FIRST AMENDMENT TO GOLF COURSE MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO GOLF COURSE MANAGEMENT AGREEMENT (the "Amendment"), is made as of this _____ day of NOV 0 6 1991, 1991, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland acting by and through the Board of Recreation and Parks, the Department of Recreation and Parks and the Department of Public Works (the "City"), and Baltimore Municipal Golf Corporation, a non-profit corporation of the State of Maryland ("BMGC").

WITNESSETH:

WHEREAS, the City and BMGC are parties to a Golf Course Management Agreement dated and approved by the City's Board of Estimates on January 30, 1985 (the "Agreement"); and

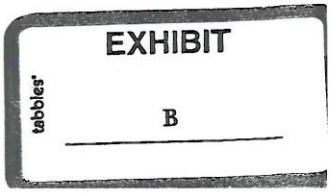
WHEREAS, the parties hereto wish to amend the Agreement by the addition of Article XIV entitled, "Activities Fund".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and BMGC hereby agree as follows:

A. The Agreement is hereby ratified and confirmed except as it may be hereinafter amended.

B. All terms used herein shall be defined as set forth in the Agreement.

C. The parties agree to the insertion of an additional Article as follows:



ARTICLE XIV. ACTIVITIES FUND

14.1 The City and BMGC agree to the creation of an "Activities Fund" which shall be administered jointly by the City's Director of Recreation and Parks and the Chairman of the Board of BMGC (the "Administrators"), both of whom shall serve ex officio. The "Activities Fund" shall be used solely for the purpose of funding championship playoff activities of children and youth athletic teams sponsored by the Baltimore City Department of Recreation and Parks and/or travel, lodging, entrance fees or other expenses incurred by children and youth who have attained a special level of excellence in certain other endeavors sponsored or endorsed by the City.

14.2 BMGC covenants and agrees to annually contribute to the Activities Fund an amount equal to $50,000 per 18-hole Golf Course Property (Clifton Park, Forest Park, Mount Pleasant and Pine Ridge) and $25,000 per 9-hole Golf Course Property (Carroll Park). The initial annual contribution of $225,000 shall be made on July 1, 1992 and thereafter on July 1 of each succeeding year during the term of the Agreement. Beginning on July 2, 1996, and each five-year anniversary thereafter, the parties agree to determine if BMGC's annual contribution should be increased or decreased based on then current economic conditions.

14.3 If any disagreements arise as to the administration of the Activities Fund, or in the event of any question regarding the intent of this Article XIV, the Administrators shall present such issue to the Mayor of the City of Baltimore whose decision or interpretation shall be final and binding.

14.4 The City and BMGC agree to execute such other and further documents as may be reasonably requested, appropriate or necessary to carry out the purposes and intent of the provisions of this Article XIV.

14.5 The obligations under this Article XIV are exclusive of any other obligations of the Agreement and any contributions by BMGC pursuant hereto shall be made without set-off, recoupment or diminishment.

WITNESS, the hands and seals of the parties hereto as of the day and year above written.

ATTEST:

BOARD OF RECREATION AND PARKS

Laura E. Perry (SEAL)
President

DEPARTMENT OF RECREATION AND PARKS

Marlyn J. Perritt (SEAL)
Director

DEPARTMENT OF PUBLIC WORKS

G. Louise Green
Alternate Custodian of the City Seal

George G. Balog (SEAL)
Director

BALTIMORE MUNICIPAL GOLF CORPORATION

Henry Miller (SEAL)
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ambrose T. Hartman
Deputy City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

Clerk

NOV 0 6 1991
Date

Being page three of a three-page Amendment between the Mayor and City Council of Baltimore and Baltimore Municipal Golf Corporation

RECREATION AND PARKS - PEOPLE ARE OUR BUSINESS

NAME & TITLE	Thomas V. Overton, Director
AGENCY NAME & ADDRESS	Department of Recreation and Parks 3001 East Drive - Room #106
SUBJECT	Second Amendment to the Management Agreement for the Baltimore Municipal Golf Corporation

CITY of BALTIMORE

MEMO

PH: 410-396-6132

DATE:

TO

February 22, 1999

Honorable President and Members
of the Board of Estimates
Dear Mr. President and Members:

ACTION REQUESTED OF BOARD OF ESTIMATES:

The Board is requested to approve and authorize the execution of the Second Amendment to the Management Agreement for the Baltimore Municipal Golf Corporation.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

None.

