

CO-OPERATIVE PARTNERSHIP AGREEMENT

This Co-operative Partnership Agreement (the "Agreement") is entered into this 9th day of September 2014

BETWEEN:

The Royal Canadian Air Force Association Trust Fund Board of Trustees

(the "Board")

– and –

Humanitarian Operations Project Leader Mr. Michael Blais

(collectively referred to as the "Parties")

RECITALS:

A. WHEREAS the Royal Canadian Air Force Association Trust Fund (Business Number: **887374999 RR0001** Business Name: **RCAF Association Trust**) hereinafter referred to as the "Trust", was established in 1975 as a subsidiary of the Air Force Association of Canada to support, assist, promote and further the education of all Canadians in matters relating to aviation and aviation history, particularly as it pertains to Canada's Air Force, past and present; and

B. WHEREAS the board of directors of the Air Force Association of Canada and its staff are engaged in the process of participating in activities that are consistent with the aforementioned objective; and

C. WHEREAS the mission and vision of the Air Force Association of Canada is respectful of the mission and vision of the Royal Canadian Air Force Association Trust Fund; and

D. WHEREAS, designated donations have been or may be received into the RCAF Association Trust Fund to help fund any and all relevant activities including the production of public service announcements and other formal presentations that help inform and educate Canadians about the mental health issues in the veterans' community, related to the participation of air force and other veterans in air-supported and other relevant joint operations;

THEREFORE in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties agree as follows:

- 1. The "Board" agrees to accept into the "Trust" the charitable donations designated for the purposes of air force related educational and information activities that may be undertaken by the parties, as part of its air force and other veterans mental health issues educational**

purposes, some activities of which may involve the participation of or support to Mr. Michael Blais and partners, and other supporting resources that may or may not come with resource costs, and which may be supported by the Humanitarian Operations Project, its leaders and the RCAF Association Trust Fund;

2. The "Board" agrees to disburse the aforementioned designated donations to Mr. Blais and his support team, in accordance with the constitution and by-laws of the RCAF Association Trust Fund, and this agreement, to help offset important educational and public information service activities embarked upon by those who either partake in activities that directly support the promotion and facilitation of education in respect of relevant air force-supported and other joint operations activities, so as to fund the eligible activities described as if the "Board" were to be carrying on its own charitable activities as an active and controlling participant in the "Project" that through its actions is achieving a charitable purpose in respect of the aforementioned recitals; and
3. Up to a maximum of 10% of any and all donations made to the RCAF Association Trust Fund in support of this agreement and this project may be required to be withheld to help fund the cost of related administrative expenses, including the annual audit, conducted by an auditing firm selected and approved each year by RCAF Association delegates attending the annual general meeting of the RCAF Association; and
4. The Humanitarian Operations Project and Party agrees that all Trust-sourced expenditures will further the "Trust's" formal purposes and constitute charitable activities that the "Board" or "Trust" carries on itself; and
5. The Humanitarian Operations Project and Party will provide periodic, specific instructions to individuals or organizations as and when appropriate; and
6. The "Board" is permitted to regularly monitor the progress of the parties and this Humanitarian Operations project, and can provide satisfactory evidence of this to the Canada Revenue Agency (CRA); and
7. Where appropriate, the "Board" and "Trust" possibly subject to subsequent donations may make periodic payments on the basis of this monitoring and maintains the right to discontinue payments at any time if it is not satisfied that the disbursements are being used for their intended purposes; and
8. The Humanitarian Operations Project Leader agrees to invite the Secretary to the "Trust", otherwise known as the Executive Director of the RCAF Association, to periodic meetings to facilitate the Association's obligations to provide written reports to the "Board" if and when required; and

9. In the event donations exceed requirements, upon conclusion or dissolution of the air force and other related joint operations activities and education activities described herein, both parties agree to provide all remaining surplus funds to the Royal Canadian Air Cadets; and

10. Either party may terminate this agreement without cause at any time; and

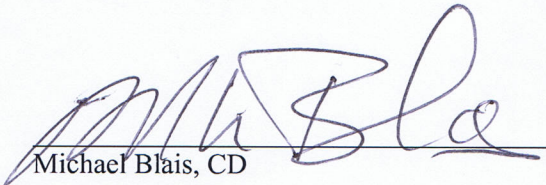
11. The period of this agreement shall be for two years;

GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of Canada.

IN WITNESS OF WHICH the parties have duly executed this Agreement in the City of Ottawa on this 7th of September, 2014:

Humanitarian Operations Project Leader Mr. Michael Blais, CD


Michael Blais, CD

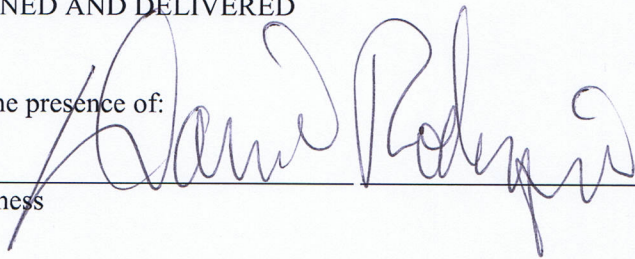
SIGNED AND DELIVERED

RCAF Association Trust Fund

original signed by
Grant "Ted" Mahood, CD, Chairman, Board of Trustees

SIGNED AND DELIVERED

In the presence of:


Witness

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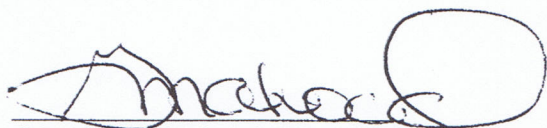
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Humanitarian Operations Project Leader Mr. Michael Blais, CD

Michael Blais, CD

SIGNED AND DELIVERED

RCAF Association Trust Fund



Grant "Ted" Mahood, CD, Chairman, Board of Trustees

SIGNED AND DELIVERED

In the presence of:

Witness