

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2001 Legislative Session

Resolution No. CR-11-2001
 Proposed by The Chairman (by request – County Executive)
 Introduced by Council Members Scott, Russell and Shapiro
 Co-Sponsors _____
 Date of Introduction April 10, 2001

RESOLUTION

1 A RESOLUTION concerning

2 Termination of the Industrial Development Authority of

3 Prince George's County, Maryland

4 For the purpose of terminating the Industrial Development Authority of Prince George's County,
 5 Maryland upon the satisfaction of certain contingencies provided for herein; generally providing
 6 for and determining various matters in connection with the termination of the Industrial
 7 Development Authority of Prince George's County, Maryland and such contingencies; generally
 8 providing for and determining various matters in connection with the vesting in Prince George's
 9 County, Maryland of all of the property of the Industrial Development Authority of Prince
 10 George's County, Maryland and the transfer to and assumption by Prince George's County,
 11 Maryland of all obligations and assets of the Industrial Development Authority of Prince
 12 George's County, Maryland upon such termination; providing for the effective date of this
 13 Resolution; and providing for the severability of the various provisions of this Resolution.

14 WHEREAS, the Maryland Economic Development Revenue Bond Act, being Sections 14-
 15 101 through 14-109, inclusive, of Article 41 of the Annotated Code of Maryland, as amended
 16 (hereinafter referred to as the "Act"), authorizes any of the 23 counties of Maryland and the
 17 Mayor and City Council of Baltimore to create an industrial development authority by
 18 resolution; and

19 WHEREAS, pursuant to the Act and CR-25-1987, adopted by the County Council of Prince
 20 George's County, Maryland (hereinafter referred to as the "County Council") on April 14, 1987,
 21 approved by the County Executive of Prince George's County, Maryland (hereinafter referred to
 22 as the "County Executive") on April 24, 1987, and effective on April 24, 1987 (hereinafter

1 referred to as "CR-25-1987"), the Industrial Development Authority of Prince George's County,
2 Maryland (hereinafter referred to as the "IDA"), a body corporate and politic and an
3 instrumentality of Prince George's County, Maryland (hereinafter referred to as the "County")
4 was created; and

5 WHEREAS, pursuant to the Act and CR-25-1987, the Articles of Incorporation for the IDA
6 were executed by the County Executive on April 24, 1987 and were filed with the State
7 Department of Assessments and Taxation on April 28, 1987; and

8 WHEREAS, Section 14-104 of the Act authorizes the IDA to issue and sell its revenue
9 bonds as its limited obligations for the purposes of financing or refinancing any costs of
10 acquisition of one or more facilities (as defined in the Act) or of refunding outstanding bonds,
11 including the necessary expenses of preparing, printing, selling and issuing those bonds, the
12 funding of reserves, and the payment of interest with respect to financing such acquisition, and to
13 lease any such facility; and

14 WHEREAS, as used in the Act, "acquisition" means "the acquisition, construction,
15 reconstruction, equipping, expansion, extension, improvement, rehabilitation, or remodeling of 1
16 or more facilities"; and

17 WHEREAS, Section 14-104 of the Act further provides that in order to implement the
18 authority conferred upon it by the Act to issue bonds, the IDA shall adopt a resolution
19 determining and providing for various matters outlined in the Act and, further, that pursuant to
20 any such resolution, the IDA may authorize an appropriate officer, by order or otherwise with the
21 approval of the IDA's chief executive officer, to specify, prescribe, determine, provide for and
22 approve such matters, details, forms, documents, or procedures as the IDA deems appropriate to
23 the authorization, sale, security, issuance, delivery, or payment of or for such bonds; and

24 WHEREAS, pursuant to CR-25-1987, the County Executive and County Council provided
25 that the IDA shall not issue and sell its bonds unless such issuance and sale has first been
26 approved by resolution of the County Council approved by the County Executive; and

27 WHEREAS, from 1987 to present, the IDA has financed or refinanced the acquisition
28 (within the meaning of the Act) of three facilities in the County through the issuance of revenue
29 bonds; specifically, the Gabriel DuVall Law Building, the Upper Marlboro Justice Center and
30 the Hyattsville District Court Facility; and

31 WHEREAS, references herein to the Gabriel DuVall Law Building are deemed to include

1 the "Project", the "Facility" and the "Project Site" as defined in certain of the DuVall Bond
2 Documents identified herein; and

3 WHEREAS, references herein to the Upper Marlboro Justice Center are deemed to be to
4 the "Improvements" as defined in certain of the UMJC Bond Documents identified herein; and

5 WHEREAS, references herein to the Hyattsville District Court Facility are deemed to be to
6 the "Project" as defined in certain of the HDCF Bond Documents identified herein; and

7 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of the
8 Act, on May 21, 1987, the IDA adopted a resolution (hereinafter referred to as the "1987 IDA
9 Resolution") providing for the issuance, sale and delivery of the IDA's revenue bonds in an
10 aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars
11 (\$3,500,000), for the purpose of financing the cost of acquisition (within the meaning of the Act)
12 of certain facilities identified therein as the Gabriel DuVall Law Building, at 14701 Governor
13 Oden Bowie Drive, Upper Marlboro, Maryland, to be leased to the County, authorizing the
14 Authorized Officer (as defined therein) to specify, prescribe, determine, provide for and approve,
15 within the limitations of the Act, all matters, details, forms, documents and procedures pertaining
16 to the sale, security, issuance, delivery and payment of or for such revenue bonds, and generally
17 providing for and determining various matters in connection with the authorization, issuance,
18 sale and delivery of such revenue bonds and the consummation of the transactions contemplated
19 thereby; and

20 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to CR-71-1987, adopted
21 by the County Council on June 23, 1987, approved by the County Executive on July 1, 1987, and
22 effective on July 1, 1987, the County Executive and County Council authorized and approved the
23 issuance, sale and delivery by the IDA of its revenue bonds pursuant to the provisions of the Act
24 or such other statutory authority in effect at the time of issuance for the purpose of financing the
25 cost of acquisition (within the meaning of the Act) of certain facilities identified therein as the
26 Gabriel DuVall Law Building, to be leased to the County, providing that the maximum aggregate
27 principal amount of revenue bonds that may be issued may not exceed Three Million Five
28 Hundred Thousand Dollars (\$3,500,000), and generally providing for and determining certain
29 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
30 and the consummation of the transactions contemplated thereby; and

31 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of the

1 1987 IDA Resolution, the Chairman of the IDA, as the Authorized Officer, issued an Executive
2 Order dated September 1, 1987 in order to specify, prescribe, determine, provide for and approve
3 certain matters contemplated by the 1987 IDA Resolution; and

4 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the 1987 DuVall
5 Indenture identified herein, on September 29, 1987, the IDA issued its \$3,000,000 Industrial
6 Development Authority of Prince George's County, Maryland Lease Revenue Bonds (Gabriel
7 DuVall Law Building Project), Series 1987A (hereinafter referred to as the "1987A DuVall
8 Bonds"), and its \$500,000 Industrial Development Authority of Prince George's County,
9 Maryland Lease Revenue Bonds (Gabriel DuVall Law Building Project), Series 1987B
10 (hereinafter referred to as the "1987B DuVall Bonds" and, together with the 1987A DuVall
11 Bonds, collectively as the "1987 DuVall Bonds"), the proceeds of which were applied to pay the
12 costs of acquiring fee simple title to the Project and the Project Site identified in the 1987 DuVall
13 Indenture, to pay certain costs relating to the issuance of the 1987 DuVall Bonds, and to fund
14 two debt service reserve funds; the 1987B DuVall Bonds matured by their terms on September 1,
15 1997; and

16 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1987
17 DuVall Bonds, a Lease Agreement dated as of August 15, 1987 (hereinafter referred to as the
18 "1987 DuVall Lease"), was entered into by and between the IDA (referred to therein as the
19 "Authority") and the County (referred to therein as the "County") providing for the County to
20 lease from the IDA the Project and the Project Site identified therein for a lease term, rental and
21 such other terms and conditions as fully set forth therein; and

22 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1987
23 DuVall Bonds, an Indenture of Trust dated as of August 15, 1987 (hereinafter referred to as the
24 "1987 DuVall Indenture"), was entered into by and between the IDA (referred to therein as the
25 "Issuer") and Equitable Bank, National Association, as trustee for the holders of the 1987 DuVall
26 Bonds (referred to therein as the "Trustee" and referred to herein as the "1987 DuVall Trustee");
27 and

28 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the 1987 DuVall
29 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
30 to the 1987 DuVall Trustee and its successors in trust and assigns forever, to the extent provided
31 in the 1987 DuVall Indenture, all of its right, title and interest in and to the 1987 DuVall Lease

1 and in and to the Revenues and certain other property identified in the 1987 DuVall Indenture;
2 notwithstanding such assignment, the 1987 DuVall Indenture provides that the IDA retains the
3 right to payment of its Administrative Expenses (as defined in the 1987 DuVall Indenture) and
4 that so long as no Event of Default (as identified in Section 6.01 of the 1987 DuVall Lease) has
5 occurred and is continuing, the IDA shall exercise all its rights and obligations under the 1987
6 DuVall Lease; and

