

Military Aviation Preservation Society Air Museum Super Sabre Memorial Exhibit Agreement

THIS AGREEMENT made and concluded at the Akron-Canton Airport on this 3 day of JANUARY, 2017, by and between MILITARY AVIATION PRESERVATION SOCIETY AIR MUSEUM (which operates the MAPS AIR MUSEUM), a nonprofit Ohio corporation located at the Akron-Canton Airport, Summit County, Ohio; and FRIENDS of SUPER SABRE (FSS), a nonprofit 501(c)(3) corporation, incorporated in the state of Ohio and SUPER SABRE SOCIETY (SSS), a nonprofit 501(C)(19) corporation incorporated in the state of Utah, in consideration of the following promises and the provisions of this Agreement set forth herein below, the Parties hereto agree as follows:

1. Scope of the Agreement

The FSS and SSS, currently have various displays, artifacts, and additional items owned by members of FSS and SSS. It is planned that such displays, artifacts, and additional memorabilia (hereinafter FSS and SSS Memorabilia) owned by FSS and SSS members may be donated and moved from their current location to MAPS AIR MUSEUM; and, when such items are moved, that they be placed available for display in MAPS AIR MUSEUM in an area at the MAPS Museum to be selected by MAPS for the purpose of supporting the long term goal of preserving the history and legacy of the F-100 Super Sabre and those who flew it and served with it. FSS and SSS will provide financial support at the discretion of each organization in order to establish this section for the display of the FSS and SSS materials in an appropriate area of MAPS AIR MUSEUM. The configuration and size of the display room called the "Super Sabre Memorial Exhibit" (hereafter "SSME"), for this Memorabilia shall be subject to approval by MAPS and FSS and SSS. It is intended that this Agreement cover the following:

- 1.1 The display of FSS and SSS Memorabilia in the SSME
- 1.2 The rights of possession accompanying FSS and SSS Memorabilia transferred to MAPS AIR MUSEUM
- 1.3 The distribution of FSS and SSS Memorabilia upon any dissolution of MAPS AIR MUSEUM
- 1.4 Other such terms as may be necessary in relation to the above.

2. FSS and SSS Memorabilia Inventory

- 2.1 All FSS and SSS Memorabilia transferred to MAPS AIR MUSEUM will be identified, inventoried, photographed, and categorized, so as to document their condition, and for promotional purposes. MAPS AIR MUSEUM shall provide digital copies of all such photographs to FSS and SSS.
- 2.2 FSS, SSS and MAPS AIR MUSEUM will develop a listing of significant events that occurred during the lifecycle of the Super Sabre. This list will become the focus of the displays.
- 2.3 Once the listing of displays has been created, FSS and SSS will communicate a request to their members for artifacts that will support the creation of the displays.
- 2.4 MAPS AIR MUSEUM, FSS and SSS, shall each designate a liaison to interact with each other for purposes of this Agreement. FSS and SSS Designated liaisons will provide feedback as to the artifacts available to create each display. Requests for artifacts will be limited to those that will be included in the display.
- 2.5 The intent is to avoid creating a large inventory of items that require storage and not placed on display.

3. Categories of Transfer of FSS and SSS Memorabilia

- 3.1 All FSS and SSS Memorabilia shall be designated with respect to the right of possession of each item as to FSS and SSS Owned, On-Loan or Special Situation.
- 3.2 FSS and SSS Owned – All FSS and SSS Memorabilia designated as Owned by FSS or SSS shall be transferred completely to MAPS AIR MUSEUM, and ultimate disposition is at the discretion of MAPS AIR MUSEUM, for display in the SSME.
- 3.3 FSS and SSS On-Loan Memorabilia – All FSS and SSS Memorabilia designated as On-Loan to the FSS and SSS shall be transferred with restrictions and terms under which such Memorabilia were given to the FSS and SSS by the party or parties (the “Lender”) donating the Memorabilia. Those items which are so identified will be On-Loan to MAPS AIR MUSEUM, and ultimate disposition is at the discretion of the Lender. During the transfer from the Lender to MAPS the Lender’s name along with contact information must be provided to MAPS AIR MUSEUM.

- 3.4 Special Situation - If special ownership conditions exist with respect to any FSS and SSS Memorabilia, such conditions will be specifically documented and the Memorabilia marked to insure that compliance will be met as to all conditions.
- 3.5 Future Items – All FSS and SSS Memorabilia transferred to MAPS AIR MUSEUM will be transferred to MAPS AIR MUSEUM in accordance with the terms of this paragraph.

4. The SSME Physical Arrangement

- 4.1 Location - The displaying location of the FSS and SSS Memorabilia and displays will be on the 2nd floor of the hangar in a northwest room.
- 4.2 Cabinets & Wall Units - MAPS AIR MUSEUM agrees to use funds provided by FSS and SSS to purchase and install the display cabinets and wall units for this room.

5. Visitation

- 5.1 Access to the SSME will be included in MAPS AIR MUSEUM normal tour and require the same admission fees to be paid prior to visitation.
- 5.2 MAPS AIR MUSEUM is a Blue Star Museum and waives admission fees for active duty military personnel and their families.
- 5.3 All Gold Star Families will be admitted without an admission fee in order to view the fallen feather display.

