

EXHIBIT "A"
TO
CONSENT OF THE
BOARD OF DIRECTORS OF
GVR FOUNDATION

FORM OF
RESOURCE SHARING AGREEMENT
between
GREEN VALLEY RECREATION INC.
and
GVR FOUNDATION

This Resource Sharing Agreement (the "Agreement") is made as of December 8, 2016 (the "Effective Date"), by and between Green Valley Recreation, Inc. ("GVRI"), an Arizona nonprofit corporation, and GVR Foundation (the "Foundation"), an Arizona nonprofit corporation.

WHEREAS:

- A. GVRI and the Foundation (collectively, the "Parties") both are nonprofit organizations that strive to enhance the lifestyle, health, and well-being of the Greater Green Valley, Arizona community; and
- B. GVRI is an Arizona nonprofit corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- C. The Foundation is an Arizona nonprofit corporation exempt from federal income tax under Code § 501(c)(3), classified as a public charity under Code § 509(a)(2); and
- D. GVRI is staffed by full-time and part-time employees who carry out GVRI's programs and activities under the supervision of GVRI's Chief Executive Officer, who reports to GVRI's board of directors; and
- E. The Foundation is a non-staffed charitable organization whose purposes and activities are carried out by its volunteer board of directors; and
- F. The Parties desire to enter into a contractual relationship regarding the sharing of resources by and between the Parties, and addressing other aspects of the legal relationship of the Parties; and

G. GVRI's board of directors has determined that sharing resources with the Foundation will serve and advance GVRI's 501(c)(4) corporate purposes, as set forth in its Articles of Incorporation, to "promote the common good and general welfare of its members through the operation and maintenance of recreational and social facilities and the sponsorship of cultural and civic activities for its members and other persons and groups within the community of Green Valley;" and other such purposes as set forth in GVRI's Articles of Incorporation;

H. The Foundation's board of directors has determined that sharing resources with GVRI will serve and advance the Foundation's 501(c)(3) corporate purposes, as set forth in its Articles of Incorporation, to (i) engage in "charitable, educational, economic development and community development strategies and activities that benefit the community;" and (ii) pursue "charitable, educational, health and wellness, recreation and safety purposes that benefit the residents and community of greater Green Valley, Arizona;"

I. Both GVRI's board of directors and the Foundation's board of directors have determined that the sharing of resources by and between the two organizations will further the community benefits and public purposes of GVRI's 10-Year Strategic Master Facility Plan;

NOW, THEREFORE, the Parties hereby mutually deem it advantageous to share certain resources, as follows:

A. Shared Resources

1. Employees

- a. Foundation Use of GVRI Employees. Upon request from the Foundation's board of directors, and pursuant to the general authority granted by GVRI's board of directors, GVRI's Chief Executive Officer may, from time to time, allocate GVRI staff resources for the benefit of the Foundation and instruct GVRI employees to perform services on behalf of the Foundation.
- b. No Reimbursement Required. The Foundation shall not be required to reimburse GVRI for such services.
- c. Status of GVRI Employees. In performing services on behalf of or for the benefit of the Foundation, GVRI's employees shall at all times remain employees of GVRI, and will report to GVRI's Chief Executive Officer, in his or her capacity as the Chief Executive Officer of GVRI (and/or his or her designee(s)), acting under the general authority of GVRI's board of directors.
- d. Periodic Reporting. GVRI shall provide periodic reports to the Foundation's board of directors regarding services performed by GVRI staff on behalf of the Foundation.

2. Office Space and Facilities

- a. Dedicated Space. GVRI owns and/or leases office space, recreational facilities, and other real property in Green Valley, Arizona (the "Premises"). GVRI may, upon written request from the Foundation, designate office space or facilities, or both, for the Foundation's direct and exclusive use ("Dedicated Space").
- b. Shared Space. In addition to its use of Dedicated Space, the Foundation also may make use of common spaces within the Premises ("Shared Space"), provided that such use of Shared Space does not interfere with the use of Shared Space by GVRI or its members.
- c. Additional Space. GVRI from time to time may also designate additional space or facilities for the Foundation's exclusive or shared use, on a temporary or indefinite basis, including exclusive use of Shared Space by the Foundation on a temporary basis (such as for a specific event) ("Additional Space"). Any use of Additional Space must be requested or otherwise memorialized in writing and must be coordinated in advance with GVRI's Chief Executive Officer.
- d. Rent and Cost Accounting for Dedicated Space and Shared Space. The Foundation's use of Dedicated Space and Shared Space shall be rent-free. For tax and accounting purposes, the Foundation's fair share of GVRI's costs of owning, renting, and/or operating the Premises used by the Foundation may be calculated, from time to time and at GVRI's discretion, on such basis as may be deemed reasonable and appropriate by GVRI and as may be approved by the Foundation (such ratio to be referred to as the "Foundation Ratio").
- e. Rent or License Fees for Additional Space. GVRI may, but need not, charge rent or a license fee for the Foundation's use of any Additional Space, provided that such rent or fee is at or below fair market value as established on an objective independent basis.
- f. Joint Development of New Facilities or Improvements to Existing Facilities. Any joint development of new facilities, and any joint efforts to make improvements to existing facilities, must be set forth in a separate written agreement, approved by the board of directors of each organization, and structured in such manner that protects the tax-exempt status of each organization and addresses the specific rules governing the operations of 501(c)(3) organizations.

