

Residential Curatorship Lease  
Area: LAND UNIT  
Property: PROPERTY NAME  
CURATOR NAME  
CURATOR NAME

### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** (hereinafter referred to as this “Lease”), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **STATE OF MARYLAND to the use of the DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as the “Landlord”), and **CURATOR NAME**, (hereinafter collectively referred to as the “Tenant”),

WHEREAS, Landlord owns the historic structure and other structures, known as **PROPERTY NAME** (hereinafter the “Structure”) described and depicted more fully in **Exhibit B**, attached and incorporated herein, and deems the preservation of the Structure to be of benefit to the citizens of the State of Maryland; and

WHEREAS, the Structure is deemed to be important to the heritage of the State of Maryland as stated in **Exhibit B**; and

WHEREAS, the Structure is presently in need of significant restoration and Tenant desires to lease the Structure from Landlord in order to restore, rehabilitate, and renovate the Structure pursuant to the Schedule of Restoration Work and Estimated Cost (the “Schedule”) attached and incorporated herein as **Exhibit C**; and

WHEREAS, Tenant is qualified to perform the proposed restoration, rehabilitation, renovation, and maintenance as shown on Tenant resume(s) attached and incorporated herein as **Exhibit D**, and has shown to the satisfaction of the Landlord that Tenant is financially able to undertake the restoration, rehabilitation, renovation, and maintenance; and

WHEREAS, Landlord and Tenant hereby agree that Tenant will restore, renovate, rehabilitate, and maintain the Structure and leased premises as hereinafter defined following and in compliance with the terms and conditions of this Lease as hereinafter set forth.

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, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in its "**AS IS**" condition, all of that real property, situate and lying in **COUNTY**, Maryland, which consists of approximately **ACRES** of land, more or less, as shown and described in **Exhibit A** attached hereto including the Structure, being a portion of a tract of land (the real property and Structure are hereinafter collectively referred to as the “Premises”) described in a deed dated **DATE OF DEED** from **DEED GRANTOR** to Landlord and recorded among the Land Records of **COUNTY**, Maryland in **LIBER, FOLIO**. Tenant acknowledges that Tenant has had the opportunity to have the Premises inspected by consultants chosen by Tenant prior to entering into this Lease.

This Lease does not convey to Tenant any interest in or to any mineral rights.

SUBJECT TO THE OPERATION AND EFFECT of any and all instruments, easements, covenants, and other 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 the date this Lease is executed by the State of Maryland Board of Public Works (the "Commencement Date") and terminating upon the death of the last surviving individual comprising the Tenant or upon the termination of this Lease by either party under the terms and conditions of this Lease (the "Termination Date").

1.1.1. Confirmation of Commencement and Termination. Landlord and Tenant shall, at the request of either party, confirm, in writing, that, such commencement or such termination has occurred, setting forth therein the Commencement Date and/or the Termination Date, as the case may be.

1.2. Surrender. Tenant shall at Tenant's expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly surrender to Landlord possession of the Premises (including any fixtures or other improvements which, under the provisions of Section 5, are owned by Landlord) in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove therefrom all Tenant's signs, goods and effects, and (c) repair, to Landlord'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 (all of which is hereinafter referred to collectively as "Rent"), Tenant shall pay to Landlord all of the following:

2.1.1. Annual Rent. An annual rent (hereinafter referred to as the "Annual Rent") of **One Dollar (\$1.00)** per Year.

2.1.2. Additional Rent. Additional rent (hereinafter referred to as "Additional Rent") in the amount of any payment referred to as such in any provision of this Lease which accrues while this Lease is in effect (which Additional Rent shall include any and all charges or other amounts which Tenant is obligated to pay under any of the provisions of this Lease, other than the Annual Rent).

2.2. When Due and Payable.

2.2.1. The Annual Rent shall be due and payable in one (1) installment of the sum of one Dollar (\$1.00) per year, in advance, on the first (1st) day of each calendar year during each year of the Term.

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 Landlord's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or Landlord's acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Landlord's rights hereunder to be paid all of such amount then due, or in any other respect.

2.3. Where Payable. Tenant shall pay the Rent, in lawful currency of the United States of America, to Landlord by delivering or mailing it to the Department of Natural Resources, Accounting Division, Tawes State Office Building B-4, 580 Taylor Avenue, Annapolis, Maryland 21401, or to such other address or in such other manner as Landlord from time to time specifies by written notice to Tenant.

### Section 3. Use of Premises.

3.1. Tenant shall occupy and use the Premises for and only for the restoration, rehabilitation, renovation, maintenance and use of the Premises and, in particular, the Structure, as a single family primary residence of the Tenant: (i) following and in complete compliance with the United States Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (as may be amended from time to time by the Secretary of the Interior) and summarized in **Exhibit E** as interpreted by Landlord and (ii) under the terms and conditions of this Lease.

3.1.1. Tenant may occupy and use the Premises as a secondary residence at the sole and complete discretion of the Department upon approval by the Department of a written plan to secure and maintain the Premises in Tenant's absence. Approval by the Department for Tenant to occupy and use the Premises as a secondary residence may be revoked by the Department at their sole and complete discretion, at any time upon 30 days written notice. If Tenant is absent from the Premises for more than four (4) weeks, Tenant shall provide written notice to Landlord and properly secure the property from damage.

3.1.2 Occupancy of the Premises shall be limited to Tenant and members of Tenant's immediate family. Immediate family shall be defined as parents, grandparents, children, grandchildren and the spouses and children of such relatives. Notwithstanding the foregoing, Tenant may have guests stay at the Premises, provided that such visits by each guest is limited to two (2) weeks' duration, no more than four (4) times per year and that Tenant shall occupy the Premises at all times when guests are present. Extended occupancy by guests may be requested in writing by Tenant to Landlord and shall be permitted at the sole and complete discretion of Landlord.

3.2. In Tenant's use of the Premises, Tenant will not perform (nor permit to be performed) on any portion of said Premises, any illegal, immoral or objectionable act or acts,

nor will Tenant 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 Landlord may, but is not required, to maintain.

3.2.1. Tenant, Tenant's agents and invitees will not perform on any portion of property surrounding the Premises being state park land and/or public lands, any illegal, immoral or objectionable act or acts, or any act in violation of park or Local, State, or Federal laws or regulations with regard to said property.

