

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

STATE OF MARYLAND \*  
V. \* CASE NOS: 109210015  
SHEILA ANN DIXON \* AND  
\* 109210016  
\*  
\* \* \* \* \*

PLEA AGREEMENT

IT IS HEREBY AGREED, by and between the State of Maryland, and Sheila Ann Dixon (hereinafter sometimes referred to as the "Defendant") and her attorneys, Arnold Weiner, Esquire and The Law Office of Arnold Weiner, Dale P. Kelberman, Esquire and Miles and Stockbridge, P.C. and Melissa Phinn, Esquire, and the Law Office of Melissa Phinn (hereinafter collectively referred to as the "Defendant's counsel" as follows:

1. Sheila Ann Dixon is charged in Case No. 109210016 with two counts of perjury in violation of *Criminal Law Article, § 9-101*, each count punishable by a sentence of imprisonment up to ten (10) years. The Defendant will enter a plea of guilty to the second count of the indictment pursuant to *Alford v. North Carolina*. Upon acceptance of the guilty plea by the Court, the Defendant agrees to the sentencing date of February 4, 2010. The Defendant further agrees to withdraw all appeals related to, or pertaining to, Case No. 109210016, including the appeal pending before the Court of Special Appeals, Case No. 01969, September Term, 2009.
2. With regard to Case No. 109210015 in which the Defendant has been found guilty by a jury on one count charging misappropriation by a fiduciary, the Defendant

agrees to withdraw all pending post trial motions and proceed to sentencing on February 4, 2010.

3. The Defendant irrevocably waives the filing of any and all appeals, actions, motions or other proceedings related to, or which in any way, pertains to any of the pending cases, (including the investigations related thereto) issues in either or both of the cases or the terms and conditions of this agreement, including, without limitation, the filing of any post-trial or post proceeding action and/or the filing of any other action, including, but not limited to, any civil or administrative action seeking attorney's fees from the City of Baltimore. In addition, by signing this Agreement, the Defendant and her counsel, individually and collectively, agree that they will not seek or accept any payment for counsel fees which are paid directly, or indirectly, from or by the City of Baltimore pertaining to the above-captioned cases, the related investigations or the noting of any appeals.

4. On the date this plea agreement is accepted by the Court, the Defendant shall tender her resignation as Mayor of Baltimore which resignation shall become effective as of the date of sentencing. In the event that the Defendant does not resign, then the parties agree that a probation before judgment sentence will not be imposed and the Court may impose any lawful sentence it deems appropriate.

5. The Defendant acknowledges that she is the owner of the electronic equipment seized from her home on or about June 17, 2009. The Defendant irrevocably agrees to surrender all right, title and interest in any of the items seized including the X-Box Need for Speed and the Samsung SCD 353 Digital Camcorder which had been purchased using the gift cards provided by Ronald Lipscomb and Patrick Turner. In addition, the Defendant acknowledges that she owns two (2) fur coats, more fully

described as a burnt umber mink coat and a Persian lamb coat and which had been purchased at Mano Schwarz in part with a gift certificate given to the Defendant by Ronald Lipscomb in 2004. The Defendant further irrevocably authorizes the State of Maryland, or its assigns, to sell at auction, on E-Bay or otherwise, the fur coats and electronic equipment. All proceeds from the sale will be donated to YouthWorks, a Baltimore non-profit organization, which assists children in Baltimore. The State shall return to the Defendant the remaining coat seized at Mano Schwarz which had been purchased by the Defendant. The Defendant shall hold the State harmless and waives all claims, actions or causes of actions pertaining to that coat or any of the other items seized by the State.

6. In return for the Defendant's plea of guilty as set forth above, and the other consideration set forth herein, and upon acceptance of those pleas of guilty by the Court:

A. The State and Defendant agree that the sentence imposed by the Court shall be pursuant to Maryland Rule 4-243(c) and the terms contained in this agreement shall be binding upon the Court.

1. As to Count IV in Case No. 109210015 and Count II (Perjury) in Case No. 109210016, the Court sentences will be suspended generally and, in each case, the Defendant will be placed on a period of probation before judgment pursuant to §6-220 of the Criminal Procedure Article, for a period of four (4) years which are to run concurrently.

2. As a special condition of probation, the Defendant agrees that she will not seek, hold or be employed in any position with the State of Maryland or the City of Baltimore while on probation.

