## EXHIBIT 5 CONFLICTS OF INTEREST POLICY

## Edward B. Byrd Charitable Foundation Conflict of Interest Policy

#### Article I Purpose

The purpose of the conflict of interest policy is to protect the tax-exempt interest of the Edward B. Byrd Charitable Foundation, Inc. ("Corporation") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a trustee, director, officer, employee, independent consultant or member of a committee of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## Article II Definitions

- 1. **Interested Person.** Any trustee, director, principal officer, employee, independent consultant or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
- **a.** An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
- **b.** A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.
- 3. **Compensation.** Compensation includes direct and indirect remuneration, as well as, gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## Article III Procedures

- 1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest prior to the payment of any compensation. Such interested person shall be given the opportunity to disclose all material facts to the trustees and members of committees with Board of Trustees delegated powers considering the proposed transaction or arrangement.
- 2. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Trustees or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board of Trustee or committee members shall decide if a conflict of interest exists.

## 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the Board of Trustees or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- **b.** The chairperson of the Board of Trustees or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- **c.** After exercising due diligence, the Board of Trustees or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- **d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Trustees or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- **e.** No compensation shall be paid to an interested person prior to such compensation being approved by a majority vote of the disinterested Trustees.

### 4. Violations of the Conflicts of Interest Policy.

- **a.** If the governing Board of Trustees or committee has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.
- **b.** If, after hearing such person's response and after making further investigation as warranted by the circumstances, the Board of Trustees or committee determines such person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## Article IV Records of Proceedings

The minutes of the Board of Trustees and all committees with Board of Trustees delegated powers shall contain:

- **a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Trustees' or committee's decision as to whether a conflict of interest in fact existed.
- **b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### Article V Compensation

a. A Trustee of the Board of Trustees who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to

that Trustee's compensation.

- **b.** A member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- **c.** No voting member of the Board of Trustees or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

### Article VI Annual Statements

Each Trustee, officer, employee, independent consultant and member of a committee with Board of Trustee delegated powers shall annually sign a statement which affirms that such person:

- a. Has received a copy of the conflicts of interest policy,
- **b.** Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- **d.** Understands the Corporation is a charitable organization pursuant to Section 501(c)(3) of the Internal Revenue Code and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## Article VII Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- **a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- **b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## Article VIII Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Date Adopted: December 15, 2014

## **EXHIBIT 6**

## INVESTMENT MANAGEMENT AGREEMENT

## **Investment Management Agreement**

This Agreement is made on January 1, 2015 between the Edward B Byrd Charitable Foundation ("Foundation") and Scot Harlow ("Investment Manager"). In consideration of the mutual covenants contained in this Agreement, it is agreed as follows:

- 1. Appointment: The Foundation appoints Investment Manager as investment advisor with respect to the Foundation's assets for the period and on the terms set forth in this Agreement, and the Investment Manager accepts such an appointment.
- 2. Authority and Duties of the Investment Manager: The Investment Manager agrees to manage the investment and reinvestment of the Foundation's assets, determine what investments will be purchased, held, sold or exchanged and what portion, if any, of the assets of the Foundation will be uninvested.
- The Investment Manager will make all decisions to buy, sell or hold investments for the 3. Foundation at the Investment Manager's sole discretion and without first consulting the Foundation. Such securities may include stocks, bonds, stocks and bonds of foreign corporations and governments, mortgages, interests in common trust funds, including but not limited to, notes and debentures (including convertible stocks and securities); certificates of indebtedness; commercial paper; acceptances; variable amount notes; investment trust certificates; equipment trust certificates; bills of exchange; Treasury bills; certificates of deposit; repurchase agreements; demand or time deposits; gold, silver, other minerals, contracts for the immediate or future delivery of financial instruments or other property of any issuer; option contracts of any type (including, without limitation, put and call options), whether or not traded on any exchange; interests in trusts; interests in shares of mutual funds or other investment companies (including any investment company for which the Investment Manager or any affiliate thereof serves as an investment advisor), evidences of indebtedness of corporations or other enterprises; foreign securities; foreign securities in the form of American depositary receipts, European depositary receipts, global depositary receipts, international depositary receipts, and other similar securities represented by an interest in securities of foreign issuers; options; futures; forward foreign currency exchange contracts; short sale contracts; reverse repurchase agreements, to use hedging transactions utilizing spreads and straddles; to acquire financial instruments commonly known as "derivatives": United States dollar denominated and non-United States dollar-denominated corporate and government debt securities of foreign issuers, including debt securities rated below investment grade and comparable unrated securities; indexed securities; restricted securities; put and call options on foreign currency; and interests in business trusts or assets of any kind, nature without diversification and being limited to the classes of property in which Investment Manager is authorized to invest trust funds by any law of any state, and despite any rule or other provision of applicable law generally limiting a trustee's power or authority to delegate investment discretion and despite any resulting risk or lack of diversification or marketability as the Investment Manager may deem advisable, including interests formed principally for the commingling of assets for investment, such as common trust funds, investment companies, investment trusts and partnerships (participating therein as a general or limited partner) whether or not such investments may be speculative or be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversification of investments or other provisions of law that

