

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2001 Legislative Session

Bill No. CB-25-2001

Chapter No. 10

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Russell, Wilson, Scott and Shapiro

Co-Sponsors _____

Date of Introduction April 24, 2001

BILL

1 AN ACT concerning

2 Transfer by Prince George's County, Maryland to the Revenue Authority of Prince George's
3 County of Title to All of the Property of the Industrial Development Authority of Prince
4 George's County, Maryland that Vested in Prince George's County, Maryland and All
5 Obligations and Assets of the Industrial Development Authority of Prince George's County,
6 Maryland Transferred to and Assumed By Prince George's County, Maryland Upon the
7 Termination of the Industrial Development Authority of Prince George's County, Maryland
8 For the purpose of transferring to the Revenue Authority of Prince George's County title to all of
9 the property and all obligations and assets vested in, transferred to and assumed by Prince
10 George's County, Maryland upon the termination of the Industrial Development Authority of
11 Prince George's County, Maryland upon the satisfaction of certain contingencies provided for
12 herein; generally providing for and determining various matters in connection with the transfer
13 of title to such property and all such obligations and assets and such contingencies; approving the
14 engagement by the Revenue Authority of Prince George's County in the projects identified
15 herein as the Gabriel DuVall Law Building, the Upper Marlboro Justice Center and the
16 Hyattsville District Court Facility in the capacities identified herein; providing for the effective
17 date of this Act; and providing for the severability of the various provisions of this Act.

18 WHEREAS, the Maryland Economic Development Revenue Bond Act, being Sections 14-
19 101 through 14-109, inclusive, of Article 41 of the Annotated Code of Maryland, as amended
20 (hereinafter referred to as the "Act"), authorizes any of the 23 counties of Maryland and the
21 Mayor and City Council of Baltimore to create an industrial development authority by

1 resolution; and

2 WHEREAS, pursuant to the Act and CR-25-1987, adopted by the County Council of Prince
3 George's County, Maryland (hereinafter referred to as the "County Council") on April 14, 1987,
4 approved by the County Executive of Prince George's County, Maryland (hereinafter referred to
5 as the "County Executive") on April 24, 1987, and effective on April 24, 1987 (hereinafter
6 referred to as "CR-25-1987"), the Industrial Development Authority of Prince George's County,
7 Maryland (hereinafter referred to as the "IDA"), a body corporate and politic and an
8 instrumentality of Prince George's County, Maryland (hereinafter referred to as the "County")
9 was created; and

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

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

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

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

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

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

5 WHEREAS, references herein to the Gabriel DuVall Law Building are deemed to include
6 the "Project", the "Facility" and the "Project Site" as defined in certain of the DuVall Bond
7 Documents identified herein; and

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

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

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

25 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to CR-71-1987, adopted
26 by the County Council on June 23, 1987, approved by the County Executive on July 1, 1987, and
27 effective on July 1, 1987, the County Executive and County Council authorized and approved the
28 issuance, sale and delivery by the IDA of its revenue bonds pursuant to the provisions of the Act
29 or such other statutory authority in effect at the time of issuance for the purpose of financing the
30 cost of acquisition (within the meaning of the Act) of certain facilities identified therein as the
31 Gabriel DuVall Law Building, to be leased to the County, providing that the maximum aggregate

1 principal amount of revenue bonds that may be issued may not exceed Three Million Five
2 Hundred Thousand Dollars (\$3,500,000), and generally providing for and determining certain
3 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
4 and the consummation of the transactions contemplated thereby; and

5 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of the
6 1987 IDA Resolution, the Chairman of the IDA, as the Authorized Officer, issued an Executive
7 Order dated September 1, 1987 in order to specify, prescribe, determine, provide for and approve
8 certain matters contemplated by the 1987 IDA Resolution; and