3.3. Domestic animals, such as dogs or cats, and livestock are prohibited within the Premises unless approved in writing by Landlord. In the event Landlord gives written permission for Tenant to keep domestic animals and/or livestock within the Premises, Tenant shall: (i) be responsible that such animals do not damage the Premises, (ii) take proper measures to insure that such animals do not leave the grounds of the Premises and are not a risk or danger to persons entering the Premises, and (iii) care for and maintain such animals in a humane and legal manner and shall not slaughter or butcher said animals without additional written permission of the Landlord. Further, in the event Landlord gives written permission for Tenant to keep domestic animals and/or livestock within the Premises, Tenant 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) caused by or resulting from Tenant's animals on the Premises.

3.4. Tenant shall supply Landlord with two (2) copies of each key necessary to access all Structures and gates, which keys shall be held by Landlord's Curator Program Manager and Area Manager.

3.5. Permits, Licenses and Compliance with Legal Requirements.

Tenant'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, as amended from time to time. Tenant shall be responsible for obtaining all permits, licenses, inspections and approvals required for its use, renovation, and occupancy of the Premises, and shall deliver to Landlord copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. Tenant 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.

Tenant understands and acknowledges that both Title 6 of the Environment Article of the Annotated Code of Maryland, and federal laws and regulations (40 CFR Part 745, Subpart E) require certain training and certification to perform work in the Structure that results in the disturbance of painted surfaces, including but not limited to sanding, scraping, or other such activities that may generate paint dust. Any such disturbance of painted surfaces must be done in accordance with lead-safe work practices as set forth by federal law. No work may be performed in the Structure that results in the disturbance of painted surfaces that is not

in accordance with State and federal laws that govern such work, or by anyone who does not meet the training and certification requirements of both State and federal law. In the event Tenant performs any work in the Structure that results in the disturbance of painted surfaces, Tenant must provide Landlord with copies of the necessary certifications to meet State and federal requirements.

### 3.6 Public Access.

Tenant shall open the Premises to the public a minimum of (5) days each year, as arranged in cooperation with Landlord, in order to showcase restoration efforts and the history of the property. Alternative means for fulfilling the public access requirements, such as the creation of virtual tours or the participation in radio, magazine, or television features, may be accepted in lieu of on-site events, at the sole and complete discretion of the Landlord. Alternatives means for fulfilling the public access requirements must be approved in writing by the Curator Program Manager. Summary of fulfillment of annual public access requirements are to be submitted with Annual Report required under Section 5.3.3.

3.7. Tenant acknowledges that the property surrounding the Premises, as state park lands and/or public lands, may be open for public recreational use, subject to rules and regulations imposed by Landlord, and that the property surrounding the Premises is subject to future facility development for recreational or other use by the public. Tenant also acknowledges that Landlord, its employees, agents, contractors, tenants, subtenants, licensees, and invitees (including but not limited to the general public) reserves the right to enter and use the existing roads, driveways, trails and paths, if any, which lie within the Premises for ingress and egress to other portions of the Park or lands of Landlord, and in addition Landlord reserves the right to reasonably relocate any such roads, driveways, trails or paths to another reasonable location on the Premises.

3.8. Tenant agrees that there shall be no hunting of any kind on the Premises by Tenant or guests or invitees of Tenant.

3.9. Tenant shall not use any pesticides on the Premises or cut any timber on the Premises without the prior written approval of the Landlord.

3.10. Security. Landlord shall not be responsible or liable for any security within the Premises with regard to persons or property, and shall not be responsible or liable for personal or property loss or damages, including but not limited to loss or damage due to theft or vandalism or personal injury. Tenant shall be solely responsible for security within the Premises and shall take appropriate and reasonable measures to protect and keep safe the Premises and persons and property on the Premises.

## Section 4. Insurance and Indemnification.

### 4.1. Insurance to be Maintained by Tenant.

4.1. The Curators shall, at their sole cost and expense, maintain property coverage on any and all of their own furnishings and other personal property placed by them on or in the Premises. This policy shall include coverage for additional living expenses in the event of an occurrence making the Premises uninhabitable. The Curators shall

submit annual certificates of insurance for such coverage to the Curator Program Manager. The Curators acknowledge that they understand that the curatorship structures and all improvements the Curators make to the curatorship structures as part of their gift to the State are, as real property owned by the State, covered against loss by fire, flood, or other hazard by the State's self-insurance trust fund. The State may, but is not required to, rebuild or repair State-owned structures that are damaged or destroyed by fire or otherwise. The Curators acknowledge that reconstruction or repair with funds from the State's self insurance trust is subject to a \$1,000 deductible amount to be paid by the property's using agency. In the event that the using agency elects not to pay the deductible amount, the Curators may elect to pay it. The Curators may seek to purchase, at the Curators' sole expense, additional hazard insurance for the curatorship structures provided that any such policy shall name the State as co-insured.

The Curators shall maintain, at their sole cost and expense, comprehensive personal liability coverage insuring against loss or liability in connection with bodily injury, death, property damage or destruction arising out of the use of the Premises by the Curators or their family, agents, contractors, licensees, personal guests or invitees under a policy or policies of insurance having such limits as are reasonable required by DNR from time to time.

Such comprehensive personal liability coverage shall (a) name the State and DNR, if possible, as additional insureds on the policy, (b) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by DNR or the State or their successors and assigns, (c) by its terms provide at least thirty (30) days prior written notice to DNR before cancellation, non-renewal or material change to the policy, and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. The Curators shall deliver to DNR an original or signed duplicate copy of such policies (or at DNR's option a certificate thereof) and at least thirty (30) days before any such policy expires, the Curators shall deliver to DNR an original or signed duplicate copy of a replacement therefore (or at DNR's option, a certificate thereof). In the event Tenant fails to pay any insurance premium when due, Landlord shall have the option but not the obligation of paying such insurance premiums on behalf of Tenant and, Tenant shall immediately, upon demand, repay such sum to Landlord as Additional Rent.

#### 4.2. Insurance to be Maintained by Contractors and Subcontractors of Tenant.

Tenant shall insure that all of Tenant's contractors and subcontractors (hereinafter "Contractors") shall purchase and maintain (a) 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 Contractors or their agents, employees, officers, subtenants, invitees, visitors and guests, under one or more policies of Commercial General Liability insurance having such limits as to each as are reasonably required by Landlord 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 and (b) workers compensation insurance as may be required by applicable law. Each such policy shall (a) name as insureds thereunder in addition to the Contractors the State of Maryland and the Department of Natural Resources and Tenant, (b) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by Landlord or its successors and assigns, (c) by

its terms, provide Landlord with thirty (30) calendar 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. Tenant shall obtain from Tenant's Contractor's insurer and deliver to Landlord an endorsement to Contractor's policy to evidence that Landlord is named as an additional insured and will be given thirty (30) calendar days notice prior to cancellation, non-renewal, or material change to the policy.

