your designee, while you are living.

We appreciate your understanding that while we are deeply grateful for your support of our mission, the Smithsonian maintains exclusive discretion to determine the contents of its programs and exhibitions and to interpret its mission.

For portions of this gift that will be directed to endowment, should it ever become impractical or impossible to use the fund income for the purposes described in this Agreement or a subsequent amendment, the income may be used in a manner that the Board of Regents determines will best accomplish the original intent. If this unlikely situation occurs during your lifetime, the Smithsonian



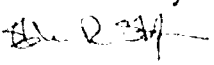
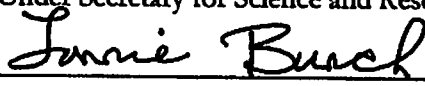
will consult with you to determine your preferences. Please note that endowments will be identified in Smithsonian records as a discrete and permanent fund. Spending rules determined by the Board of Regents will determine the annual income available for expenditure. Consistent with the best non-profit accounting and investment practices, the assets of all Smithsonian endowments are commingled for investment purposes and managed in accord with the investment goals, objectives, and policies of the Smithsonian.

The Smithsonian, as a public institution, will not treat this Agreement or its contents as confidential information. The Agreement and its contents will be released if requested by organizations or individuals who make such a request in a manner consistent with Smithsonian policy or applicable law. Should the Smithsonian receive such a request for information, you will be notified of this request.

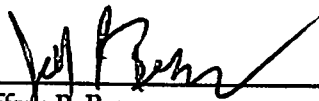
This Agreement constitutes our full, mutual understanding concerning this gift. Interpretation of this Agreement is subject to federal law and the laws of the District of Columbia. Should modification of this agreement be necessary, any amendment shall be made and signed by both parties. We intend, by accepting this gift, to create a philanthropic relationship. The signatures below indicate that these understandings and commitments are accepted by all parties.

We are very deeply grateful to you for your generous and transformational support. Thank you.

SIGNED FOR THE SMITHSONIAN:

	7/13/21
Christopher Browne Acting Director National Air and Space Museum	Date
	July 13, 2021
Robert J. Spiller Assistant Secretary for Advancement	Date
	July 13, 2021
Ellen R. Stofan, Ph.D. Under Secretary for Science and Research	Date
	July 13, 2021
Lonnie G. Bunch III Secretary	Date

ACKNOWLEDGED AND AGREED:

	July 12, 2021
Jeffrey P. Bezos	Date