3. As a special condition of probation, the Defendant agrees to perform five hundred (500) hours of community service. The community service will be performed at Our Daily Bread, a non-profit organization, or at any other place as directed and approved by the Defendant's probation officer.
4. As a special condition of probation, the Defendant agrees to pay as a charitable donation the sum of \$45,000 to the Bea Gaddy Family Center, a non-profit organization which assists needy families and women of Baltimore City, and/or a Baltimore HIV-AIDS non-profit facility. The charitable contribution will be made over the course of the Defendant's probationary period and is to be paid in full prior to any probation being terminated. The Defendant has consulted with her counsel and all parties agree that such donation may be a special condition of probation before judgment. The Defendant irrevocably waives any right to contest this special condition and the Defendant acknowledges and agrees, with the advice of counsel, that the imposition of this special condition will not void or vitiate this Agreement. Unless otherwise ordered by the Court, the payments are to be made through the Department of Parole and Probation.
5. The probationary period will be unsupervised, except the probation will be supervised for the collection of the charitable contribution and the performance of the community service.
7. The State will enter a *nolle prosequi* to all remaining counts in each case.
8. In the event that the Defendant completes her community service and donates, in full, the \$45,000 to either the Bea Gaddy Family Center and/or a Baltimore HIV-AIDS non-profit facility and has not otherwise breached this agreement within the four (4) year

probationary period, then the Defendant's probation will be terminated, except that, in no event, shall the period of probation be less than two (2) years from the date of sentencing.

9. In the event of a request by the State, the Defendant will appear at any proceeding to which she is subpoenaed and to testify truthfully under the penalties of perjury. The Defendant irrevocably agrees that any of the Defendant's counsel is authorized to accept any subpoena on her behalf for a period of one (1) year from the date of sentencing.

10. The State will not file any further charges against the Defendant based upon information arising out of this investigation and about which the Office of the State Prosecutor has actual knowledge. In the event the Defendant alleges a violation by the Office of the State Prosecutor of this provision, it shall be the burden of the Defendant to demonstrate by a preponderance of the evidence that the Office of the State Prosecutor has breached the agreement.

11. In the event any portion of this Agreement shall, for any reason whatsoever, be found to be void, the remaining terms of the Agreement shall be binding upon the parties and shall remain in full force and effect, except as otherwise expressly provided herein.

12. The Defendant and her agents, servants and attorneys irrevocably and forever waive and shall hold harmless the State of Maryland and its agents, servants, attorneys and employees from any and all actions and causes of actions arising from or related to this Agreement or the above-referenced cases.

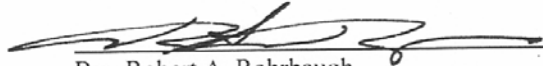
13. This Agreement is being executed freely and voluntarily without duress or coercion and after consultation and advice from competent counsel.

14. No provision of this agreement is binding unless and until executed by all of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

State of Maryland

Date: 1/6/10



By: Robert A. Rohrbaugh  
State Prosecutor

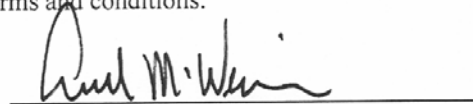
I, Sheila Ann Dixon, have read the foregoing Plea Agreement and reviewed its terms with my attorneys, Arnold M. Weiner Esquire, Dale P. Kelberman, Esquire and Melissa Phinn, Esquire. I thoroughly understand the terms of the agreement and freely and voluntarily agree to its terms.

Date: 1/6/10

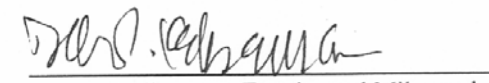


Sheila Ann Dixon

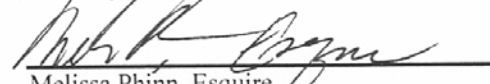
We, Arnold M. Weiner Esquire, Dale P. Kelberman, Esquire and Melissa Phinn, Esquire are attorneys for Sheila Ann Dixon. We certify that we have thoroughly reviewed the terms of the foregoing Plea Agreement with our client. To the best of our knowledge, her decision to enter into this plea agreement is made freely and voluntarily with full understanding of its terms. To the extent provided in the Agreement relating to the actions by the Defendant's counsel, we agree, individually and on behalf of our respective law firms, to be bound by such terms and conditions.



Arnold M. Weiner Esquire and The Law  
Offices of Arnold M. Weiner  
Attorneys for Sheila Ann Dixon



Dale P. Kelberman, Esquire and Miles and  
Stockbridge, P.C.  
Attorneys for Sheila Ann Dixon



Melissa Phinn, Esquire  
Attorney for Sheila Ann Dixon