BACKGROUND AND EXPLANATION:

On February 3, 1999, the Board of Estimates approved an exchange Deed, an Agreement to Confirm Boundary Lines of St. Vincent's Cemetery, and an Easement to The Association of the Church of St. Vincent of Paul in the City of Baltimore and St. Vincent de Paul Roman Catholic Congregation, Inc. ("St. Vincent's Church") in connection with St. Vincent's Cemetery in Clifton Park.

This Second Amendment amends the Baltimore Municipal Golf Corporation's Management Agreement to recognize the City's conveyance of certain real property and a perpetual easement to St. Vincent's Church in Clifton Park.

Thomas V. Overton 2/22/99
DIRECTOR OF THE
DEPARTMENT OF RECREATION AND PARKS

TVO:SSE:gf
Attachments

c: Chief of Staff,
Office of the Mayor

APPROVED BY THE BOARD OF ESTIMATES

Bernice H. Taylor MAR 03 1999
CLERK DATE

"BALTIMORE - THE CITY THAT READS!"

28-1418-5017

EXHIBIT

tabbies

C

SECOND AMENDMENT TO THE
GOLF COURSE MANAGEMENT AGREEMENT
BETWEEN THE
MAYOR AND CITY COUNCIL OF BALTIMORE
AND THE
BALTIMORE MUNICIPAL GOLF CORPORATION

THIS SECOND AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT, made this _____ day of MAR 0 3 1999, 1999, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland, acting by and through its Department of Recreation and Parks and its Department of Public Works (hereinafter collectively referred to as "CITY"), and the BALTIMORE MUNICIPAL GOLF CORPORATION, a non-profit corporation of the State of Maryland (hereinafter referred to as "BMGC").

WHEREAS, CITY and BMGC entered into a Golf Course Management Agreement (hereinafter referred to as "Management Agreement"), approved by the Baltimore City Board of Estimates on January 30, 1985, but subject to two changes to be incorporated into the Management Agreement by a letter amendment;

WHEREAS, the amendments to the Management Agreement were contained in a letter to the Board of Estimates, dated February 14, 1985, from Ann Scheper, President of the Board of Recreation and Parks, approved by the Board of Estimates on February 20, 1985;

WHEREAS, the Board of Estimates approved another Amendment to the Management Agreement on December 3, 1986 for the purpose of extending the property under lease to the BMGC to construct an additional golf course;

WHEREAS, the Board of Estimates revoked this Amendment to the Management Agreement, dated December 3, 1986, on June 8, 1988;

WHEREAS, the Board of Estimates approved a "First Amendment to Golf Course Management Agreement" on November 6, 1991 to amend the Management Agreement by the addition of Article XIV, entitled "Activities Fund";

WHEREAS, the parties have agreed to amend the Management Agreement to recognize the CITY's conveyance of certain real property and a perpetual easement in Clifton Park to The Association of the Church of St. Vincent of Paul in the City of Baltimore and St. Vincent de Paul Roman Catholic Congregation, Inc. for access to St. Vincent's Cemetery.

NOW, THEREFORE, For and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

I. The Management Agreement is hereby amended to supersede and/or add the following Sections and Appendices:

Section 1.3

It is understood and agreed that the Golf Course Properties do not include public highways, streets, and thoroughfares and that CITY shall continue to be responsible for the regulation and maintenance of such highways, streets, and thoroughfares, unless damaged due to the negligence of BMGC, its employees or agents which damage shall be the responsibility of BMGC to promptly repair. BMGC shall not have the right to close public highways, streets, and thoroughfares. All private roads not dedicated to public use in the Golf Course Properties shall continue to be controlled, regulated, and maintained by CITY. CITY and its agencies and departments shall have the right to use such private roads as necessary. The driveway at Pine Ridge Golf Course, running from Dulaney Valley Road to the Clubhouse, shall be the responsibility of CITY to maintain and repair. BMGC shall be responsible for the cleaning of the driveway, including snow removal. CITY shall have the right to use said driveway when necessary.