otherwise might restrict, limit or impose conditions upon the Investment Manager's power or authority to invest in common or collective trust funds or other entities formed principally for the commingling of assets for investment

The objective of the Investment Manager is to improve investment performance while maintaining safety in those investments. The Investment Manager shall carry out the investment of the Foundation's assets to the best of Investment Manager's ability and any Investment Manager shall not be required to comply with the Prudent Investor Rule, or be responsible for any mistake or error in judgment or for any decrease in value of, or loss to, the Foundation's assets or for any cause whatsoever unless Investment Manager is finally adjudicated by a court of competent jurisdiction to have committed fraud, willful misconduct or gross negligence in the performance of the Investment Manager's duties hereunder. In addition to the investment powers conferred above but subject to the laws of State of Maryland, the Investment Manager is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden or would be regarded as imprudent, improper or unlawful by the "prudent person" rule, "prudent investor" rule, any rule or law concerning the duty of loyalty, any rule or law limiting, proscribing, or voiding or making voidable any interested party or self-dealing transaction, or any other rule or law which restricts a fiduciary's capacity to invest. In making investments, an Investment Manager may disregard any or all of the following factors: (1) whether a particular investment, or the Trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (2) whether the acquisition or retention of a particular investment or the Trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries; (3) whether the acquisition or retention of a particular investment or any aspect of the administration of the investment violates any duty of loyalty or rule against self-dealing; (4) whether the Trust is diversified; and (5) whether any or all of the Trust investments would traditionally be classified as too risky or speculative for trusts (the entire Foundation's assets may be so invested). A Investment Manager is authorized (but not directed) to acquire property from, transfer property to, obtain services from, provide services to, and otherwise enter into contracts, understandings, arrangements, and other dealings, of any kind or nature, with any person or entity, whether or not such person or entity is in any manner related to, or affiliated with, an Investment Manager or any other person or entity related to, or affiliated with, an Investment Manager and without regard to whether an Investment Manager, acting in its corporate or personal capacity or in any other capacity, or any person related to, or affiliated with, an Investment Manager has other contracts, understandings, arrangements or dealings, whether or not for remuneration, with the person or entity. A Investment Manager shall not be liable for relying absolutely on (i) any apparently valid documents and certifications including, but not limited to, tax reports and other tax information provided to an Investment Manager by any entity in which the Foundation's assets holds an ownership interest; and (ii) the opinions of counsel or any accountant to the Foundation or any sub-trust created hereunder.

The Foundations' purpose in granting the foregoing authority is to modify the "prudent person" rule, "prudent investor" rule, the duty of loyalty, the rule against self-dealing, or any other rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. The Foundations do this because the

Foundations believe it is in the best interests of the charitable beneficiaries of the Foundation to give an Investment Manager broad discretion in managing the Foundation's assets created hereunder. Notwithstanding the foregoing, an Investment Manager shall exercise all of the Investment Manager's powers and authority in a fiduciary capacity and shall only be liable for any loss incurred by any trust hereunder caused by the Investment Manager's own willful misconduct, bad faith or gross negligence.

The Foundation shall indemnify and hold harmless and defend Investment Manager from and against any and all claims and/or liability of any nature resulting from the Investment Manager's acting (or declining in good faith to act). The Foundation shall advance to, for or on behalf of the Investment Manager any and all costs and expenses associated with defending any such claim or action against such Investment Manager, including, without limitation, the Investment Manager's reasonable attorneys' fees. The Investment Manager shall not be required to reimburse the Foundation for such costs and expenses unless the Investment Manager is finally adjudicated by a court of competent jurisdiction (with time for appeal having expired) of have committed fraud, willful misconduct or gross negligence in the performance of Investment Manager's duties hereunder.