4.3. Indemnification of Landlord. Tenant 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 Tenant or Tenant's agents, contractors, servants, employees, licensees, or invitees including but not limited to: (a) any breach or default by Tenant in performing any of Tenant's obligations under the provisions of this Lease or applicable law, or (b) any negligent or intentionally tortious act or omission. Tenant agrees that indemnification as described in this section shall further mean and include indemnification of any injury or harm occurring as a result of Tenant'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.

4.4. Immunity. Nothing in this Section 4 shall constitute a waiver of any immunity which Landlord 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.

5.1.1. General. Tenant shall not make any alteration, addition, excavation, or improvement to the Premises, nor raze any improvement, without first obtaining Landlord's written consent thereto. Tenant shall not begin any alterations, repairs or improvements, including but not limited to any phase of the renovations, repairs, improvements and other restoration work set forth in the Schedule on Exhibit C (the renovations, repairs, improvements and other restoration work set forth in the Schedule being hereafter referred to as the "Work"), until:

(a) Tenant has submitted to Landlord for Landlord's review technical plans and/or specifications of the proposed work prepared by or reviewed and endorsed by certified professionals (e.g., Master Electrician, Master Plumber, Architect) ("Plans and Specifications"), including the Work, and has received from Landlord written approval of said Plans and Specifications, unless Landlord waives in writing the need for its review of Plans and Specifications and issues written approval without such review. Plans and Specifications should include a narrative summary of the scope of the proposed project(s), representative photos that clearly indicate the proposed project area(s), a site map indicating the project area(s), and any supporting material, material samples, plans, schematics and specifications pertinent to review of the proposed project(s), notwithstanding the foregoing Plans and Specifications comprising the Work set forth in the Schedule have been approved by Landlord and need no further written approval as set forth in this Section 5.1.1.(a), but are subject to the all other terms and conditions set forth in Sections 5.1.1(b)(c) and (d) below.

(b) Tenant is advised in writing by Landlord that (i) Maryland Historical Trust (“MHT”) has completed its review of and comment on proposed alterations, repairs or improvements in compliance with Title 5A of the State Finance and Procurement Article, Annotated Code of Maryland, or (ii) that the proposed work does not require MHT review under Title 5A.

(c) Tenant has submitted to Landlord evidence of compliance with all applicable local and state building codes, and copies of all necessary permits.

(d) Tenant has obtained insurance and submitted to Landlord certificates required under Section 4.

5.1.2. Notwithstanding the foregoing Section 5.1.1., when Tenant desires to make only minor alterations, improvements or additions to the grounds within the Premises which will cause no disturbance to the existing conditions of the land (e.g., planting of small shrubs, trees, flowers, vegetables, but no plowing or excavation of a currently undisturbed area), Tenant shall submit a detailed written request for approval to the Curator Program Manager, with a copy to the Area Manager at the notice addresses set forth in Section 12 of this Lease. The Curator Program Manager will use reasonable efforts to communicate Landlord's decision to Tenant within forty (40) calendar days after receipt of a complete written proposal from Tenant. Tenant shall comply through the Term of the Lease with the Department of Natural Resources' Policy regarding the Restriction on Planting Exotic Invasive Species, attached hereto and incorporated herein as **Exhibit F**.

5.1.3. When Tenant desires to make alterations, improvements or additions to the Premises which are not identified as part of the Work set forth in **Exhibit C**, and which entail a change in land use or cause a disturbance to the existing conditions of the land (e.g., new construction, interior or exterior alterations, grading, excavation, clearing or planting of trees, planting of non-invasive vegetation, etc.), in addition to the matters set forth in 5.1.1., such request will require an internal environmental or other review by appropriate units of the Department of Natural Resources before Landlord's approval can be given. In instances when environmental review is required, Landlord will use reasonable effort to communicate its decision to Tenant within sixty (60) calendar days of receipt of a complete proposal. In the event the request involves a change in land use, Landlord will need to obtain State Clearinghouse approval, which requires input from other State agencies and is coordinated by the Maryland Office of Planning, and approval by the Maryland Board of Public Works. Landlord will be diligent in seeking Clearinghouse review and consideration by the Board of Public Works, but cannot commit to the timing of such review, or that approval will be granted.

5.1.4. If Landlord consents to any proposed alteration, addition, improvement or razing, it shall be made at Tenant's sole expense (and Tenant shall hold Landlord harmless from any cost incurred on account thereof), and shall be made only in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances, and plans and specifications approved in advance by Landlord.

5.1.5. All contracts entered into for the Work or other improvements or restoration of the Premises shall be made in the Tenant's name and prior to the commencement

of any such contract work, the Tenant shall have the contractor sign the “Notice of Work Performed on State Property” form attached and incorporated herein as **Exhibit G**.

5.1.6. Tenant shall notify Landlord upon the completion of all the Work set forth in the Schedule. Upon receipt of notification of completion of the Work Landlord shall inspect the Premises and confirm in writing that the Work has been completed in accordance with, or substantially in accordance with, the approved Plans and Specifications. Notwithstanding anything in this Lease to the contrary, if Tenant fails to complete all of the Work in accordance with, or substantially in accordance with, approved Plans and Specifications within seven (7) years from the Commencement Date of this Agreement, this Lease shall automatically terminate unless the Department of Natural Resources, prior to the end of such seven-year period, has approved in writing an extension under this Section 5.1.6. In the event the Department of Natural Resources, in its sole discretion, approves an extension in writing under this Section 5.1.6. and Tenant fails to complete the Work in accordance with, or substantially in accordance with, the approved Plans and Specifications by the end of said extension period this Lease shall automatically terminate as of the date the extension period expires. Upon termination of the Lease under this Section 5.1.6., Tenant shall vacate the Premises in accordance with Section 1.2 and shall pay to Landlord any Additional Rent owed by Tenant hereunder and accrued through the date of such termination, and Landlord may enter upon and repossess the Premises.

5.1.7. Tenant shall in Tenant’s improvements, renovations, and restoration of the Demised Premises bring the Premises into full compliance with all standards and requirements set forth under State, County, and federal (i) health and safety codes, and (ii) construction code requirements, whether or not the Premises or Tenant’s work to the Demised Premises is subject to governmental permits, licensed, ordinances, rules, regulations or inspections. No approvals given by Landlord under the provisions of this Section 5 shall be deemed to waive or relinquish Tenant from the requirements of this Section 5.1.7.

