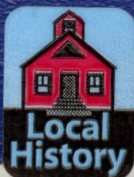


**Memorandum of
Understanding**
*(Whittier Peninsula
Park Project)*



Ohio
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Original in
deed files

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING ("MOU") dated as of May 2, 2003 among the **CITY OF COLUMBUS** (the "**CITY**"), **RECREATION AND PARKS DEPARTMENT**, the **COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT ("METRO PARKS")**, and **NATIONAL AUDUBON SOCIETY, INC.**, a New York not-for-profit corporation ("**AUDUBON**").

RECITALS

WHEREAS, the CITY Recreation and Parks Department, METRO PARKS and AUDUBON all work to educate the general public about environmental issues and conservation and to develop educational programs for children, youth and families. The CITY, METRO PARKS and AUDUBON also share a commitment to reaching and serving diverse audiences, including urban youth, and a pragmatic approach to nature education that uses firsthand experience in the natural habitat; and

WHEREAS, in 1998, the Columbus City Council adopted the Columbus Riverfront Vision Plan, which was developed by the Riverfront Common Corporation, a non-profit corporation mandated to create a vision for a nine-mile corridor along the Scioto and Olentangy Rivers near downtown Columbus, and which envisions that: The Whittier Peninsula Reach will become a beautiful riverfront park close to the downtown with an expanse of open water, natural wetlands reaching out into the river, wooded banks at the river's edge, and open meadows and woodlands on the higher ground which will be complemented by an adjacent, newly developed mixed-use residential community with densities similar to those found in German Village and the remaining Brewery District.; and

WHEREAS, the CITY owns property along the Scioto River on the Whittier Peninsula (the "Property"), included in the Columbus Riverfront Vision Plan, a portion of which is to be developed as a public park, such park area to be determined through a public planning process described in this MOU (the "Park Property"). The Property is a unique resource as it contains riparian habitat, has been designated by AUDUBON as part of an Important Bird Area, and is part of the system of multipurpose trails developed by the CITY Recreation and Parks Department and METRO PARKS. However, at present the Property contains a number of older structures, including a vehicle impoundment lot, Recreation and Parks administrative offices and maintenance yard, an abandoned warehouse, and a multi-purpose trail and wooded riparian corridor. All parties agree that the Property requires substantial rehabilitation and restoration; and

WHEREAS, the mission of AUDUBON is to conserve and restore natural ecosystems, focusing on birds, other wildlife and their habitats for the benefit of humanity and the earth's biological diversity. AUDUBON operates a network of Audubon Centers under guidelines established as part of its "2020 Vision" and is engaged in a major national campaign to achieve this vision. AUDUBON has established a state

office, Audubon Ohio, to carry out its mission and oversee its activities in Ohio. A primary goal of Audubon Ohio is to establish and operate a network of Audubon Centers in Ohio; and

WHEREAS, the mission of METRO PARKS is to conserve and manage natural resources and to provide the public with a meaningful and educational experience by maintaining a system of regional natural area parks. METRO PARKS recognizes that establishing a new and expanded park on the Whittier Peninsula offers an opportunity to both conserve valuable natural resources and provide meaningful and educational experiences near the heart of the city; and

WHEREAS, the CITY desires to lease the Park Property to Metro Parks as a public park for use by the CITY and the community; METRO PARKS desires to restore the greenspace and operate the Park Property as a public park; and AUDUBON desires to establish an Audubon Center in the park open to the public and committed to conservation education that will promote an understanding of the ecology and environmental issues of Ohio and the Columbus area and that will build a commitment to conservation in individuals, families and organizations that visit the Center; and

WHEREAS, the CITY, METRO PARKS, and AUDUBON share the mutual goals of developing the Park Property as a public park generally consistent with the plan envisioned in the Columbus Riverfront Vision Plan and including in the park an Audubon Center, all of which will rehabilitate the Property, enhance the revitalization and development of the surrounding neighborhoods and provide a firsthand experience in nature to an urban audience; and

WHEREAS, the parties' intent is to work cooperatively to achieve their mutual goals, to draw upon the staff expertise of each party, and to set forth herein the roles and responsibilities of each party in the development of the Park Property as a park and the establishment of the Audubon Center.

NOW, THEREFORE, in order to ensure the success of the intent of the parties, the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON enter into this MOU and hereby agree as follows:

1. Park Advisory Board. Within thirty days after execution of this MOU by the CITY, METRO PARKS, and AUDUBON, a Park Advisory Board will be formed to provide oversight for the development and operation of the Park Property as a public park. Members of the Park Advisory Board will include a representative from each of the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON. The remaining members will be selected by a nominating committee consisting of a representative from each of the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON and a CITY council member. The Park Advisory Board will initially act as the planning committee for the park, charged with developing a vision for the park, including restoration of the natural riparian habitat and public use generally consistent with the plan

envisioned in the Columbus Riverfront Vision Plan and METRO PARK'S mission, which will be used as a starting point for input from the community and public. Within nine months after the execution of this MOU, the Park Advisory Board will endeavor to prepare a plan and timeline for the restoration of the Property and the development of the park. The Park Advisory Board will identify existing CITY facilities on the Property which may require removal from or relocation on the Property as well as additional parcels of property for acquisition in connection with the development of the park. Subject to the availability of funding, the CITY will investigate its options and endeavor to remove or relocate such facilities and to acquire such additional parcels of property as soon as reasonably practicable. Upon execution of the Lease (defined in paragraph 3 of this MOU), the Park Advisory Board shall become a committee of METRO PARK'S Board of Park Commissioners. Its membership shall thereafter be comprised of one representative appointed by each of the CITY, METRO PARKS and AUDUBON. The Park Advisory Board shall meet and confer from time to time pursuant to rules of procedure that it shall adopt, to address issues of concern regarding the operation of the public park developed on the Park Property, and to advise the METRO PARKS Board regarding the same. METRO PARKS shall retain exclusive control over the Park Property and the park to be developed thereon, subject only to the terms of the Lease and Sublease and this MOU.