9 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the 1987 DuVall
10 Indenture identified herein, on September 29, 1987, the IDA issued its \$3,000,000 Industrial
11 Development Authority of Prince George's County, Maryland Lease Revenue Bonds (Gabriel
12 DuVall Law Building Project), Series 1987A (hereinafter referred to as the "1987A DuVall
13 Bonds"), and its \$500,000 Industrial Development Authority of Prince George's County,
14 Maryland Lease Revenue Bonds (Gabriel DuVall Law Building Project), Series 1987B
15 (hereinafter referred to as the "1987B DuVall Bonds" and, together with the 1987A DuVall
16 Bonds, collectively as the "1987 DuVall Bonds"), the proceeds of which were applied to pay the
17 costs of acquiring fee simple title to the Project and the Project Site identified in the 1987 DuVall
18 Indenture, to pay certain costs relating to the issuance of the 1987 DuVall Bonds, and to fund
19 two debt service reserve funds; the 1987B DuVall Bonds matured by their terms on September 1,
20 1997; and

21 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1987
22 DuVall Bonds, a Lease Agreement dated as of August 15, 1987 (hereinafter referred to as the
23 "1987 DuVall Lease"), was entered into by and between the IDA (referred to therein as the
24 "Authority") and the County (referred to therein as the "County") providing for the County to
25 lease from the IDA the Project and the Project Site identified therein for a lease term, rental and
26 such other terms and conditions as fully set forth therein; and

27 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1987
28 DuVall Bonds, an Indenture of Trust dated as of August 15, 1987 (hereinafter referred to as the
29 "1987 DuVall Indenture"), was entered into by and between the IDA (referred to therein as the
30 "Issuer") and Equitable Bank, National Association, as trustee for the holders of the 1987 DuVall
31 Bonds (referred to therein as the "Trustee" and referred to herein as the "1987 DuVall Trustee");

1 and

2 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the 1987 DuVall
3 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
4 to the 1987 DuVall Trustee and its successors in trust and assigns forever, to the extent provided
5 in the 1987 DuVall Indenture, all of its right, title and interest in and to the 1987 DuVall Lease
6 and in and to the Revenues and certain other property identified in the 1987 DuVall Indenture;
7 notwithstanding such assignment, the 1987 DuVall Indenture provides that the IDA retains the
8 right to payment of its Administrative Expenses (as defined in the 1987 DuVall Indenture) and
9 that so long as no Event of Default (as identified in Section 6.01 of the 1987 DuVall Lease) has
10 occurred and is continuing, the IDA shall exercise all its rights and obligations under the 1987
11 DuVall Lease; and

12 WHEREAS, regarding the Gabriel DuVall Law Building, a Deed of Trust dated as of
13 August 15, 1987 (hereinafter referred to as the "1987 DuVall DOT"), was made by and between
14 the IDA (referred to therein as the "Grantor" or sometimes the "Issuer") and Charles J. Terzi, Jr.
15 and Lena G. Hall, as trustees for the benefit of the 1987 DuVall Trustee, as trustee under the
16 1987 DuVall Indenture for the holders of the 1987 DuVall Bonds (referred to therein as the
17 "Beneficiary"), pursuant to which the IDA granted, assigned, conveyed and transferred to such
18 trustees, and their successors in the trust and assigns, all of its right, title and interest in and to the
19 Trust Property identified therein; and

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

1 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to CR-13-1999, adopted
2 by the County Council on May 11, 1999, approved by the County Executive on May 28, 1999,
3 and effective on May 28, 1999, the County Executive and County Council authorized and
4 approved the issuance, sale and delivery by the IDA of its refunding revenue bonds pursuant to
5 the provisions of the Act in an aggregate principal amount not to exceed Two Million One
6 Hundred Fifty Thousand Dollars (\$2,150,000) for the purpose of refinancing all or a portion of
7 the costs of acquisition of certain facilities identified therein as the Gabriel DuVall Law Building
8 by refunding all or a portion of the outstanding 1987A DuVall Bonds, and generally providing
9 for and determining various matters in connection with the authorization, issuance, sale and
10 delivery of such revenue refunding bonds and the consummation of the transactions
11 contemplated thereby; and

12 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the 1999 DuVall
13 Indenture referred to herein, the IDA issued its \$1,870,000 Industrial Development Authority of
14 Prince George's County, Maryland Lease Revenue Refunding Bonds (Gabriel DuVall Law
15 Building), Series 1999 (hereinafter referred to as the "1999 DuVall Bonds"), the proceeds of
16 which were applied by the IDA to advance refund all of the then-outstanding 1987A DuVall
17 Bonds, which then-outstanding 1987A DuVall Bonds were redeemed in full as of September 1,
18 1999, and to pay certain costs relating to the issuance of the 1999 DuVall Bonds; and