Section 1.3.1

For those private roads not dedicated to public use in Clifton Park, as set forth in Exhibit A, attached hereto and made apart hereof, The Association of the Church of St. Vincent of Paul in the City of Baltimore and St. Vincent de Paul Roman Catholic Congregation, Inc., its parishioners, employees, agents, contractors, and family members of those interred in St. Vincent's Cemetery shall have the right to use those private roads set forth in Exhibit A for ingress and egress to St. Vincent's Cemetery while Clifton Park is open to the general public.

APPENDIX A-1 THROUGH A-6
AREAS TO BE "SURVEYED OUT"

1) Clifton Park Maintenance Yard, St. Vincent's Cemetery, and the property between the Clifton Park Maintenance Yard and St. Vincent's Cemetery, identified as Parcel B in Exhibit B, attached hereto and made a part hereof.

II. Notwithstanding the amendments to the above-mentioned Sections and Appendices, nothing contained herein shall be taken or construed to affect of modify, in any manner whatsoever, any of the other terms and conditions of the Management Agreement or its Amendments previously approved by the CITY's Board of Estimates.

IN WITNESS WHEREOF, this Second Amendment represents the full intent and interest of the parties hereto as evidenced by their respective signatures affixed below as of the day and year hereinabove written.

ATTEST:

Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

BY: Thomas V. Overton
Thomas V. Overton, Director
Department of Recreation and Parks

BY:
George G. Balog, Director
Department of Public Works

ATTEST:

BALTIMORE MUNICIPAL GOLF CORPORATION

BY: (SEAL)
Henry Miller,
Chairman of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Dixon G. Waxter 2-16-99
Dixon G. Waxter Date
Assistant City Solicitor

APPROVED BY THE BALTIMORE CITY BOARD OF ESTIMATES:

MAR 0 3 1999
Clerk

BEING PAGE 3 OF A 6 PAGE SECOND AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT BY AND BETWEEN THE MAYOR AND CITY COUNCIL OF BALTIMORE AND THE BALTIMORE MUNICIPAL GOLF CORPORATION .

golfand agr

EXHIBIT A

LAND SURVEYORS
S. J. MARTENET & CO., INC.
ESTABLISHED 1849
3033 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202
(410) 539-4283

JOEL M. LEININGER
DAVID B. PAPLAUCKAS
THOMAS L. WILHELM
JEFFREY A. HOWARD

SIMON J. MARTENET 1849-1892
HARRY B. MAVINS 1871-1894
SEPTIMUS P. TUSTIN 1870-1921
J. HOWARD BUTTON 1884-1940
WILLIAM D. ATWOOD 1887-1931
SAMUEL A. THOMPSON 1898-1944
GEORGE E. WINNER 1907-1943
HOWARD D. TUSTIN 1907-1960
HOWARD C. BUTTON 1944-1969
HOWARD D. TUSTIN, JR. 1943-1988
RICHARD P. TUSTIN 1943-1988

DESCRIPTION
30 FEET WIDE INGRESS AND EGRESS EASEMENT
TO BENEFIT
ST. VINCENT'S CEMETERY
WARD 8 SECTION 1 BLOCK 4199
BALTIMORE CITY, MARYLAND

ALL that strip of land 30 feet wide and lying 15 feet on each side of the following described centerline, that is to say:

BEGINNING for said centerline on the northwest side of Belair Road at a point where it is intersected by the center of a drive leading through Clifton Park, said point being approximately 280 feet, measured southwest along the northwest side of Belair Road, from the corner formed by the intersection of the northwest side of Belair Road and the center of Clifton Park Terrace, thence leaving Belair Road and running and binding on the center of said drive,