- 5. Term/Termination/Renewal: This Agreement shall become effective as of the date of its execution, and unless otherwise terminated, shall continue in effect for two years from the date. Thereafter, the term of this Agreement shall be automatically extended for successive one year periods unless either party objects to such extension by written notice to the other party at least thirty (30) days prior to the end of the initial term or any extension term
- 6. Fees: The Foundation will pay Investment Manager, as compensation for services rendered, a management fee of ½% of the Foundation's average daily investable assets measured as of the last day of each calendar quarter with such fee being paid within five business days of the end of each calendar quarter.
- 7. Reports and Other Information: The Investment Manager agrees to furnish current prospectuses, proxy statements, reports, copies of financial statements, and such other information with respect to the investments as requested by the Foundation. Notwithstanding the foregoing to the contrary, the Investment Manager shall provide to the Foundation on an annual basis all Form 1099 in order for the Foundation to file its annual income tax returns.
- 8. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Maryland. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

In witness whereof, the parties have executed this Agreement to be effective as of the first date written above.

Edward B. Byrd Charitable Foundation

Investment Manager

By: Tima Carlisle, Secretary

Scot Harlow

# EXHIBIT 7 FIELD CARE CONTRACT

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#### Field Care Contract

This Agreement is effective made on January 1, 2015 between the Edward B Byrd Charitable Foundation ("Foundation") and Eric Spates ("Contractor"). This contract shall be administered for the Foundation by Scot Harlow, President.

TERM: The term of this Agreement is for one year. Thereafter, the term of this Agreement shall be automatically extended for successive one year periods unless either party objects to such extens on by written notice to the other party at least thirty (30) days prior to the end of the initial term or any extension term.

SERVICES: The Contractor shall farn shall labor and materials to provide all of the accepted services as outlined in the Agreement Specifically, the annual mowing of 165 acres of farm fund participating in the Conservation Reserve Program (CRP) to include the following:

| Tract Number | Field Number | Acres |
|--------------|--------------|-------|
| 1170         | 1            | 44.62 |
| 1170         | 2            | 17.66 |
| 1170         | .;           | 3.65  |
| 1170         | .5           | 4.45  |
| 1170         | (i           | 12.32 |
|              | 7            | 10 08 |
| 1170         | ()           | 11.61 |
| 1170         | 1 12         | 18.92 |
| 1170         | 13           | 26.11 |
| 11/0         | 14           | 11 50 |

COST: Foundation agrees to pay Compactor \$10 per acre (\$1,650.00) for services provided.

INSURANCE/WORKERS COMPENSATION: Contractor shall maintain hability insurance at all times during the terms of this Agreement Such insurance shall be written to protect Foundation in the same fashion as Contractor Contractor shall also maintain proper coverage under worker's compensation in accordance with all applicable laws and regulations, at all times during the term of this Agreement

INDEMNIFICATION: Contractor shall indemnify Foundation from any damage arising from Contractor's performance of this Agreement.

Edward B Byrd Chartolife Foundation, by:

Contractor, by:

Scot A. Harlow, President

Date 11/5/2013

Contractor, by:

Eric Spares

1).

## **EXHIBIT 8**

UNIVERSITY OF MARYLAND ENDOWMENT AGREEMENT



## Gift Agreement Establishing the

## EDWARD B. BYRD ENDOWED SCHOLARSHIP IN AGRICULTURE

The University of Maryland, College Park acknowledges the generous commitment of the Edward B. Byrd Foundation to establish the Edward B. Byrd Endowed Scholarship in Agriculture through the University of Maryland College Park Foundation, Inc. This fund will provide scholarships to undergraduate students in the College of Agriculture and Natural Resources.