2. Update of Riverfront Vision; Whittier Peninsula Reach. The CITY will partner with METRO PARKS and AUDUBON to update the Whittier Reach section of the Riverfront Vision. The development of a METRO PARKS park and Audubon Center will take place significantly in advance of other redevelopment activities, as outlined in the Riverfront Vision. Action to update the plan is required in order to identify the park and center development locations, including possible phases of development, and general locations for future development, to draft preliminary land use standards, and to determine how the cost of infrastructure improvements will be shared. Recent factors necessitating this update include the Federal Emergency Management Administration's re-mapping of the flood plain and newly obtained environmental information. The CITY will take the lead in initiating the planning process, which will begin shortly after this MOU is agreed to and signed by all parties.
3. Lease of Park Property. Upon the completion of the update of the Whittier Reach section of the Riverfront Vision described in paragraph 2 above and the plan described in paragraph 1 above, (a) the CITY, through its Department of Recreation and Parks, will enter into a lease agreement substantially in the form attached to this MOU as Exhibit A (the "Lease"), whereby the CITY will lease the Park Property to METRO PARKS and (b) METRO PARKS will enter into a sublease agreement substantially in the form of Exhibit B (the "Sublease"), whereby METRO PARKS will sublease a portion of the Park Property to AUDUBON (the "Center Property"), including the right to access trails and natural areas on the remaining Park Property. The precise boundaries of the Center Property shall be determined by the Park Advisory Board as part of the

plan and timeline for the restoration of the Property and the development of the park. The Lease and Sublease will each have rent payable at \$1.00 and an initial term of 25 years (renewable for two additional periods of 25 years); the term of the Sublease will commence only upon recordation of the covenant not to sue described in paragraph 14 of this MOU.

4. Audubon Center. The nature center to be constructed on the Center Property, together with the Center Property (collectively, the "Center"), will be operated solely and independently by AUDUBON, will identify itself as, and include in its name the words, "Audubon Center" consistent with the branding and identity program of other Audubon Centers around the country, and will use as its symbol a logo that is a trademark of AUDUBON and approved by AUDUBON. AUDUBON will recognize the contribution and cooperation of the CITY and METRO PARKS by placing the words "in partnership with the City of Columbus, Recreation and Parks Department and the Columbus and Franklin County Metro Parks" on signage located at the entrances to the Center and in promotional and other appropriate marketing materials specifically related to AUDUBON's activities or events on the Park Property. Audubon will incorporate into the Center the Essential Elements of an Audubon Center, which are set forth in Exhibit C. AUDUBON will set and monitor standards that apply to all Audubon Centers, including the Center, in such areas as the character and quality of the educational programming and the character and quality of the buildings, improvements and signage. The Center will constitute one of the official Audubon Centers in Ohio and in the AUDUBON network. AUDUBON will be responsible for raising all of the funding required for the construction and operation of the Center and will endeavor to cause construction of the Center to be completed so that the Center can be opened to the public within five years after the date of this MOU.
5. Center Stewardship Board. The Center will have a stewardship board (the "Center Stewardship Board") to oversee the planning, development and operation of, and fundraising for, the Center. The Center Stewardship Board will be included within the management structure of Audubon Ohio and AUDUBON and will be created and operated in accordance with the Governance Guidelines for Audubon Centers adopted by the AUDUBON Board of Directors on June 9, 2002 and attached hereto as Exhibit D. The Center Stewardship Board will consist of not less than 11 members, including the Executive Director of Audubon Ohio. A representative from the CITY, which may be the Mayor of the CITY or the President of the CITY Council or the Executive Director of the City Recreation and Parks Department, and the Executive Director of METRO PARKS will serve as ex officio members of the Center Stewardship Board. The remaining members of the Center Stewardship Board will be selected by a nominating committee which shall include the Executive Director of METRO PARKS, a representative from the CITY, which may be the Mayor of the CITY or the President of the CITY Council or the Executive Director of the CITY Recreation and Parks

Department, the Executive Director of Audubon Ohio, the Chair of the Audubon Ohio Board and the Center Director referred to below.

6. Responsibilities of Center Stewardship Board. The Center Stewardship Board's responsibilities will include the following:
 - (a) Under the guidance of Audubon Ohio and the leadership of the Center Director, preparing plans for the Center development, including, specifically, a capital campaign, business operations, construction and site development and programming. The planning will be performed in a timely manner to ensure successful completion and operation of the Center.
 - (b) Providing leadership in a major capital campaign to establish the Center, identifying and approaching funding sources, and donating and/or assisting in raising the money needed to establish, maintain and operate the Center and Audubon-related projects in Ohio.
 - (c) Providing oversight and assistance to the Center Director in preparing an annual operating plan and budget for the Center, and overseeing financial matters relating to the Center as part of the Audubon Ohio process.
 - (d) Establishing the policies and procedures for the Center, consistent with the policies and procedures established for the network of Audubon Centers in Ohio and nationally.
 - (e) Assisting and working cooperatively with AUDUBON in matters affecting other Audubon Centers in the network.
 - (f) Providing oversight and assistance to the Center Director in the planning for and implementation of community outreach projects, public education programs, newsletters and other volunteer and membership activities related to the Center.
 - (g) Increasing support for the Center as an outstanding conservation education facility in the region and promoting its use by Audubon and its members, school children, teachers and general public.
 - (h) Ensuring compliance with AUDUBON standards for the Audubon Centers network, including a broad-based volunteer pool.
 - (i) Ensuring the pursuit of the mission, vision and strategies for the Center and the Park Property as defined by AUDUBON, the CITY, and METRO PARKS.
7. Center Director and Staff. The Center will be managed on a day to day basis by a center director (the "Center Director"). The Center Director and other Center staff shall be employees of AUDUBON and shall be subject to all AUDUBON personnel policies and procedures and applicable laws and regulations. The Executive Director of Audubon Ohio (or his/her designee) shall supervise the Center Director, and the chair of the Center Stewardship Board shall participate in the AUDUBON performance review of the Center Director.
8. Programming; Fees. AUDUBON will be the primary provider of education and interpretative programs in the park. Neither the CITY nor METRO PARKS will