5.1.8. Notwithstanding anything contained herein to the contrary, all electrical and plumbing work shall be performed or overseen by, respectively, licensed master electricians and master plumbers. Tenant shall submit to Landlord copies of the tradesman’s license(s) and proof of insurance as required under Section 4.2 of this Lease. All electrical work must be inspected and approved by an independent inspection agency approved by the State Fire Marshall’s office for applicable code compliance whether or not the Premises is subject to compliance under State or county law, unless Landlord’s Curator Program Manager waives this requirement in writing. Tenant shall also consult with an independent inspection agency at any time that the Landlord’s Curator Program Manager requests Tenant to do so. All consultations, reviews and inspections required by independent agencies under this Section 5.1.8 are deemed to be part of the improvement and maintenance responsibilities and obligations of Tenant under this Lease and shall be done at Tenant’s sole cost and expense.

## 5.2. Historical Preservation

5.2.1. Tenant acknowledges and understands that the Structure is historical property owned by the State of Maryland. Alteration, improvement to, or destruction of

historical property owned by the State of Maryland must be in compliance with Title 5A of the State Finance and Procurement Article, Annotated Code of Maryland, including but not limited to certain required consultation by the Landlord with MHT on alterations or improvements made to historical property owned by Landlord. Information provided to MHT and correspondence with MHT shall be handled by the Landlord.

5.2.2. For the purposes of this Section 5.2: (i) Exterior and Interior mean[s] the exterior and interior surface[s] of the Structure or any other improvement on the Premises including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features, and (ii) the term Construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

5.2.3. Without the express written consent of the Landlord and satisfaction of the terms and conditions of Section 5.1., Tenant shall not: (i) cause, permit or suffer any Construction which would alter or change the Premises or the Exterior or Interior of the Structure or any other improvements thereon as described and/or depicted in **Exhibit A** and/or **Exhibit B**, provided, however, that if damage has resulted to said Exterior or Interior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted with notification to the Landlord in the Annual Report required under Section 5.3.3. of any work done, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of the Structure or any other improvement on the Premises upon conclusion of the restoration of the Premises , (ii) construct or erect any building, structure, or improvement on the Premises which is not as of the date of this Lease located on the Premises, as described and/or depicted in **Exhibit A** and/or **Exhibit B**, or (iii) cause, permit or suffer any grading, excavation, plowing, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting the consents required herein, the Landlord may require the Tenant to perform a geological survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Landlord, the Tenant shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Landlord.

### 5.3 The Work - Required Renovations, Repairs, Improvements, and Annual Report.

5.3.1. Tenant agrees to and shall complete the Work by the deadlines set forth in the **Exhibit C** Schedule in a quality suitable for the uses set forth in Section 3 of this Lease and meeting the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as interpreted by Landlord. Said deadlines require that the Work be completed in its entirety within seven (7) years of the commencement of this Lease. Because final restoration, rehabilitation and renovation costs are subject to change, the Tenant cannot state precisely the amount that Tenant will expend on completing the Work, but agrees that in no event shall such expenditures be less than **RESTORATION AMOUNT** or the amount which may have been expended in the restoration, rehabilitation and renovation at the time of the last-surviving of Tenant's death.

5.3.2. Tenant shall thoroughly document all of the Work with photographs. Prior to the commencement of any phase of the Work as set out in the Schedule in **Exhibit C**, and again upon completion of each phase of the Work, Tenant shall photograph or otherwise visually record the area to be worked on. At a minimum, Tenant shall take photographs every six months to document the condition of the Premises. Tenant shall provide the Curator Program Manager with copies of the photographs at Tenant's expense within an annual report to Landlord (Annual Report) to be submitted on the first (1) day of each calendar year during each year of the Term. Tenant shall provide visual documentation more frequently upon request. The first such visual record shall be made within one (1) month of the Commencement Date.

5.3.3. Tenant shall keep complete records of funds expended and time/labor invested in the Work, and shall provide Landlord with a copy of such records in an Annual Report, which shall be submitted to the Curator Program Manager (per Section 14 herein) on or before the first day of February of each year during the Term of this Lease. The Annual Report shall also include visual documentation as described in Section 5.3.2, a summary of the fulfillment of Public Access requirements as described in Section 3.6., and an original or a signed duplicate copy of required insurance policies as detailed in Section 4.1.

5.3.4. Attributable Value of Tenant's Labor to Costs Expended by Tenant. Tenant may provide the Curator Program Manager no less than two written estimates from licensed contractors for anticipated cost of projects that are part of the Work, which estimates the Landlord shall use to determine the value of Tenant's sweat equity which Tenant may attribute to Tenant's expended costs. If Tenant does not provide at least two written estimates from licensed contractors, the value assigned to Tenant's sweat equity shall be determined by Landlord for the year in which the Tenant's labor is performed in accordance with the most current values of volunteer labor established for the State of Maryland by Independent Sector, a leadership network for charities, foundations, and corporate giving programs. In the event that Independent Sector ceases to exist or no longer determines the value of volunteer time, Landlord shall designate a comparable volunteer value indicator to replace the Independent Sector valuation system.

5.4. As-Is Condition of Premises. Tenant accepts the complete Premises which includes the Structures and any other improvement or structure in an "as-is" condition. Tenant shall hold the State of Maryland, the Department of Natural Resources, its officers, agents, representatives, contractors of Tenant, subcontractors, and all other third parties, harmless from any claims by Tenant, Tenant's family, personal guests, invitees or licensees, for any damage to person or property resulting from any defect or condition in or about the Premises.

5.5. Lead Paint. Tenant acknowledges that residential occupancy of the Structures or any other improvement on the Premises is strictly prohibited until the Structures, or such other improvement, is in compliance with Subtitle 8, Title 6 of the Maryland Environmental Article, and they shall not occupy nor permit others to occupy (neither partial nor total occupancy and neither temporary nor permanent occupancy) the Premises until such time as (i) Tenant obtains at Tenant's expense a lead free or risk reduction certificate pursuant to Subtitle 8, Title 6 of the Maryland Environmental Article, and (ii) Tenant provides a copy of

the lead free or risk reduction certificate to Landlord and Landlord acknowledges in writing receipt of said certificate.

All work performed that results in the disturbance of painted surfaces, including but not limited to sanding, scraping, or other such activities that may generate paint dust, must be done in accordance with lead-safe work practices as set forth by federal law. No work may be performed in the Structures that results in the disturbance of painted surfaces, including but not limited to sanding, scraping, or other such activities that may generate paint dust, that is not in accordance with State and federal laws that govern such work, or by anyone who does not meet the training and certification requirements of both Section 6-1001 of the Environmental Article, Md. Ann. Code. and Title 40, Part 745, Subpart E of the Code of Federal Regulations.

