

MEMORANDUM OF AGREEMENT
BETWEEN
SUPER SABRE SOCIETY
AND
FRIENDS OF THE SUPER SABRE

This MEMORANDUM OF AGREEMENT sets out agreement reached by and between the SUPER SABRE SOCIETY, a non-profit corporation under the laws of the State of Utah and qualified as tax exempt under section 501(c)(19) of the Internal Revenue Code of the United States (hereinafter the “SSS”) and the FRIENDS OF THE SUPER SABRE, a non-profit corporation under the laws of the State of Texas and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter the “FSS”).

I. MISSION

A. SUPER SABRE SOCIETY. The Super Sabre Society, Inc. was formed exclusively for charitable, literary and educational purposes. Specifically, the Corporation was organized to preserve the history of the F-100 Super Sabre and the men who flew the aircraft. Regular membership in the SSS is limited to F-100 Fighter Pilots, F-100 Wild Weasel Bears and F-100 Squadron Flight Surgeons; some associate and honorary memberships have been and may be granted at the discretion of the Board of Directors.

B. FRIENDS OF THE SUPER SABRE. The Friends of the Super Sabre, Inc. was formed specifically to facilitate acquisition, funding, development and construction of the F-100 Super Sabre Museum to honor the aircraft and all the men and women who were associated with her. This goal includes, but is not limited to, acquisition of all five surviving models of the F-100 (F-100A, C, D, F, and QF-100) along with artifacts (pieces, parts, equipment, munitions, etc.) and memorabilia (personal belongings) of all people who were in many and various ways associated with the aircraft during her career – from 1953 – 1998. Included in this goal is the potential for acquisition of the extinct RF-100A, the inclusion of those airplanes and people who served with the nations of Denmark, France, Turkey, and Nationalist China, as well as the various contractor and civilian operators of the F-100. When complete, the result will be the first museum complex known to exist in the World, solely dedicated to a single aircraft and her history – the North American Aviation F-100 Super Sabre.

II. PURPOSE AND SCOPE

A. The purpose of this MOA is to clarify and enhance the cooperative and complementary relationship between these two separate and independent organizations, and to establish a framework to coordinate and facilitate action within and between these two organizations to advance and achieve their common purposes, goals and objectives as are set out in the mission statements recited above.

B. This MOA applies to the separate leadership and separate rank and file membership of both the SSS and the FSS, as independent organizations, to cooperate and collaborate to their mutual benefit. This MOA is written with the understanding that the separate memberships may overlap - that is, some members may also be members of the other organization; but the leadership of the two organizations must remain separate and independent – that is, no single individual may hold a leadership position in both organizations simultaneously.

C. Pursuant to this MOA, members of each of the two organizations are encouraged as individuals to join the other organization (as appropriate within the membership eligibility guidelines), and to support and participate in the activities of both organizations, including but not limited to providing and/or raising funds for either or both organizations.

D. Pursuant to this MOA, as a means of maintaining the independence of these two separate but cooperative and collaborative organizations, and to avoid, where possible, potential or actual conflicts of interest, no member of either organization may simultaneously serve or act in a position of leadership in the other organization.

III. RESPONSIBILITIES

A. The leadership of the SSS, and the leadership of the FSS, as a matter of policy, will assist the other organization in publicizing and promoting the existence and stated objectives of the other organization.

B. It shall be the policy of both the SSS and the FSS that no member shall serve in any position of leadership in the organization, whether elected, appointed or otherwise (nor shall any member serving in a position of leadership continue to so serve) while and for so long as such member is serving in any position of leadership in the other organization. Positions of leadership in this context include Directors, Officers, Committee Members (including the chair, and including both standing and ad hoc committees) and any other appointed, elected or otherwise designated official representatives of the organization.

C. The SSS and the FSS shall maintain open communication, cooperation and support in furtherance of their mutual goals and objectives. The chief executive of each of the organizations shall, within thirty (30) calendar days of the execution of this MOA, designate and appoint a member who will serve as the main point of contact between the two organizations. That appointee, in this capacity, shall report directly to the Board of Directors of his/her organization. The line of official communication between the two organizations shall be between the two respective Boards of Directors.

D. The SSS will provide copies of *The Intake*, the Journal of the SSS, to the FSS (and to individual FSS members designated by the FSS for this distribution), as the FSS may wish, provided that the FSS shall timely notify the SSS of the number of copies to be so provided, and provided further that the FSS defrays in full the attendant costs at an amount and under terms agreed upon by the Board of Directors of both organizations.

E. The SSS and the FSS will share their respective membership lists with each other while, in so doing, providing appropriate safeguards to protect the privacy and security of individual members (and of those sponsors and corporate identities who request such privacy).

F. The SSS and FSS will continue to maintain independent funding and financial accounting for their separate organizations. Each organization may make financial and other contributions to the other, at their discretion, and subject to the conditions, governing directives and authority of both the donor and the recipient organization.

IV. TERMS OF UNDERSTANDING

A. The effective date of this MOA is the date that accompanies the signatures affixed in the AUTHORIZATION Section (Section V) of this document, below. If the dates affixed are not the same, then the later (most recent) of the dates shall apply.

B. The term of this MOA is for a period of four years from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually, to ensure that it is fulfilling its purpose and to make (and annotate for record) any necessary revisions.

C. This MOA may be amended only with the written consent of both parties.

D. Either organization, the SSS or the FSS, may terminate this MOA, at any time for any reason, with no penalty, by providing the other organization written notice of such termination. Such notice will be effective upon receipt by the Chairman of the Board of Directors of the other organization, or four (4) business days after the date of the notice, whichever shall first occur.

E. Signature of the Chief Executive of each organization, affixed in the Authorization section of this Memorandum of Agreement, evidences full agreement to the terms of this agreement. Duplicate originals of this Memorandum of Agreement will be executed (signed and dated) so that each organization (the SSS and the FSS) may retain an original executed copy for record.

F. This MOA represents the intentions of the two participant organizations, the SSS and the FSS, made in good faith, to cooperate and to collaborate where appropriate, as outlined in the written terms of this MOA. Each agrees and understands that nothing contained in this MOA is intended to constitute a legal binding obligation. It is intended by the parties to reflect the agreed policy of their respective organizations, the SSS and the FSS, as to their interrelationship.

V. AUTHORIZATION

FOR THE SUPER SABER SABRE SOCIETY

William A. Gorton
William A. Gorton, President and
Chairman of the Board of Directors

25 April 2011
Date

FOR THE FRIENDS OF THE SUPER SABRE

Anne Cohagen-Coleman
Anne Cohagen-Coleman, President and
Chairman of the Board of Directors

4 May 2011
Date