7 WHEREAS, regarding the Gabriel DuVall Law Building, a Deed of Trust dated as of
8 August 15, 1987 (hereinafter referred to as the "1987 DuVall DOT"), was made by and between
9 the IDA (referred to therein as the "Grantor" or sometimes the "Issuer") and Charles J. Terzi, Jr.
10 and Lena G. Hall, as trustees for the benefit of the 1987 DuVall Trustee, as trustee under the
11 1987 DuVall Indenture for the holders of the 1987 DuVall Bonds (referred to therein as the
12 "Beneficiary"), pursuant to which the IDA granted, assigned, conveyed and transferred to such
13 trustees, and their successors in the trust and assigns, all of its right, title and interest in and to the
14 Trust Property identified therein; and

15 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of the
16 Act, on April 8, 1999, the IDA adopted a resolution providing for the issuance, sale and delivery
17 of the IDA's lease revenue refunding bonds in an aggregate principal amount not to exceed Two
18 Million One Hundred Fifty Thousand Dollars (\$2,150,000), for the purpose of refinancing the
19 cost of acquisition (within the meaning of the Act) of certain facilities identified therein as the
20 Gabriel DuVall Law Building through a refunding of the outstanding 1987A DuVall Bonds,
21 authorizing the Authorized Officer (as defined therein) to specify, prescribe, determine, provide
22 for and approve, within the limitations of the Act, all matters, details, forms, documents and
23 procedures pertaining to the sale, security, issuance, delivery and payment of or for such lease
24 revenue refunding bonds, and generally providing for and determining various matters in
25 connection with the authorization, issuance, sale and delivery of such leave revenue refunding
26 bonds and the consummation of the transactions contemplated thereby; and

27 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to CR-13-1999, adopted
28 by the County Council on May 11, 1999, approved by the County Executive on May 28, 1999,
29 and effective on May 28, 1999, the County Executive and County Council authorized and
30 approved the issuance, sale and delivery by the IDA of its refunding revenue bonds pursuant to
31 the provisions of the Act in an aggregate principal amount not to exceed Two Million One

1 Hundred Fifty Thousand Dollars (\$2,150,000) for the purpose of refinancing all or a portion of
2 the costs of acquisition of certain facilities identified therein as the Gabriel DuVall Law Building
3 by refunding all or a portion of the outstanding 1987A DuVall Bonds, and generally providing
4 for and determining various matters in connection with the authorization, issuance, sale and
5 delivery of such revenue refunding bonds and the consummation of the transactions
6 contemplated thereby; and

7 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the 1999 DuVall
8 Indenture referred to herein, the IDA issued its \$1,870,000 Industrial Development Authority of
9 Prince George's County, Maryland Lease Revenue Refunding Bonds (Gabriel DuVall Law
10 Building), Series 1999 (hereinafter referred to as the "1999 DuVall Bonds"), the proceeds of
11 which were applied by the IDA to advance refund all of the then-outstanding 1987A DuVall
12 Bonds, which then-outstanding 1987A DuVall Bonds were redeemed in full as of September 1,
13 1999, and to pay certain costs relating to the issuance of the 1999 DuVall Bonds; and

14 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
15 DuVall Bonds, a First Amendment to Lease dated June 15, 1999 (hereinafter referred to as the
16 "1999 DuVall Lease Amendment"), was entered into by and between the IDA (referred to therein
17 as the "Authority") and the County (referred to therein as the "County") amending the 1987
18 DuVall Lease to change the amount of the rent provided for in the 1987 DuVall Lease, which
19 1999 DuVall Lease Amendment, together with the 1987 DuVall Lease, is hereinafter referred to
20 collectively as the "1999 DuVall Lease"; and

21 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
22 DuVall Bonds, an Indenture of Trust dated as of June 15, 1999 (hereinafter referred to as the
23 "1999 DuVall Indenture"), was entered into by and between the IDA (referred to therein as the
24 "Authority") and The Bank of New York, as trustee for the holders of the 1999 DuVall Bonds
25 and any Subordinate Debt (as defined in the 1999 DuVall Indenture) issued thereunder (referred
26 to therein as the "Indenture Trustee" or the "Trustee"); The Bank of New York, in its capacity as
27 Trustee under the 1999 DuVall Indenture, is hereinafter referred to as the "DuVall Trustee"; and

28 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
29 DuVall Bonds, pursuant to the 1999 DuVall Indenture, the IDA granted a security interest in,
30 assigned, transferred, pledged, granted and conveyed the DuVall Trustee, and its successors and
31 assigns forever, for the benefit of the holders of the 1999 DuVall Bonds and any Subordinate

1 Debt (as defined in the 1999 DuVall Indenture) issued pursuant to the 1999 DuVall Indenture, all
 2 of its right, title and interest in and to the 1999 DuVall Lease and in and to the Revenues and
 3 certain other property identified in the 1999 DuVall Indenture; notwithstanding such assignment,
 4 the 1999 DuVall Indenture provides that the IDA retains the right to payment of its
 5 Administrative Expenses (as defined in the 1999 DuVall Indenture); and

6 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
 7 DuVall Bonds, a Deed of Trust dated as of June 22, 1999 (hereinafter referred to as the "1999
 8 DuVall DOT"), was entered into by and among the IDA (referred to therein as the "Grantor" or
 9 sometimes the "Issuer") and Sean D. Wallace and Robert R. Hagans, Jr., as trustees for the
 10 benefit of the DuVall Trustee, as trustee under the 1999 DuVall Indenture for the holders of the
 11 1999 DuVall Bonds (referred to therein as the "Beneficiary"), pursuant to which the IDA
 12 granted, assigned, conveyed and transferred to such trustees, and their successors in the trust and
 13 assigns, all of its right, title and interest in and to the Trust Property identified therein; and

14 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
 15 DuVall Bonds, a Non-Arbitrage Certificate dated June 22, 1999 (hereinafter referred to as the
 16 "1999 DuVall Non-Arbitrage Certificate"), was executed and delivered by the IDA (referred to
 17 therein as the "Authority"); and

18 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
 19 DuVall Bonds, the 1999 DuVall Indenture contemplates that Arbitrage Compliance Instructions
 20 dated as of June 22, 1999 (hereinafter referred to as the "1999 DuVall Instructions"), were
 21 delivered by the IDA, accepted and agreed to by the County, and acknowledged and agreed to by
 22 the DuVall Trustee; and

23 WHEREAS, regarding the Gabriel DuVall Law Building, the 1999 DuVall Bonds, the 1999
 24 DuVall Lease, the 1999 DuVall Indenture, the 1999 DuVall DOT, the 1999 DuVall Non-
 25 Arbitrage Certificate and the 1999 DuVall Instructions are hereinafter referred to collectively as
 26 the "DuVall Bond Documents"; and

27 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
 28 Act, on January 26, 1989, the IDA adopted a resolution (hereinafter referred to as the "1989 IDA
 29 Resolution") providing for the issuance, sale and delivery of the IDA's revenue bonds in an
 30 aggregate principal amount not to exceed Eighty Million Dollars (\$80,000,000), for the purpose
 31 of financing the cost of acquisition (within the meaning of the Act) of certain facilities identified

1 therein as the Prince George's County Justice Center (referred to herein as the Upper Marlboro
2 Justice Center), located at Water Street and Judges Drive, Upper Marlboro, Maryland, to be
3 leased to the County, authorizing the Authorized Officer (as defined therein) to specify,
4 prescribe, determine, provide for and approve, within the limitations of the Act, all matters,
5 details, forms, documents and procedures pertaining to the sale, security, issuance, delivery and
6 payment of or for such revenue bonds, and generally providing for and determining various
7 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
8 and the consummation of the transactions contemplated thereby; and

9 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-40-1989,
10 adopted by the County Council on March 28, 1989, approved by the County Executive on April
11 12, 1989, and effective on April 12, 1989, the County Executive and County Council authorized
12 and approved the issuance, sale and delivery by the IDA of its revenue bonds pursuant to the
13 provisions of the Act or such other statutory authority in effect at the time of issuance for the
14 purpose of financing the cost of acquisition (within the meaning of the Act) of certain facilities
15 identified therein as the Prince George's County Justice Center (referred to herein as the Upper
16 Marlboro Justice Center), to be leased to the County, providing that the maximum aggregate
17 principal amount of revenue bonds that may be issued may not exceed Eighty Million Dollars
18 (\$80,000,000), and generally providing for and determining certain matters in connection with
19 the authorization, issuance, sale and delivery of such revenue bonds and the consummation of the
20 transactions contemplated thereby; and

21 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-41-1989,
22 adopted by the County Council on March 28, 1989 and effective on March 28, 1989, the County
23 Council, pursuant to a determination of the County Executive that such disposition by lease was
24 needed for public use of the County and in furtherance of a public purpose, approved the lease by
25 the County to the IDA of the site of the Upper Marlboro Justice Center in accordance with the
26 provisions of Section 2-111.1 of the Prince George's County Code (1987 Edition) for
27 consideration in the amount of Ten Dollars (\$10.00); and

28 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
29 1989 IDA Resolution, the Chairman of the IDA, as the Authorized Officer, issued an Executive
30 Order dated as of June 1, 1989, in order to specify, prescribe, determine, provide for and approve
31 certain matters contemplated by the 1989 IDA Resolution; and

