

HUNTING LEASE AGREEMENT

THIS HUNTING LEASE AGREEMENT (hereinafter this "Lease"), made this _____ day of _____ 20____, by and between the STATE OF MARYLAND to the use of the DEPARTMENT OF NATURAL RESOURCES, Maryland Forest Service, 580 Taylor Avenue, E-1, Annapolis, Maryland 21401 (hereinafter "Lessor"), and _____ (hereinafter "Lessee").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual entry into this Lease by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, in its "**AS IS**" condition, all of that real property, situate and lying in _____ County, Maryland, which consists of approximately ___± acres of land as shown on the map attached hereto as Exhibit A (hereinafter referred to as the "Premises"), being a portion of a tract of land (hereinafter referred to as the "Land") described in a deed dated _____, from _____ to Lessor and recorded in the Land Records of _____ County, Maryland in Liber _____, Folio _____, upon the terms and subject to the condition hereinafter set forth. This Lease does not convey to Lessee any interest in or to any mineral rights.

SUBJECT TO THE OPERATION AND EFFECT of any and all instruments and matters of record or in fact, UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Term.

1.1. Length.

This Lease shall be for a term (the "Term") beginning _____, 20 ____ (the "Commencement Date") and terminating on _____, 20 ____ (the "Termination Date").

1.1.1. Renewal Terms. At the end of the Term this Lease will automatically renew for _____ additional and consecutive one year Terms unless either Lessee or Lessor notifies the other party in writing no later than June 15th of the then-current Term that the notifying party is not renewing the Lease ("Notice of Non-renewal"). In the event that either party chooses not to renew the Lease and forwards a Notice of Non-renewal to the other party in accordance with this Section 1.1.1. the Lease shall automatically terminate at the end of the then-current Term. If this Lease is renewed, the period of any such renewal being thereafter referred to as the "Term". Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Lease. Pursuant to this Section 1.1.1., in no event will this Lease renew for any period after _____.

1.2. Surrender. Lessee shall at its expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly surrender to Lessor exclusive possession of the Premises (including any improvements which, under the provisions of Section 5, are owned by Lessor) in good order and repair (ordinary wear and tear excepted), (b) remove therefrom the Lessee's signs, goods and effects not owned by Lessor, and (c) repair, to Lessor's satisfaction, any damage to the Premises or the property caused by such removal.

Section 2. Rent.

2.1. Amount. As rent for the Premises Lessee shall pay to Lessor the following:

2.1.1. Rent. Subject to rent increases provided for in Paragraph 2.1.2 below, an annual rent equal to _____ Dollars and **No** cents, (\$ _____) per year.

2.1.2 Rent Increases. Each year the rent will be reviewed by Lessor and adjusted, if necessary, to reflect current market conditions. Lessee will be notified of any rent increase, in writing, by July 1st of each year of the Term, unless either party has notified the other through a Notice of Non-renewal in accordance with Section 1.1.1. that it is not renewing the Lease. In no event shall the increase in rent exceed Two (2%) percent of the previous year's rent. The amount of rent due each year of the Term as determined under the provisions of this

Section 2 is hereinafter referred to as the "Rent".

2.2. When due and payable.

2.2.1. The Rent shall be due and payable on July 31st of each year of the Term, beginning July 31, 20____. The Rent for the initial Term, beginning _____ (the "Commencement Date"), and terminating on _____ (the "Termination Date") is due and payable in full on _____.

2.2.2. Each payment of Rent shall be made promptly when due, without any deduction or setoff whatsoever, and without demand. Any such payment which is less than the amount of Rent then due shall constitute a payment made on account thereof, the parties hereto hereby agreeing that Lessor's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or Lessor's acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Lessor's rights hereunder to be paid all of such amount then due, or in any other respect.

2.3. Where payable. Lessee shall pay the Rent, in lawful currency of the United States of America, to Lessor by delivering or mailing it to Department of Natural Resources, Forest Service, 6572 Snow Hill Road, Snow Hill, Maryland 21863 or to such other address or in such other manner as Lessor from time to time specifies by written notice to Lessee.