## Legacy Statement

The Edward B Byrd Foundation (the "Foundation") was formed by Edward and Irma Byrd and its mission is to suppose and advance the field of agriculture within the State of Maryland through education and training of persons interested in careers in agriculture, including but not limited to the following activities: (i) utilizing the Foundation's existing real property in conjunction with other non-profit agricultural educational organizations as a working farm to be operated as training facility for those pursuing agricultural careers; (ii) providing grants to non-profit educational institutions and local non-profit organizations in order for such other 501(c)(3) organizations to award scholarships, tuition assistance, or other financial aid to persons interested in pursuing careers in agriculture; (iii) to fund and assist in the development and presentation of educational programs to inspire young people to choose agricultural careers; (iv) to provide a land and buildings to be utilized for research and training in the field of agriculture, and (v) to provide grants and other forms of assistance to qualified 501(c)(3) organizations to promote the Foundation's goals of improving and expanding agricultural studies, services and products within the State of Maryland.

#### Investment

The University of Maryland College Park Foundation, Inc. will manage the fund under guidelines established by its Board of Trustees, which allow the Foundation to assess reasonable administrative fees and expenses.

Prior to July 1, 2016, the Foundation shall contribute the sum of not less than Thirty Thousand Dollars (\$30,000) to the University of Maryland College Park Foundation, Inc. and every year thereafter, the

Foundation shall continue to make annual contributions to the University of Maryland College Park Foundation, Inc. of not less than Thirty Thousand Dollars (\$30,000) per year. Twenty Five Thousand Dollars (\$25,000) of each contribution will be utilized to provide five (5) qualified students from the University of Maryland College of Agriculture and Natural Resources to be awarded a Five Thousand Dollars (\$5,000) scholarships in the field of agriculture. The Foundation has no actual involvement with the selection of the students awarded these scholarships except as provided in the Fund Administration provision of this agreement.

The amount of the annual contribution in excess of Thirty Thousand Dollars (\$30,000) shall be deemed to be added to the fund principal. The fund principal will be held in perpetuity and invested in the endowment pool, which generates spendable income for each fund at the beginning of every fiscal year on July 1, beginning the first July 1 after the fund is created. The first disbursement of spendable income will be a proportional amount of a full year's spendable income calculation, based on how long the fund principal was invested during the previous fiscal year. The disbursements from this fund shall be to award additional annual Five Thousand Dollars (\$5,000) scholarships to qualified students as described above. If the fund corpus is less than the required minimum to establish an endowed fund when it is established, spendable income will not be awarded until the fund corpus reaches an endowment level of \$25,000.

#### Schedule

As described above, the Foundation agrees to pay a minimum of One Hundred Fifty Thousand Dollars (\$150,000) over the next five years beginning in 2016 but the Foundation may, in the Foundation's sole and absolute discretion, increase its annual contributions or continue them after the initial five (5) year commitment under this agreement. Twenty-Five Thousand Dollars (\$25,000) of each annual contribution shall be utilized to provide the scholarships described above and the remainder shall be added to the principal of the fund established hereunder, provided, however, in the event that he Foundation shall contribute more than \$30,000 in any given year, the Foundation shall, in the Foundation's sole and absolute discretion, determine if such excess is to be awarded in the form of annual scholarships or add to the principal of the fund. Any other individual or organization may add to the fund, and additions will follow terms of this agreement.

#### Fund Administration

The Byrd Endowed Scholarship in Agriculture will provide scholarships to undergraduate students in the College of Agriculture and Natural Resources on the basis of merit. It is the donor's preference that the recipients are graduates of a high school in Poolesville, Maryland. If there are no eligible students from Poolesville, the recipients shall be graduates of any high school in Montgomery County, Maryland, and finally, graduates from any high school in the state of Maryland. The dean of the College of Agriculture and Natural Resources shall administer the fund and select recipients. The University of Maryland College of Agriculture and Natural Resources shall provide an annual written list of students who receive the scholarships from the University of Maryland College of Agriculture and Natural Resources and the residency of such students in order for the Foundation to ensure that the University of Maryland College of Agriculture and Natural Resources is awarding the scholarships based upon the Taxpayer's criteria.

#### Recognition

To express appreciation and help attract gifts for similar purposes, the University and the Foundation may recognize Edward B. Byrd Foundation publicly, through announcements in internal and external publications and other media.