19 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
20 DuVall Bonds, a First Amendment to Lease dated June 15, 1999 (hereinafter referred to as the
21 "1999 DuVall Lease Amendment"), was entered into by and between the IDA (referred to therein
22 as the "Authority") and the County (referred to therein as the "County") amending the 1987
23 DuVall Lease to change the amount of the rent provided for in the 1987 DuVall Lease, which
24 1999 DuVall Lease Amendment, together with the 1987 DuVall Lease, is hereinafter referred to
25 collectively as the "1999 DuVall Lease"; and

26 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
27 DuVall Bonds, an Indenture of Trust dated as of June 15, 1999 (hereinafter referred to as the
28 "1999 DuVall Indenture"), was entered into by and between the IDA (referred to therein as the
29 "Authority") and The Bank of New York, as trustee for the holders of the 1999 DuVall Bonds
30 and any Subordinate Debt (as defined in the 1999 DuVall Indenture) issued thereunder (referred
31 to therein as the "Indenture Trustee" or the "Trustee"); The Bank of New York, in its capacity as

1 Trustee under the 1999 DuVall Indenture, is hereinafter referred to as the "DuVall Trustee"; and

2 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
3 DuVall Bonds, pursuant to the 1999 DuVall Indenture, the IDA granted a security interest in,
4 assigned, transferred, pledged, granted and conveyed the DuVall Trustee, and its successors and
5 assigns forever, for the benefit of the holders of the 1999 DuVall Bonds and any Subordinate
6 Debt (as defined in the 1999 DuVall Indenture) issued pursuant to the 1999 DuVall Indenture, all
7 of its right, title and interest in and to the 1999 DuVall Lease and in and to the Revenues and
8 certain other property identified in the 1999 DuVall Indenture; notwithstanding such assignment,
9 the 1999 DuVall Indenture provides that the IDA retains the right to payment of its
10 Administrative Expenses (as defined in the 1999 DuVall Indenture); and

11 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
12 DuVall Bonds, a Deed of Trust dated as of June 22, 1999 (hereinafter referred to as the "1999
13 DuVall DOT"), was entered into by and among the IDA (referred to therein as the "Grantor" or
14 sometimes the "Issuer") and Sean D. Wallace and Robert R. Hagans, Jr., as trustees for the
15 benefit of the DuVall Trustee, as trustee under the 1999 DuVall Indenture for the holders of the
16 1999 DuVall Bonds (referred to therein as the "Beneficiary"), pursuant to which the IDA
17 granted, assigned, conveyed and transferred to such trustees, and their successors in the trust and
18 assigns, all of its right, title and interest in and to the Trust Property identified therein; and

19 WHEREAS, regarding the Gabriel DuVall Law Building and in connection with the 1999
20 DuVall Bonds, a Non-Arbitrage Certificate dated June 22, 1999 (hereinafter referred to as the
21 "1999 DuVall Non-Arbitrage Certificate"), was executed and delivered by the IDA (referred to
22 therein as the "Authority"); and

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

28 WHEREAS, regarding the Gabriel DuVall Law Building, the 1999 DuVall Bonds, the 1999
29 DuVall Lease, the 1999 DuVall Indenture, the 1999 DuVall DOT, the 1999 DuVall Non-
30 Arbitrage Certificate and the 1999 DuVall Instructions are hereinafter referred to collectively as
31 the "DuVall Bond Documents"; and

1 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
2 Act, on January 26, 1989, the IDA adopted a resolution (hereinafter referred to as the "1989 IDA
3 Resolution") providing for the issuance, sale and delivery of the IDA's revenue bonds in an
4 aggregate principal amount not to exceed Eighty Million Dollars (\$80,000,000), for the purpose
5 of financing the cost of acquisition (within the meaning of the Act) of certain facilities identified
6 therein as the Prince George's County Justice Center (referred to herein as the Upper Marlboro
7 Justice Center), located at Water Street and Judges Drive, Upper Marlboro, Maryland, to be
8 leased to the County, authorizing the Authorized Officer (as defined therein) to specify,
9 prescribe, determine, provide for and approve, within the limitations of the Act, all matters,
10 details, forms, documents and procedures pertaining to the sale, security, issuance, delivery and
11 payment of or for such revenue bonds, and generally providing for and determining various
12 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
13 and the consummation of the transactions contemplated thereby; and