1 WHEREAS, regarding the Upper Marlboro Justice Center and pursuant to the 1989 UMJC
2 Indenture identified herein, on June 28, 1989, the IDA issued its \$55,825,825 Industrial
3 Development Authority of Prince George's County, Maryland Lease Revenue Bonds (Upper
4 Marlboro Justice Center Project), Series 1989 (hereinafter referred to as the "1989 UMJC
5 Bonds"), the proceeds of which were applied to pay the costs of the acquisition and construction
6 of the Improvements identified in the 1989 UMJC Indenture and certain additional costs relating
7 to the issuance of the 1989 UMJC Bonds; and

8 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
9 UMJC Bonds, by Ground Lease dated as of June 1, 1989 (hereinafter referred to as the "UMJC
10 Ground Lease"), the County (referred to therein as the "Landlord") leased to the IDA (referred to
11 therein as the "Tenant") the land on which the Upper Marlboro Justice Center is located (referred
12 to therein as the "Land" and hereinafter referred to as the "UMJC Project Site") for a lease term,
13 rental and other terms and conditions as fully set forth therein; and

14 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
15 UMJC Bonds, by Lease Agreement dated as of June 1, 1989 (hereinafter referred to as the "1989
16 UMJC Lease"), the County subleased the UMJC Project Site from the IDA and leased the Upper
17 Marlboro Justice Center (referred to therein as the "Improvements") from the IDA for a lease
18 term, rental and other terms and conditions as fully set forth therein; and

19 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
20 UMJC Bonds, an Indenture of Trust dated as of June 1, 1989 (hereinafter referred to as the "1989
21 UMJC Indenture"), was entered into by and between the IDA (referred to therein as the
22 "Authority" or the "Issuer") and The First National Bank of Maryland, as trustee for the holders
23 of the 1989 UMJC Bonds and any Additional Bonds (as defined in the 1989 UMJC Indenture)
24 issued thereunder (referred to therein as the "Trustee"), now known as Allfirst Trust Company
25 National Association (hereinafter referred to as the "UMJC Trustee"); the Additional Bonds
26 referred to in the 1989 UMJC Indenture are hereinafter referred to as the "1989 UMJC
27 Additional Bonds"; and

28 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the 1989 UMJC
29 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
30 to the UMJC Trustee and its successors in trust and assigns forever, to the extent provided in the
31 1989 UMJC Indenture, all of its right, title and interest in and to the 1989 UMJC Ground Lease

1 and the 1989 UMJC Lease and in and to the Revenues and certain other property identified in the
 2 1989 UMJC Indenture; notwithstanding such assignment, the 1989 UMJC Indenture provides
 3 that the IDA retains the right to payment of its Administrative Expenses (as defined in the 1989
 4 UMJC Indenture) and that so long as no Event of Default (as identified in Section 7.01 of the
 5 1989 UMJC Lease) has occurred and is continuing, the IDA shall exercise all its rights and
 6 obligations under the 1989 UMJC Lease; and

7 WHEREAS, regarding the Upper Marlboro Justice Center Project and in connection with
 8 the 1989 UMJC Bonds, Municipal Bond Investors Assurance Corporation, now known as MBIA
 9 Insurance Corporation (hereinafter referred to as "MBIA") issued to the UMJC Trustee a
 10 municipal bond insurance policy dated June 28, 1989 insuring the payment when due of the
 11 principal of and interest on the 1989 UMJC Bonds (hereinafter referred to as the "1989 UMJC
 12 MBIA Policy"); certain rights, duties and obligations of the parties with respect to the 1989
 13 UMJC MBIA Policy are set forth in the 1989 UMJC Indenture; and

14 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
 15 UMJC Bonds, a Deed of Trust dated as of June 1, 1989 (hereinafter referred to as the "1989
 16 UMJC DOT"), was entered into by and between the IDA (referred to therein as the "Grantor" or
 17 sometimes the "Issuer") and J. Thorpe Staylor and Richard H. Bass, as trustees for the benefit of
 18 the UMJC Trustee, as trustee under the 1989 UMJC Indenture for the holders of the 1989 UMJC
 19 Bonds and any 1989 UMJC Additional Bonds (referred to therein as the "Beneficiary"), pursuant
 20 to which the IDA granted, assigned, conveyed and transferred to such trustees, and their
 21 successors in the trust and assigns, all of its right, title and interest in and to the Trust Property
 22 identified therein; and

23 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
 24 UMJC Bonds, an Issuer's Tax and Section 148 Certificate dated June 28, 1989 (hereinafter
 25 referred to as the "1989 UMJC Tax Certificate"), was executed and delivered by the IDA
 26 (referred to therein as the "Issuer"); and

27 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1989
 28 UMJC Bonds, Arbitrage Compliance Instructions dated June 28, 1989 (hereinafter referred to as
 29 the "1989 UMJC Instructions"), were executed by the IDA (referred to therein as the "Issuer"),
 30 accepted and agreed to by the County, and acknowledged and agreed to by the UMJC Trustee;
 31 and

1 WHEREAS, regarding the Upper Marlboro Justice Center, a Sublease Agreement dated as
2 of May 28, 1992 (hereinafter referred to as the "UMJC Sublease"), was entered into by and
3 between the County (referred to therein as the "County") and The State of Maryland (referred to
4 therein as the "State" and hereinafter referred to as the "State"), pursuant to which the County
5 subleased a portion of the Upper Marlboro Justice Center to the State; and

6 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the
7 UMJC Sublease, a Subordination, Attornment and Non-Disturbance Agreement dated as of
8 November 1, 1991 (hereinafter referred to as the "UMJC Subordination Agreement"), was
9 entered into by and among the County (referred to therein as the "County"), the IDA (referred to
10 therein as the "Authority"), the State (referred to therein as the "State") and the UMJC Trustee
11 (referred to therein as the "Trustee"), recognizing and providing for, among other matters, the
12 subordination of the State's subleasehold interest in a portion of the Upper Marlboro Justice
13 Center to the 1989 Ground Lease and the 1989 Lease and to the lien and all terms and conditions
14 of the 1989 UMJC DOT, and the State's non-disturbance rights; and

15 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
16 Act, on February 1, 1993, the IDA adopted a resolution (hereinafter referred to as the "1993 IDA
17 Resolution") providing for the issuance, sale and delivery of the IDA's refunding revenue bonds
18 in an aggregate principal amount not to exceed Sixty-Five Million Dollars (\$65,000,000), for the
19 purpose of refinancing all or a portion of the costs of acquisition (within the meaning of the Act)
20 of certain facilities identified therein as the Prince George's County Justice Center (referred to
21 herein as the Upper Marlboro Justice Center) by refunding all or a portion of the outstanding
22 1989 UMJC Bonds, authorizing the Authorized Officer (as defined therein) to specify, prescribe,
23 determine, provide for and approve, within the limitations of the Act, all matters, details, forms,
24 documents and procedures pertaining to the sale, security, issuance, delivery and payment of or
25 for such refunding revenue bonds, and generally providing for and determining various matters
26 in connection with the authorization, issuance, sale and delivery of such refunding revenue bonds
27 and the consummation of the transactions contemplated thereby; and

28 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-9-1993, adopted
29 by the County Council on February 2, 1993, approved by the County Executive on February 2,
30 1993, and effective on February 2, 1993, the County Executive and County Council authorized
31 and approved the issuance, sale and delivery by the IDA of its refunding revenue bonds pursuant

1 to the provisions of the Act or such other statutory authority in effect at the time of issuance for
2 the purpose of refinancing all or a portion of the cost of acquisition (within the meaning of the
3 Act) of certain facilities identified therein as the Prince George's County Justice Center (referred
4 to herein as the Upper Marlboro Justice Center), providing that the maximum aggregate principal
5 amount of refunding revenue bonds that may be issued may not exceed Sixty-Five Million
6 Dollars (\$65,000,000), and generally providing for and determining various matters in
7 connection with the authorization, issuance, sale and delivery of such refunding revenue bonds
8 and the transactions contemplated thereby; and

9 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
10 1993 IDA Resolution, the Acting Chairman of the IDA, as the Authorized Officer, issued an
11 Executive Order dated February 12, 1993, in order to specify, prescribe, determine, provide for
12 and approve certain matters contemplated by the 1993 IDA Resolution; and

13 WHEREAS, regarding the Upper Marlboro Justice Center and pursuant to the UMJC
14 Indenture identified below, on February 25, 1993, the IDA issued its \$52,360,000 Industrial
15 Development Authority of Prince George's County, Maryland Refunding Lease Revenue Bonds
16 (Upper Marlboro Justice Center Project), Series 1993 (hereinafter referred to as the "1993 UMJC
17 Bonds"), which 1993 UMJC Bonds were issued as Additional Bonds under the UMJC Indenture
18 referred to herein and the proceeds of which were applied by the IDA to advance refund all of
19 the then-outstanding 1989 UMJC Bonds as of June 30, 1999, except for the 1989 UMJC Bonds
20 that are capital appreciation bonds; and

21 WHEREAS, regarding the Upper Marlboro Justice Center, the 1993 UMJC Bonds, together
22 with the outstanding 1989 UMJC Bonds, are hereinafter referred to collectively as the "UMJC
23 Bonds"; and

24 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
25 UMJC Bonds, a First Supplemental Lease Agreement dated as of February 1, 1993 (hereinafter
26 referred to as the "1993 UMJC Lease Amendment"), was entered into by and between the IDA
27 (referred to therein as the "Authority") and the County (referred to therein as the "County")
28 amending the definitions of certain terms used in the 1989 UMJC Lease and defining certain
29 additional terms, which 1993 UMJC Lease Amendment, together with the 1989 UMJC Lease, is
30 hereinafter referred to collectively as the "UMJC Lease"; and

31 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993

1 UMJC Bonds, a First Supplemental Indenture of Trust dated as of February 1, 1993 (hereinafter
2 referred to as the "1993 UMJC Supplemental Indenture"), was entered into by and between the
3 IDA (referred to therein as the "Authority") and the UMJC Trustee, as trustee for the holders of
4 the outstanding 1989 UMJC Bonds, the 1993 UMJC Bonds and any Additional Bonds (as
5 defined in the 1993 UMJC Supplemental Indenture) issued thereunder (referred to therein as the
6 "Trustee"), which 1993 UMJC Supplemental Indenture, together with the 1989 UMJC Indenture,
7 is hereinafter referred to collectively as the "UMJC Indenture"; the Additional Bonds referred to
8 in the 1993 UMJC Supplemental Indenture are hereinafter referred to as the "1993 UMJC
9 Additional Bonds" and, together with the 1989 UMJC Additional Bonds, collectively as the
10 "UMJC Additional Bonds"; and

11 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
12 UMJC Bonds, pursuant to the 1993 UMJC Supplemental Indenture, the terms and conditions of
13 the 1993 UMJC Bonds were provided for and the security of the UMJC Indenture was extended
14 on a parity basis to the holders of the outstanding 1989 UMJC Bonds, the 1993 UMJC Bonds
15 and any other UMJC Additional Bonds issued under the UMJC Indenture; and

16 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
17 UMJC Bonds, MBIA issued to the UMJC Trustee a municipal bond insurance policy dated
18 February 25, 1993 insuring the payment when due of the principal of and interest on the 1993
19 UMJC Bonds (hereinafter referred to as the "1993 UMJC MBIA Policy"); certain rights, duties
20 and obligations of the parties with respect to the 1993 UMJC MBIA Policy are set forth in the
21 1993 UMJC Supplemental Indenture; and

22 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
23 UMJC Bonds, a First Amendment to Deed of Trust dated as of February 1, 1993 (hereinafter
24 referred to as the "1993 UMJC DOT Amendment"), was entered into by and among the IDA
25 (referred to therein as the "Authority") and Mary Elizabeth Wexler and Jay Smith, as successor
26 trustees of J. Thorpe Staylor and Richard H. Bass, for the benefit of the UMJC Trustee, as trustee
27 under the UMJC Indenture for the holders of the UMJC Bonds and any other UMJC Additional
28 Bonds issued under the UMJC Indenture (referred to therein as the "Beneficiary"), pursuant to
29 which the 1993 UMJC Bonds became part of the "Indebtedness" secured by the UMJC DOT,
30 which 1993 UMJC DOT Amendment, together with the 1989 UMJC DOT, is hereinafter
31 referred to collectively as the "UMJC DOT"; and

1 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
2 UMJC Bonds, an Issuer's Tax and Section 148 Certificate dated February 25, 1993 (hereinafter
3 referred to as the "1993 UMJC Tax Certificate"), was executed and delivered by the IDA
4 (referred to therein as the "Authority"); and

5 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
6 UMJC Bonds, Arbitrage Compliance Instructions dated February 25, 1993 (hereinafter referred
7 to as the "1993 UMJC Instructions"), were delivered by the IDA (referred to therein as the
8 "Issuer"), accepted and agreed to by the County, and acknowledged and agreed to by the UMJC
9 Trustee; and

10 WHEREAS, regarding the Upper Marlboro Justice Center, the 1989 UMJC Bonds, the
11 1989 UMJC MBIA Policy, the 1989 UMJC Tax Certificate, the 1989 UMJC Instructions, the
12 UMJC Ground Lease, the UMJC Sublease, the UMJC Subordination Agreement, the UMJC
13 Lease, the UMJC Indenture, the UMJC DOT, the 1993 UMJC Bonds, the 1993 UMJC MBIA
14 Policy, the 1993 UMJC Tax Certificate and the 1993 UMJC Instructions are hereinafter referred
15 to collectively as the "UMJC Bond Documents"; and

16 WHEREAS, regarding the Hyattsville District Court Facility, on June 7, 1993, the IDA
17 adopted a resolution (hereinafter referred to as the "1994 IDA Resolution") providing for the
18 issuance, sale and delivery of the IDA's revenue bonds in an aggregate principal amount not to
19 exceed Thirty Million Dollars (\$30,000,000), for the purpose of financing all or a portion of the
20 cost of acquisition (within the meaning of the Act) of certain facilities identified therein as the
21 Prince George's County Multi-Service Justice Center (referred to herein as the Hyattsville
22 District Court Facility), located at Rhode Island Avenue and 43rd Avenue, Hyattsville, Maryland,
23 to be leased to the State, authorizing the Authorized Officer (as defined therein) to specify,
24 prescribe, determine, provide for and approve, within the limitations of the Act, all matters,
25 details, forms, documents and procedures pertaining to the sale, security, issuance, delivery and
26 payment of or for such revenue bonds, and generally providing for and determining various
27 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
28 and the consummation of the transactions contemplated thereby; and

29 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to CR-46-1993,
30 adopted by the County Council on June 22, 1993, approved by the County Executive on July 6,
31 1993, and effective on July 6, 1993, the County Executive and County Council authorized and

1 approved the issuance, sale and delivery by the IDA of its revenue bonds pursuant to the
 2 provisions of the Act or such other statutory authority in effect at the time of issuance for the
 3 purpose of financing the cost of acquisition (within the meaning of the Act) of certain facilities
 4 identified therein as the Prince George's County Multi-Service Justice Center (referred to herein
 5 as the Hyattsville District Court Facility), to be leased to the State, providing that the maximum
 6 aggregate principal amount of revenue bonds that may be issued may not exceed Thirty Million
 7 Dollars (\$30,000,000), and generally providing for and determining various matters in
 8 connection with the authorization, issuance, sale and delivery of such revenue bonds and the
 9 consummation of the transactions contemplated thereby; and

10 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the provisions of
 11 the Act, on March 23, 1994, the Board of Public Works of the State approved the 1994 HDCF
 12 Ground Lease and the 1994 HDCF Lease identified herein; and

13 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the provisions of
 14 the 1994 IDA Resolution, the Chairman of the IDA, as the Authorized Officer, issued an
 15 Executive Order dated May 19, 1994, in order to specify, prescribe, determine, provide for and
 16 approve certain matters contemplated by the 1994 IDA Resolution; and

17 WHEREAS, regarding the Hyattsville District Court Facility and pursuant to the 1994
 18 HDCF Indenture identified herein, on May 19, 1994, the IDA issued its \$9,985,000 Industrial
 19 Development Authority of Prince George's County, Maryland Lease Revenue Bonds (Hyattsville
 20 District Court Facility), Series 1994A (hereinafter referred to as the "1994A HDCF Bonds"), the
 21 proceeds of which were applied to pay the costs of the acquisition and construction of the Project
 22 identified in the 1994 HDCF Indenture and certain additional costs relating to the issuance of the
 23 1994A HDCF Bonds; and

24 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
 25 1994A HDCF Bonds, by Ground Lease dated as of May 1, 1994 (hereinafter referred to as the
 26 "1994 HDCF Ground Lease"), the State (referred to therein as the "Landlord") leased to the IDA
 27 (referred to therein as the "Tenant") the land on which the Hyattsville District Court Facility is
 28 located (referred to therein as the "Land" and hereinafter referred to as the "HDCF Project Site")
 29 for a lease term, rental and other terms and conditions as fully set forth therein; and

30 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
 31 1994A HDCF Bonds, by Lease Agreement dated May 1, 1994 (hereinafter referred to as the

1 "1994 HDCF Lease"), the State subleased the HDCF Project Site from the IDA and leased the
2 Hyattsville District Court Facility (referred to therein as the "Project") from the IDA for a lease
3 term, rental and other terms and conditions as fully set forth therein; and

4 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
5 1994A HDCF Bonds, an Indenture of Trust dated as of May 1, 1994 (hereinafter referred to as
6 the "1994 HDCF Indenture"), was entered into by and between the IDA (referred to therein as
7 the "Authority" or the "Issuer") and The First National Bank of Maryland, as trustee for the
8 holders of the 1994A HDCF Bonds and any Additional Bonds issued thereunder (referred to
9 therein as the "Trustee"), now known as Allfirst Trust Company National Association
10 (hereinafter referred to as the "HDCF Trustee"); the Additional Bonds referred to in the 1994
11 HDCF Indenture are hereinafter referred to as the "HDCF Additional Bonds"; and

12 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the 1994 HDCF
13 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
14 to the HDCF Trustee and its successors in trust and assigns forever, to the extent provided in the
15 1994 HDCF Indenture, all of its right, title and interest in and to the 1994 HDCF Ground Lease
16 and the 1994 HDCF Lease and in and to the Revenues and certain other property identified in the
17 1994 HDCF Indenture; notwithstanding such assignment, the 1994 HDCF Indenture provides
18 that the IDA retains its right to payment of Administrative Expenses (as defined in the 1994
19 HDCF Indenture) and that so long as no Event of Default (as identified in Section 4.01 of the
20 1994 HDCF Lease) has occurred and is continuing, the IDA shall exercise all its rights and
21 obligations under the 1994 HDCF Lease; and