Change of Conditions

The Edward B. Byrd Foundation and the University can change terms of this agreement only by a written amendment that both parties agree to and sign. If future circumstances render this fund illegal, impossible or impractical to award, the University will consult with the Edward B. Byrd Foundation to redirect the corpus and net earnings to areas most consistent with the donor's wishes. If the Edward B. Byrd Foundation ceases to exist, the Foundation, in cooperation with University leadership, will direct its corpus and net earnings to areas it deems most consistent with the donor's wishes.

| ACCEPTED FOR THE DO                   | NOR:                         |                  |
|---------------------------------------|------------------------------|------------------|
| Scot A. Harlow<br>President           | Date                         |                  |
| ACCEPTED FOR THE UN FOUNDATION, INC.: | IVERSITY OF MARYLAND COLLEGI | E PARK           |
| Peter Weiler<br>President             | Date                         |                  |
| ACCEPTED FOR THE CO                   | LLEGE OF AGRICULTURE AND NAT | TURAL RESOURCES: |
| Craig Beyrouty, Ph.D.                 | Date                         |                  |

## **EXHIBIT 9**

## UNIVERSITY OF MARYLAND AGREEMENT REGARDING FARM LAND



COLLEGE OF AGRICULTURE AND NATURAL RESOURCES Office of Development and External Relations 1124 Symons Hall College Park, Maryland 20742-5551 301.405.7107 ljoyce@umd.edu

October 26, 2015

Scot A. Harlow President Edward B. Byrd Foundation

Scot,

Thank you for reaching out to the College of Agriculture and Natural Resources (AGNR) to discuss the potential use or gifting of farmland/agricultural property in Montgomery County.

Through the University of Maryland Foundation, the College of AGNR will work closely with the Edward B. Byrd Foundation to match their conservation, educational and philanthropic goals through one of the following objectives:

- Farmland may be preserved and utilized to produce crops to benefit the Terp Farm initiative.
- Land becomes an outdoor classroom for University of Maryland Extension programs and/or becomes a living laboratory for AGNR students.
- Land may be utilized to conduct research through the Maryland Agricultural Experiment Station.
- Land may be gifted to the College of AGNR and sold by the University of Maryland Foundation to fund an endowment to benefit academic, research or extension programs within the College of AGNR.

This is supplemental information on the Terp Farm initiative:

UMD's Department of Dining Services, College of AGNR and Office of Sustainability are partnered to create Terp Farm a sustainable farming operation located just 15 miles from the College Park campus. The College of AGNR has committed two acres at the Central Maryland Research and Education Center's Upper Marlboro facility for Terp Farm. Terp Farm will offer four-season vegetable production to be used in selected dining halls and on the Green Tidings mobile dining food truck, as well as provide produce to food-insecure members of the campus and College Park communities.

Please let me know at your convenience when the Edward B. Byrd Foundation would like to begin serious discussions about which pathway might be of interest in either partnering to utilize or gift the farmland/agricultural property to the College of AGNR.