- provide programs that compete with AUDUBON's programs. All education and interpretative programming offered at the park, whether provided by the CITY, METRO PARKS or AUDUBON will be coordinated and scheduled by the Center Director through regularly scheduled meetings. Programming at the Center will be developed and implemented by the Center Director and staff and will include environmental education programs, volunteer training, seminars and workshops, native plant demonstrations, habitat restoration projects and wildlife monitoring. AUDUBON may, in its discretion, charge fees for such programming and events.
9. Center Financial Matters. AUDUBON will administer and manage the finances of the Center. AUDUBON will provide on a timely basis full information about all aspects of Center finances for review by the Center Stewardship Board and Audubon Ohio staff who have responsibility for Center finances. All Center finances will be a part of the financial structure of Audubon Ohio, which will be part of the overall AUDUBON budget and financial structure and administered in accordance with AUDUBON policies. AUDUBON will manage all Center endowment funds as part of its overall pool of endowment funds.
 10. Cooperation. The Center Stewardship Board will cooperate with and participate in programs and activities of Audubon Ohio at the regional and state level to further the mission of Audubon. The Center Stewardship Board will work as a partner with Audubon Ohio and AUDUBON, while recognizing that the AUDUBON Board of Directors retains legal and fiduciary responsibility with regard to policy, personnel and financial matters for the Center.
 11. Audubon Mark. The CITY and METRO PARKS each acknowledges AUDUBON's exclusive right, title and interest in and to the trade and corporate name "National Audubon Society" and the trademarks "Audubon" and "Audubon Center" ("Audubon Marks"), and acknowledges that any use of the Audubon Marks without the benefit of a license agreement is an infringement of AUDUBON's rights and constitutes unfair competition. While this Agreement is in effect and thereafter, neither the CITY nor METRO PARKS will in any manner represent that it has any interest in the Audubon Marks, contest AUDUBON's exclusive right, title and interest in and to, or the validity of, the Audubon Marks, and act in any manner inconsistent with AUDUBON's indivisible ownership of the Audubon Marks.
 12. Responsibilities of METRO PARKS. METRO PARKS will assume responsibility for the development, construction, maintenance and operation of the park, including infrastructure within the Park Property, exclusive of AUDUBON's responsibility for the construction, maintenance and operation of the Center, including its infrastructure, provided that METRO PARKS will make infrastructure available at the boundary of the Center Property. METRO PARKS may acquire additional property on the Whittier Peninsula to incorporate into the park. The park will be identified as a Metro Park, and METRO PARKS will be

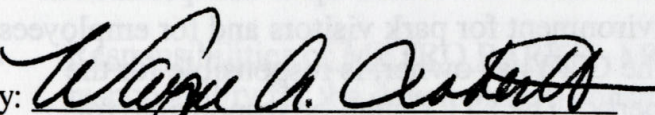
responsible for the final design of the park, naming the park and promoting its own activities at the park. The park will emphasize conservation of natural resources and environmental education, and the design of the park will proceed with input from the community and the public as envisioned in paragraph 1 above. The park will be designed so that its trails connect to the existing and planned Greenways trails extending north and south from the Property. METRO PARKS, the CITY Recreation and Parks Department and AUDUBON will cooperate on the use of the park for environmental education and recreation purposes, including providing reasonable access to AUDUBON to use trails and natural areas in the park. METRO PARKS will assume responsibility for maintenance and operation of the existing boat launch to provide access for water based activities. METRO PARKS will provide park rangers as part of its operational staff. The Park Property will be subject to all METRO PARKS rules and regulations, provided that AUDUBON may subject the Center Property to rules and regulations applicable to other Audubon Centers. METRO PARKS will identify the participation of the CITY and AUDUBON on entrance signs and on printed materials for the park in a manner that recognizes the significant contribution of all of the parties to the park project. The CITY Recreation and Parks Department and AUDUBON will participate in the design of such signs and printed material. The final design for signage at the Park Property will be subject to the approval of the Executive Director of the CITY Recreation and Parks Department and AUDUBON, which approval shall not be unreasonably withheld, and the proposed signage design shall be deemed accepted if such approval is not received within fifteen days after receipt of the final design.

13. Responsibilities of the CITY. The CITY, through zoning and other planning tools, will ensure that adjacent and nearby homes and businesses have adequate parking available outside of the park. The CITY will provide police and emergency medical back up as needed to support METRO PARKS' staff. The CITY will cooperate on the extension and interconnection of nearby trails to trails in the park. The CITY will plan and implement a park development plan for the land along the Scioto River north of Interstate 70 which will be connected by trail to the Park Property. The CITY will be responsible for the costs of moving its facilities from the Property and for providing any needed infrastructure to the portion of the Property which is not Park Property.
14. Hazardous Materials. The Property is known to be contaminated with hazardous materials and other contaminants that need to be cleaned up or encapsulated in order to provide a clean and safe environment for park visitors and for employees assigned to work at the Property. The CITY, as owner, is responsible for the environmental condition of the Property. The CITY shall be responsible for obtaining a covenant not to sue from the State of Ohio as to the entire Park Property, as described in Section 3746.12(A) of the Ohio Revised Code (the "Covenant"), and for recording the Covenant as provided in Section 3746.14(A) thereof. The City shall also be responsible for responding to any audit undertaken by the State of Ohio with respect to the Covenant pursuant to Section 3746.17 of

the Ohio Revised Code. METRO PARKS will assist the CITY in obtaining the Covenant, and METRO PARKS and AUDUBON shall cooperate with the CITY in responding to any audit. The CITY and METRO PARKS will jointly apply for funding from the State of Ohio and from the federal government to help pay for the cost of obtaining the Covenant. The CITY, with Metro Park's assistance, will endeavor to obtain the Covenant as soon as reasonably practicable. Failure to obtain the Covenant by December 31, 2005 or such other date as mutually agreed to in writing by METRO PARKS, the CITY and AUDUBON shall be cause for termination of this Agreement. Except as otherwise provided by separate agreement among the parties hereto, METRO PARKS and AUDUBON shall not be responsible for the maintenance of any engineering controls of the type described in Section 3746.12(A)(2) of the Ohio Revised Code. The CITY shall be responsible for maintaining any such engineering controls for the full term of the Lease and Sublease, whichever of the two ends later. If the Covenant is revoked for any reason, METRO PARKS and AUDUBON may terminate the Lease and Sublease immediately upon such revocation.