Section 3. Use of Premises.

3.1. Lessee shall occupy and use the Premises for and only for the purpose of hunting for wild game of those species legal in Maryland and all other hunting, fishing and trapping rights are specifically excluded herefrom. Only Lessee's members shall be permitted to hunt on the Premises; a list of members is attached hereto as Exhibit B. Any change in membership shall be promptly reported to Lessor. All of Lessee's members have read and/or have been given a copy of (i) this Lease and (ii) the insurance policy required under Section 4 of this Lease, and all members are aware of the terms and conditions contained therein. Lessee shall perform any and all hunting under this Lease in strict accordance with all federal, state and local laws and ordinances and all Chesapeake Forest Land Regulations listed under Title 8, Subtitle 1, Chapter 7 of the Code of Maryland Regulations ("COMAR 08.01.07"). Lessee shall submit to Lessor an "Annual Hunt Report" at the close of each hunting season, but no later than the first day of June each year.

3.2 In its use of the Premises, Lessee will not perform (nor permit to be performed) on any portion of said Premises, any illegal, immoral or objectionable act or acts, nor will it perform (nor permit to be performed) anything in or about the Premises which would contravene a policy of insurance against loss by fire, which insurance Lessor may, but is not required, to maintain.

3.3 NO HUNTING SHALL BE PERMITTED WITHIN ONE HUNDRED FIFTY FEET (150FT.) OF ANY EXTERIOR BOUNDARY OF THE PREMISES OR ANY PUBLIC ROAD OR WAY OR FOR THE CONDUCT OF DNR'S OPERATIONS.

3.4. Permits, Licenses and Compliance with Legal Requirements.

Lessor's granting of this Lease does not imply approval of the Department of Natural Resources or exception for any permit requirements. Lessee's use and occupancy of the Premises shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations, including all applicable regulations and policies promulgated by the State of Maryland, Department of Natural Resources, including but not limited to COMAR 08.01.07. Lessee shall be responsible for obtaining all camping permits and hunting licenses required for its use and occupancy of the Premises. Lessee shall be responsible for and assume all liability in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

3.5 Restrictions on Use.

3.5.1. Lessee shall not: (a) build or maintain any fires on the Premises; (b) cut, damage, mutilate or destroy any vegetation (except grass, weeds or underbrush, after obtaining Lessor's approval); (c) construct any new roads, nor mark trails by blaze or with paint; (d) camp

on the Premises, unless an express written camping permit is executed by the parties hereto; and (e) permit any toxic or hazardous materials or substances to be brought onto the Premises.

3.5.2. Neither Lessee, nor any of Lessee's members, may use the Premises or its/their leasehold interest in the Premises for purposes that result in profit or income production.

3.6 No motor vehicles, including but not limited to cars, trucks, trail bikes, all-terrain vehicles, and off-road vehicles, are permitted on any roads posted "Road Closed to Vehicular Traffic" or "This Road is Closed". Except as otherwise provided herein, motor vehicles shall be permitted: (i) only on those existing roads designated by the manager of the Chesapeake Forest Lands as defined in the Code of Maryland Regulations 08.01.07.02(C) (hereinafter referred to as the "Forest Manager"), and (ii) only to access parking areas and or camping sites permitted under Paragraph 3.4 of this Lease. All-terrain vehicles or off-road vehicles may be used on the Premises (i) only with the written permission of the Forest Manager, and (ii) only to access blinds or tree stands or to remove harvested game animals. All-terrain vehicles or off-road vehicles that have been permitted in writing by the Forest Manager are strictly prohibited in all wetland areas. Lessor shall have the right to close any road on the Premises and shall indicate such closure by posting a sign at the roadway entrances stating, "THIS ROAD IS CLOSED" or "ROAD CLOSED TO VEHICULAR TRAFFIC".