If work is performed to remove lead-based paint, pregnant women and children under the age of 6 shall not be permitted in the work area while work is being performed. All work performed to remove lead-based paint or that results in the disturbance of painted surfaces, including but not limited to sanding, scraping, or other such activities that may generate paint dust, shall be performed by a person accredited under Section 6-1001 of the Environment Article, Md. Ann. Code, and Title 40, Part 745, Subpart E of the Code of Federal Regulations.

Tenant acknowledges that Tenant has received, read, and understands the Lead Paint Warning Statement and the Disclosures as set forth in **Exhibit H**, attached hereto and made a part hereof.

5.6. Harmful and Toxic Substances. Tenant acknowledges that restoration, rehabilitation, renovation, and maintenance of any structure may result in exposure to harmful and toxic substances. Such substances may include, but are not necessarily limited to, the following: lead, asbestos, radon, alkali, methylene chloride, mineral spirits, turpentine, methanol, benzene, toluene, epoxies, paraffin, pentachlorophenol, creosote, chromated copper arsenate, and wood dust. Tenant shall bear sole responsibility for the mitigation of all harmful and toxic substances on the Premises according to currently acceptable standards including those standards (if any) as promulgated by Federal, State or local authorities, including, but not limited to, the Code of Maryland Regulations (COMAR 26.02.07, Procedures for Abating Lead Containing Substances from Buildings) and Title 40, Part 745, Subpart E of the Code of Federal Regulations.

Notwithstanding anything in this Lease to the contrary, Tenant shall not place, hold, store, discharge, deposit, release, or dispose of any Hazardous Material, as herein defined, under, at, on or in the Premises not approved in writing in advance by Landlord. "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. 9601 et seq., as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other, Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste. Any Hazardous Materials needed to be used in connection with the Work shall be disclosed and approved in writing by Landlord in accordance with this Section 5.6.

To the extent that any work is being performed on the Premises which involves any

harmful or toxic substances, Tenant shall not permit children in any such work areas

Tenant shall hold the State, the Department of Natural Resources, its officers, agents, and representatives, harmless from any claims by Tenant, Tenant's family, personal guests, invitees or licensees, or other third parties, for any damage to person or property resulting from the Tenant's failure to comply with Federal, State or local laws, regulations and standards regarding lead paint, and/or harmful and toxic substances, and the provisions of Section 3.5 and these Sections 5.5 and 5.6.

5.7. Fixtures. Any and all improvements, repairs, alterations and all other property attached to or otherwise installed as a fixture within the Premises by Landlord or Tenant shall, immediately upon the completion of their installation, become Landlord's property without payment therefore by Landlord.

5.8. Mechanics Liens. Tenant has no authority, express or implied to encumber the Premises or take any action resulting in a lien being placed on the Premises. Tenant 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 Tenant 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 Structure or any other improvement on the Premises, by reason of labor or materials provided for or about any or all of the Premises, or the Structure or any other improvement on the Premises during the Term or otherwise arising out of Tenant's use or occupancy of any or all of the Premises, the Structure or any other improvement on the Premises, and (b) defend, indemnify and hold harmless Landlord 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 Landlord on account of any such lien or claim.

If Tenant fails to discharge any such lien within fifteen (15) calendar days after it first becomes effective against any of the Premises, then, in addition to any other right or remedy held by Landlord on account thereof, Landlord 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 judgment in favor of the lienor with interest, costs and allowances. Tenant shall reimburse Landlord for any amount paid by Landlord to discharge any such lien and all expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of twenty percent (20%) per annum from the respective dates of Landlord's making such payments for incurring such expenses (all of which shall constitute Additional Rent).

Nothing in the provisions of this Lease shall be deemed in any way (a) to constitute Landlord'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 Premises, or (b) to give Tenant 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 Premises or Landlord's estate or interest therein, or (c) to evidence Landlord's consent that the Premises be subjected to any such lien. Tenant shall require all contractors, subcontractors, laborers, or

materialmen to acknowledge their acceptance and understanding of the provisions in this section by completing a “Notice of Work Completed on State Property”, see Exhibit G.

Section 6. Maintenance and Services.

6.1. Maintenance by Tenant. In addition to the required Work designated on the Exhibit C Schedule, Tenant shall continue to repair, restore, and maintain the Premises, at Tenants expense, on a continuous basis during the Term of this Lease, in a manner set forth in this Section 6, such requirements for maintenance are not deemed to be part of the renovations, repairs, improvements and other restoration work designated as the Work, but are separate and distinct obligations.

6.1.1. Structure Exteriors. Tenant shall maintain the exterior of the Premises in a neat, clean, safe and structurally sound condition at all times to the satisfaction of the Landlord, including by way of example rather than limitation, roofs, doors, windows, siding, drainage pipes, chimneys, porches, outside railings, and exterior walls. The Structure shall be kept tight to the weather by watertight roofing, protective paint coatings, proper drainage systems and other means by which water is prevented from penetrating into the building. Plants against or close to the foundation of the Structure shall be pruned in order to prevent excessive moisture against the Structure. Exterior walls shall be protected against termite, and other insect infestations.

6.1.2. Structure Interior. Tenant shall maintain the interior of the Premises in a neat, clean, dry, safe and structurally sound condition at all times to satisfaction of Landlord, including by way of example rather than limitation, ceilings, doors, windows, interior walls, staircases, railings, floors, appliances, toilets, sinks, electrical and plumbing fixtures. Tenant shall keep the Structure free from all destructive rodents, animals, termites, insects, or other pests that may cause damage to the property.

6.1.3. Structural Repairs and Maintenance. While under structural repair the Structure shall be stabilized and property protected to prevent further damage to the building or to persons performing or observing the work in progress. All building repairs shall comply with all applicable state and/or local building codes. In the event necessary repairs cannot occur immediately the Structure shall be stabilized, in accordance with recognized preservation standards, in order to prevent further deterioration.

6.1.4. Building Systems. All building systems (plumbing, heating, air conditioning, electrical, smoke detectors, fire suppression, septic [including outdoor septic tanks/systems], security alarm systems and other building systems) shall be kept operable and in good repair and shall comply with applicable state and local building and sanitary codes. The Tenant shall take every measure to prevent water leaks and resultant damage, electrical shocks or failure, and other similar damage that may result from the failure of a building system.

6.1.5. Grounds. Tenant shall maintain, at Tenant’s expense, in manner that is safe, neat and attractive to the satisfaction of the Landlord (i) the grounds within the Premises free and clear of trash, debris, litter, junk, branches, unlicensed or abandoned vehicles, or other

superfluous materials, natural or manmade, (ii) lawn areas mowed and trimmed, (iii) snow and ice removed from driveways and parking areas, and (iv) roadways and drives within the Premises in good repair and in a safe and usable condition. Where applicable, the Tenant shall maintain the landscaped areas of the Premises in accordance with recognized standards for maintenance of historically-significant landscapes. Tenant shall exercise every effort to protect, stabilize and maintain significant landscape features.

