



Directors's Agreement

I, the undersigned, as a condition of holding office as a Director of the Inner Arbor Trust, Inc. (the "Trust"), a Maryland not-for-profit charitable organization, do hereby agree to actively support and uphold the Mission of the Trust, the Trust's Grant of Perpetual Easement, the Design of Merriweather Park at Symphony Woods, and the Key Agreements with the Trust's neighbors in the Merriweather-Symphony Woods Neighborhood; I acknowledge my obligations pursuant to Maryland law as a fiduciary of the Trust and acknowledge my obligation to always act in accordance with my required Duty of Care, Duty of Loyalty, and Duty of Obedience to the Trust; and, I further affirmatively agree to the Expectations of Board Directors outlined in this Director's Agreement.

Mission

The Mission of the Trust is to develop and operate *a new kind of cultural park where the landscape becomes a setting for arts, cultural, and civic uses*, as documented in the Trust's approved 1023 Application to the Internal Revenue Service, dated December 27, 2013. The Howard County Council mandated such a park in the Merriweather-Symphony Woods Neighborhood in Downtown Columbia on February 1, 2010, when it passed the Downtown Columbia Plan through approval of a General Plan Amendment. **I acknowledge the Mission of the Trust and agree to support the Mission.**

Grant of Perpetual Easement

The foundation of the Trust's responsibility for the land and authority to control the land in perpetuity is derived from the Amended and Restated Declaration of Restrictive Covenants and Easement Agreement, dated March 14, 2014 between the Trust and the Columbia Association, Inc. ("CA")(the "Perpetual Easement"). **I acknowledge the Perpetual Easement and agree to support the Trust's rights and responsibilities as defined in the Perpetual Easement.**

Design of Merriweather Park at Symphony Woods

The design of Merriweather Park at Symphony Woods is depicted and documented in the Site Development Plan (SDP 14-073), unanimously approved by the Howard County Planning Board on November 20, 2014. **I acknowledge the design of Merriweather Park at Symphony Woods and agree to support the implementation of the approved SDP 14-073.**

Key Agreements of the Trust

To support consistent with both the Amended and Restated Declaration of Restrictive Covenants and Easement Agreement and Howard County's Merriweather-Symphony Woods Neighborhood Plan, the Trust has entered into two key agreements:

- 1. License, Easement and Operating Agreement**, dated March 6, 2015, by and between It's My Amphitheater, Inc. ("IMA") (the operator of Merriweather Post Pavilion), which documents the rights and responsibilities of IMA for limited use of Merriweather Park at Symphony Woods for musical performance entertainment events.

- 2. Reciprocal Easement Agreement**, dated May 15, 2015, and recorded in the Land Records of Howard County, by and between the Merriweather Post Business Trust, Howard Research and Development Corporation (both of which are subsidiaries of the Howard Hughes Corporation, the owner of Merriweather Post Pavilion) and the Trust, defining improvements upon the respective property, for mutually beneficial shared uses consistent with the Howard County Planning Board's September 6, 2012, Decision & Order for Final Development Plan FDP-DC-MSW-I, and in support of the Merriweather-Symphony Woods Neighborhood Specific Design Guidelines enacted into law therein.

I acknowledge the License, Easement, and Operating Agreement and the Reciprocal Easement Agreement and agree to support and abide by the both key agreements.

Fiduciary Duties

I understand that I am required by Maryland law to act in accordance with the Duty of Care, Duty of Loyalty, and Duty of Obedience to the Trust.

Expectations of Board Members

I hereby affirm and commit to actively support and uphold the below Expectations.

- I will serve in good faith, with honesty, integrity and collegiality.

- I will make every effort to attend Board Meetings and other Trust functions and will attend most meetings and events.

- I will be knowledgeable of and prepared for all Board Meetings, having read, reviewed and conducted appropriate due diligence.

- I will review the Trust's financial information and opinions, ensure the proper use of resources, and review and approve the Trust's audited financial statements and filings.

- I will participate in at least one Trust committee and/or will hold at least one Trust officer position.

- I will serve as an ambassador for the Trust, always working to enhance its public image.
- I will serve the Trust as a whole and support actions of the Board to the outside world, even in situations in which I did not personally support the action when discussed by the Board and voted against the majority of the Board.
- I will directly financially contribute to the Trust or indirectly by securing financial contribution from others.
- I will assist with fundraising efforts to secure public and institutional grants, corporate sponsorships, private philanthropy, or public funds.
- I will treat all fellow Directors, Officers of the Trust, and its staff, vendors, and volunteers with respect and dignity.
- I will not use any information provided or acquired as a consequence of my service to the Trust in any manner other than in furtherance of my duties to the Trust.
- I will not share, copy, reproduce, transmit, divulge or otherwise disclose confidential discussion, proceedings, or documents of the Trust.
- I will not undermine the authority of the Trust Board, its Chair or Officers, interfere with the duties of the Trust management and staff, or the established lines of communication.
- I will not speak for or act on the behalf of the Trust unless authorized to do so by the Trust Board, its Chair, or its President.
- I will not engage in any writing, publishing, speech-making or other act that a reasonable person would reasonably expect to cause harm to the reputation or work of the Trust.
- I will not interfere with, persuade or attempt to persuade any party that has an actual, intermittent or potential relationship to the Trust.
- I will not represent to third parties that my authority as a Board Member extends any further than that which it actually extends.
- I will not engage in any outside professional or avocational activities that would directly or indirectly be materially adverse to the interests of the Trust.
- I will not engage in or facilitate any discriminatory, or otherwise unprofessional or harassing behavior directed toward parties affiliated with the Trust.
- I will not solicit or accept any item, service or opportunity of value from any party as a direct or indirect inducement to provide special treatment regarding Trust matters.

- I will not do anything that may jeopardize the Trust’s tax-exempt status, its ability to solicit and receive funding, or threaten the Trust’s ability to enter or abide by contractual relations.
- I will not withhold or delay the return of physical and electronic files or property entrusted to me for the purpose of fulfilling my responsibilities for the Trust, once not a Trust fiduciary.
- I will not abrogate or abridge my commitment to confidentiality pertaining to the Trust, even after the point that I am a part of and fiduciary for, the Trust.

I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of Directors of the Inner Arbor Trust, Inc., hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations associated with my role as a Board Member and abide by this Director’s Agreement. I understand that the failure to abide by this Director’s Agreement may result in my removal as a Board Member of the Inner Arbor Trust, Inc., pursuant to the requirement and processes provided in the organization’s governing documents.

Signed: _____ Date: _____

Print: _____