14 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-40-1989,
15 adopted by the County Council on March 28, 1989, approved by the County Executive on April
16 12, 1989, and effective on April 12, 1989, the County Executive and County Council authorized
17 and approved the issuance, sale and delivery by the IDA of its revenue bonds pursuant to the
18 provisions of the Act or such other statutory authority in effect at the time of issuance for the
19 purpose of financing the cost of acquisition (within the meaning of the Act) of certain facilities
20 identified therein as the Prince George's County Justice Center (referred to herein as the Upper
21 Marlboro Justice Center), to be leased to the County, providing that the maximum aggregate
22 principal amount of revenue bonds that may be issued may not exceed Eighty Million Dollars
23 (\$80,000,000), and generally providing for and determining certain matters in connection with
24 the authorization, issuance, sale and delivery of such revenue bonds and the consummation of the
25 transactions contemplated thereby; and

26 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-41-1989,
27 adopted by the County Council on March 28, 1989 and effective on March 28, 1989, the County
28 Council, pursuant to a determination of the County Executive that such disposition by lease was
29 needed for public use of the County and in furtherance of a public purpose, approved the lease by
30 the County to the IDA of the site of the Upper Marlboro Justice Center in accordance with the
31 provisions of Section 2-111.1 of the Prince George's County Code (1987 Edition) for

1 consideration in the amount of Ten Dollars (\$10.00); and

2 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
3 1989 IDA Resolution, the Chairman of the IDA, as the Authorized Officer, issued an Executive
4 Order dated as of June 1, 1989, in order to specify, prescribe, determine, provide for and approve
5 certain matters contemplated by the 1989 IDA Resolution; and

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

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

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

1 Additional Bonds"; and

2 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the 1989 UMJC
3 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
4 to the UMJC Trustee and its successors in trust and assigns forever, to the extent provided in the
5 1989 UMJC Indenture, all of its right, title and interest in and to the 1989 UMJC Ground Lease
6 and the 1989 UMJC Lease and in and to the Revenues and certain other property identified in the
7 1989 UMJC Indenture; notwithstanding such assignment, the 1989 UMJC Indenture provides
8 that the IDA retains the right to payment of its Administrative Expenses (as defined in the 1989
9 UMJC Indenture) and that so long as no Event of Default (as identified in Section 7.01 of the
10 1989 UMJC Lease) has occurred and is continuing, the IDA shall exercise all its rights and
11 obligations under the 1989 UMJC Lease; and

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

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

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

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

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

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

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

1 and the consummation of the transactions contemplated thereby; and

2 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to CR-9-1993, adopted
3 by the County Council on February 2, 1993, approved by the County Executive on February 2,
4 1993, and effective on February 2, 1993, the County Executive and County Council authorized
5 and approved the issuance, sale and delivery by the IDA of its refunding revenue bonds pursuant
6 to the provisions of the Act or such other statutory authority in effect at the time of issuance for
7 the purpose of refinancing all or a portion of the cost of acquisition (within the meaning of the
8 Act) of certain facilities identified therein as the Prince George's County Justice Center (referred
9 to herein as the Upper Marlboro Justice Center), providing that the maximum aggregate principal
10 amount of refunding revenue bonds that may be issued may not exceed Sixty-Five Million
11 Dollars (\$65,000,000), and generally providing for and determining various matters in
12 connection with the authorization, issuance, sale and delivery of such refunding revenue bonds
13 and the transactions contemplated thereby; and

14 WHEREAS, regarding the Upper Marlboro Justice Center, pursuant to the provisions of the
15 1993 IDA Resolution, the Acting Chairman of the IDA, as the Authorized Officer, issued an
16 Executive Order dated February 12, 1993, in order to specify, prescribe, determine, provide for
17 and approve certain matters contemplated by the 1993 IDA Resolution; and

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

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

29 WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993
30 UMJC Bonds, a First Supplemental Lease Agreement dated as of February 1, 1993 (hereinafter
31 referred to as the "1993 UMJC Lease Amendment"), was entered into by and between the IDA

(referred to therein as the "Authority") and the County (referred to therein as the "County") amending the definitions of certain terms used in the 1989 UMJC Lease and defining certain additional terms, which 1993 UMJC Lease Amendment, together with the 1989 UMJC Lease, is hereinafter referred to collectively as the "UMJC Lease"; and

WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993 UMJC Bonds, a First Supplemental Indenture of Trust dated as of February 1, 1993 (hereinafter referred to as the "1993 UMJC Supplemental Indenture"), was entered into by and between the IDA (referred to therein as the "Authority") and the UMJC Trustee, as trustee for the holders of the outstanding 1989 UMJC Bonds, the 1993 UMJC Bonds and any Additional Bonds (as defined in the 1993 UMJC Supplemental Indenture) issued thereunder (referred to therein as the "Trustee"), which 1993 UMJC Supplemental Indenture, together with the 1989 UMJC Indenture, is hereinafter referred to collectively as the "UMJC Indenture"; the Additional Bonds referred to in the 1993 UMJC Supplemental Indenture are hereinafter referred to as the "1993 UMJC Additional Bonds" and, together with the 1989 UMJC Additional Bonds, collectively as the "UMJC Additional Bonds"; and

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

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

WHEREAS, regarding the Upper Marlboro Justice Center and in connection with the 1993 UMJC Bonds, a First Amendment to Deed of Trust dated as of February 1, 1993 (hereinafter referred to as the "1993 UMJC DOT Amendment"), was entered into by and among the IDA (referred to therein as the "Authority") and Mary Elizabeth Wexler and Jay Smith, as successor trustees of J. Thorpe Staylor and Richard H. Bass, for the benefit of the UMJC Trustee, as trustee

1 under the UMJC Indenture for the holders of the UMJC Bonds and any other UMJC Additional
2 Bonds issued under the UMJC Indenture (referred to therein as the "Beneficiary"), pursuant to
3 which the 1993 UMJC Bonds became part of the "Indebtedness" secured by the UMJC DOT,
4 which 1993 UMJC DOT Amendment, together with the 1989 UMJC DOT, is hereinafter
5 referred to collectively as the "UMJC DOT"; and

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

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

15 WHEREAS, regarding the Upper Marlboro Justice Center, the 1989 UMJC Bonds, the
16 1989 UMJC MBIA Policy, the 1989 UMJC Tax Certificate, the 1989 UMJC Instructions, the
17 UMJC Ground Lease, the UMJC Sublease, the UMJC Subordination Agreement, the UMJC
18 Lease, the UMJC Indenture, the UMJC DOT, the 1993 UMJC Bonds, the 1993 UMJC MBIA
19 Policy, the 1993 UMJC Tax Certificate and the 1993 UMJC Instructions are hereinafter referred
20 to collectively as the "UMJC Bond Documents"; and

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

1 matters in connection with the authorization, issuance, sale and delivery of such revenue bonds
2 and the consummation of the transactions contemplated thereby; and

3 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to CR-46-1993,
4 adopted by the County Council on June 22, 1993, approved by the County Executive on July 6,
5 1993, and effective on July 6, 1993, the County Executive and County Council authorized and
6 approved the issuance, sale and delivery by the IDA of its revenue bonds pursuant to the
7 provisions of the Act or such other statutory authority in effect at the time of issuance for the
8 purpose of financing the cost of acquisition (within the meaning of the Act) of certain facilities
9 identified therein as the Prince George's County Multi-Service Justice Center (referred to herein
10 as the Hyattsville District Court Facility), to be leased to the State, providing that the maximum
11 aggregate principal amount of revenue bonds that may be issued may not exceed Thirty Million
12 Dollars (\$30,000,000), and generally providing for and determining various matters in
13 connection with the authorization, issuance, sale and delivery of such revenue bonds and the
14 consummation of the transactions contemplated thereby; and

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

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

22 WHEREAS, regarding the Hyattsville District Court Facility and pursuant to the 1994
23 HDCF Indenture identified herein, on May 19, 1994, the IDA issued its \$9,985,000 Industrial
24 Development Authority of Prince George's County, Maryland Lease Revenue Bonds (Hyattsville
25 District Court Facility), Series 1994A (hereinafter referred to as the "1994A HDCF Bonds"), the
26 proceeds of which were applied to pay the costs of the acquisition and construction of the Project
27 identified in the 1994 HDCF Indenture and certain additional costs relating to the issuance of the
28 1994A HDCF Bonds; and