Section 4. Insurance and indemnification.

4.1. Insurance to be maintained by Lessee.

4.1.1. Lessee shall maintain at its expense, throughout the Term, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or arising out of the use thereof by Lessee or its agents, employees, officers, and visitors, under one or more policies of Comprehensive General Liability insurance having such limits as to each as are reasonably required by Lessor from time to time, but in any event of not less than a minimum coverage of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, and shall contain broad form CGL Endorsement or its equivalent. Each such policy shall (a) name as insureds thereunder the State of Maryland and the Department of Natural Resources and Lessee, (b) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by Lessor or its successors, (c) by its terms, provide Lessor with thirty (30) days prior written notice before cancellation, non-renewal, or material change to a policy, and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. Lessee shall obtain from its insurer and deliver to Lessor an endorsement to Lessee's policy to evidence that Lessor is named as an additional insured and will be given thirty (30) days notice prior to cancellation, non-renewal, or material change to the policy.

4.1.2. (a) At least five (5) days before the Commencement Date, Lessee shall deliver to Lessor an original or a signed duplicate copy of each such policy (or at Lessor's option, a certificate thereof), and (b) at least thirty (30) days before any such policy expires, Lessee shall deliver to Lessor an original or a signed duplicate copy of a replacement policy thereof (or at Lessor's option, a certificate thereof). In the event Lessee fails to pay any insurance premium when due, Lessor shall have the option but not the obligation of paying such insurance premiums on behalf of Lessee and, Lessee shall immediately, upon demand, repay such sum to Lessor .

4.2. Indemnification of Lessor. Lessee shall be responsible for, and shall defend, indemnify and hold harmless the State of Maryland and the Department of Natural Resources, and its members, officers, agents, and employees against and from, any and all liability or claim of liability for personal injury, death or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Premises during the Term by Lessee or its agents, contractors, servants, employees, licensees, or invitees including but not limited to: (a) any breach or default by Lessee in performing any of their obligations under the provisions of this Lease or applicable law, or (b) any negligent or intentionally tortious act or omission. Lessee agrees that indemnification as described in this section shall further mean and include indemnification of any injury or harm occurring as a result of Lessee's use and occupancy of the Premises pursuant to this Lease, even if the injury does not become apparent or does not manifest until after expiration of this Lease.

4.3. Immunity. Nothing in this Section 4 shall constitute a waiver of any immunity

which Lessor may be entitled to under the laws of the State of Maryland, as they may be amended from time to time.

Section 5. Improvements to Premises.

5.1. General. Lessee shall not make any alteration, addition or improvement, including permanent blinds or tree stands, to the Premises, nor raze any improvement, without first obtaining Lessor's written consent thereto, (which consent shall not be unreasonably withheld).

When Lessee desires to make minor alterations, improvements or additions to the Premises which will cause no disturbance to the existing conditions of the land, Lessee shall submit a detailed written request for approval to the Forest Manager at the notice address set forth in Section 12. The Forest Manager will use reasonable efforts to communicate Lessor's decision to Lessee within ten (10) days after receipt of a complete written proposal from Lessee.

5.2. Fixtures. Any and all improvements, alterations, repairs to the road system and the installation of any gates on the Premises by Lessor or Lessee shall, immediately upon the completion of their installation, become Lessor's property without payment therefore by Lessor.

5.3. Lessee shall be permitted to construct free standing deer stands or employ portable deer stands. No structures may be built in the trees. No deer stands shall be erected within one hundred fifty feet (150') of an exterior boundary of the Premises or public road or way.

5.4. Mechanics Liens. Lessee has no authority, express or implied to encumber the Premises or take any action resulting in a lien being placed on the Premises. Lessee acknowledges that pursuant to State Law a mechanic's lien may not be filed against State Property. Notwithstanding the foregoing, if a mechanic's lien is wrongfully placed on the property Lessee shall (a) immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialmens' or other lien filed or claimed against any or all of the Premises or the Improvements, by reason of labor or materials provided for or about any or all of the Premises, or the improvements during the Term or otherwise arising out of Lessee's use or occupancy of any or all of the Premises, the improvements, and (b) defend, indemnify and hold harmless Lessor against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) incurred by Lessor on account of any such lien or claim.

