

**FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING**

This First Amendment to Memorandum of Understanding (this "**Amendment**") is made this \_\_\_\_ day of **AUG 10 2011** 2011 by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland (the "**City**"), and , a (the "**Applicant**").

**RECITALS**

A. A form of Memorandum of Understanding (the "MOU") was approved by the Board of Estimates on April 27, 2011. The MOU is a part of the Request for Proposals for Video Operation License issued by the State of Maryland for a Video Lottery Terminal facility in Baltimore City.

B. In response to questions from interested persons, the City desires to clarify and change a provision of the MOU regarding the purchase of Site lots, and to confirm its willingness to make certain recommendations for the use of certain monies to be paid to the City by the State under the provisions of State law, as more fully set forth below.

C. This Amendment must be signed, together with the MOU, by each Applicant for a VLT Operation License.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Sites for Purchase.**

Notwithstanding Section B of the MOU or any other provision of the MOU to the contrary, Applicant has the right, but not the obligation, to purchase one or more of the Sites other than the Sites on which the VLT Facility and its garage will be built for a minimum price of \$1,000,000 per acre. A revised Exhibit A is attached to this Amendment in order to clarify that the Applicant is only required to specify which Sites, it will purchase for a parking garage and which other Sites, if any, it wishes to purchase. Applicant must purchase the Site lots for the garage at the same time as Applicant becomes entitled to possession of the ground leased property. If the Applicant elects to buy one or more of the Sites in addition to the ones to be used for the VLT Facility and its garage, then the City will, at the election of the Applicant, either (1) sell the Applicant those Sites at the time it sells the Sites for the garage, or (2) grant the Applicant an option to buy such Sites at any time within two years after the VLT Facility first opens for business, for a price equal to the greater of (i) the price paid for the garage Sites (\$1,000,000 per acre minimum) or (ii) the fair market value of such additional Sites at the time the option is exercised.

The attachment to this Amendment marked "Revised Exhibit A" must be completed by the Applicant. The Exhibit A attached to the MOU approved by the Board of Estimates on April 27, 2011 will not be accepted.

**2. Expenses.**

Section C. 5 Infrastructure, of the MOU is amended by adding the following sentences: However, the City will recommend favorably to the Local Development Council that a portion of the local impact grant which the City receives from the State pursuant to the provisions of Section 9-1A-31 of the VLT Law should be paid to the Applicant to reimburse it for qualified expenses related to the construction of the VLT Facility. The portion to be paid to the Applicant will not exceed the sum of Six Million Dollars (\$6,000,000). Such amount will be paid only out of the payments to the City with respect to the VLT Facility during the first three years of such payments, and will not exceed \$2,000,000 in each such year. The term qualified expenses means expenses incurred by the Applicant for improvements that such local impact grants can be used for, as determined by the City.

**3. MBE/WBE;Employ Baltimore**

Section A. 9 MBE/WBE Participation, is hereby replaced by the following: The Applicant agrees to comply with the MBE/WBE requirements of the RFP.

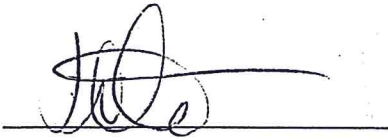
Section A. 10, Baltimore City Residents First, is hereby replaced by the following: The Applicant shall make a good faith effort to adhere to the hiring preference provisions of the "Employ Baltimore" program and the Executive Order issued by the Mayor of Baltimore dated June 9, 2011.

**4. Other.**

All other provisions of the MOU not expressly amended hereby shall remain in full force and effect. This Amendment may be executed in any number of counterparts and all of which counterparts taken together shall constitute but one and the same instrument. The Recitals are a substantive part of this Amendment. Any capitalized term used without a definition shall have the meaning set forth in the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

ATTEST:



Alternate Custodian of the City Seal

MAYOR AND CITY COUNCIL OF  
BALTIMORE

 (Seal)

By: Stephanie Rawlings-Blake  
Name: Stephanie Rawlings-Blake  
Title: Mayor


WITNESS:

\_\_\_\_\_

By: (Name of Applicant)

By: \_\_\_\_\_ (Seal)  
Date: \_\_\_\_\_  
[Name]  
[Title]

Approved as to form and legal sufficiency:

  
Chief Solicitor

The form of this Amendment and its execution and delivery in this form was approved by the Board of Estimates.

  
Date Aug 10, 2011



**MUST BE SUBMITTED WITH FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING – CANNOT BE LEFT BLANK**

**Revised Exhibit A**

**Exhibit A to First Amendment  
Identification of Ground Leased Sites and  
Site lots to be purchased**

**A. Ground Leased Sites**

For VLT Facility:

Lot(s): \_\_\_\_\_

**List each Site to be purchased, if any, in the following format:**

**B. Purchase Prices for Sites (minimum \$1 million per acre)**

Lot \_\_\_\_\_ \$ \_\_\_\_\_ Purpose \_\_\_\_\_ (specify immediate purchase or option)

Lot \_\_\_\_\_ \$ \_\_\_\_\_ Purpose \_\_\_\_\_ (specify immediate purchase or option)

Lot \_\_\_\_\_ \$ \_\_\_\_\_ Purpose: Garage

Lot \_\_\_\_\_ \$ \_\_\_\_\_ Purpose: Garage

**C. Amount of Parking Revenue Bonds Requested \$ \_\_\_\_\_**

Applicant's Name: \_\_\_\_\_