LETTER OF AGREEMENT BETWEEN THE EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. AND THE EAA ANTIQUE AND CLASSIC DIVISION, INC., THE INTERNATIONAL AEROBATIC CLUB, INC. AND THE WARBIRDS OF AMERICA, INC.

The following constitutes a Letter of Agreement between the EXPERIMENTAL AIRCRAFT ASSOCIATION, INC., a nonprofit, nonstock Wisconsin corporation (EAA) and its three divisions known as the EAA Antique and Classic Division, Inc., the International Aerobatic Club, Inc. and the Warbirds of America, Inc. (divisions).

Section I – Purpose: This Letter of Agreement is intended to define the relationship between EAA and its divisions and to establish the rights, responsibilities and obligations of each to each other. EAA's divisions are the EAA Antique and Classic Division, Inc., the International Aerobatic Club, Inc., and the Warbirds of America, Inc.

Section II – Definition: "Division" shall mean the relationship created by this Letter of Agreement. All EAA divisions were created by EAA in order to satisfy the needs and desires of members who wish to specialize in or focus their attention upon a particular aspect of aviation. The general policies and procedures of each division shall be determined by its own Board of Directors, provided that such policies and procedures shall be consistent at all times with the policies and procedures for EAA divisions as determined by the EAA Board of Directors. Once established and implemented, this Letter of Agreement may be terminated as to any division by the sconsent of a majority of the EAA Board of Directors and a two-thirds meeting, or a special meeting called for that purpose, in person or represented by proxy.

Section III – Identification: At all times, each division must clearly identify itself as a division of the EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. On all stationary, in all publications, brochures and publicity releases, the division must be identified by an accompanying statement to the effect that, the organization is a "division of the EXPERIMENTAL AIRCRAFT ASSOCIATION, INC." The word "EAA" or EAA's logo must be prominently displayed on all letterheads, logos, promotional materials, etc. No substantial changes will be permitted in logos, symbols, letterheads, etc., without the express written permission of the EAA Board of Directors or the EAA Executive Committee.

Section IV – Independence: Other than the matters set forth in this Agreement, the EAA divisions shall act as independent organizations and

corporations under Wisconsin law.

Section V -Board of Directors: The President of each EAA division shall serve on the Board of Directors of the EAA. The EAA Board may appoint a representative to serve on the Board of each of the EAA divisions.

Section VI – Minutes of the Division Meetings: Minutes of the meetings of the division Board of Directors or division general membership shall be sent to the President of EAA, the Senior Vice President of EAA, and the EAA Controller within a reasonable time of any such meeting.

Section VII – Financial Reports: Eaa shall promptly provide its divisions with whatever accounting services that may be deemed necessary and appropriate.

Section VIII – Policies and Philosophies: EAA shall assist and promote each of its divisions, and each of EAA's divisions shall assist and promote EAA. The divisions shall work with EAA and not be in conflict with EAA policies.

Section IX – Fiscal Responsibility: Each party is entirely responsible for its own debts or liabilities.

Any EAA division may be disbanded by mutual agreement of the EAA Board of Directors and the division Board of Directors. If a division is disbanded, all funds, assets and properties owned by the division shall revert to the EAA Aviation Foundation, Inc. An EAA division may not sever its relationship with EAA without the express written consent of the EAA Board of Directors and without a vote of two-thirds majority of the division members present at the division annual meeting, or a special meeting called for that purpose, in person or represented by proxy.

Section X – Insurance: The EAA shall have the authority to obtain general liability insurance, officers and directors liability insurance, and any other types of insurance that it shall see fit to obtain from time to time for the protection of EAA and each of its divisions. EAA shall be allowed to charge the divisions for their fair share of the premiums for such insurance. The EAA, after consulting with any of its divisions, may decide from time to time that it is more beneficial for that division to obtain such insurance separately. In that event, EAA shall be named as an additional insured on all such policies. The parties hereto acknowledge that there is a substantial liability exposure on the part of

both parties because of activities which are engaged in by both parties. Therefore, every effort must be made to cover that liability exposure with adequate insurance. Copies of any and all insurance policies must be filed with the EAA Insurance Coordinator at EAA Headquarters.