22 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
23 1994A HDCF Bonds, a Deed of Trust dated as of May 1, 1994 (hereinafter referred to as the
24 "1994 HDCF DOT"), was entered into by and between the IDA (referred to therein as the
25 "Grantor" or sometimes the "Issuer") and Catherine A. Cornwell and Mary Elizabeth Wexler, as
26 trustees for the benefit of the HDCF Trustee, as trustee under the 1994 HDCF Indenture for the
27 holders of the 1994A HDCF Bonds and any HDCF Additional Bonds (referred to therein as the
28 "Beneficiary"), pursuant to which the IDA granted, assigned, conveyed and transferred to such
29 trustees, and their successors in the trust and assigns, all of its right, title and interest in and to the
30 Trust Property identified therein; and

31 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the

1 1994A HDCF Bonds, a Section 148 Certificate dated May 19, 1994 (hereinafter referred to as
2 the "1994 HDCF Tax Certificate"), was executed and delivered by the IDA (referred to therein as
3 the "Issuer"); and

4 WHEREAS, regarding the Hyattsville District Court Facility, the 1994A HDCF Bonds, the
5 1994 HDCF Ground Lease, the 1994 HDCF Lease, the 1994 HDCF Indenture, the 1994 HDCF
6 DOT and the 1994 HDCF Tax Certificate are hereinafter referred to collectively as the "HDCF
7 Bond Documents"; and

8 WHEREAS, references in this Resolution to the DuVall Bond Documents, the UMJC Bond
9 Documents and the HDCF Bond Documents mean the documents identified herein, as the same
10 may have been amended, modified or supplemented prior to the effectiveness of the IDA
11 Termination and County Assumption provided for herein; and

12 WHEREAS, regarding the Gabriel DuVall Law Building, as of April 1, 2001, the 1999
13 DuVall Bonds were outstanding in an aggregate principal amount of \$1,525,000, and the 1999
14 DuVall Bonds will finally mature, according to their terms, on September 1, 2007; no rating
15 agency currently maintains a rating on the outstanding 1999 DuVall Bonds; and

16 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the provisions of
17 the Act and the 1999 DuVall Indenture, the 1999 DuVall Bonds and the interest on them are
18 limited obligations of the IDA the principal of, premium, if any, and interest on which are
19 payable solely from the revenues to be received in connection with the financing or refinancing
20 of the Gabriel DuVall Law Building or from any other moneys made available to the IDA for
21 such purpose; and

22 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the provisions of
23 the Act and the 1999 DuVall Indenture, neither the 1999 DuVall Bonds nor the interest thereon
24 shall ever constitute an indebtedness or a charge against the general credit or taxing powers of
25 the IDA or the County within the meaning of any constitutional or charter provision or statutory
26 limitation and neither shall ever constitute or give rise to any pecuniary liability of the IDA or
27 the County, and the 1999 DuVall Bonds do not constitute an indebtedness to which the faith and
28 credit of the IDA or the County is pledged; the IDA has no taxing power; and

29 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of
30 certain of the DuVall Bond Documents, title to the Project and the Project Site identified therein
31 will remain in the IDA until the end of the term of the 1999 DuVall Lease, and the County's

1 obligation to pay Rent (as defined in the 1999 DuVall Lease) to the IDA is subject to annual
2 appropriation of funds sufficient to pay such Rent; the 1999 DuVall Lease is not a general
3 obligation of the County; and

4 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of
5 certain of the DuVall Bond Documents, when the term of the 1999 DuVall Lease shall have
6 ended by payment in full of the 1999 DuVall Bonds and certain other amounts provided for in
7 the 1999 DuVall Lease, and provided that no event of non-appropriation or event of default has
8 occurred, upon payment of the sum of One Dollar (\$1.00), the County shall be given fee simple
9 title in the Project Site and the Project identified therein, so that, provided that no event of non-
10 appropriation or event of default has occurred under the DuVall Bond Documents, when the
11 1999 DuVall Bonds are paid in full, the County will obtain fee simple title to the Project and the
12 Project Site identified therein and the IDA shall have no further interest in the same; and

13 WHEREAS, regarding the Upper Marlboro Justice Center, as of April 1, 2001, the 1989
14 UMJC Bonds, which are capital appreciation bonds, were outstanding in an aggregate original
15 principal amount of \$8,460,825, and the 1989 UMJC Bonds will finally mature, according to
16 their terms, on June 30, 2012; Moody's Investors Service (hereinafter referred to as "Moody's")
17 and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies (hereinafter
18 referred to as "S&P") currently maintain ratings on the outstanding 1989 UMJC Bonds due to the
19 issuance by MBIA of the 1989 UMJC MBIA Policy with respect thereto; and

20 WHEREAS, regarding the Upper Marlboro Justice Center, as of April 1, 2001, the 1993
21 UMJC Bonds were outstanding in an aggregate principal amount of \$33,810,000, and the 1993
22 UMJC Bonds will finally mature, according to their terms, on June 30, 2019; Moody's and S&P
23 currently maintain ratings on the outstanding 1993 UMJC Bonds due to the issuance by MBIA of
24 the 1993 UMJC MBIA Policy with respect thereto; and

25 WHEREAS, regarding the Upper Marlboro Justice Center and pursuant to the provisions of
26 the Act and the UMJC Indenture, the UMJC Bonds and the interest on them are limited
27 obligations of the IDA the principal of, premium, if any, and interest on which are payable solely
28 from the revenues to be received in connection with the financing or refinancing of the Upper
29 Marlboro Justice Center or from any other moneys made available to the IDA for such purpose;
30 and

31 WHEREAS, regarding the Upper Marlboro Justice Center and pursuant to the provisions of

1 the Act and the UMJC Indenture, neither the UMJC Bonds nor the interest thereon shall ever
 2 constitute an indebtedness or a charge against the general credit or taxing powers of the IDA or
 3 the County within the meaning of any constitutional or charter provision or statutory limitation
 4 and neither shall ever constitute or give rise to any pecuniary liability of the IDA or the County,
 5 and the UMJC Bonds do not constitute an indebtedness to which the faith and credit of the IDA
 6 or the County is pledged; the IDA has no taxing power; and

7 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of
 8 certain of the UMJC Bond Documents, title to the Improvements identified therein will remain in
 9 the IDA until the end of the term of the UMJC Lease, title to the Project Site identified therein
 10 will remain in the County until the end of the term of the UMJC Lease, and the County's
 11 obligation to pay Rent (as defined in the 1999 UMJC Lease) to the IDA is subject to annual
 12 appropriation of funds sufficient to pay such Rent; the UMJC Lease is not a general obligation of
 13 the County; and

14 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of
 15 certain of the UMJC Bond Documents, when the term of the UMJC Lease shall have ended by
 16 payment in full of the UMJC Bonds and any UMJC Additional Bonds and certain other amounts
 17 provided for in the UMJC Lease, and provided that no event of non-appropriation or event of
 18 default has occurred, upon payment of the sum of One Dollar (\$1.00), the County shall be given
 19 fee simple title in the Improvements identified therein and the leasehold interest of the IDA in
 20 the Project Site identified therein (because the UMJC Ground Lease will terminate), so that,
 21 provided that no event of non-appropriation or event of default has occurred under the UMJC
 22 Bond Documents, when the UMJC Bonds and any UMJC Additional Bonds are paid in full, the
 23 County will obtain fee simple title to the Improvements identified therein and the IDA's
 24 leasehold interest in the Project Site identified therein and the IDA shall have no further interest
 25 in the same; and

26 WHEREAS, regarding the Hyattsville District Court Facility, as of April 1, 2001, the
 27 1994A HDCF Bonds were outstanding in an aggregate principal amount of \$7,220,000, and the
 28 1994A HDCF Bonds will finally mature, according to their terms, on July 1, 2009; Moody's and
 29 S&P currently maintain ratings on the outstanding 1994A HDCF Bonds; and

30 WHEREAS, regarding the Hyattsville District Court Facility and pursuant to the provisions
 31 of the Act and the HDCF Indenture, the 1994A HDCF Bonds and the interest on them are limited

1 obligations of the IDA the principal of, premium, if any, and interest on which are payable solely
 2 from the revenues to be received in connection with the financing or refinancing of the
 3 Hyattsville District Court Facility or from any other moneys made available to the IDA for such
 4 purpose; and

5 WHEREAS, regarding the Hyattsville District Court Facility and pursuant to the provisions
 6 of the Act and the 1994 HDCF Indenture, neither the 1994A HDCF Bonds nor the interest
 7 thereon shall ever constitute an indebtedness or a charge against the general credit or taxing
 8 powers of the IDA, the County or the State within the meaning of any constitutional or charter
 9 provision or statutory limitation and neither shall ever constitute or give rise to any pecuniary
 10 liability of the IDA, the County or the State, and the 1994A HDCF Bonds do not constitute an
 11 indebtedness to which the faith and credit of the IDA, the County or the State is pledged; the
 12 IDA has no taxing power; and

13 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the provisions of
 14 certain of the HDCF Bond Documents, title to the Project identified therein will remain in the
 15 IDA until the end of the term of the 1994 HDCF Lease, title to the Project Site identified therein
 16 will remain in the State until the end of the term of the 1994 HDCF Lease, and the State's
 17 obligation to pay Rentals (as defined in the 1994 HDCF Lease) to the IDA is subject to annual
 18 appropriation of funds sufficient to pay such Rentals; the 1994 HDCF Lease is not a general
 19 obligation of the State; and

20 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the provisions of
 21 certain of the HDCF Bond Documents, when the term of the 1994 HDCF Lease shall have
 22 ended, and provided that no event of non-appropriation or event of default has occurred, the
 23 State shall be given fee simple title in the Project identified therein and the leasehold interest of
 24 the IDA in the Project Site identified therein (because the 1994 HDCF Ground Lease will
 25 terminate), so that, provided that no event of non-appropriation or event of default has occurred
 26 under the HDCF Bond Documents, when the 1994A HDCF Bonds and any HDCF Additional
 27 Bonds are paid in full, the State will obtain fee simple title to the Project identified therein and
 28 the IDA's leasehold interest in the Project Site identified therein and the IDA shall have no
 29 further interest in the same; provided that, notwithstanding the expiration of the term of the 1994
 30 HDCF Lease, the IDA shall have the right of first refusal to purchase the Facility (as defined
 31 therein) from the State at fair market value if the State elects to sell the Facility and/or entertains

1 a bona fide offer for the sale of the Facility, all pursuant to the provisions of Section 2.08 of the
 2 1994 HDCF Lease, and, pursuant to Section 4.04(d) of the 1994 HDCF Lease, the IDA may
 3 assign to the County the right of first refusal granted to it pursuant to Section 2.08 of the 1994
 4 HDCF Lease; and

5 WHEREAS, pursuant to Chapter 491 of the Laws of Maryland of 1996 (hereinafter referred
 6 to as "Chapter 491"), the Maryland General Assembly authorized the County, by local law, to
 7 establish a body corporate and politic and a unit of the County known as the "Revenue Authority
 8 of Prince George's County" and Sections 21A-101 through 21A-112, inclusive, were added to
 9 The Public Local Laws of Prince George's County under the new subtitle "Subtitle 21A.
 10 Revenue Authority" (hereinafter referred to as "Subtitle 21A"); and

11 WHEREAS, pursuant to Chapter 491 and CB-84-1997, passed by the County Council on
 12 November 25, 1997, approved by the County Executive on December 17, 1997, and effective 45
 13 calendar days after it became law (hereinafter referred to as "CR-84-1997"), the Revenue
 14 Authority of Prince George's County (hereinafter referred to as the "Revenue Authority"), a body
 15 corporate and politic and a unit of the County was created and Sections 21A-113 through 21A-
 16 121, inclusive, were added to Subtitle 21A; and

17 WHEREAS, pursuant to Chapter 491 and CB-84-1997, CR-61-1998, adopted by the
 18 County Council on July 28, 1998 and effective on July 28, 1998 (hereinafter referred to as "CR-
 19 61-1998"), the charter of the Revenue Authority was approved and the County Executive was
 20 authorized to complete and file the same with the State Department of Assessments and
 21 Taxation; and

22 WHEREAS, pursuant to Chapter 491, CB-84-1997 and CR-61-1998, the Articles of
 23 Incorporation for the Revenue Authority were executed by the County Executive on July 28,
 24 1998 and were filed with the State Department of Assessments and Taxation on July 31, 1998;
 25 and

26 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the Revenue Authority has the
 27 power, among other matters, to acquire, purchase, or otherwise obtain, hold, and use any
 28 property, real, personal, or mixed, tangible or intangible, or any interest therein, and to lease as
 29 lessee any property, real, personal, or mixed, tangible or intangible, or any interest therein, and to
 30 lease as lessor any project (as defined therein) or part of any project, whether wholly or partially
 31 completed, and any property, real, personal or mixed, tangible or intangible, or any interest

1 therein, at any time acquired by the Revenue Authority; and

2 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the Revenue Authority has the
3 power to construct, reconstruct, remodel, renovate, improve, equip, furnish, maintain, acquire
4 (by purchase, lease, or other legal means), operate, control, regulate, and finance or refinance
5 projects (as defined therein) within the boundary lines of the County, devoted wholly or partially
6 for public uses, good or general welfare; and

7 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the projects in which the Revenue
8 Authority may engage include land and buildings to be occupied by governmental or education
9 agencies; and

10 WHEREAS, Section 14-103(k) of the Act provides that an incorporating county, in its sole
11 discretion, subject to the provisions of Section 14-103(k) of the Act and to any limitations
12 imposed by law upon the impairment of contracts, may by resolution adopted at any time provide
13 for or change the structure, organization, procedures, programs, or activities of an industrial
14 development authority created by it pursuant to the Act, or terminate such industrial development
15 authority; and

16 WHEREAS, Section 14-103(k) of the Act further provides that the resolution terminating
17 an industrial development authority is subject to the approval of the chief executive officer of the
18 incorporating county; and

19 WHEREAS, Section 14-103(k) of the Act further provides that upon termination of an
20 industrial development authority, title to all its property shall vest in the incorporating county
21 and all obligations and assets of the industrial development authority shall be transferred to and
22 assumed by the county; and

23 WHEREAS, the DuVall Bond Documents, the UMJC Bond Documents and the HDCF
24 Bond Documents to which there is more than one party provide, as applicable, that the
25 provisions thereof are binding upon the parties thereto and the successors and assigns (or, in
26 certain cases, permitted assigns); and

27 WHEREAS, Section 5.09 of the 1999 DuVall Lease provides in substance that: "the
28 Authority shall not sell, abandon, cease to own, assign, encumber, mortgage, transfer or dispose
29 of the Project or the Project Site (or any portion thereof) without the prior written consent of the
30 County"; and

31 WHEREAS, Section 5.09 of the 1999 DuVall Lease further provides in substance that it

1 "may not be assigned as a whole or in part, ...and the Project may not be leased, sold or
 2 otherwise disposed of, as a whole or in part, by either the County or the Authority during the
 3 Term without the prior written consent of the other party"; and

4 WHEREAS, Section 15 of the UMJC Ground Lease provides in substance that "Tenant
 5 may assign its interest in the Land, this Lease and all its rights and obligations hereunder...to any
 6 permitted assignees of the Landlord under the Lease Agreement...", and that any such assignment
 7 shall be effective upon receipt by the County of written notice of such assignment;

8 WHEREAS, Section 5.09 of the UMJC Lease provides in substance that: "the Authority
 9 shall not sell, abandon, cease to own, assign, encumber, mortgage, transfer or dispose of the
 10 Project without the prior written consent of the County"; and

11 WHEREAS, Section 5.09 of the UMJC Lease further provides in substance that it "may not
 12 be assigned as a whole or in part, ...and the Project may not be leased, sold or otherwise
 13 disposed of, as a whole or in part, by either the County or the Authority during the Term without
 14 the prior written consent of the other party"; and

15 WHEREAS, Section 15 of the 1994 HDCF Ground Lease provides in substance that
 16 "Tenant may assign its interest in the Land, this Lease and all its rights and obligations
 17 hereunder...to any permitted assignees of the Landlord under the Lease Agreement....", and that
 18 any such assignment shall be effective upon receipt by the State of written notice of such
 19 assignment; and

20 WHEREAS, Section 4.04(b) of the 1994 HDCF Lease provides in substance that: "...no
 21 assignment or reassignment of the Authority's right, title and interest in this Lease or the Facility
 22 shall be effective unless and until the State shall have received a duplicate original counterpart of
 23 the document by which the assignment or reassignment is made, disclosing the name and address
 24 of each such assignee...."; and

25 WHEREAS, Section 12.01 of the UMJC Indenture and Section 12.01 of the 1994 HDCF
 26 Indenture each expressly provide that: "In the event of dissolution of the Issuer, all the
 27 covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of,
 28 or for the benefit of, the Issuer, shall bind or inure to the benefit of, as the case may be, the
 29 successors of the Issuer from time to time and any entity, officer, board, commission, agency or
 30 instrumentality to whom or to which any power or duty of the Issuer shall be transferred"; and

31 WHEREAS, Section (8) of the 1999 DuVall DOT, Section (8) of the UMJC DOT and

1 Section (8) of the 1994 HDCF DOT, each provide in substance that the Grantor thereunder
2 (meaning the IDA) "shall not sell, lease, abandon, cease to own, assign, encumber, transfer or
3 dispose of the Trust Property or any portion thereof, or any interest therein, without the prior
4 written consent of the Beneficiary"; and

5 WHEREAS, the County has been advised by certain bond rating agencies and others that it
6 would be advisable for the County to consolidate certain of its bond issuing entities, and due to
7 the fact that the Revenue Authority has broader powers than the IDA, the County Executive
8 recommends that the IDA be terminated in accordance with the provisions of the Act, upon
9 which termination title to all of the property of the IDA shall vest in the County and all
10 obligations and assets of the IDA shall be transferred to and assumed by the County and that,
11 immediately upon such termination, title to all of the property, obligations and assets of the IDA
12 shall be transferred by the County to the Revenue Authority and assumed by the Revenue
13 Authority, it being the intention that by such termination and transfer that there be no impairment
14 of contracts of the IDA, including (without limitation) impairment of the rights of the holders of
15 the outstanding 1999 DuVall Bonds, UMJC Bonds or 1994A HDCF Bonds or impairment of
16 contracts of any of the DuVall Bond Documents, the UMJC Bond Documents or the HDCF
17 Bond Documents or any other documents, contracts, agreements or instruments of any nature
18 whatsoever to which the IDA is a party or subject or by which the IDA is bound; and

19 WHEREAS, the County Executive recommends that the IDA be terminated, contingent
20 upon the immediate transfer of all property, obligations and assets of the IDA vested in,
21 transferred to and assumed by the County to the Revenue Authority, the obtaining of certain
22 consents to such transfer, and the obtaining of certain written assurances, and the satisfaction of
23 certain other contingencies provided for herein; and

24 WHEREAS, simultaneously with the introduction of this Resolution, an Act has been
25 introduced before the County Council providing for, among other things, the immediate transfer
26 by the County to the Revenue Authority of all property, obligations and assets of the IDA vested
27 in, transferred to and assumed by the County upon the termination of the IDA upon the
28 satisfaction of certain contingencies provided for therein (hereinafter referred to as the
29 "Accompanying Act").

30 SECTION 1. NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince
31 George's County, Maryland, that the recitals to this Resolution are hereby incorporated by

1 reference herein and deemed a substantive part of this Resolution, and terms used in this
 2 Resolution shall have the meanings given to such terms in the recitals hereto, unless otherwise
 3 defined herein.

4 SECTION 2. BE IT FURTHER RESOLVED that, contingent upon satisfaction of the
 5 conditions set forth in Section 3 below, and subject further to the provisions of Sections 3
 6 through 9 below, pursuant to the authority of Section 14-103(k) of the Act, the County hereby
 7 terminates the IDA pursuant to Section 14-103(k) of the Act as of the Effective Date provided
 8 for in Section 7 or any Alternative Effective Date provided for in Section 8 below, as applicable,
 9 and upon such termination title to all of the IDA's property shall vest in the County and all of the
 10 obligations and assets of the IDA shall be transferred to and assumed by the County as of the
 11 Effective Date provided for in Section 7 or any Alternative Effective Date provided for in
 12 Section 8 below, as applicable, including (without limitation) (i) all of the IDA's right, title and
 13 interest in and to the Gabriel DuVall Law Building, the Upper Marlboro Justice Center and the
 14 Project Site identified in the UMJC Bond Documents, and the Hyattsville District Court Facility
 15 and the Project Site identified in the HDCF Bond Documents, and (ii) all of the IDA's right, title
 16 and interest in and to any other property not specifically identified in this Resolution, and (iii) all
 17 of the IDA's right, title and interest in and to and duties and obligations under (to the extent
 18 applicable) the DuVall Bond Documents, the UMJC Bond Documents and the HDCF Bond
 19 Documents, and (iv) all of the IDA's right, title and interest in and to and duties and obligations
 20 under any other documents, agreements, contracts or instruments not specifically identified in
 21 this Resolution and entered into by the IDA in connection with the consummation of the
 22 transactions provided for in the DuVall Bond Documents, the UMJC Bond Documents or the
 23 HDCF Bond Documents, and (v) all of the IDA's right, title and interest in and to and duties and
 24 obligations under any other documents, agreements, contracts or instruments of any other nature
 25 whatsoever not specifically identified in this Resolution and entered into by the IDA, or to which
 26 the IDA originally was subject or by which the IDA originally was bound (such termination,
 27 vesting, transfer and assumption being hereinafter referred to collectively as the "IDA
 28 Termination and County Assumption"), and the County hereby approves such IDA Termination
 29 and County Assumption, subject to the further provisions of this Resolution.

30 SECTION 3. BE IT FURTHER RESOLVED that the IDA Termination and County
 31 Assumption shall not become effective until all of the following conditions shall have been

1 satisfied or, to the extent permitted herein, waived:

2 (i) the Accompanying Act providing for the transfer by the County to the Revenue
3 Authority of title to all of the property of the IDA vested in the County and all obligations and
4 assets of the IDA transferred to and assumed by the County pursuant to the IDA Termination and
5 County Assumption (such transfer and assumption being hereinafter referred to collectively as
6 the "County Assignment and the Revenue Authority Assumption") shall have become effective
7 by its provisions and all conditions therein shall have been satisfied or, to the extent permitted
8 therein, waived; and

9 (ii) the Revenue Authority shall have adopted a resolution or resolutions pursuant to
10 the provisions of Chapter 491 and Subtitle 21A authorizing, approving and providing for the
11 County Assignment and the Revenue Authority Assumption effective immediately upon the IDA
12 Termination and County Assumption, which such resolution or resolutions shall be in form and
13 substance satisfactory to the Office of Law, and such resolution or resolutions shall have been
14 filed with the Clerk of the Council; and

15 (iii) there shall have been filed with the Clerk of the Council and with the State in
16 accordance with the provisions of Section 15 of the 1994 HDCF Ground Lease written notice of
17 assignment by the County to the Revenue Authority pursuant to the Assignment and Assumption
18 Document identified in Section 6 below, effective immediately upon the IDA Termination and
19 County Assumption and the County Assignment and Revenue Authority Assumption, of the
20 interests of the County (only as the successor-in-interest to the IDA) in and to the 1994 HDCF
21 Ground Lease and the interests contemplated in Section 15 of the 1994 HDCF Ground Lease,
22 which written notice of assignment shall be in form and substance satisfactory to the Office of
23 Law; and

24 (iv) there shall have been filed with the Clerk of the Council and with the State in
25 accordance with the provisions of Section 4.04(b) of the 1994 HDCF Lease a duplicate original
26 counterpart of the document by which the County assigns to the Revenue Authority, effective
27 immediately upon the IDA Termination and County Assumption and the County Assignment and
28 Revenue Authority Assumption, all of the County's interests (only as the successor-in-interest to
29 the IDA) in and to the 1994 HDCF Lease and the interests contemplated in Section 4.04(b) of the
30 1994 HDCF Lease, which document shall be in form and substance satisfactory to the Office of
31 Law and which may be, without limitation, the Assignment and Assumption Document

1 identified in Section 6 below; and

2 (v) there shall have been filed with the Clerk of the Council the written consent of the
3 Beneficiary identified in the 1999 DuVall DOT required by Section (8) of the 1999 DuVall Dot
4 to the assignment and transfer by the County to the Revenue Authority, effective immediately
5 upon the IDA Termination and County Assumption and the County Assignment and Revenue
6 Authority Assumption, of the County's interest (only as the successor-in-interest to the IDA) in
7 the Trust Property identified in the 1999 DuVall DOT, which written consent shall be in form
8 and substance satisfactory to the Office of Law; and

9 (vi) there shall have been filed with the Clerk of the Council the written consent of the
10 Beneficiary identified in the UMJC DOT required by Section (8) of the UMJC DOT to the
11 assignment and transfer by the County to the Revenue Authority, effective immediately upon the
12 IDA Termination and County Assumption and the County Assignment and Revenue Authority
13 Assumption, of the County's interest (only as the successor-in-interest to the IDA) in the Trust
14 Property identified in the UMJC DOT, which written consent shall be in form and substance
15 satisfactory to the Office of Law; and

16 (vii) there shall have been filed with the Clerk of the Council the written consent of the
17 Beneficiary identified in the 1994 HDCF DOT required by Section (8) of the 1994 HDCF DOT
18 to the assignment and transfer by the County to the Revenue Authority, effective immediately
19 upon the IDA Termination and County Assumption and the County Assignment and Revenue
20 Authority Assumption, of the County's interest (only as the successor-in-interest to the IDA) in
21 the Trust Property identified in the 1994 HDCF DOT, which written consent shall be in form and
22 substance satisfactory to the Office of Law; and

23 (viii) there shall have been filed with the Clerk of the Council a written assurance or
24 written assurances of MBIA to the effect that the consummation of the transactions contemplated
25 by the IDA Termination and County Assumption and the County Assignment and Revenue
26 Authority Assumption shall not cause MBIA to revoke, cancel, withdraw, fail to honor, or
27 otherwise refuse to perform its obligations under, the 1989 UMJC MBIA Policy or the 1993
28 UMJC MBIA Policy, which written assurance or written assurances shall be in form and
29 substance satisfactory to the Office of Law; and

30 (ix) there shall have been filed with the Clerk of the Council, a written assurance or
31 written assurances of each of the rating agencies currently maintaining a rating on any of the

1 outstanding UMJC Bonds or the outstanding 1994A HDCF Bonds to the effect that the
 2 consummation of the transactions contemplated by the IDA Termination and County
 3 Assumption and the County Assignment and Revenue Authority Assumption shall not cause
 4 such rating agency to downgrade or withdraw the rating it then currently maintains on any of the
 5 outstanding UMJC Bonds or the outstanding 1994A HDCF Bonds, which written assurance or
 6 written assurances shall be in form and substance satisfactory to the Office of Law; provided
 7 that, the County Executive, in his sole discretion, is hereby authorized to issue, execute and
 8 deliver to the Clerk of the Council an executive order waiving the provisions of this item (ix) if
 9 any such rating agency indicates it cannot or will not provide a written assurance contemplated
 10 by this item (ix) or indicates that the consummation of the transactions contemplated by the IDA
 11 Termination and County Assumption and the County Assignment and Revenue Authority
 12 Assumption shall cause such rating agency to downgrade or withdraw the rating indicated
 13 therein or if the County Executive has been advised by the Office of Law or the Director of
 14 Finance that despite any such downgrade or withdrawal of a rating, neither the County, the State
 15 or the Revenue Authority shall be materially adversely impacted by the same; and

16 (x) to the extent the County Executive approves, issues, executes and delivers the
 17 Additional Requirements Executive Order identified in Section 4 below, there shall have been
 18 filed with the Clerk of the Council and with any other party identified therein the additional
 19 items reflected in such Additional Requirements Executive Order; and

20 (xi) there shall have been filed with the Clerk of the Council a duplicate original
 21 counterpart of the Assignment and Assumption Document identified in Section 6 below.