3. Utilities, Real Property Insurance, and Similar Items of Facility Overhead. The Foundation shall not be required to reimburse GVRI for its share of GVRI's utilities, real property insurance, and similar items of facility overhead arising from the Foundation's use of the Premises.

However, for tax and accounting purposes, the Foundation's fair share of such utilities, property insurance, and other items of overhead may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of such items by the Foundation Ratio.

4. General Liability, Directors and Officers, and Other Insurance. GVRI shall be responsible for obtaining and paying for all necessary and customary insurance policies, to include general liability, directors and officers, umbrella, and other such policies as GVRI may deem necessary and prudent. The Foundation generally shall not be required to reimburse GVRI for such insurance expenses, except that the Foundation shall be wholly responsible for paying additional insurance premiums as may be required for special Foundation events. As may be applicable and appropriate, each Party and each Party's directors, officers, agents, representatives, employees, and volunteers may be named as additional insured on the other Party's insurance policies. For tax and accounting purposes, the Foundation's fair share of expenses relating to such insurance expenses may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of such insurance expenses by the Foundation Ratio, or by such other means as GVRI may determine to be appropriate.
5. Furniture and Equipment. The Foundation shall not be required to reimburse GVRI for use of office furniture and equipment (including chairs, desks, phones, computers, printers, fax machines, copiers and the like) in connection with the Foundation's use of the Premises. However, for tax and accounting purposes, the Foundation's fair share of expenses relating to such use may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of use of such items by the Foundation Ratio.
6. Software. The Foundation shall not be required to reimburse GVRI for use of basic office productivity software (including Microsoft Office and Microsoft Outlook) owned by or licensed to GVRI. However, for tax and accounting purposes, the Foundation's fair share of expenses relating to the use of such software may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of use of such software by the Foundation Ratio. The acquisition and use of specialized software for specific purposes shall be evaluated on a case-by-case basis, with such terms and conditions as may be necessary and appropriate negotiated and set forth in a supplemental agreement.
7. Supplies and Miscellaneous Goods and Services. The Foundation shall bear its own expenses for creating and distributing specialized marketing materials, mass mailings, and messenger and express delivery services, unless otherwise provided for in a separate supplemental agreement regarding specific items and expenses to be

provided by GVRI for or on behalf of the Foundation, at no charge or for an agreed-upon price, which shall not exceed fair market value as established on an objective independent basis. The Foundation shall not be required to reimburse GVRI for normal use of office supplies or other miscellaneous consumable goods and services, including supplies and expenses relating to incidental printing and mailing.

8. Travel and Transportation. Each party shall separately bear its own travel and transportation expenses, unless otherwise provided for in a separate supplemental agreement regarding specific items and expenses to be paid for by GVRI for or on behalf of the Foundation, at no charge or based on an agreed-upon reimbursement or payment schedule, which shall not exceed fair market value as established on an objective independent basis. Expenses relating to travel or transportation by employees, contractors, or volunteers, where work is performed on behalf of both parties, ordinarily shall be allocated to each party in proportion to the hours of work performed on the trip by the traveler, for that party, as compared to the total number of hours of work performed on the trip by the traveler.
9. Telecommunications. The Foundation shall not be required to reimburse GVRI for use of network and telecommunications equipment and facilities licensed or owned by GVRI, including networking equipment, software, bandwidth, ISP and hosting services, and the like. However, for tax and accounting purposes, the Foundation's fair share of expenses relating to the use of such equipment and facilities may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of use of such equipment and facilities by the Foundation Ratio.
10. Professional Services; Annual Audit; Annual Information Returns. GVRI shall be responsible for engaging and paying for legal, accounting, tax, and other professional services that may be required from time-to-time. The Foundation shall not be required to reimburse GVRI for such professional services. However, for tax and accounting purposes, the Foundation's fair share of expenses relating to such professional services may be calculated, from time to time and at GVRI's discretion, by multiplying the total cost to GVRI of such professional services by the Foundation Ratio, or by other such means as GVRI may determine to be appropriate. This paragraph shall not preclude the Foundation from separately engaging legal counsel or other professional advisors to advise the Foundation's board of directors on specific matters, as the Foundation's board of directors may deem necessary and prudent.