15. Amendment; Termination. The terms and conditions of this MOU may be modified only by mutual written agreement among the CITY, METRO PARKS, and AUDUBON. Prior to the commencement of the terms of both the Lease and Sublease, any party may terminate this MOU upon 120 days prior written notice to the other parties. Upon the commencement of the term of the Lease, this MOU shall terminate only with respect to METRO PARKS in the event that the Lease shall terminate. The CITY agrees that if the Lease shall terminate, this MOU shall continue in full force and effect with respect to AUDUBON, and the Sublease shall become a direct lease between the CITY and AUDUBON or the CITY shall enter into a direct lease for the Center Property with AUDUBON upon substantially the same terms as the Sublease. Upon the commencement of the term of the Sublease, this MOU shall terminate only with respect to AUDUBON in the event that the Sublease shall terminate. The CITY and METRO PARKS agree that termination of this MOU or the Sublease by AUDUBON shall not cause the termination of the MOU or the Lease between the CITY and METRO PARKS.

CITY OF COLUMBUS, RECREATION AND PARKS DEPARTMENT

By: 

Name: Wayne A. Roberts

Title: Executive Director, Recreation and Parks Department

COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT

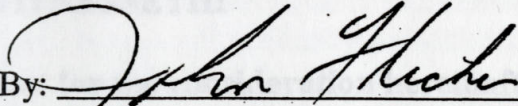
LEASE AGREEMENT

Windsor Peninsula

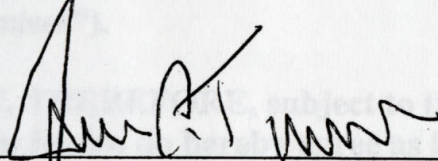
By:  _____

Name: John R. O'Meara
Title: Executive Director

NATIONAL AUDUBON SOCIETY, INC.

By:  _____

Name: John Flicker
Title: President

By:  _____

Name: Jerome Tinianow
Title: Executive Director, AUDUBON OHIO

EXHIBIT A

LEASE AGREEMENT Whittier Peninsula

This Lease Agreement is made and entered into as of the _____ day of _____, 200_, by and between the City of Columbus, a municipal corporation of the State of Ohio, acting by and through Wayne A. Roberts, Executive Director of the Department of Recreation and Parks as duly authorized by virtue of Ordinance No. _____, passed _____, by the Council of the City of Columbus, Ohio (hereinafter "Lessor") and the Columbus and Franklin County Metropolitan Park District (hereinafter "Lessee").

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee, for use as a park and trail system, a portion of the real property generally known as the Whittier Peninsula as described in Exhibit "A" (hereinafter known as "Premises").

NOW, THEREFORE, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

1. TERM AND RENT

This Lease of the premises shall be for a term of twenty-five (25) years, commencing on the date set forth above, with two, twenty-five (25) year options. This Lease shall automatically renew for each of the twenty-five year options unless the Lessee notifies the Lessor in writing of its intent to terminate this Lease at least six months prior to the expiration of the initial or extended term of this Lease, as applicable.

Rental payment shall be \$1.00 with the Lessee assuming all improvement, maintenance and operation costs within the leased area as specified in the Memorandum of Understanding, attached as exhibit "B", as approved by the Franklin County Metropolitan Park District, Board of Park Commissioners and the Columbus Recreation and Parks Commission, other than costs associated with obtaining the covenant not to sue referred to in Paragraph 14 of the Memorandum of Understanding.

2. USE OF DEMISED PREMISES

The Lessee shall use the leased premises solely for park purposes consistent with the Memorandum of Understanding. The Lessee shall have the exclusive right to develop, maintain and operate the premises as a Metro Park, exclusive of any

area subleased to National Audubon Society, Inc. ("Audubon") consistent with paragraph 8 of this Lease and the Memorandum of Understanding.

3. IMPROVEMENTS

The Lessee shall have the exclusive right to develop the premises and the trail system within the Whittier Peninsula and along the Scioto River consistent with development plans jointly prepared by the Lessor and the Lessee as described in the Memorandum of Understanding.

4. TAXES AND ASSESSMENTS

It is understood between the parties that the Premises are currently exempt from real estate taxes. However, should all or any portion of said Premises become taxable during the term of this Lease as a result of Lessee having the use of said Premises, then Lessee shall be responsible for all real estate taxes applicable thereto. Lessor shall be responsible for all real estate assessments levied upon said Premises for the term of this Lease.

5. NONDISCRIMINATION

Lessee shall not discriminate because of race, color, sex or national origin in any manner during Lessee's use of Premises.

6. NOTIFICATION OF CLAIMS

Lessor and Lessee shall give prompt and timely notice to one another of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise affects or might affect Lessee or Lessee's right to use premises.

7. MAINTENANCE

Lessee shall maintain and operate the leased premises.

8. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease in whole or part, nor sublet all or any part of said Premises for a term longer than 14 days without first obtaining written consent from Lessor, which consent may be denied for any reason. It is understood that it is the intent of the Lessee to sublet a portion of the property to Audubon for the purposes of developing a Nature Center as described in the Memorandum of Understanding and for use as the state office headquarters for Audubon Ohio. Lessor hereby consents to said subletting.

9. NOTICE

Notice required to be given by either party shall be in writing, sent by certified mail addressed to Lessor/Lessee as follow

- a. **If to the Lessor:**
Columbus Recreation and Park Department
City Hall – Room 115
90 West Broad Street
Columbus, Ohio 43215
Attention: Executive Director

With a copy to:
City of Columbus
Department of Law
Real Estate Division
109 N. Front Street
Columbus, Ohio 43215
Attention: Chief Real Estate Attorney

- b. **If to Lessee:**

Columbus and Franklin County Metro Parks
1069 West Main Street
Westerville, Ohio 43081
Attn: Executive Director

10. DEFAULT

It shall be a default and breach of this lease by either party if it fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under the Lease for a period of sixty days after written notice given by the party claiming default, provided, however, that if the term, condition, covenant or obligation to be performed is of such a nature that the same cannot reasonably be performed within such sixty (60) day period, then it shall not be a default or breach of this Lease, so long as the party receiving the notice of default commences efforts to perform or observe the term, condition, covenant or obligation in question, and thereafter diligently undertakes to complete performance or observation as reasonably soon as possible.

11. TERMINATION

The lease agreement may be terminated by either the Lessor, or the Lessee upon a default which remains uncured after notice and expiration of the cure period as described in item 10 hereof, effective the 180th day after written

notice of termination has been given by the terminating party to the other party at the address set forth in item 9 above, provided that no notice of termination may be given before a default has occurred. In the event that either party terminates this Lease, Lessor shall promptly enter into a direct lease with Audubon as provided for in Paragraph 15 of the Memorandum of Understanding, the term of which shall begin as of the termination of this lease agreement.