If Lessee fails to discharge any such lien within fifteen (15) days after it first becomes effective against any of the Premises, then, in addition to any other right or remedy held by Lessor on account thereof, Lessor may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings, and/or (b) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgement in favor of the lienor with interest, costs and allowances. Lessee shall reimburse Lessor for any amount paid by Lessor to discharge any such lien and all expenses incurred by Lessor in connection therewith, together with interest thereon at the rate of twenty percent (20%) per annum from the respective dates of Lessor's making such payments for incurring such expenses.

Nothing in the provisions of this Lease shall be deemed in any way (a) to constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Property, or (b) to give Lessee any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmens; lien against any or all of the Property or Lessor's estate or interest therein, or (c) to evidence Lessor's consent that the Property be subjected to any such lien.

5.5. Compliance with Maryland Historic Preservation Law. Lessee acknowledges that pursuant to the Annotated Code of Maryland, Article 83B Sections 5-617 and 5-618 Lessee shall, as early in the construction planning process as possible, using Lessor as a liaison, consult with the Maryland Historical Trust to determine if the proposed construction, alteration, or improvement to the Premises will adversely affect any improvement on the Premises that is listed in or is eligible for the Maryland Register of Historic Properties. If the Maryland Historical Trust recommends alterations to the construction plans, and such alterations are

required by law or deemed advisable by Lessor, Lessee shall bear the entire cost of planning for and implementing such alterations.

Section 6. Maintenance and services.

Lessee shall maintain the Premises in a neat and orderly condition, ordinary wear and tear excepted. Lessee shall maintain all grounds in good repair and condition, and shall provide security necessary to keep the Premises in a safe and usable condition. Lessee shall post the Premises against all trespassers, using only those signs supplied by Lessor. Signs shall be at one hundred (100') foot intervals around the exterior boundaries of the Premises and shall only be attached to trees using aluminum or galvanized nails. Lessor shall have no responsibility or liability to maintain any outbuilding or structure on the Premises, and shall have the right to remove any outbuilding or structure that Lessor determines, at Lessor's sole discretion, is unfit or unsafe for use.

Section 7. Lessor's Retained Rights.

7.1. General. This Lease is for the sole purpose of granting Lessee the exclusive right to use the Premises for hunting as set forth in Paragraph 3.1 above. Lessee hereby acknowledges it is the intention of the parties that Lessor retains possessory rights in common with Lessee in and to the Premises, including the right of Lessor to use the Premises and permit the use of the Premises, except that Lessor shall not use or permit any party except Lessee to use the Premises for hunting purposes during the Term of this Lease. The rights conferred by this Lease are hereby strictly limited to those contained herein, and such rights shall be exercised by Lessee so as not to interfere with the rights of Lessor or any agent, representative, contractor or other member of the general public, authorized by Lessor to enter upon the Premises in the conduct of any of its operations and powers, including but without being limited to: (1) inspection of the Premises, (2) to make any alteration, improvement or repair to the Premises, (3) the harvesting of timber and planting of trees, (4) the cutting of fire lanes and other silvicultural activities and fire prevention practices, (5) any other ordinary timberland, general land management practices, (6) the provision of natural resource and recreational opportunities to the general public or any segment thereof, and (7) for fulfilling any other duties or obligations which Lessor has as an agency of the State of Maryland

7.2. Dedication of Rights of Ways for Sewers, Roads and Utilities. Lessor retains the right to construct and access, and grant to others the right to construct and access, roadways, storm sewers, sanitary sewers, water lines, electric lines, gas lines and other public utilities, in and through the Premises. Lessee will not unreasonably refuse to join in any grant or dedication by the Lessor to the State, the County, any other municipal corporation, the public generally, and any public utility company, of an easement or other conveyance for roadways, storm sewers, sanitary sewers, water lines, electric lines, gas lines and other public utilities, in or through the Premises.