With Maryland Pride,

Leslie Joyée

Assistant Director of Development

College of Agriculture and Natural Resources

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## **EXHIBIT 10**

## CONSERVATION RESERVE PROGRAM CONTRACT

| This form is available electronically.   |  |   |  |  |  |  |   |  |  |
|--|--|---|--|--|--|--|---|--|--|
|  | ARTMENT OF AGRICULTU   | IRE   |  | 1. ST.   | & CO. CODE &   | 2. S   | IGN-UP N  | UMBER  |  |
| (07-23-10) Commodity Credit Corporation  CONSERVATION RESERVE PROGRAM CONTRACT  NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the  |  |   | т  | ADMIN, LOCATION<br>24 031  |  |  | 32  |  |  |
|  |  |   | e for the  |  |  |  |   |  |  |
|  |  |   | Reduction Act of 1995. The   |  | 3. CONTRACT NUMBER   |  | CRES FOR  | R ENROLLMENT   |  |
| time required to complete this miormation collection estimated to average 4 minutes per response, including the<br>time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and<br>completing and reviewing the collection of information.   |  |   |  | 119B   |  |  | 160.92  |  |  |
| 7. COUNTY OFFICE ADDRESS (Include Zip Code):   |  |   |  | 5. FARM NUMBER   |  | 6. T   | 6. TRACT NUMBER(S)  |  |  |
| MONTGOMERY-HOWARD COU  | NTY FARM SERVICE AC  | SENCY   |  | 1104   |  |  | 1170  |  |  |
| 18410 MUNCASTER RD RM 134<br>DERWOOD, MD 20855-1421  | ks.  |   |  |  | 8.OFFER (Select one)   |  | 9. CONTRACT PERIOD<br>FROM: TO  |  |  |
| TELEPHONE NUMBER (Include Area Code): (301)590-2846  |  |   |  | GENERAL ENVIRONMENTAL PRIORITY                                     |  | (MM-DD-YYYY)   |   | TO:<br>(MM-DD-YYYY)<br>09-30-2017  |  |
| THIS CONTRACT is entered into between referred to as "the Participant"). The Participant of the date the Plan developed for such acreage and appropriate of the Plan developed for such acreage and appropriate of the Participant acknowledges as signing below, the Participant acknowledges such liquidated damages in an amount the terms and conditions of this contract CONTRACT PRODUCERS ACKNOWLE applicable, and, if applicable and.  | icipanic agrees to place the di-<br>proved by the CCC and the h<br>opposed by the CCC and the h<br>opposed to this Contract, en<br>ges that a copy of the Appen<br>of specified in the Appendix<br>act are contained in this Fr  | esignated acreage in<br>e CCC. The Parlicip<br>Parlicipant. Addition<br>litled Appendix to C<br>dix for the applicab<br>if the Parlicipant with | into the Constant also agri<br>eally, the Pant<br>RP-1, Conse<br>le sign-up pe<br>thdraws prior  | servation<br>rees to i<br>licipant<br>ervation<br>riod ha          | in Reserve Program implement on such of and CCC agree to control Reserve Program Control to some control or rejective and acceptance or rejective acce | ("CRP")<br>lesignate<br>omply wi<br>contract (<br>uch pers<br>ction. | or other use<br>ed acreage t<br>ith the terms<br>(referred to a<br>son. Such pe | e set by CCC for the<br>the Conservation<br>is and conditions<br>as "Appendix"). By<br>erson also agrees to  |  |
| applicable; and, if applicable, CRP-15.  10A. Rental Rate Per Acre   | **   |   |  |  |  |  |   |  |  |
| TOA. Remai Rate Per Acre   | \$ 62.99   | 11. Identific   | cation of C  | RP La  | and (See Page 2 fo   | or additi  | onal space  | ?)   |  |
| B. Annual Contract Payment   | \$ 10,136  | A.Tract No  | B. Field   | d No.  | C. Practice No.  | D. A   | cres E.   | Total Estimated<br>Cost-Share  |  |
| C. First Year Payment  | \$   | 1170  | 1  |  | CP10   | 44.62  |   | S 0  |  |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.)   |  | 1170  | 12   |  | CP10   | 18.92 \$   |   | \$ 0   |  |
| ,  | proruiou.y   | 1170  | 13   |  | CP10   | 26.11  |   | \$ 0   |  |
| 12. PARTICIPANTS   |  |   |  |  | <u>.</u>   |  | I   |  |  |
| A(1) PARTICIPANT'S NAME AND AL   |  | (2) SHARE   | (3) SOCIA  | LSEC   | URITY NUMBER:  | 27   | 7,019   | 642,   |  |
| EDWARD B BYRD REV TRUST<br>748 POTOMAC VIEW PKWY   | I.   | (4) SIG   |  | ATURE  |  |  | DATE (MM-DD-YYYY)   |  |  |
| BRUNSWICK, MD 21716-9719   |  | 100.00%   | Wind than the  | SALL)<br>prea individuals are signing, continuo on i               |  | 1  | 10-27-2014  |  |  |
| B(1) PARTICIPANT'S NAME AND AD   | DDRESS (Zip Code):   | (2) SHARE   |  | AL SECURITY NUMBER:  |  |  |   |  |  |
|  |  | %   | (4) SIGNA  | SIGNATURE  |  |  | DATE (MM-DD-YYYY)   |  |  |
|  |  |   | (If more than the  | eo individ   | luals are signing, continue  | on altacha   | nent.)  |  |  |
| C(1) PARTICIPANT'S NAME AND AD   | DRESS (Zip Code):  | (2) SHARE   | (3) SOCIAL   | SEC  | URITY NUMBER:  |  |   | THE RESERVED AND ADDRESS OF THE PARTY OF THE |  |
| ,  |  | %   | (4) SIGNA  | TURE   |  |  | DATE (MM-DD-YYYY)   |  |  |
| (If more than three individuals are signing, continue of   | n attechment.)   | 1   | (If more than thr  | ee individ   | luals are signing, continue  | on allachn   | nent.)  |  |  |
| 13. CCC USE ONLY - Payments according  |  | A. SIGNATURE  | OF CCC R   | EPRE   | SENTATIVE  | - 1  | B. DATE (   | MM-DD-YYYY)  |  |
| 13. CCC GSE ONE1 - Payments accordi  | ng to the shares are approved ;  | DA 1 1  | 1  |  |  |  | 0 .   |  |  |
| the second secon | and the service was a service of the | ruus.   | 7 <u>7</u> < 1   | مهري   | $\int_{-1}^{1} c(x)$   | ******   |   | 7-2014   |  |
| NOTE: The following statement is made in   | secondance with the Drivac   | v Act of 1974 (E LIC  | C 5536\ 654  | libo Do  |  |  | or  |  |  |
| for requesting the following informations (Pub. L. 107-171) and regulations (CCC to consider and process the contract. Furnishing to certain program benefits and other Justice, or other State and Federal civil fraud statutes, including 18 US  | ation is the Food Security Ac<br>promulgated at 7 CFR Part 1<br>offer to enter into a Conserva<br>the requested information is<br>financial assistance adminis<br>I Law Enforcement agencies   | at of 1985, (Pub. L.9<br>1410 and the Internation Reserve Progrevoluntary. Failure to<br>stered by USDA age.<br>and in response to              | ig-198), as a<br>al Revenue o<br>am Contract<br>o furnish the<br>ency. This int<br>a a court man | mended<br>code (26<br>, to ass<br>request<br>formation<br>sistrate | d and the Farm Seculo  6 USC 6109). The in  list in determining eligated information will re-  bon may be provided to our administrative tolor   | rity and<br>formation<br>gibility are<br>esult in do<br>o other a    | Rural invest<br>n requested<br>nd to determ<br>letermination<br>agencies, IR    | Iment Act of 2002 Is necessary for nine the correct of ineligibility for RS, Department of   |  |
| RETURN THIS COMPLETED FOR  | RM TO YOUR COUNTY FSA  | OFFICE.   |  |  |  |  |   |  |  |
| The U.S. Department of Agriculture (USDA) proh<br>merital status, family status, parental status, relig<br>ssistance program, (Not all prohibiled bases ap   | nibits discrimination in all its prog<br>nion, sexual orientation, genetic i<br>ply to all programs). Persons wi   | rams and activities or<br>information, political b  | eliefs, reprisal<br>uire allemative  | , or beca  | suse all or part of an inc   | dividual's   | income is der   | rived from any public  |  |
| nudiolape etc.) should contact USDA's TARGET<br>ndependence Avenue, S.W., Washington, D.C.:  | 20250-9410 or call (800)795-32   | 72 (voice) or (202) 72  | omplaint of di<br>0-6382 (TDD).  | usda i   | uion, write to USDA, Di<br>is an equal opportunity   | rector, Of<br>provider a   | tice of Civil R<br>and employer   | ights, 1400  |  |
| Original - County Office   | Owner's Cop  | ру  | Operator's Copy  |  |  |  |   |  |  |

