

EXHIBIT B

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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.

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.

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**

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.

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.

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

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

Witness

Witness