29 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
30 1994A HDCF Bonds, by Ground Lease dated as of May 1, 1994 (hereinafter referred to as the
31 "1994 HDCF Ground Lease"), the State (referred to therein as the "Landlord") leased to the IDA

1 (referred to therein as the "Tenant") the land on which the Hyattsville District Court Facility is
2 located (referred to therein as the "Land" and hereinafter referred to as the "HDCF Project Site")
3 for a lease 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, by Lease Agreement dated May 1, 1994 (hereinafter referred to as the
6 "1994 HDCF Lease"), the State subleased the HDCF Project Site from the IDA and leased the
7 Hyattsville District Court Facility (referred to therein as the "Project") from the IDA for a lease
8 term, rental and other terms and conditions as fully set forth therein; and

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

17 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the 1994 HDCF
18 Indenture, the IDA granted, bargained, sold, conveyed, assigned and pledged, without recourse,
19 to the HDCF Trustee and its successors in trust and assigns forever, to the extent provided in the
20 1994 HDCF Indenture, all of its right, title and interest in and to the 1994 HDCF Ground Lease
21 and the 1994 HDCF Lease and in and to the Revenues and certain other property identified in the
22 1994 HDCF Indenture; notwithstanding such assignment, the 1994 HDCF Indenture provides
23 that the IDA retains its right to payment of Administrative Expenses (as defined in the 1994
24 HDCF Indenture) and that so long as no Event of Default (as identified in Section 4.01 of the
25 1994 HDCF Lease) has occurred and is continuing, the IDA shall exercise all its rights and
26 obligations under the 1994 HDCF Lease; and

27 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
28 1994A HDCF Bonds, a Deed of Trust dated as of May 1, 1994 (hereinafter referred to as the
29 "1994 HDCF DOT"), was entered into by and between the IDA (referred to therein as the
30 "Grantor" or sometimes the "Issuer") and Catherine A. Cornwell and Mary Elizabeth Wexler, as
31 trustees for the benefit of the HDCF Trustee, as trustee under the 1994 HDCF Indenture for the

1 holders of the 1994A HDCF Bonds and any HDCF Additional Bonds (referred to therein as the
2 "Beneficiary"), pursuant to which the IDA granted, assigned, conveyed and transferred to such
3 trustees, and their successors in the trust and assigns, all of its right, title and interest in and to the
4 Trust Property identified therein; and

5 WHEREAS, regarding the Hyattsville District Court Facility and in connection with the
6 1994A HDCF Bonds, a Section 148 Certificate dated May 19, 1994 (hereinafter referred to as
7 the "1994 HDCF Tax Certificate"), was executed and delivered by the IDA (referred to therein as
8 the "Issuer"); and

9 WHEREAS, regarding the Hyattsville District Court Facility, the 1994A HDCF Bonds, the
10 1994 HDCF Ground Lease, the 1994 HDCF Lease, the 1994 HDCF Indenture, the 1994 HDCF
11 DOT and the 1994 HDCF Tax Certificate are hereinafter referred to collectively as the "HDCF
12 Bond Documents"; and

13 WHEREAS, references in this Act to the DuVall Bond Documents, the UMJC Bond
14 Documents and the HDCF Bond Documents mean the documents identified herein, as the same
15 may have been amended, modified or supplemented prior to the effectiveness of the County
16 Assignment and Revenue Authority Assumption provided for herein; and

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

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

27 WHEREAS, regarding the Gabriel DuVall Law Building and pursuant to the provisions of
28 the Act and the 1999 DuVall Indenture, neither the 1999 DuVall Bonds nor the interest thereon
29 shall ever constitute an indebtedness or a charge against the general credit or taxing powers of
30 the IDA or the County within the meaning of any constitutional or charter provision or statutory
31 limitation and neither shall ever constitute or give rise to any pecuniary liability of the IDA or

1 the County, and the 1999 DuVall Bonds do not constitute an indebtedness to which the faith and
2 credit of the IDA or the County is pledged; the IDA has no taxing power; and

3 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of
4 certain of the DuVall Bond Documents, title to the Project and the Project Site identified therein
5 will remain in the IDA until the end of the term of the 1999 DuVall Lease, and the County's
6 obligation to pay Rent (as defined in the 1999 DuVall Lease) to the IDA is subject to annual
7 appropriation of funds sufficient to pay such Rent; the 1999 DuVall Lease is not a general
8 obligation of the County; and