6.1.6. Sanitation. Trash and other wastes shall be removed from the Premises on a regular basis. The composting of organic waste may be done with the advance written approval of the Landlord in such locations approved by Landlord, and shall comply with all local health and safety regulations.

6.1.7. In the event that Tenant refuses or neglects, after notice from Landlord, to make such repairs required under this Section 6 or that are necessary for the safety and welfare of Tenant, Tenant's guests or invitees, the Landlord may make such repairs and shall not be responsible for any inconvenience or inability of Tenant to occupy or use the Premises during such repairs. In the event Landlord makes such repairs under the provisions of this Section 6.1.7., Tenant agrees Tenant will pay Landlord the cost thereof as Additional Rent. Tenant's failure to pay such costs within thirty (30) calendar days shall be an Event of Default under Section 14 of this Lease.

6.1.8. In no way shall maintenance requirements under this Section 6 be permitted to override the obligations of (i) Section 5.3., (ii) maintaining the Structures in a quality suitable for the uses set for in Section 3, or (iii) meeting The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as interpreted by Landlord.

6.1.9. Notwithstanding anything in this Lease to the contrary, Landlord shall have no responsibility or obligation for the repair or maintenance to the Premises, including but not limited to the structures, grounds, roadways and/or drives within the Premises.

6.2. Public Utility Charges. Tenant shall pay all charges including fees or taxes for electricity, gas, heat, water, septic, sanitary sewer, and telephone or other communication services used, and other services rendered or supplied, upon or in connection with the Premises and all other charges and expenses assessed against the Premises, and shall indemnify and hold harmless Landlord against and from any liability therefore.

## Section 7. Landlord's Right of Entry and Audit

7.1. General. Landlord and its agents shall be entitled to enter the Premises at all reasonable times (a) to inspect the Premises, (b) to make any alteration, improvement or repair to the Premises or, (c) for any other purpose relating to the operation or maintenance of the Premises, and (d) for fulfilling any other rights, duties or obligations which Landlord has under this Lease or as an agency of the State of Maryland.

7.2. The Curator Program Manager will fully inspect the Premises at least annually,

and more frequently at the discretion of the Landlord, in order to monitor restoration progress, verify reported annual accounting, and general maintenance. Landlord will attempt, but is not obligated, to give written notice to Tenant prior to any inspection. At the time of the inspection, access to the Structure and all other buildings within the Premises are to be made readily available by the Tenant. Following the inspection, the Curator Program Manager will provide a written report to the Tenant with comments and treatment recommendations for any concerns observed.

7.3 Landlord's Right to Audit and Review Tenant's Books and Records. Tenant shall keep and maintain on the Premises all books and records documenting Tenant's administrative, operational, and financial management of the Premises and Tenant's use thereof under this Lease. Tenant shall keep the aforesaid books and records in accordance with current and sound bookkeeping, accounting, and records retention standards to include retaining all books and records for a minimum of five (5) years following the termination of this Lease. Tenant shall further make the aforesaid books and records readily available for audit, inspection, and examination by Landlord or its duly appointed officers, employees, or agents.

## Section 8. Fire and other casualties.

8.1. Obligation to Give Notice. Tenant shall give prompt notice, but not less than seven (7) calendar days, to Landlord of any damage or loss by fire or other casualty to the Premises.

### 8.2. Destruction or Partial Destruction of the Premises.

8.2.1. Landlord's Rights/Obligations. In the event of any damage to or destruction of the Premises or any part thereof, Landlord shall have the option, but not the obligation, in its sole discretion to (a) proceed to restore and rebuild the Premises, only to the extent of insurance proceeds, if any, received by Landlord from the State Insurance Program, or (b) subject to the provisions of Section 8.2.2. below, elect to terminate this Lease as of the date of the casualty.

8.2.2. Tenant's Rights/Obligations. In the event of damage to or destruction of the Premises or any part thereof, and Landlord in its sole discretion chooses not to restore or rebuild such damage or destruction, and Tenant reasonably determines that its ability to occupy the Premises, has been substantially impaired, Tenant may, subject to the provisions of this Section 8.2, elect to terminate this Lease as of the date of casualty.

Notwithstanding anything contained in this Section 8.2 to the contrary, in the event Tenant receives any casualty or liability insurance proceeds on account of any damage or destruction to the Premises, Tenant shall either (i) repair or restore such casualty damage, destruction, or loss in an amount equal to the insurance proceeds paid to Tenant; or (ii) in the event the Lease is terminated or amended as provided in this Section 8.2, assign all of Tenant's rights to the insurance proceeds to Landlord. Tenant may, at Tenant's sole cost and expense, chose to restore, replace or rebuild such structure on the Premises that are damaged or destroyed by fire or other hazard as nearly as possible to its value, condition and character immediately prior to the damage or destruction, in which case Landlord's right to terminate

under Section 8.2.1. shall be waived so long as such damage or destruction is repaired, restored or replaced in accordance with the terms and conditions of Section 5 of this Lease and are completed no later than twelve (12) months after the damage or destruction occurred or by such other date as otherwise agreed to in writing between the parties. Any restoration, replacement or construction made by Tenant pursuant to the provisions of this Section 8.2 shall be subject to the same approvals and conditions set forth in Section 5 of this Lease.

8.3 In the event that this Lease is terminated as provided in this Section 8, Tenant shall pay to Landlord any Additional Rent owed by Tenant hereunder and accrued through the date of such termination and (b) Landlord may enter upon and repossess the Premises without further notice.

8.4. Tenant'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 Tenant, those claiming under Tenant or any of Tenant's officers, employees, agents or invitees, Tenant shall pay to Landlord upon demand, as Additional Rent, the cost of (a) any repairs and restoration made or to be made as a result of such damage, or (b) (if Landlord elects not to restore the Premises) any damage or loss which Landlord incurs as a result of such damage.

#### 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 Tenant (a) reasonably determines that Tenant's 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 Landlord thereof within thirty (30) calendar 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) calendar days and not more than ninety (90) calendar 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 Annual 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 Tenant'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 Landlord, except for that portion of the award (if any) given specifically as relocation expenses for Tenant.

Section 10. Assignment and Subletting.

10.1. General. Landlord's Fee Simple interest in the Premises may not be encumbered or subordinated by operation of this Lease or by any action taken by Tenant.