12. GOVERNMENT REGULATIONS

Lessee at its sole cost and expense, shall comply with all applicable laws, and regulations of the Government of the United States, State of Ohio, and ordinances of general application of the City of Columbus with respect to the use, occupancy, construction, or maintenance of the premises and site by Lessee.

13. PREVAILING WAGE

As required by City Code Section 329.251 Lessee shall in the construction of any improvements on the premises pay prevailing wage rates as defined in Chapter 4115 of the Revised Code.

14. ENTIRE LEASE AGREEMENT

This lease and the Memorandum of Understanding constitute the entire agreement by and between the parties in connection with lease of said Premises and no change, modification or waiver of such agreement shall be binding upon either party unless it is in writing and executed by the parties hereto.

15. MEMORANDUM OF LEASE

Lessor and Lessee shall, concurrent with the execution of this lease, execute a memorandum of Lease and Lessee shall cause the same to be recorded in the office of the Franklin County Recorder.

16. CONSENT

Wherever consent of Lessor is required herein the consent of the Executive Director of the Recreation and Parks Department shall constitute consent.

IN TESTIMONY WHEREOF, the Lessor and Lessee have caused this Lease Agreement to be signed in duplicate on the day and year above written.

**CITY OF COLUMBUS
RECREATION AND PARKS DEPARTMENT**

BY _____

Witness

**Wayne A. Roberts, Executive Director
Recreation and Parks Department**

Witness

**COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT**

BY _____

Witness

John O'Meara, Executive Director

Witness

5. Personnel

- To ensure compliance with and to limit Audubon's liability under a variety of laws, it is essential that all units of the organization, including Audubon Centers, adhere to standardized Audubon personnel policies, available from the Audubon Office of Human Resources.
- As explained above in Article III, Section 4, Audubon Center Directors will report jointly to the Audubon Center Stewardship Boards and to the State Director or their assignee.
- Center staff will report to the Center Director and will be subject to all Audubon personnel policies and procedures.

6. Litigation

- To minimize internal conflict and undermining of goals, Audubon Center Stewardship Boards and Centers, like all units of Audubon, must obtain Audubon approval for participation as a plaintiff or co-plaintiff in litigation. For environmental impact litigation, approval will be obtained through an application process involving the President and a Litigation Committee of the National Board. The President, Chief Operating Officer, or Sr. V.P. Finance & Administration must approve all other litigation.

7. Commitments

- Audubon Center Stewardship Boards and Centers will follow all Audubon policies relating to contracts, agreements or other binding commitments (including the acquisition or sale of real estate and agreements for the receipt of grants).

8. Land Acquisition

- No Audubon Center Stewardship Board or Center is authorized to purchase land or interests in land or enter into options for the purchase of land unless pursuant to the procedures set forth in Audubon's Land Acquisition Policy.

In summary, Audubon Center Stewardship Boards are essential to the success of an Audubon Center, and should provide the needed program and fiscal oversight as well as fundraising and policy support to ensure that the Audubon Centers are successful in their community and effectively aligned with the state and national priorities to ensure that Audubon's mission is achieved at each Center.

- The National Office will provide administrative assistance and support for budget and financial management.
- An administrative fee set by the National Board and the State Board and applied equally to all cost centers will be charged to cover partial reimbursement of expenses related to financial, legal, Centers support and other services rendered to Audubon Centers.

2. Fundraising/Development:

- Consistent with the budgeting process stated above, all funds raised by an Audubon Center will become a part of the appropriate state budget, to be used for the program or Center as designated by the donor.
- Each Audubon Center should establish an endowment to support future programs. All Audubon Center established endowments will be managed by the National Office pursuant to endowment policies (including spending rules) adopted by the National Board, with all disbursements going to the Audubon Center. The National Office will provide quarterly reports to the State Office with specific Center endowments identified. The State Office will in turn provide these reports to the Center Stewardship Board.
- The National and State Offices will provide support for Audubon Center fundraising.
- Audubon Centers will follow Audubon's procedures developed to alleviate problems with fundraising overlap.

3. Branding (Use of Name and Logo); Licensing

- In order to establish and maintain a clear and more forceful image of Audubon, State Boards and Offices, Audubon Centers and other Audubon entities reporting to and constituting State Offices will follow all Audubon name, logo, trademarks, licensing, branding and website policies.
- Audubon Centers will comply with all Centers branding strategies including the use of the words "Audubon Center" in the name, signage and graphics, wardrobe and uniforms, and branded interpretive tools.

4. Membership

- The National Board and National Office will set membership policies for Audubon Centers; provided that within the context of such policies each State and Center will be encouraged to recruit members through new, creative membership recruitment programs.

individuals on the Board (subject to #1 below), its meeting schedules and dates, terms and term limits of its members and to create whatever committees will make the Stewardship Board most effective.

Members of Audubon Center Stewardship Boards are covered under the definition of "covered insured" under Audubon's directors and officers liability policy as long as (i) the member is acting in his or her capacity as a Audubon Center Stewardship Board member (subject to certain exclusions for illegal or deliberately dishonest acts) and (ii) the Audubon Center for which they are serving is NOT separately incorporated.

1. Selection of the Initial Stewardship Board

The State Director, Center Director and National Field staff should work with state board, community leaders and key partners to appoint a nominating committee. In certain cases, an agreement with a strategic partner regarding the creation of an Audubon Center will contain provisions providing for the make-up of the nominating committee, and the partner's (i) input into the selection of the initial Center Stewardship Board and (ii) the partner's ongoing representation on the Center Stewardship Board.

2. Chapters

Each community, Chapter, and Center is unique. When a Chapter and Center are located in the same immediate community, the Center Stewardship Board or its Nominating Committee should make a good faith effort to engage the Chapter in a manner that is compatible with both the Chapter and Center goals. Chapters currently operating Centers will be encouraged to become part of the national network of Audubon Centers.