9 WHEREAS, regarding the Gabriel DuVall Law Building, pursuant to the provisions of
10 certain of the DuVall Bond Documents, when the term of the 1999 DuVall Lease shall have
11 ended by payment in full of the 1999 DuVall Bonds and certain other amounts provided for in
12 the 1999 DuVall Lease, and provided that no event of non-appropriation or event of default has
13 occurred, upon payment of the sum of One Dollar (\$1.00), the County shall be given fee simple
14 title in the Project Site and the Project identified therein, so that, provided that no event of non-
15 appropriation or event of default has occurred under the DuVall Bond Documents, when the
16 1999 DuVall Bonds are paid in full, the County will obtain fee simple title to the Project and the
17 Project Site identified therein and the IDA shall have no further interest in the same; and

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

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

30 WHEREAS, regarding the Upper Marlboro Justice Center and pursuant to the provisions of
31 the Act and the UMJC Indenture, the UMJC 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 Upper
3 Marlboro Justice Center or from any other moneys made available to the IDA for such purpose;
4 and

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

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

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

31 WHEREAS, regarding the Hyattsville District Court Facility, as of April 1, 2001, the

1 1994A HDCF Bonds were outstanding in an aggregate principal amount of \$7,220,000, and the
2 1994A HDCF Bonds will finally mature, according to their terms, on July 1, 2009; Moody's and
3 S&P currently maintain ratings on the outstanding 1994A HDCF Bonds; and

4 WHEREAS, regarding the Hyattsville District Court Facility and pursuant to the provisions
5 of the Act and the HDCF Indenture, the 1994A HDCF Bonds and the interest on them are limited
6 obligations of the IDA the principal of, premium, if any, and interest on which are payable solely
7 from the revenues to be received in connection with the financing or refinancing of the
8 Hyattsville District Court Facility or from any other moneys made available to the IDA for such
9 purpose; and

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

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

25 WHEREAS, regarding the Hyattsville District Court Facility, pursuant to the provisions of
26 certain of the HDCF Bond Documents, when the term of the 1994 HDCF Lease shall have
27 ended, and provided that no event of non-appropriation or event of default has occurred, the
28 State shall be given fee simple title in the Project identified therein and the leasehold interest of
29 the IDA in the Project Site identified therein (because the 1994 HDCF Ground Lease will
30 terminate), so that, provided that no event of non-appropriation or event of default has occurred
31 under the HDCF Bond Documents, when the 1994A HDCF Bonds and any HDCF Additional

1 Bonds are paid in full, the State will obtain fee simple title to the Project identified therein and
2 the IDA's leasehold interest in the Project Site identified therein and the IDA shall have no
3 further interest in the same; provided that, notwithstanding the expiration of the term of the 1994
4 HDCF Lease, the IDA shall have the right of first refusal to purchase the Facility (as defined
5 therein) from the State at fair market value if the State elects to sell the Facility and/or entertains
6 a bona fide offer for the sale of the Facility, all pursuant to the provisions of Section 2.08 of the
7 1994 HDCF Lease, and, pursuant to Section 4.04(d) of the 1994 HDCF Lease, the IDA may
8 assign to the County the right of first refusal granted to it pursuant to Section 2.08 of the 1994
9 HDCF Lease; and

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

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

22 WHEREAS, pursuant to Chapter 491 and CB-84-1997, CR-61-1998, adopted by the
23 County Council on July 28, 1998 and effective on July 28, 1998 (hereinafter referred to as "CR-
24 61-1998"), the charter of the Revenue Authority was approved and the County Executive was
25 authorized to complete and file the same with the State Department of Assessments and
26 Taxation; and

27 WHEREAS, pursuant to Chapter 491, CB-84-1997 and CR-61-1998, the Articles of
28 Incorporation for the Revenue Authority were executed by the County Executive on July 28,
29 1998 and were filed with the State Department of Assessments and Taxation on July 31, 1998;
30 and

31 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the Revenue Authority has the