10.2. Tenant hereby acknowledges and agrees for Tenant and Tenant's successors and assigns in interest hereunder that Tenant will not (a) assign this Lease or any of its rights under this Lease, as to all or any portion of the Premises or otherwise, or (b) make or permit any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, pledge, encumbrance or other transfer of any or all of the Premises or the occupancy or use of any or all of the Premises (each of which is hereinafter referred to as a "Transfer") without first obtaining the express written consent thereto by Landlord and the State of Maryland Board of Public Works (which consent shall not constitute a consent to any subsequent such Transfer, whether by the person hereinabove named as "Tenant" or by any such transferee). Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same. No Transfer made with or without Landlord's consent shall alter or impair the obligations of Tenant hereunder before such Transfer. Tenant shall only be released from its obligations hereunder upon a Transfer approved by Landlord and only if Tenant's assignee agrees in writing to assume all of Tenant's obligations hereunder.

10.3. Separation or Divorce of Tenants. In the event of a divorce or separation of the individuals comprising the Tenant, Section 10.2. of this Lease shall apply to any assignment of the rights hereunder of one such individual to the other in connection with any agreement of separation or divorce. Any such agreement to remove one such individual from his/her rights and obligations under this Lease is subject to the approvals set forth in Section 10.2, and shall further require Tenant to provide the Curator Program Manager a revised proposal for the continued use, restoration, and maintenance of the Premises by the individual seeking to remain as Tenant. Approval to remove an individual from Tenant shall be contingent upon the individual seeking to remain in tenancy providing evidence that that remaining individual has the assets and financial ability to meet the Tenant's obligations under this Lease. Removal of an individual from Tenant shall require written amendment to this Lease executed by the parties hereto and the State of Maryland Board of Public Works. Such amendment, at the option of the Landlord, shall provide that in the event the individual proposing to remain as Tenant fails to meet the Tenant's financial obligations under this Lease, including but not limited to those obligations relating to the Work and continued maintenance of the Premises, the Landlord may terminate the Lease upon thirty (30) calendar days written notice.

Section 11. Reasonable and Lawful Requests and Orders

11.1 In order to properly manage and steward this Lease and the Premises, Landlord will periodically require the timely submission of certain documents, reports, or other responses. Tenant agrees to completely and promptly respond to all reasonable requests for documents, reports, or other responses or submissions by Landlord. Failure to submit any requested documents, reports, or other responses within 60 calendar days of the deadline for submission is an Event of Default as described in Section 14.

11.2. Tenant agrees to abide by any rules, regulations, or orders that may be in effect now or in the future governing the property, park, and/or forest of which the Premises are a part.

Section 12. Hazardous Materials and Environmental Laws.

Tenant shall strictly comply with all Environmental Laws, as hereinafter defined. "Environmental Laws" means Section 6-1001 of the Environmental Article, Md. Ann. Code., Title 40, Part 745, Subpart E of the Code of Federal Regulations, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the Oil Pollution Act of 1990, the National Environmental Policy Act, or any amendments thereto, or any similar or successor laws, imposing standards of conduct regarding, or imposing liability for hazardous substances, materials, or waste, whether federal, state or local, or any regulations adopted or incorporated thereunder. Tenant shall hold the State of Maryland, the Department of Natural Resources, its officers, agents, and representatives, harmless from any claims by Tenant, Tenant's family, guests, agents, employees, invitees or licensees, or other third parties, for any damage or injury to person or property resulting from any exposure to hazardous substances on the Premises or within the Structures. Tenant shall further indemnify and hold the State of Maryland and the Department of Natural Resources harmless from and against any loss, claim, damage, expense or cost incurred by Landlord arising from (i) the placement by Tenant of any hazardous materials on the Premises, or (ii) the Tenant's failure to comply with Federal, State or local laws, regulations and standards regarding lead paint, and the provisions of this Lease, or (iii) the violation by Tenant of any Environmental Law in connection with Tenant's use of the Premises even if such loss, claim, damage, expense or cost does not become apparent or arise until after expiration of this Lease.

Section 13. Default.

13.1. Definition. It shall be an event of default ("Event of Default"):

a. If Tenant fails to pay any Annual Rent, Additional Rent or other sum which Tenant is obligated to pay by any provision of this Lease, when and as due and payable hereunder and without demand therefore;

b. If Tenant fails to comply with the time frames set forth in the Plan and Schedule as outlined in **Exhibit C**;

c. The Premises are occupied by persons not authorized or permitted under Section 3 and/ or Section 11 of this Lease for a period of 30 days or longer;

d. Utilities (electricity, gas, water and sewage) are not available to service the Premises for a period of one (1) week or longer, unless such failure of availability of utilities is due to a power outage or approved by the Curator Program Manager; or

e. Tenant fails to perform any of its other obligations under the provisions of this Lease.

13.2. Notice to Tenant; Grace Period. Anything contained in the provisions of this Section 13 to the contrary notwithstanding, on the occurrence of an Event of Default Landlord shall not exercise any right or remedy on account thereof which it holds under any provision of this Lease or applicable law unless and until

13.2.1. Landlord has given written notice thereof to Tenant, and

13.2.2. Tenant has failed, (a) if such Event of Default consists of a failure to pay money, within fifteen (15) calendar days after Landlord gives such written notice to pay all of such money, or (b) if such Event of Default consists of something other than a failure to pay money, except for compliance with the terms and deadlines of **Exhibit C**, (or, if such Event of Default is not reasonably curable within such period of thirty (30) calendar days, to begin to cure such Event of Default within such thirty (30) day period and to diligently pursue such cure thereafter until it is fully cured, or (c) if such Event of Default consists of a failure to comply with the terms and deadlines of **Exhibit C**, within thirty (30) calendar days after Landlord gives such written notice to cure such Event of Default.

13.2.3. Notwithstanding the foregoing, no such notice of default shall be required to be given, and (even if Landlord gives such notice) Tenant shall be entitled to no such grace period, (i) in any emergency situation in which, in Landlord's reasonable judgment, it is necessary for Landlord to act to cure such Event of Default without giving such notice, or (ii) more than twice during any twelve (12) month period (regardless of whether the current Event of Default is the same as any previous Event of Default for which a notice was given).

13.3. Landlord's Rights on Event of Default.

13.3.1. On the occurrence of any Event of Default, Landlord may (subject to the operation and effect of the provisions of subsection 13.2)

(a) terminate this Lease by giving written notice of such termination to Tenant, which termination shall be effective as of the date of such notice or any later date therefore specified by Landlord therein and upon such termination repossess the Premises in accordance with the requirements of applicable law; and/or

(b) cure such Event of Default in any other manner; and/or

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

equity.

Nothing herein contained shall limit or prejudice Landlord's right to damages, by reason of such termination.