Section XI – Affiliation: A division may not affiliate itself with any other organization without the written permission of the EAA Board of Directors or the

EAA Executive Committee. Under no circumstances shall any EAA division co-mingle its assets with a non-EAA organization without the written permission of the EAA Board of Directors or the EAA Executive Committee. Under no circumstances will any division enter into any agreements with non-EAA organizations outside of the policies established by the EAA Board of Directors. If the EAA Board of Directors or the EAA Executive Committee shall allow a division by issuing its written permission to affiliate itself or co-mingle its assets with a non-EAA organization, it shall still be understood that in the event that the EAA policies as established from time to time conflict with the policies of such affiliated organization, the policies of the EAA shall be first and foremost and shall control in every situation.

Section XII – Fund Raising: Any fund raising activities with the divisions or their affiliated organization (as approved by the EAA Board of Directors) must comply with the policies of the EAA and the EAA Aviation Foundation, Inc. No fund raising can be undertaken without the written permission of the EAA Board of Directors or the EAA Executive Committee.

Section XIII – Administrative Services: The EAA shall provide such administrative services as the EAA divisions might need from time to time. The EAA shall be allowed to charge its divisions for the cost of such services. The services herein referred to are to include but shall not be limited to the following: Business services, preparation of checks and deposits, maintenance of membership lists, preparation and mailing of statements for membership dues, preparation of financial statements, purchasing of merchandise, sale of merchandise, inventory and warehousing of merchandise, purchase and housing of office furniture and equipment, publication services or newsletters or magazines or public relations, or any other such activities agreed to by the EAA and its divisions from time to time. Except for letterhead stationery which is paid for by the division, the EAA shall provide the division with general office supplies at no expense to the division. EAA shall not charge the division for the efforts of its executives, the use of its buildings, or the normal services of its computer operations (except for special programming.)

In order to assist and encourage the divisions to utilize the EAA Aviation Center, EAA shall, without charge, serve the divisions by making appropriate meeting arrangements at the Aviation Center, providing motel and travel arrangements if necessary and the use, without charge, of general office supplies and copying machines. Unless previously agreed to by the EAA Board of Directors or the EAA Executive Committee, the cost of the actual lodging or travel shall be borne by the appropriate division. If requested by the division, EAA shall also make arrangements with appropriate caterers; however, the division will be charged for the actual catering activities.

Section XIV – Employees: EAA divisions shall not hire any employees without consulting with EAA. It is the intention of the agreeing parties that if any employees hired use EAA Aviation facilities for office space, then they will be regular EAA employees, and the parties hereto would work out an agreement as to

the supervision, direction, location and control of such employees.

Section XV – Participation In the EAA Convention: It is expected that each EAA division shall fully participate in each annual EAA International Fly-in and Convention and other EAA activities deemed appropriate by the EAA Board of Directors.

Section XVI – Dues: No EAA division shall be required to pay dues to the EAA.

Section XVII – Membership: Each EAA division member must be a member in good standing of the EAA.

Section XVIII – Amendment: This Agreement may be amended, as to any division, at any time with the approval of the Board of Directors of EAA and such division.

ACCEPTED FOR EXPERIMENTAL AIRCRAFT ASSOCIATION, INC., BY:

signed PAUL POBEREZNY
President

5-9-87
Date

ACCEPTED FOR EAA ANTIQUE AND CLASSIC DIVISION, INC., BY:

signed M.C. "Kelly" Viets Vice President

May 2, 1987 Date

ACCEPTED FOR INTERNATIONAL AEROBATIC CLUB, INC., BY:

signed Michael Heuer President

4/11/87 Date

ACCEPTED BY WARBIRDS OF AMERICA, INC., BY:

signed John T. Baugh
President

April 6, 1987 Date