V. Audubon Policies Applicable to Audubon Center Stewardship Boards and Audubon Centers

As noted above, the Audubon Board requires that certain procedures be followed uniformly throughout the organization to ensure that Audubon is run efficiently and in accordance with applicable laws and regulations. Certain of these policies applicable to Audubon Center Stewardship Boards and Centers are, as follows:

1. Finance

- Each Audubon Center's budget will be a part of the budget of the appropriate State Office, and will be developed by the Audubon Center Stewardship Board and Center Director in conjunction with, and subject to the final approval of, that State Director. For Centers that continually grow and meet their Center budget, it is expected that the State Office will provide minimal budgetary oversight beyond the annual budget development process. For Centers that are struggling financially (i.e. missed budget significantly in the last year), it is expected that the State Office will monitor budget and finances more closely.
- Budget surpluses will stay in the Center budget by agreement with the State Director to be used as the Center Stewardship Board and Center Director sees fit.
- Funds will be managed by Audubon in accordance with its standard financial procedures. This includes managing accounts, check writing, etc.

branding strategies. The national office will assist and support State Offices in establishing and operating Centers. Centers staff will participate in State and National training and networking.

4. **Fiscal Oversight (including Revenue and Expenditure Review):** The Audubon Center Stewardship Board should provide direction to the Center Director to ensure that the Audubon Center's fiscal plan is sound. The Audubon Center Stewardship Board should provide direction on the overall fiscal needs of the Centers program, present and future, ranging from annual budget development (within the context of the State Office's budget process and policies) to long-term planning and review. The Audubon Center Stewardship Board should review revenues received and projected, and provide appropriate direction and assistance to the Center Director to develop and meet objectives and organizational needs. Each Audubon Center Stewardship Board should review the periodic financial statements and regular expenditure reports in relation to the Center's budget and revenue projections.
5. **Fundraising:** The Audubon Center Stewardship Board should actively support and fundraise for the Center and its programs, provide critical information on funding sources and help to identify and expand sources of funds for the Center. All fundraising prospects will be cleared for solicitation, as part of the State budgeting process consistent with the national guidelines. State and National staff and State and National Board members will assist with Center fundraising whenever applicable.
6. **Organizational Priorities and Personal Involvement:** The Audubon Center Stewardship Board should work with the State Director and Center Director to set annual goals and to help set organizational priorities based on the Center business plan and the state and national strategic plan. Audubon Center Stewardship Board members should participate in all Audubon Center functions and events to the extent possible.
7. **Center Director Supervision:** The Audubon Center Stewardship Board Chair will jointly participate with the State Director, their appointee, (or Senior Vice President for Centers or Senior Vice President of Field Operations) in the hiring of, the setting of goals for, and the annual performance review of the Center Director. Either the Audubon Center Stewardship Board or the State Director may make the recommendation to dismiss the Center Director after good faith consultation with each other and after a good faith effort to reach a joint decision. All personnel actions (including hiring and dismissal) will be accomplished in accordance with Audubon personnel policies and applicable laws.

IV. Audubon Center Stewardship Board Composition, Structure and Governance Rules

Each Audubon Center Stewardship Board is encouraged to create for itself governance rules (not inconsistent with Audubon's legal structure) which will encourage participation on the Board from a cross section of individuals representing the local community, Chapter, philanthropic, policy, business, science, education, and advocacy interests as well as providing other diversity. Each Audubon Center Stewardship Board should have the flexibility to set the number of

Each Audubon Center and its Center Stewardship Board will operate within the structure of and under the direction of the applicable Audubon State Office and its State Board, as set forth herein.

III. Powers and Responsibilities of Audubon Center Stewardship Boards

Subject to and in accordance with the Audubon policies set forth in Article V below, the National Board delegates to Audubon Center Stewardship Boards the following functions to be performed on behalf of and in support of Audubon Centers.

- 1. Policy Development:** The Audubon Center Stewardship Board should work with the Center Director to formulate and adopt policies to influence conservation public policy, if and as they deem appropriate, on matters of local jurisdiction. To further the Audubon mission, all such policy positions should be consistent with the overall general policy direction and corporate strategy of the organization, as determined by the National Board. On matters of national and international jurisdiction, the State Programs welcome the advice and opinions of Audubon Center Stewardship Boards in formulating and incorporating input which will then be forwarded by the State Director to the Public Policy division and National Board, for inclusion in their decision making process. Stewardship Boards are strongly encouraged to work closely with their local Chapter, if one exists, when developing positions on local policy issues. State Boards may provide additional support when appropriate. Once national and international policy positions are taken by the National Board, all Audubon Centers should support those national and international policy positions. Once state positions are taken by the appropriate State Board, all Audubon Centers within that state should support those positions.
- 2. Programmatic Development:** The Audubon Center Stewardship Board should work with the Center Director and State Education staff to formulate and adopt education programs in accordance with national guidelines and educational philosophy. Audubon Center Stewardship Boards and Center Directors will be guided in their work by the statement "Ten Essential Elements of Audubon Centers," adopted by the National Board on December 5, 1999 and attached hereto as Exhibit A. The Audubon Center Stewardship Board may want to establish an education committee to assist the Center Director with review and evaluation of educational programs, and provide periodic reports to the full Center Stewardship Board. It is expected that Audubon Centers and their Stewardship Boards will develop local program priorities and will work with the appropriate State Office and their statewide education staff to develop best practices which can be shared with other Centers.
- 3. Relationship with State/National:** The staff at Audubon Centers (including the Center Director) will be Audubon employees and will be part of the State Office staff reporting to the State Director or assigned representative, and Center budgets will be integrated into the State Office budget, subject to approval by the State Board. The National Office will set standards and guidelines that apply to all Audubon Centers in such areas as the character and quality of the educational programming, the character and quality of buildings, improvements and signage, and retail operations consistent with national

EXHIBIT D

GOVERNANCE GUIDELINES FOR AUDUBON CENTERS

Adopted by the
National Audubon Society Board of Directors

I. National Audubon Society Strategic Plan

A key strategy for implementing the Audubon strategic plan is the creation of fifty state programs, a primary mission of which is to create Audubon Centers to carry out the Audubon mission and goals. In turn, each Audubon Center is charged with the task of developing its own business plan within the context of the overall Audubon Plan and the appropriate State Strategic Plan, to guide the Center in serving its local community. In support of the goals of Audubon and each state's strategic plan, Audubon Center Stewardship Boards will work with Center Directors, State Directors and State Boards to implement the Audubon Center's program and to oversee the financial management of the Audubon Center. The Audubon National Board of Directors recognizes the importance of empowering the Audubon Center Stewardship Boards and Center Directors to develop and conduct programs and to raise and allocate funds in order to achieve the Audubon mission in their community in accordance with the state priorities.