13.3.2. On the occurrence of an Event of Default, Tenant shall, immediately on its receipt of a written demand therefore from Landlord, pay to Landlord, as Additional Rent, an amount sufficient to reimburse Landlord 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 Landlord (i) in curing or seeking to cure any Event of Default and/or (ii) in exercising or seeking to exercise any of Landlord'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.

13.4. Force Majeure. Notwithstanding anything in this Section 13 to the contrary, any delays in the time frames set forth in the Schedule as outlined in **Exhibit C** caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, unusually severe weather or other causes beyond reasonable control of the Tenant (collectively, "Force Majeure") shall not constitute an Event of Default. In such event Landlord shall work with Tenant to appropriately amend the Schedule in relation to the same number of calendar days as lost due to the Force Majeure event.

#### Section 14. 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 Landlord: Department of Natural Resources, Curator Program Manager, 580 Taylor Avenue, Section E-4, Annapolis, Maryland 21401; and if to Tenant:, **TENNANT ADDRESS**, and if to the Area Manager: **AREA MANAGER ADDRESS**, 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 15. Taxes and Fees.

15.1. Tenant shall pay promptly when due, all taxes or other charges assessed in connection with Tenant's use and occupancy of the Premises, including but not limited to, federal and state income taxes, retail sales taxes, employment taxes, use fees, solid waste fees, septic fees, and Real Property taxes assessed against the Premises pursuant to Section 6-102 of the Tax Property Article of the Annotated Code of Maryland (1988 volume, as amended from time to time).

15.2. Tenant understands that Landlord has not made any assertions or representations as to the tax treatment which their Work will receive from the federal, state, or local authorities.

#### Section 16. General.

16.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto, and upon receipt of approval and execution by the State of Maryland Board of Public Works.

16.2. 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.

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

16.4. 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.

16.5. References and Headings. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, and (c) to Tenant or Landlord shall be deemed to refer to each person or entity so named above and his successors and assigns. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents.

16.6. Exhibits. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

16.7. Waiver. Landlord 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 Landlord 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.

16.8. 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.

16.9. Non-Discrimination. Tenant under the provisions of Title VII of the Civil Rights Act of 1964 agrees not to discriminate against any employee or applicant for employment because of sex, race, age, creed, color, religious affiliation, mental or physical

disability, national origin, ancestry or marital status. Tenant further agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the above agreement not to discriminate. Tenant will not discriminate in the conduct and operation of Tenant's business in the leased premises against any person or group of persons because of sex, race, age, creed, color, religious affiliation, sexual orientation, mental or physical disability, national origin, ancestry or marital status. This provision does not in any way allow any use of the Premises not expressly permitted under the terms of this Lease.

16.10. Sufficient Appropriations. Landlord'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 Landlord.

16.11. Recordation. In the event either party desires to have this Lease recorded in the County in which the Premises is located, the party requesting such recordation will be liable to pay any and all transfer taxes or recordation taxes. In the event this Lease is recorded, Tenant agrees upon termination of this Lease to deliver to Landlord a release document in recordable form

16.12. No Contingent Fees. Tenant warrants that Tenant has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Tenant, to solicit or secure this Lease, and that Tenant 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.

16.13. Political Contribution Disclosure. Tenant 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 a 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 the sale, purchase, or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 calendar days after the end of the 6-month period ending January 31; and (b) within 5 calendar days after the end of the 6-month period ending July 31.

16.14. Commercial Nondiscrimination. As a condition of entering into this Lease, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the Tenant under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Tenant agrees to: provide to the State within 60 calendar days after the request a truthful and complete list of the names of all subcontractors, vendors and suppliers that the Tenant has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the

contractor on each subcontract or supply contract. The Tenant further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Tenant understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in Lease termination, disqualification by the State from participating in State contracts or leases, and other sanctions.

As a condition of entering into this Lease, the Tenant represents and warrants that Tenant will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Tenant may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Tenant retaliate against any person for reporting instances of such discrimination. The Tenant shall provide equal opportunity for contractors, subcontractors, vendors, and suppliers to participate in all of its public sector and private sector contracting, subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Tenant understands and agrees that a material violation of this clause shall be consider a material breach of this Lease and may result in termination of this Lease, disqualification of the Tenant from participating in State lease, contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Lease, the Tenant represents and warrants that every contract or subcontract it has entered into or will enter into for the performance of any of the work under this Lease shall include a clause identical to paragraphs above.

16.15. Compliance. In Tenant's use and occupancy of the Premises, Tenant shall, in all respects, be solely responsible, financially and/or otherwise, for full and complete compliance with (a) the provisions of the Public Safety Article, title 12, subtitle 5 of the Annotated Code of Maryland (Maryland Building Performance Standards); (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 and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals, as (a), (b), and (c) may be amended from time to time.

16.16. Indemnifications. The indemnifications set forth in this Lease survive the termination of the Lease and, shall be enforceable even if the claim, loss, damage or injury does not become apparent or does not manifest until after expiration **or termination of this Lease.**

IN WITNESS WHEREOF, each party hereto has executed and sealed this Lease or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

LANDLORD:  
STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
J. Daryl Anthony, Assistant Secretary

WITNESS:

TENANT:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
**TENANT NAME**

WITNESS:

TENANT:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
**TENANT NAME**

This Lease Agreement was approved by the Maryland Board of Public Works on \_\_\_\_\_ as Item \_\_\_\_\_, on the Department of General Services Agenda. \_\_\_\_\_

\_\_\_\_\_  
Robert S. Suit  
Chief, Lease Management & Procurement

STATE OF MARYLAND

BOARD OF PUBLIC WORKS

BY: \_\_\_\_\_(SEAL)  
Lawrence J. Hogan, Jr., Governor

WITNESS/ATTEST:

\_\_\_\_\_  
Sheila McDonald  
Executive Secretary, Board of  
Public Works

BY: \_\_\_\_\_(SEAL)  
Nancy K. Kopp, Treasurer

BY: \_\_\_\_\_(SEAL)  
Peter Franchot, Comptroller

Approved as to legal form  
and sufficiency this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Daryl J. Anthony, Assistant Secretary, Department of Natural Resources of the State of Maryland, 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)

My Commission expires \_\_\_\_\_

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **TENANT NAME**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **TENANT NAME**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Lawrence J. Hogan, Jr. Governor, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he 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)

My Commission expires \_\_\_\_\_

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Nancy K. Kopp, Treasurer, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she 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)

My Commission expires \_\_\_\_\_

State of Maryland, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Peter Franchot, Comptroller, a member of the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he 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.

\_\_\_\_\_

(Notarial Seal)

Notary Public

My Commission expires \_\_\_\_\_