6. Marketing

- 6.1 MAPS Air Museum's brand will continue to be on all marketing materials. This includes all signage, brochures, and educational materials.
- 6.2 When appropriate, the use of the SSME name will be included in the marketing materials if the event is in conjunction with fundraising for the SSME.
- 6.3 FSS and SSS Recognition - MAPS AIR MUSEUM will recognize contributions when appropriate on their website and quarterly newsletter.
- 6.4 MAPS AIR MUSEUM will attempt to share unused items with other museums in the interest of preserving the legacy of the F-100 and those who flew it and served with it, subject to approval from SSS and FSS.

7. Financial

- 7.1 Initial Contribution - \$10,000 has been provided from FSS to support the renovation of the FSS and SSS Room which will create the basis for all displays and artifacts.
- 7.2 Continual Contribution – FSS and SSS will provide financial support at the discretion of FSS and SSS and in coordination with MAPS AIR MUSEUM with the purpose defined during the funds transfer.
- 7.3 Insurance. – MAPS AIR MUSEUM agrees to provide an extended insurance policy covering loss or damage to the Memorabilia while such Memorabilia is in the possession of MAPS AIR MUSEUM and in transit to and from MAPS AIR MUSEUM. The policy must be with a company satisfactory to FSS and SSS, and naming FSS and SSS as additionally insured and shall be primary and non-contributory to any other coverage that may be available to FSS and SSS and contain a waiver of subrogation in favor of FSS and SSS. MAPS AIR MUSEUM shall provide FSS and SSS with an Additional Insured Endorsement evidencing the above policies.

8. Liquidation or Dissolution of MAPS AIR MUSEUM Plan

8.1 Aircraft

- 8.1.1. MAPS AIR MUSEUM Owned - Aircraft will be made available for sale.
- 8.1.2 USAF, US Navy, US Army, ONG Owned - Aircraft will be made available for transfer at new location's expense.
- 8.1.3 Privately owned by an organization - Aircraft must be picked up by the owner
- 8.1.4 Individual owned - Aircraft must be picked up by the owner

8.2 Artifacts

- 8.2.1 MAPS AIR MUSEUM Owned (includes SSME) - May be repositioned by MAPS AIR MUSEUM with any excess going to another 501(c)(3) not for profit museum.
- 8.2.2 Loan or Special Situation (FSS and SSS Memorabilia) - Will be returned to the party identified in the documentation of the donor.

9. MAPS AIR MUSEUM Endowment

- 9.1 Interest - may be used for liquidation liabilities
- 9.2 Principle - must be transferred to another like museum 501(c)(3)

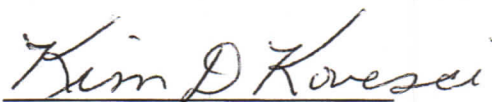
10. Miscellaneous

- 10.1 This Agreement represents the entire understanding of the parties as related to FSS and SSS artifacts, and there are no other oral agreements that have not been merged in to this writing. Other agreements between FSS and SSS are not superseded.
- 10.2 Each party agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.
- 10.3 Any dispute which arises between the parties shall be resolved by mediation and if necessary, arbitration under the laws of Ohio. If there is any arbitration by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration, as determined by the arbitrator, shall pay to the successful party, as determined by the arbitrator, all costs and expenses, including without limitation, attorneys' fees and costs, incurred by the successful party, such costs and expenses to be determined by the arbitrator sitting without a jury.
- 10.4 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- 10.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A faxed signature by either of the parties on this Agreement will be deemed an original signature, and will be fully binding upon such party.
- 10.6 This Agreement, and all disputes related to or in connection with this Agreement, shall be governed by, and construed in accordance with, the laws of the state of Ohio, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Ohio and agree that venue shall be in such courts in Ohio.

Signature Page

IN WITNESS WHEREOF, the Parties hereto by and through their authorized representatives named below have signed duplicate copies hereof at MAPS AIR MUSEUM Headquarters at the Akron-Canton Airport on this 3 day of JANUARY, 2017.

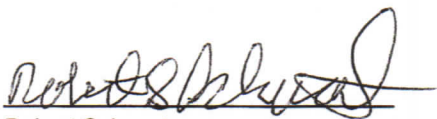
Military Aviation Preservation Society Air Museum (MAPS):



Kim D. Kovesci
Executive Director
MAPS Air Museum

1/3/17

Date

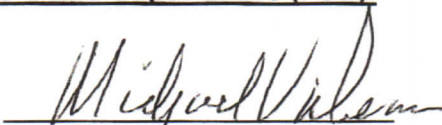


Robert Schwartz
Chairman, Board of Directors
MAPS Air Museum

1-3-17

Date

Friends of the Super Sabre (FSS):



Michael V. Dean
Chief Operating Officer
Friends of the Super Sabre

1/3/17

Date

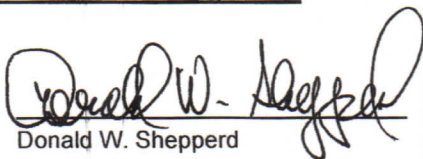


Robert W. Weston
Chief Information Officer
Friends of the Super Sabre

1/9/17

Date

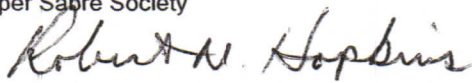
Super Sabre Society (SSS):



Donald W. Shepperd
President
Super Sabre Society

1/10/17

Date



Robert N. Hopkins
Chief Executive Officer
Super Sabre Society

1/15/17

Date