(1) Northwesterly, westerly and southwesterly 2,234 feet, more or less, to intersect the center of another drive there situate, which drive leads through Clifton Park in a northerly direction from the end of Rose Street thence leaving the center of the firstly abovementioned drive and running and binding on the center of the lastly abovementioned drive,

(2) Southerly 575 feet, more or less, to a point opposite the center of a drive leading to a maintenance shed there situate, thence leaving the secondly abovementioned drive and running and binding on the center of the drive leading to the maintenance shed,

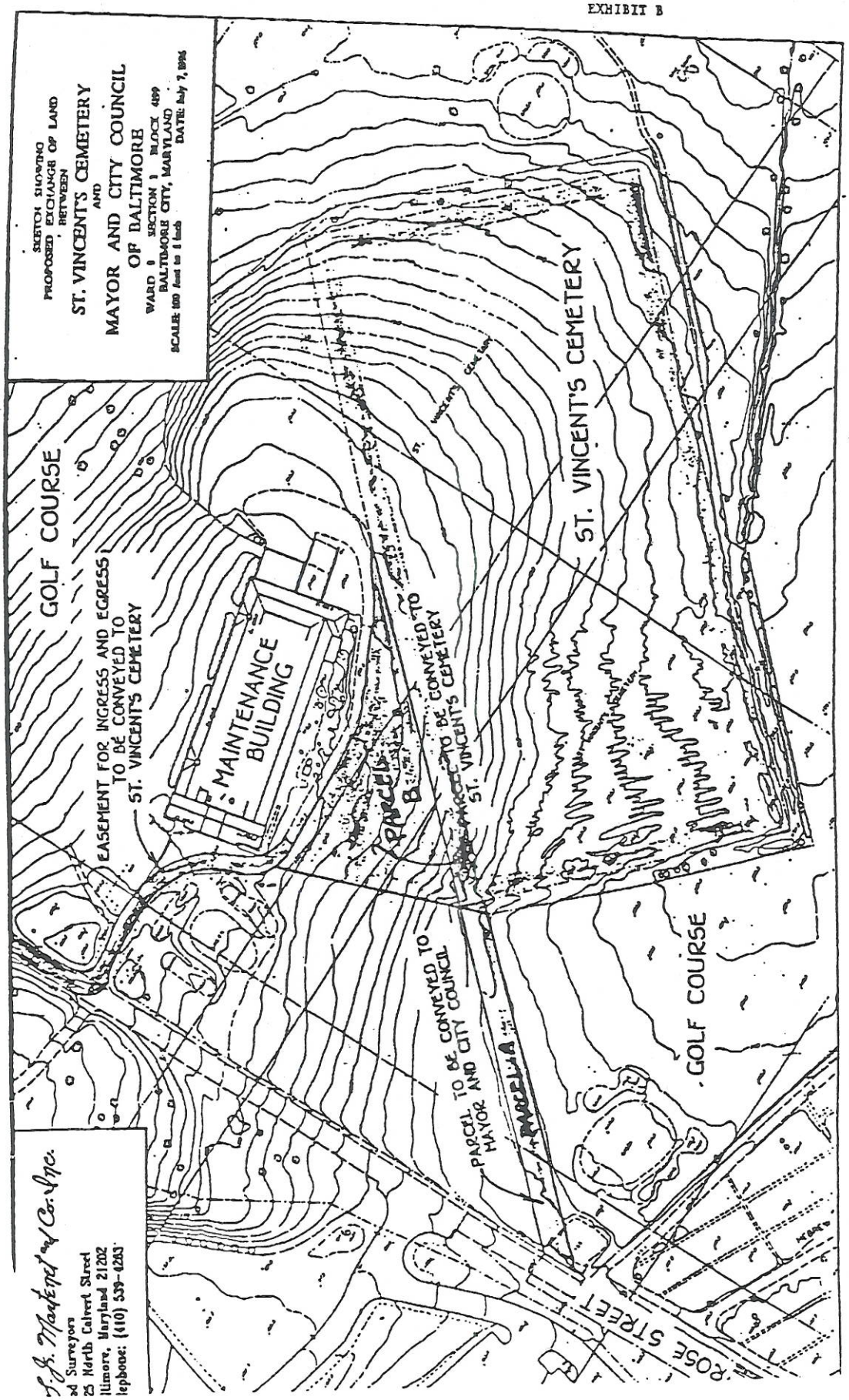
(3) Easterly and southeasterly 250 feet, more or less, to the end of said centerline at a point opposite the end of the second or Southeasterly 19.03 feet line of the land which by deed dated _____ and intended to be recorded among the Land Records of Baltimore City.

Maryland immediately prior hereto was granted and conveyed by the Mayor and City Council of Baltimore to The Association of the Church of St. Vincent of Paul.

NOTE: THIS DESCRIPTION IS BASED ON DEEDS OF RECORD AND OTHER SOURCES AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.

July 13, 1998
95063a
JML

EXHIBIT B


SKETCH SHOWING
PROPOSED EXCHANGE OF LAND
BETWEEN
ST. VINCENT'S CEMETERY
AND
MAYOR AND CITY COUNCIL
OF BALTIMORE
WARD 8 SECTION 1 BLOCK 4899
BALTIMORE CITY, MARYLAND
SCALE: 100 feet to 1 inch
DATE: July 7, 1996
GOLF COURSE
EASEMENT FOR INGRESS AND EGRESS
TO BE CONVEYED TO
ST. VINCENT'S CEMETERY
MAINTENANCE
BUILDING
PARCEL
B
PARCEL TO BE CONVEYED TO
ST. VINCENT'S CEMETERY
ST. VINCENT'S CEMETERY
PARCEL TO BE CONVEYED TO
MAYOR AND CITY COUNCIL
PARCEL A
GOLF COURSE
ROSE STREET
S. J. Martenet and Co. Inc.
ed Surveyors
25 North Calvert Street
ltimore, Maryland 21202
lephone: (410) 539-4283

VII

BALTIMORE MUNICIPAL GOLF CORPORATION
6131 Hillen Road
Baltimore, Md. 21239
(410) 444-4933

March 8, 1996

Ms. Marlyn J. Perritt, Director
Department of Recreation and Parks
3001 East Drive
Druid Hill Park
Baltimore, Maryland 21217

Dear Ms. Perritt:

I am pleased that we have been able to reach an agreement regarding BMGC's operation of the five municipal golf courses. The purpose of this letter is to memorialize the oral agreements entered into between you (the duly authorized representative of the City of Baltimore) and BMGC (represented by Kenneth L. Thompson, Esquire).

The terms are as follows: BMGC will make an annual contribution to the Baltimore Foundation in the amount of $400,000 replacing the current Activities Fund contribution. This money is to be used in connection with programs designed to benefit the young people of Baltimore. It is further understood that the contribution for your fiscal year 96-97 will be made on July 1, 1996, in the amount of $325,000. Payments in the amount of $400,000 per year will begin July 1, 1997, and will continue unless modified by mutual agreement. Finally, as Director of the Department of Recreation and Parks, you will be the Mayor's designee on the Board of Directors of the Baltimore Municipal Golf Corporation and we will modify our By-Laws to reflect this designation. In consideration of the above, the City of Baltimore will refrain from taking any actions inconsistent with the agreement currently in existence between BMGC and the City of Baltimore.

As I expressed to you in my earlier letter, I am quite pleased that we were able to work out our problems in a manner that will benefit all of our interests, with the ultimate beneficiary being the citizens of Baltimore. Again, all of us affiliated with BMGC look forward to an uninterrupted and constructive working relationship with the City.

Sincerely,

Henry H. Miller
Chairman of the Board
Baltimore Municipal Golf Corporation

BALTIMORE
MUNICIPAL GOLF CORP.

EXHIBIT
tabbies
D

FROM

NAME & TITLE	Ralph S. Tyler, City Solicitor
AGENCY NAME & ADDRESS	Baltimore City Law Department Suite 101 City Hall
SUBJECT	Third Amendment to Golf Course Management Agreement between Mayor and City Council of Baltimore and Baltimore Municipal Golf Corporation ("BMGC")

CITY of BALTIMORE

MEMO

TO

DATE: November 29, 2004

The Honorable President and Members
of the Board of Estimates
Room 215, City Hall

Dear Madam President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES

The Board is requested to approve and authorize execution of a Third Amendment to Golf Course Management Agreement.

AMOUNT OF MONEY AND SOURCE:

This Third Amendment reduces BMGC's payment obligation to Baltimore Foundation from $400,000 annually to $300,000 annually for two years, after which BMGC's annual contribution shall return to $400,000.

BACKGROUND/EXPLANATION

On January 30, 1985, this Board approved the Golf Course Management Agreement ("Agreement") between the Mayor and City Council of Baltimore and BMGC. Under the Agreement, the various golf courses owned by Baltimore City were leased to and placed under the management of BMGC. On November 6, 1991, this Board approved a First Amendment to the Agreement that provided for a contribution of $225,000 a year by BMGC to a special "Activities Fund" which would be used for the support of activities on behalf of children and youth of Baltimore City. On March 8, 1996, the parties agreed that as of July 1, 1997, that instead of the $225,000 payment to the "Activities Fund", that BMGC would make an annual payment to the Baltimore Foundation of $400,000, and the parties further agreed that this $400,000 annual payment to the Foundation would continue at that amount unless the amount was modified by mutual agreement of the parties.

In the last two years, BMGC has experienced a decline in its business due to various conditions, including adverse weather and increased competition, and this decline in business precluded BMGC from making the agreed-to $400,000 payment due on July 1, 2004. The parties wish to resolve the disputes currently existing between them and to take actions designed to place BMGC on a solid economic footing to promote the success of BMGC, to protect the City's interest in receiving the agreed to revenue from BMGC so that the City may use that revenue for the benefit of the City's citizens, particularly the City's youth.

BMGC's payment obligation to the Baltimore Foundation for the next two years shall be $300,000 per year. Thereafter, the payment obligation shall return to $400,000 per year, and BMGC shall have the obligation to submit the matter to binding arbitration if it claims that it is financially unable to pay that amount. Separate from the financial terms, BMGC has agreed to a substantial reorganization of its Board, including adopting a plan to recruit highly qualified new Board members, and BMGC has also agreed to develop a marketing plan.

APPROVED BY THE BOARD OF ESTIMATES

Bernice H. Taylor DEC - 8 2004

CLERK DATE

Noted
C. Sleyster
11/30/04

THIRD AMENDMENT TO GOLF COURSE MANAGEMENT AGREEMENT

This Third Amendment to Golf Course Management Agreement (the "Third Amendment") is made this _____ day of DEC 08 2004, 2004, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE (the "City"), and BALTIMORE MUNICIPAL GOLF CORPORATION ("BMGC") (The City and BMGC are hereafter referred to collectively as the "parties").

WHEREAS, the parties entered into the Golf Course Management Agreement (Ex. A) on January 30, 1985, a First Amendment (Ex. B) of that Agreement on November 6, 1991, a Second Amendment (Ex. C) of that Agreement on March 3, 1999 (together the "Agreement");

WHEREAS, in the First Amendment (Ex. B), the parties agreed, among other things, that BMGC would make an annual payment in the amount of $225,000 to a special "Activities Fund";

WHEREAS, on March 8, 1996, the parties agreed that as of July 1, 1997, that instead of the $225,000 payment to the "Activities Fund", that BMGC would make an annual payment to the Baltimore Foundation (the "Foundation") of $400,000, and the parties further agreed that this $400,000 annual payment to the Foundation would continue at that amount unless the amount was modified by mutual agreement of the parties (Ex. D);

WHEREAS, BMGC has experienced a decline in its business due to various conditions, including adverse weather and increased competition, and this decline in business precluded BMGC from making the agreed-to $400,000 payment (Ex. C) due on July 1, 2004; and

WHEREAS, the parties wish to resolve the disputes currently existing between them and to take actions designed to place BMGC on a solid economic footing to promote the success of BMGC, to protect the City's interest in the golf courses that BMGC leases, and to protect the City's interest in receiving the agreed to revenue from BMGC so that the City may use that revenue for the benefit of the City's citizens, particularly the City's youth.

NOW, THEREFORE, the City and BMGC agree as follows:

1. The above whereas clauses are hereby incorporated by reference.

2. The parties' original agreement (Ex. A), First Amendment (Ex. B), Second Amendment (Ex. C), and the parties' modification of BMGC's payment obligation (Ex. D) are hereby ratified and confirmed except as specifically amended by this Third Amendment.

3. BMGC's payment obligation to the Foundation for July 1, 2004, and July 1, 2005, shall be $300,000. The City, on behalf of the Foundation, acknowledges receipt of $225,000 from BMGC in partial satisfaction of its payment obligation for July 1, 2004.

4. BMGC's payment obligation to the Foundation for July 1, 2006, and each year thereafter, shall be $400,000 annually unless (i) the parties agree in advance of the payment anniversary date (July 1 of each year) that BMGC's annual payment for that year should be increased or decreased based on BMGC's financial performance; or (ii) an arbitrator determines that BMGC is only financially able to pay some amount less than $400,000 for a given year pursuant to the processes set forth in Paragraphs 6 and 7 of this Agreement.

5. The City shall receive BMGC's audited financial statements when they are provided to the members of the BMGC Board of Directors (the "BMGC Board" or the "Board"). The City shall also receive all BMGC financial information and reports, including internal and external audits, provided to the Board.

6. Except as provided in Paragraphs 3 and 4 of this Agreement, BMGC's payment obligation to BMGC shall be $400,000 annually. If BMGC's judgment is that it is only financially able to pay the City some amount less than $400,000 in a given year, BMGC shall have the right and obligation to submit the matter to binding arbitration before a single arbitrator. The arbitrator shall be selected by agreement of the parties, or in the absence of an agreement, the arbitrator shall be chosen by the American Arbitration Association ("AAA"). If the parties agree on an arbitrator, the arbitration shall be conducted pursuant to the rules and procedures to which the parties agree or the arbitrator establishes. If the parties fail to agree on an arbitrator and the AAA selects the arbitrator, the arbitration shall be conducted in accordance with the then effective commercial arbitration rules of the AAA.

7. In any arbitration, the arbitral issue will be BMGC's financial ability to pay the City the sum of $400,000 for the year at issue as required by the contract between the City and BMGC. At the arbitration, BMGC shall have the burden to prove its inability to pay the City $400,000 for the year at issue. In analyzing BMGC's ability to pay the City $400,000, the arbitrator shall determine the reasonableness (or not) of BMGC's expenditures in light of both: (i) BMGC's need to remain on solid economic footing; and (ii) BMGC's obligation to pay the City $400,000 a year to support youth programs, and BMGC's responsibility to honor that obligation in its budgetary planning

and spending. In all cases, the arbitrator shall have the power to determine that BMGC is able to pay the City any amount up to and including $400,000. The applicable "burden of proof" in any arbitration shall be the preponderance of the evidence standard. The parties shall split the costs of any arbitration (*e.g.*, the arbitrator's fees and any administrative expenses) and each party shall bear its own fees and costs, without regard to which party initiates the arbitration or which party prevails in the arbitration.

8. Effective immediately upon the execution of this Third Amendment, the City shall withdraw, revoke, and rescind the notices of default dated July 21, 2004 and November 2, 2004 that the City issued to BMGC.

THE MAYOR AND CITY COUNCIL
OF BALTIMORE

By: _____
Martin O'Malley, Mayor

BALTIMORE MUNICIPAL GOLF
CORPORATION

By: _____
Kenneth L. Thompson
Chairman, Board of Directors

Reviewed and approved
for legal sufficiency:

_____
City Solicitor

Approved by the Board of Estimates this DEC 08 2004 day of _____, 2004.

SUBJECT TO THE BALTIMORE MUNICIPAL GOLF CORPORATION REPORTING BACK TO THE BOARD IN 6 MONTHS ON ITS REORGANIZATION AND MARKETING PLAN.

_____
CLERK