B. Intellectual Property and License of Marks

1. **Definitions.** The following definitions apply for purposes of this Agreement:
 - a. **Mark** shall mean any trademark, design mark, trade name, business name, service mark, or logo, whether registered or unregistered, belonging to GVRI or the Foundation.
 - b. **GVRI Marks** shall mean all Marks belonging to GVRI.
 - c. **Foundation Marks** shall mean all Marks belonging to the Foundation.
2. **Grant of License of GVRI Marks.** Subject to the terms and conditions herein, GVRI grants to the Foundation a non-exclusive, non-transferable, royalty-free license for the duration of this Agreement to duplicate and use GVRI Marks in connection with the Foundation's tax-exempt purposes.
3. **Grant of License of Foundation Marks.** Subject to the terms and conditions herein, the Foundation grants to GVRI a non-exclusive, non-transferable, royalty-free license for the duration of this Agreement to duplicate and use the Foundation Marks in connection with GVRI's tax-exempt purposes, provided that such use furthers the public purposes of the Foundation and GVRI, and that all use of the Foundation Marks by GVRI shall inure to the Foundation's benefit.
4. **Ownership.** Each Party, as the grantee of the license granted under this Agreement (each a "Licensee") acknowledges that ownership of the Marks belonging to the granting Party (the "Licensor") remains with the Licensor. Neither Party, as Licensee, shall use or authorize any third party to use the Marks of the Licensor except as set forth in this Agreement or as may be otherwise approved in advance in writing.
5. **Quality Standards.** Each Party, as Licensee, agrees to maintain such quality standards as may be prescribed by the Licensor in the conduct of the business operations with which the Marks are used.
6. **Infringement.** In the event that either Party learns of any infringement, threatened infringement, or passing-off of the Marks, or that any third party claims or alleges that any of the Marks are likely to cause deception or confusion to the public, the Party discovering such information shall notify GVRI's Chief Executive Officer, giving particulars thereof, and GVRI shall provide direction and assistance in determining the appropriate course of action, including whether proceedings should be commenced or defended. The ultimate decision as to how to proceed with respect to any infringement or alleged infringement rests with the board of directors of the organization that owns the Mark.

C. Mailing Lists

1. **Availability.** GVRI shall make its full mailing list available to the Foundation for the Foundation's use, subject to the restrictions contained within this Agreement.
2. **Consideration.** In consideration for the use of GVRI's mailing list, the Foundation shall provide GVRI unlimited use of all unique names added to GVRI's mailing list in the course of the Foundation's mailing list development.

D. Fundraising; Contributions; Foundation Transfers to or for the Benefit of GVRI

1. **Fundraising.** Any joint fundraising efforts shall be conducted pursuant to one or more separate written agreements, and/or board-approved development and fundraising policies, and/or resolutions approved by the board of directors of each organization, and structured in a manner that protects the tax-exempt status of each organization and addresses the specific rules governing the operations of 501(c)(3) organizations, including fundraising activities, and the specific rules governing contributions to 501(c)(3) organizations.
2. **Contributions.** Contributions to the Foundation shall be used in such a manner that is consistent with (1) the Foundation's 501(c)(3) status; (2) the Foundation's specific charitable, educational, economic development, and community development purposes; (3) the intent of the donor; and (4) the Foundation's gift acceptance policy (if any) and other such policies and procedures as may be applicable.
3. **Grants.** Any transfer of funds or other assets from the Foundation to or for the benefit of GVRI shall be made in the form of a grant, for a specified community purpose, approved in advance by the Foundation board of directors, made pursuant to the Foundation's policies and procedures governing grants and financial assistance to other organizations.

E. General Terms and Conditions


1. **Tracking, Billing and Payment.** GVRI shall be responsible for tracking, calculating, allocating, and billing any amounts that may be charged to or owed to the Foundation under this Agreement. GVRI shall provide periodic reports to the Foundation's board of directors regarding items and expenses allocated, billed, and paid pursuant to this Agreement.
2. **Term and Termination.** This Agreement shall continue until terminated by either party with ninety (90) days prior written notice.
3. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Arizona.
4. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to its subject matter and supersedes any prior or

contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

5. Severability. If any provision of this Agreement is conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby.
6. Amendments. This Agreement may be amended only by a written instrument signed by an authorized representative of each Party. Any supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Green Valley Recreation, Inc. ("GVRI")


//FOR BOARD APPROVAL ONLY//
By: Joseph A. Gunton, Jr.
Its. President

11-29-16
Date

GVR Foundation ("FOUNDATION")


//FOR BOARD APPROVAL ONLY//
By: Anne Waisman
Its. President

12/8/16
Date