Section 8. Fire and other casualties.

8.1. Destruction of the Premises. If during the Term the Premises is damaged by storms or other casualty, Lessor shall have the option, in its sole discretion to (a) proceed to restore the Premises, only to the extent of insurance proceeds, if any, received by Lessor from the State Insurance Program, or (b) elect to terminate this Lease as of the date of this casualty.

In the event Lessor terminates this Lease, (a) Lessee shall pay to Lessor the Rent payable by Lessee hereunder and accrued through the date of such termination, (b) Lessor shall repay to Lessee any and all prepaid Rent for periods beyond such termination, and (c) Lessor may enter upon and repossess the Premises without further notice.

8.2. Lessee's negligence. Anything contained in any provision of this Lease to the contrary notwithstanding, if any such damage to the Premises is caused by or result from the negligent or intentionally tortious act or omission of Lessee, those claiming under Lessee or any of its officers, members, employees, agents or invitees, Lessee shall pay to Lessor upon demand the cost of (a) any repairs and restoration made or to be made as a result of such damage, or (b) (if Lessor elects not to restore the Premises) any damage or loss which Lessor incurs as a result of such damage.

8.3 Road Damage Assessment. Lessor may charge Lessee \$_____ per linear foot for damage caused by Lessee or its members to the roads on the Premises as determined by Lessor. Lessee shall pay such assessment within _____ days of receipt of a written notice from Lessor that such assessment is due and owing. Such notice shall identify the location and description of the damages, and the size of the area affected. Failure to pay said assessment within ____ days of receipt of notice shall be deemed a default under Section 11 of this Lease.

Section 9. Condemnation.

9.1. Substantial Condemnation. If all or substantially all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of such taking (each of which is herein referred to as a “Condemnation”), this Lease shall terminate on the date (hereinafter referred to as the “Vesting Date”) on which the title to so much of the Premises as is the subject of such Condemnation vests in the condemning authority.

9.2. Less than substantial Condemnation. If less than substantially all of the Premises is taken, as aforesaid,

9.2.1. this Lease shall continue in full force and effect unless Lessee (a) reasonably determines that its ability to use and occupy the Premises, in substantially the same manner as contemplated in this Lease, has been and will continue to be substantially impaired after such Condemnation, and (b) notifies Lessor thereof within thirty (30) days after the Vesting Date, in which event this Lease shall terminate on the date set forth in such notice (which date shall be at least thirty (30) days and not more than ninety (90) days after the date on which such notice is given);

9.2.2. if this Lease is not terminated pursuant to the foregoing provisions of this subsection, the Rent (and each installment thereof) shall be abated from the Vesting date through the Termination Date in proportion to the reduction, if any, of the fair market rental value of Lessee's leasehold estate hereunder immediately before such Condemnation to its fair market rental value immediately thereafter (in each case assuming that such rental would be upon the terms and subject to the conditions set forth in the provisions of this Lease).

9.3. Condemnation Proceeds. Any proceeds from an award of damages given in connection with a condemnation shall become the sole property of and shall be paid directly to Lessor.

Section 10. Assignment and subletting.

10.1. General. Lessor's fee simple interest in the Premises may not be encumbered or subordinated by operation of this Lease or by any action taken by Lessee.

10.2 Lessee shall not be permitted to assign or sublet this Lease.

Section 11. Default.

11.1. Definition. It shall be an event of default (“Event of Default”) if Lessee fails (a) to pay any Rent or other sum which it is obligated to pay by any provision of this Lease, when and as due and payable hereunder and without demand therefore, or (b) to perform any of its other obligations under the provisions of this Lease.

11.2. No grace period. Upon the occurrence of an Event of Default Lessor shall not be required to give Lessee any notice of default and Lessee shall not be entitled to any grace or cure period.