II. Audubon Legal and Corporate Structure

National Audubon Society, Inc. (Audubon) is a New York not-for-profit corporation. Audubon is also a 501(c)(3) tax-exempt entity, as determined by the Internal Revenue Service. Audubon has also applied for and received in all states in which it does business (i) corporate authority to do business, (ii) state tax-exempt status, including sales tax exemptions, and (iii) authority to fundraise. Accordingly, Audubon files all federal and state corporate tax returns, solicitation reports, sales tax returns, and employment FICA and withholding returns. In addition, Audubon must also file returns periodically, but at least annually, related to the pension, 403(b), medical and other benefit plans, and reports annually to the EEOC on the composition of its workforce; is subject to A-133 government audits on grants received from federal and state governmental entities and undergoes an extensive annual audit by outside auditors as required by New York law.

In order to ensure that these and other fiduciary and legal obligations are met and in order to avoid the inefficiency and expense associated with duplication of services, the National Board has determined that all Audubon Centers should be included as part of the Audubon corporate legal entity and that Audubon Centers will not be separately incorporated. In addition, in order to fulfill its legal and fiduciary responsibilities, the National Board must maintain control over certain policy areas that will be administered centrally and applied uniformly throughout Audubon to ensure that the organization is protected against potential and unforeseen liabilities.

EXHIBIT C

The Ten Essential Elements of Audubon Centers

1. Audubon Centers promote the National Audubon Society mission: to conserve and restore natural ecosystems, focusing on birds, other wildlife, and habitat for the benefit of humanity and the earth's biological diversity.
2. Audubon Centers focus on quality education programs that build a relationship between people and the natural world and that give people the knowledge, skills and motivation to act to protect the environment.
3. Audubon Centers emphasize site-based education; programs that focus on teaching about the environment, in the environment. They emphasize field programs for a range of audiences, including young children, teens, families, and adults using hands-on concept-based methodology; and providing a range of science-based programs for all ages designed to take each participant to a higher level of knowledge, understanding and action. The goal will be to reach 1 in 4 children in their community.
4. Audubon Centers educate the community on the public policy process, conservation issues, and effective citizen advocacy. Centers encourage active citizen participation in conservation and in the resolution of public policy issues. When partnering with a public agency at a center, public policy activities at the center will be subject to the limitations of any agreement with the agency involved.
5. Audubon Centers will include facilities owned by AUDUBON, chapters, other organizations or public agencies. When establishing a new center, the staff and budget for the center should be fully integrated into the state office, and the center should identify itself as an Audubon Center consistent with other Centers around the country. When integrating a previously existing center into the Audubon Center network, individual agreements will be negotiated to accommodate each particular situation.
6. Audubon Centers will have an individualized strategy for long term sustainability. This will include earned income, fund raising, and endowment.
7. Audubon Centers will serve diverse ethnic and socio-economic groups in the community.
8. Audubon Centers are community-based and revolve around a protected place in the community, such as an Audubon Sanctuary, IBA, a land trust preserve, park, or refuge.
9. Audubon Center buildings are built to incorporate "green building" principles which serve as learning tools for their community.
10. Audubon Centers will use qualitative and quantitative tools provided by AUDUBON to regularly evaluate their success.

CONSENT OF LESSOR

The City of Columbus, a municipal corporation of the State of Ohio, acting by and through Wayne A. Roberts, Executive Director of the Department of Recreation and Parks, as owner of the Premises and lessor (the "Lessor") under the Lease dated as of _____, 200_ between Lessor and the Columbus and Franklin County Metropolitan Park District ("Sublessor"), hereby consents to the terms and conditions of the Sublease dated as of _____, 200_ (the "Sublease") between Sublessor and National Audubon Society, Inc. ("Sublessee") and agrees that if the Lease shall terminate, whether by reason of a default by Sublessor thereunder or otherwise, and provided that no default exists by Sublessee under the Sublease beyond any notice and grace periods provided therein, the Sublease shall continue in full force and effect as a direct lease between Lessor and Sublessee as though Lessor was named as Sublessor therein, and Sublessee agrees to attorn to Lessor, as its landlord thereunder.

**CITY OF COLUMBUS
RECREATION AND PARKS DEPARTMENT**

BY _____

Witness

Wayne A. Roberts, Executive Director
Recreation and Parks Department

Witness

-
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 9. Audubon Center buildings are built to incorporate "green building" principles which serve as learning tools for their community.
 10. Audubon Centers will use qualitative and quantitative tools provided by AUDUBON to regularly evaluate their success.

IN TESTIMONY WHEREOF, the Sublessor and Sublessee have caused this Sublease Agreement to be signed in duplicate on the day and year above written.

Witness

**COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT**

BY _____

John O'Meara, Executive Director

Witness

NATIONAL AUDUBON SOCIETY, INC.

Witness

BY _____

**John Flicker
President**

Witness

12. GOVERNMENT REGULATIONS

Sublessee, at its sole cost and expense, shall comply with all applicable laws, and regulations of the Government of the United States, State of Ohio, and ordinances of general application of the City of Columbus with respect to the manner of use, occupancy, construction, or maintenance of the premises and site by Sublessee.

13. PREVAILING WAGE

As required by City Code Section 329.251 Sublessee shall in the construction of any improvements on the premises pay prevailing wage rates as defined in Chapter 4115 of the Revised Code.

14. ENTIRE LEASE AGREEMENT

This Sublease and the Memorandum of Understanding constitute the entire agreement by and between the parties in connection with the sublease of said Premises and no change, modification or waiver of such agreement shall be binding upon either party unless it is in writing and executed by the parties hereto.

15. MEMORANDUM OF SUBLEASE

Sublessor and Sublessee shall, concurrent with the execution of this Sublease, execute a memorandum of Sublease and Sublessee shall cause the same to be recorded in the office of the Franklin County Recorder.

16. CONSENT

Wherever consent of Sublessor is required herein the consent of the Executive Director shall constitute consent.

692 N. High Street
Suite 208
Columbus, Ohio 43215
Attention: Executive Director

10. DEFAULT

It shall be a default and breach of this Sublease by either party if it fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under the Sublease for a period of sixty days after written notice given by the party claiming default, provided, however, that if the term, condition, covenant or obligation to be performed is of such a nature that the same cannot reasonably be performed within such sixty (60) day period, then it shall not be a default or breach of this Sublease, so long as the party receiving the notice of default commences efforts to perform or observe the term, condition, covenant or obligation in question, and thereafter diligently undertakes to complete performance or observation as reasonably soon as possible.