1 10 100 100

## CONTINUATION OF ITEM 11 - Identification of CRP Land

| A.<br>Tract No. | t No. Field No. Practice No. Acres |      |            | E.<br>Total Estimated C/S | CONTRACT PERIOD (MM-DD-YYYY) |            |  |
|-----------------|------------------------------------|------|------------|---------------------------|------------------------------|------------|--|
|                 |                                    |      | F.<br>FROM | G.<br>TO                  |                              |            |  |
| 1170            | 14                                 | CP10 | 11.50      | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 2                                  | CP10 | 17.66      | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 4                                  | CP10 | 3.65       | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 5                                  | CP10 | 4.45       | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 6                                  | CP10 | 12.32      | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 7                                  | CP10 | 10.08      | \$0                       | 10-01-2007                   | 09-30-2017 |  |
| 1170            | 9                                  | CP10 | 11.61      | \$0                       | 10-01-2007                   | 09-30-2017 |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |
|                 |                                    |      |            |                           |                              |            |  |

| Original - County Office Copy | Owner's Copy | Operator's Copy |
|-------------------------------|--------------|-----------------|

Not To Scale ו וטשומווו ופמו בטטט



July 01, 2008

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compilance Provisions

Total Cropland Acres: 240.9

1104 - 1170



Disclaimer: Wetland Identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCs.