

Amendment to Memorandum of Understanding

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "Amendment") is made and entered into as of this \_\_\_\_ day of October, 2015, by and among the City Council of the City of Harrisonburg, Virginia (the "City"), the Industrial Development Authority of the City of Harrisonburg, Virginia (the "IDA"), James Madison University ("JMU"), dpM Partners, LLC (together with its assigns, "Developer"), and James Madison University Foundation, Inc. (the "Foundation", and together with the City, the IDA, JMU and the Developer, collectively referred to herein as the "Parties").

RECITALS:

A. The Parties have entered into that certain Memorandum of Understanding, dated as of December 15, 2014 (the "MOU"), regarding the development, ownership and financing of the Hotel and Conference Center on the northwest corner of the campus of JMU.

B. The Parties desire to amend the MOU as more specifically provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Each capitalized term used and not otherwise defined herein shall have the meaning given to such term in the MOU.
2. Based on further cost estimates done by Developer and its consultants, Developer has informed the Parties that the total cost of the design, development and construction of the Conference Center will be approximately \$10,974,895. Attached hereto as Schedule 1 is a revised Anticipated Development Budget, pursuant to which Developer shall coordinate the design, development and construction of the Conference Center under the Development Agreement. Such Anticipated Development Budget attached hereto as Schedule 1 shall replace Exhibit B to the MOU. The Foundation Loan to be borrowed by the Foundation to complete the construction of the Conference Center shall be in an amount no less than the Anticipated Development Budget, and the City, IDA and the Foundation acknowledge and agree that the Support Agreement shall be deemed modified to reflect such revised Anticipated Development Budget.
3. Subject to the conditions set forth in the MOU, it is now anticipated that the Closing between the Parties will occur in the first quarter of 2016.
4. The Parties hereby confirm and ratify the MOU, as amended by this Amendment. Except as expressly provided in this Amendment, the MOU remains in full force and effect and unmodified.
5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties hereto had signed the same signature page. Delivery of an executed counterpart of a signature page to this Amendment in electronic ("pdf" or "tif") format shall be as effective as delivery of an original executed counterpart of this Amendment.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the day and year first above written.

**CITY:**

CITY OF HARRISONBURG, VIRGINIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor of the City Council

**JMU:**

JAMES MADISON UNIVERSITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IDA:**

THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF  
HARRISONBURG, VIRGINIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FOUNDATION:**

JAMES MADISON UNIVERSITY  
FOUNDATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:**

DPM PARTNERS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**

**“Exhibit B”**

**Anticipated Development Budget**

Building and Improvements	\$	7,589,895
Soft Costs	\$	715,000
Furnishings, Fixtures & Equipment	\$	1,890,000
Operations Costs	\$	780,000
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<b>Total</b>	<b>\$</b>	<b><u><u>10,974,895</u></u></b>