11. TERMINATION

(a) The Sublease agreement may be terminated by either the Sublessor, or the Sublessee upon a default which remains uncured after notice and expiration of the cure period as described in item 10 hereof, effective the 180th day after written notice of termination has been given by the terminating party to the other party at the address set forth in item 9 above, provided that no notice of termination may be given before a default has occurred.

(b) In the event that at any time Sublessee is no longer able to carry out the purposes of this Sublease and the MOU because of (a) corporate incapacity, (b) lack of funds to construct, maintain and operate the Premises, (c) failure to obtain the necessary permits and licenses from applicable governmental authorities, (d) the discovery of hazardous materials on the Premises that predate the commencement date of this Sublease, or (e) changed conditions in general, then Sublessee shall have the right to terminate this Sublease upon one hundred twenty (120) days written notice to Sublessor.

If Sublessor or Sublessee shall terminate this Sublease as provided above, then Sublessee shall surrender the Premises, including improvements thereon to Sublessor.

5. NONDISCRIMINATION

Sublessee shall not discriminate because of race, color, sex or national origin in any manner during Sublessee's use of Premises.

6. NOTIFICATION OF CLAIMS

Sublessor and Sublessee shall give prompt and timely notice to one another of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise affects or might affect Sublessee or Sublessee's right to use premises.

7. MAINTENANCE

Sublessee shall maintain and operate the leased premises.

8. ASSIGNMENT AND SUBLETTING

Sublessee shall not assign this Sublease in whole or part, nor sublet all or any part of said Premises without first obtaining written consent from Sublessor, which consent may be denied for any reason, except that Sublessee shall have the right to sublease or contract for the operation of a food service enterprise, gift shop, maintenance or similar activities.

9. NOTICE

Notice required to be given by either party shall be in writing, sent by certified mail addressed to Sublessor/Sublessee as follow

a. If to the Sublessor:

Columbus and Franklin County
Metropolitan Park District
1069 West Main Street
Westerville, Ohio 43081
Attn: Director

b. If to Sublessee:

National Audubon Society, Inc.
700 Broadway
New York, New York 10003
Attention: SVP, Finance & Administration

With a copy to:
Audubon Ohio

2. USE OF DEMISED PREMISES

(a) The Sublessee shall use the leased premises solely for charitable, educational, cultural, scientific and research purposes, as an "Audubon Center", including, without limitation, as a nature center providing environmental education and promoting conservation action through programs, classes and other activities, and as a sanctuary for the protection of birds, other wildlife and their habitat, together with uses incidental thereto, consisting of office space, storage, exhibits, food service, fundraising events, a shop for the sale of nature books and related items, demonstration gardens, interpretative areas and trails, and driveways and parking areas, consistent with the Memorandum of Understanding and as the state office headquarters for Audubon Ohio..

(b) Sublessee may conduct certain special events on the Premises, including, without limitation, fundraising events for the benefit of Sublessee, and exhibit openings, provided that Sublessee shall provide for and assume all costs and expenses for any permits required by applicable governmental authorities, or additional personnel or facilities necessary to accommodate such events. The dispersing of alcohol shall not be permitted on the Premises except in connection with such special events.

(c) Sublessee shall have the right to place, construct and maintain in, on, or about the Premises (a) signs or graphic installations, advertising the name of the Premises or any other matter germane to Sublessee's use of the Premises and (b) plaques or other displays of the names of donors or contributors to the Premises. Sublessee may also name any feature of the Premises (such as a bench, garden or room within any improvement) in acknowledgement or recognition of, or in connection with any donation to the Premises. Sublessor will include references to the Audubon Center and directions thereto on entrance signs to the park property as provided in the Memorandum of Understanding.

3. IMPROVEMENTS

The Sublessee shall have the exclusive right to develop the premises consistent with development plans prepared by the Sublessee and reviewed by the Center Stewardship Board as described in the Memorandum of Understanding.

4. TAXES AND ASSESSMENTS

It is understood between the parties that the Premises are currently exempt from real estate taxes. However, should all or any portion of said Premises become taxable during the term of this Sublease as a result of Sublessee having the use of said Premises, then Sublessee shall be responsible for all real estate taxes applicable thereto. Sublessor shall be responsible for all real estate assessments levied upon said Premises for the term of this Sublease.

EXHIBIT B

SUBLEASE AGREEMENT

Whittier Peninsula

This Sublease Agreement is made and entered into as of the _____ day of _____, 200_, by and between the Columbus and Franklin County Metropolitan Park District (hereinafter "Sublessor") and National Audubon Society, Inc., a New York not-for-profit corporation (hereinafter "Sublessee").

WITNESSETH:

That pursuant to a Lease Agreement dated as of _____, 200_ by and between the City of Columbus, a municipal corporation of the State of Ohio, as lessor ("Lessor"), and Sublessor, as lessee (the "Lease"), Sublessor is leasing a portion of certain real property generally known as the Whittier Peninsula for use as a park and trail system; and

That for the consideration hereinafter set forth the Sublessor does hereby sublease to the Sublessee, for use as a nature center and state office (as described below), approximately __ acres of the park property, as described in Exhibit "A", together with the right to use the trail system (hereinafter known as "Premises").

NOW, THEREFORE, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

1. TERM AND RENT

This Sublease of the premises shall be for a term of twenty-five (25) years with two, twenty-five (25) year options. This Sublease shall automatically renew for each of the twenty-five year options unless the Sublessee notifies the Sublessor in writing of its intent to terminate this Sublease at least six months prior to the expiration of the initial or extended term of this Sublease, as applicable.

Rental payment shall be \$1.00 with the Sublessee assuming all improvement, maintenance and operation costs within the leased area as specified in the Memorandum of Understanding, attached as exhibit "B", as approved by the Franklin County Metropolitan Park District, Board of Park Commissioners and the Columbus Recreation and Parks Commission, other than costs associated with obtaining the covenant not to sue referred to in Paragraph 14 of the Memorandum of Understanding.

The term of this Sublease shall commence on the date of recordation of the covenant not to sue referred to in Paragraph 14 of the Memorandum of Understanding.