22 SECTION 4. BE IT FURTHER RESOLVED that the County Executive is hereby
 23 authorized to approve, issue, execute and deliver, upon the advice of the Office of Law, one or
 24 more executive orders providing for the approval, execution, delivery or provision, as the case
 25 may be, of additional written approvals, consents, authorizations, written assurances, agreements,
 26 documents, instruments, certificates or notices determined to be necessary or desirable in order
 27 to effectuate and consummate the IDA Termination and County Assumption (hereinafter referred
 28 to collectively as the "Additional Requirements Executive Order"), and to file or cause to be filed
 29 with the Clerk of the Council any such Additional Requirements Executive Order and any
 30 additional items reflected therein.

31 SECTION 5. BE IT FURTHER RESOLVED that the County hereby consents to the

1 assignment and transfer by the County to the Revenue Authority, effective immediately upon the
 2 IDA Termination and County Assumption and the County Assignment and Revenue Authority
 3 Assumption, of the County's interests (only as the successor-in-interest to the IDA) in and to (i)
 4 the 1999 DuVall Lease and the interests contemplated in Section 5.09 of the 1999 DuVall Lease,
 5 (ii) the UMJC Ground Lease and the interests contemplated in Section 15 of the UMJC Ground
 6 Lease, and (iii) the UMJC Lease and the interests contemplated in Section 5.09 of the UMJC
 7 Lease, and the required prior written consents of the County to such actions shall be reflected in
 8 the Assignment and Assumption Document identified in Section 6 below.

9 SECTION 6. BE IT FURTHER RESOLVED that pursuant to the Accompanying Act, the
 10 County Council shall provide for the authorization, approval, execution and delivery by the
 11 County of a document or documents by which the County and the Revenue Authority, effective
 12 immediately upon the IDA Termination and County Assumption, shall consummate and effect
 13 the County Assignment and the Revenue Authority Assumption (hereinafter referred to as the
 14 "Assignment and Assumption Document"), which Assignment and Assumption Document shall
 15 reflect the required prior written consents identified in Section 5 above.

16 SECTION 7. BE IT FURTHER RESOLVED that provided all of the conditions set forth
 17 in Sections 3 through 6 of this Resolution are satisfied or waived in accordance with the
 18 provisions thereof as of June 30, 2001, then the IDA Termination and County Assumption shall
 19 become effective by the provisions of this Resolution as of June 30, 2001 (hereinafter referred to
 20 as the "Effective Date").

21 SECTION 8. BE IT FURTHER RESOLVED that in the event all of the conditions set
 22 forth in Sections 3 through 6 of this Resolution are not satisfied or waived in accordance with the
 23 provisions thereof as of June 30, 2001, then the IDA Termination and County Assumption shall
 24 become effective (i) as of the latest date as of which the last of all of such conditions are satisfied
 25 or waived in accordance with the provisions thereof, which such latest date shall be evidenced by
 26 and specified in an executive order dated as of such latest date and approved, issued, executed
 27 and delivered by the County Executive and filed with the Clerk of the Council or (ii) as of such
 28 date later than the date determined in accordance with the preceding clause (i) as the County
 29 Executive shall specify in an executive order approved, issued, executed and delivered by the
 30 County Executive and filed with the Clerk of the Council (any effective date determined in
 31 accordance with clauses (i) or (ii) of this Section 8 is hereinafter referred to as the "Alternative

Effective Date"); provided that, in no event shall any such Alternative Effective Date be later than January 1, 2002.

SECTION 9. BE IT FURTHER RESOLVED that the consummation of the IDA Termination and County Assumption provided for herein shall in no way be construed to result in a merger of the County's leasehold, fee simple or reversionary interests (as the successor-in-interest to the IDA) and the County's fee simple, leasehold, subleasehold or reversionary interests (as the County), in, to and under the 1999 DuVall Lease, the UMJC Ground Lease or the UMJC Lease or any of the property identified therein, and all such leasehold, fee simple, subleasehold and reversionary interests shall continue, separate and distinct, upon the Effective Date of the IDA Termination and County Assumption.

SECTION 10. BE IT FURTHER RESOLVED that the consummation of the IDA Termination and County Assumption provided for herein shall result in the assumption by the County of the IDA's interests as the issuer of the 1999 DuVall Bonds, the UMJC Bonds and the 1994A HDCF Bonds, and such result is hereby approved, provided that, by such assumption and prior to the effectiveness of the County Transfer and Revenue Authority Assumption, all such bonds and the interest on them shall be limited obligations of the County, the principal of, premium, if any, and interest on which are payable solely from the revenues to be received in connection with the financing or refinancing, respectively and as applicable, of the acquisition (within the meaning of the Act) of the Gabriel DuVall Law Building, the Upper Marlboro Justice Center and the Hyattsville District Court Facility or from any other moneys made available to the County (as the successor-in-interest to the IDA) for such purpose, and provided further, that neither the 1999 DuVall Bonds, the UMJC Bonds or the 1994A HDCF Bonds nor the interest thereon shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the County (as the successor-in-interest to the IDA) or the County within the meaning of any constitutional or charter provision or statutory limitation and neither shall ever give rise to any pecuniary liability of the County (as the successor-in-interest to the IDA) or the County, and such bonds shall not constitute an indebtedness to which the faith or credit of the County (as the successor-in-interest to the IDA) or the County is pledged.

SECTION 11. BE IT FURTHER RESOLVED that the County Executive is hereby authorized to approve, issue, execute and deliver one or more executive orders in order to specify, prescribe, determine, provide for, authorize or approve such additional matters, details,

1 forms, documents or procedures deemed necessary or advisable to effect and consummate the
2 IDA Termination and County Assumption.

3 SECTION 12. BE IT FURTHER RESOLVED that the County Executive is hereby
4 authorized to delegate to the Chief Administrative Officer or any Deputy Chief Administrative
5 Officer the power of the County Executive to approve, issue, execute and deliver any executive
6 order and to carry out and consummate the transactions provided for in any executive order
7 contemplated by this Resolution.

8 SECTION 13. BE IT FURTHER RESOLVED that the County Executive, the Chief
9 Administrative Officer, any Deputy Chief Administrative Officer, the Director of the Office of
10 Management and Budget, the Director of Finance, the County Attorney and all other appropriate
11 officers and employees of the County are hereby authorized to take any action necessary or
12 appropriate to effect and consummate the IDA Termination and County Assumption.

13 SECTION 14. BE IT FURTHER RESOLVED that it is hereby acknowledged that this
14 Resolution and the Accompanying Act contain cross-contingencies or related contingencies to
15 the consummation of the IDA Termination and County Assumption and the County Assignment
16 and Revenue Authority Assumption and the provisions of this Resolution shall be liberally
17 construed in order to effect and consummate the IDA Termination and County Assumption and
18 the County Assignment and Revenue Authority Assumption contemporaneously.

19 SECTION 15. BE IT FURTHER RESOLVED that until the occurrence of the Effective
20 Date or the Alternative Effective Date provided for in this Resolution, the IDA shall retain title
21 to all its property and assets and shall continue to exercise all of its rights, duties and obligations
22 under the 1999 DuVall Bond Documents, the UMJC Bond Documents and the 1994 HDCF
23 Bond Documents and any other documents, agreements, contracts or instruments of any nature
24 whatsoever to which it is a party or subject or by which it is bound.

25 SECTION 16. BE IT FURTHER RESOLVED that notwithstanding anything in this
26 Resolution to the contrary, in the event the IDA Termination and County Assumption does not
27 occur by the Effective Date provided for in this Resolution, then at any time prior to January 1,
28 2002, the County Executive may approve, issue, execute and deliver an executive order
29 providing that the provisions of this Resolution shall be deemed null and void and of no further
30 force and effect.

31 SECTION 17. BE IT FURTHER RESOLVED that in the event that the IDA Termination

1 and County Assumption does not occur by the Effective Date or any Alternative Effective Date
2 provided for in accordance with the provisions of this Resolution or in the event the County
3 Executive approves, issues, executes and delivers an executive order provided for in Section 15
4 of this Resolution, in no event shall this Resolution be construed to have resulted in the
5 termination of the IDA, the vesting in the County of title to all of the IDA's property, or the
6 transfer to and assumption by the County of all obligations and assets of the IDA.

7 SECTION 18. BE IT FURTHER RESOLVED that the provisions of this Resolution are
8 hereby declared to be severable; and, in the event that any section, subsection, paragraph,
9 subparagraph, sentence, clause, phrase, or word of this Resolution is declared invalid or
10 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall
11 not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs,
12 subsections, or sections of this Resolution, since the same would have been adopted without the
13 incorporation in this Resolution of any such invalid or unconstitutional word, phrase, clause,
14 sentence, subparagraph, subsection, or section.

15 SECTION 19. BE IT FURTHER RESOLVED that this Resolution shall become effective
16 upon its adoption by the County and its approval by the County Executive, subject to the further
17 provisions hereof.

Adopted this 15th day of May, 2001.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Audrey E. Scott
Vice Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Wayne K. Curry
County Executive