11.3. Lessor's rights on Event of Default.

11.3.1. On the occurrence of any Event of Default, Lessor may (subject to the operation and effect of the provisions of subsection 11.2.)

(a) terminate this Lease by giving written notice of such termination to Lessee, which termination shall be effective as of the date of such notice or any later date therefore

specified by Lessor therein and upon such termination repossess the Premises in accordance with the requirements of applicable law; and/or

(b) pursue any combination of such remedies and/or any other right of remedy available to Lessor on account of such Event of Default under this Lease and/or at law or in equity.

Nothing herein contained shall limit or prejudice Lessor's right to damages, by reason of such termination or relieve Lessee from the requirements of Section 1.2 of this Lease.

11.3.2. In the event this Lease is terminated due to an Event of Default by Lessor, Lessee shall not be entitled to return of any Rent paid by Lessee to Lessor at the time of the termination.

11.3.3. On the occurrence of an Event of Default, Lessee shall, immediately on its receipt of a written demand therefore from Lessor, pay to Lessor, an amount sufficient to reimburse Lessor for (a) all expenses (including, by way of example rather than of limitation, any and all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by Lessor (i) in curing or seeking to cure any Event of Default and/or (ii) in exercising or seeking to exercise any of Lessor's rights and remedies under the provisions of this Lease and/or at law or in equity on account of any Event of Default, and/or (iii) otherwise arising out of any Event of Default.

Section 12. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) given in writing, and (b) deemed to have been given (i) forty-eight (48) hours after being sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, if to Lessor: Department of Natural Resources, c/o Maryland Forest Service, 580 Taylor Avenue, Annapolis, Maryland 21401, (410)260-8531 and if to Lessee:

(LESSEE NAME AND ADDRESS)

and if to the Forest Manager: Department of Natural Resources, Forest Service, Chesapeake Forest Office, 6572 Snow Hill Road, Snow Hill, Maryland 21863, or to such other address in the United States of America as such party may designate from time to time by notice to the other, or (ii) (if such party's receipt thereof is acknowledged in writing) upon its hand or other delivery to such party.

Section 13. Special Conditions.

Lessee agrees to and shall comply with the terms and conditions set forth in the Special Conditions attached hereto as Exhibit C. *If there is no Exhibit C then this sentence should be deleted and replaced with: Intentionally Deleted*

Section 14. General.

14.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto.

14.2. Complete understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein.

14.3. Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

14.4. Applicable law. The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

14.5. Waiver. Lessor shall not be deemed to have waived the exercise of any right it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by Lessor in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

14.6. Severability. No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

14.7. Non Discrimination. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. [COMAR 21.07.01.08; SF 13-219]

14.8. Termination for Convenience and Sufficient Appropriations. This Lease may be terminated by Landlord in accordance with this clause in whole, or from time to time in part, whenever Landlord determines that such termination shall be in the best interest of the State. Lessor shall give thirty (30) days notice of such termination. Lessor's financial obligations, if any, under this Lease are contingent upon sufficient appropriations made by the State of Maryland for the performance of this Lease by Lessor.

14.9. Recordation Prohibited. Neither party hereto shall record this Lease in the land records of the County in which the Premises is located, and any such recordation shall be an Event of Default under this Lease.

14.10. No Contingent Fees. Lessee warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than the Lessee's president or other authorized officer to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease.

14.11. Political Contribution Disclosure. Lessee shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least One Hundred Thousand (\$100,000) Dollars or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of Five Hundred (\$500) Dollars made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

14.12. Advertising. Lessee is prohibited from advertising on the Premises.

14.13. Compliance. In its use and occupancy of the Premises, Lessee shall, in all respects, be solely responsible, financially and/or otherwise, for full and complete compliance with (a) the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the

State of Maryland, County of _____

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared, _____, (PRINTED LESSEE NAME) the _____ of the _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that, being authorized so to do, executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

EXHIBIT C
SPECIAL CONDITIONS