

AGREEMENT BETWEEN THE ROYAL MANTICORAN NAVY: THE OFFICIAL HONOR HARRINGTON FAN ASSOCIATION AND MAYHEW & CLINKSCALES EVENT ORGANIZERS

This Agreement is made and entered into this X day of March, 2026, by and between The Royal Manticoran Navy: The Official Honor Harrington Fan Association (herein referred to as "TRMN"), a non-profit organization organized and existing under the laws of the State of Delaware, with its primary place of business located at 501 Paisley Lane, New Castle, DE 19720, and Mayhew & Clinkscals Event Organizers (herein referred to as "The affiliate" or "Affiliate"), a non-profit charitable organization organized and existing under the laws of the State of Michigan, with its primary place of business located at 3132 Stoneleigh Drive, Lansing, MI 48910 (herein jointly referred to as "the Parties").

Article I: PURPOSE

The purpose of this Agreement is to formalize and describe the relationship between the Parties, including providing the affiliate with the right to run charitable events, fundraise, collect participation fees and donations, promote, and further the cause of TRMN under certain terms and conditions.

Article II: TERMS AND CONDITIONS

1. This Agreement is subject to changes and revision as necessary and by agreement of the parties; provided, however, that any such change or revision must be agreed to in writing by both parties in order to be binding.
2. As part of this agreement, the affiliate acknowledges and agrees that they will at all times be and remain a properly incorporated 501(c)(3) in accordance with IRS rules, and maintain active corporate status in their jurisdiction of incorporation.
3. The affiliate shall not engage in activities contrary to the objective of providing support to TRMN in the activities they are engaged upon on TRMN's behalf. Nothing herein is intended to limit the ability of the affiliate to expend funds on its behalf to achieve the mutual goals of the affiliate and TRMN.
4. The TRMN President or his/her designee shall communicate the TRMN's priorities and long-term plans to the affiliate. The affiliate President shall have regular, reasonable access to the TRMN President or his/her designee and to other members of the President's senior administrative team for the purpose of being an active and prominent participant in strategic planning for TRMN.
5. TRMN recognizes that the affiliate is a private corporation with the authority to keep all records and data confidential, consistent with state and federal law or as otherwise mutually agreed upon within this document.
6. TRMN acknowledges that the affiliate may retain and utilize a maximum of 5% of the unrestricted funds they raise on behalf of TRMN, and in addition may retain funds to offset reasonable expenses incurred for the services it provides TRMN.
7. All funds retained by the affiliate, either as a retained percentage or offset for costs, must comply with all state and federal regulations regarding not-for-profit expenditures. Under no circumstances shall any of the funds provided by or retained in lieu of providing to TRMN inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the affiliate is authorized and empowered to reimburse its agents for services rendered and to make payments and distributions in furtherance of the overall purpose of the affiliate. It is the intention of both parties to this

agreement that the affiliate shall not make any profit off of the funds provided by or retained in lieu of being provided to TRMN.

8. The affiliate shall be responsible for establishing and implementing a system of controls that ensure compliance with all applicable laws and regulations, specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity.
9. Nothing in this Agreement shall be construed as to invalidate or restrict the independence of either organization, nor to move them toward any form of legal merger.
10. The affiliate shall as appropriate provide to TRMN authorities such documentation in furtherance of TRMN's awards programs associated with charitable and organization giving (e.g., GACM and OQE awards). This includes:
 - a. Direct donation of monies or goods to the affiliate where such monies or goods ultimately flow to TRMN shall be eligible for OQE award recognition.
 - b. Direct donation of monies or goods to the affiliate where such monies or goods ultimately flow to a charity organization shall be eligible for GACM award recognition.
11. Nothing in this agreement shall be construed as requiring TRMN to support any project, event, or undertaking the affiliate wishes to pursue.
12. Any proposal for a project, event, or undertaking that the affiliate wishes to pursue on behalf of or in coordination with TRMN shall be communicated to TRMN through the President of the Board of Directors to be considered at a meeting of the TRMN Board. TRMN will only officially support any project, event, or undertaking proposed by the affiliate after a positive vote of the Board of Directors to do so at a regular meeting or special meeting called for that purpose.

Article III: TERMINATION

This agreement, once signed, shall be in effect until terminated. Termination shall occur by mutual consent of both parties or by either party upon sixty (60) days written notice to the other party.

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware.

The Royal Manticoran Navy: The Official Honor
Harrington Fan Association

By: _____ Date: _____

Mayhew & Clinkscales Event Organizers

By: _____ Date: _____