1 power, among other matters, to acquire, purchase, or otherwise obtain, hold, and use any
 2 property, real, personal, or mixed, tangible or intangible, or any interest therein, and to lease as
 3 lessee any property, real, personal, or mixed, tangible or intangible, or any interest therein, and to
 4 lease as lessor any project (as defined therein) or part of any project, whether wholly or partially
 5 completed, and any property, real, personal or mixed, tangible or intangible, or any interest
 6 therein, at any time acquired by the Revenue Authority; and

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

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

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

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

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

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

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

5 WHEREAS, Section 5.09 of the 1999 DuVall Lease further provides in substance that it
6 "may not be assigned as a whole or in part, ...and the Project may not be leased, sold or
7 otherwise disposed of, as a whole or in part, by either the County or the Authority during the
8 Term without the prior written consent of the other party"; and

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

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

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

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

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

30 WHEREAS, Section 12.01 of the UMJC Indenture and Section 12.01 of the 1994 HDCF
31 Indenture each expressly provide that: "In the event of dissolution of the Issuer, all the

1 covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of,
2 or for the benefit of, the Issuer, shall bind or inure to the benefit of, as the case may be, the
3 successors of the Issuer from time to time and any entity, officer, board, commission, agency or
4 instrumentality to whom or to which any power or duty of the Issuer shall be transferred"; and

5 WHEREAS, Section (8) of the 1999 DuVall DOT, Section (8) of the UMJC DOT and
6 Section (8) of the 1994 HDCF DOT, each provide in substance that the Grantor thereunder
7 (meaning the IDA) "shall not sell, lease, abandon, cease to own, assign, encumber, transfer or
8 dispose of the Trust Property or any portion thereof, or any interest therein, without the prior
9 written consent of the Beneficiary"; and

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

24 WHEREAS, the transfer by the County to the Revenue Authority of all property of the IDA
25 vested in, transferred to and assumed by the County upon such termination shall not be subject to
26 the provisions of Section 2-111.01 of the Prince George's County Code; and

27 WHEREAS, the County Executive has recommended that the IDA be terminated,
28 contingent upon the immediate transfer by the County to the Revenue Authority of all property,
29 obligations and assets of the IDA vested in, transferred to and assumed by the County upon such
30 termination; and

31 WHEREAS, simultaneously with the introduction of this Act, a Resolution has been

1 introduced before the County Council providing for, among other things, in accordance with the
 2 provisions of the Act, the termination of the IDA and the vesting in the County of title to all
 3 property of the IDA and the transfer to and assumption by the County of all obligations and
 4 assets of the IDA, upon the satisfaction of certain contingencies provided for therein, including
 5 (without limitation) the enactment of this Act and the satisfaction or waiver of the contingencies
 6 provided for herein (hereinafter referred to as the "Accompanying Resolution"); and

7 WHEREAS, this Act has been introduced before the County Council in order to provide
 8 for, upon the satisfaction of certain contingencies provided for herein, among other things, the
 9 transfer by the County to the Revenue Authority of all property, obligations and assets of the
 10 IDA vested in, transferred to and assumed by the County upon the termination of the IDA.

11 SECTION 1. NOW, THEREFORE, BE IT ENACTED by the County Council of Prince
 12 George's County, Maryland, that the recitals to this Act are hereby incorporated by reference
 13 herein and deemed a substantive part of this Act, and terms used in this Act shall have the
 14 meanings given to such terms in the recitals hereto, unless otherwise defined herein.

15 SECTION 2. BE IT FURTHER ENACTED that, contingent upon satisfaction of the
 16 conditions set forth in Section 3 below, and subject further to the provisions of Sections 3
 17 through 10 below, pursuant to the authority of Article 25A of the Annotated Code of Maryland,
 18 as amended, the County hereby authorizes and approves, in consideration of the payment by the
 19 Revenue Authority to the County of the sum of Ten Dollars (\$10.00), the immediate transfer,
 20 assignment, sale, grant and conveyance by the County to the Revenue Authority of all property
 21 of the IDA vested in the County upon the termination of the IDA and all obligations and assets of
 22 the IDA transferred to and assumed by the County upon the termination of the IDA pursuant to
 23 the IDA Termination and County Assumption identified in Section 3 below, including (without
 24 limitation) (i) all of the County's (as the successor-in-interest to the IDA) right, title and interest
 25 in and to the Gabriel DuVall Law Building, the Upper Marlboro Justice Center and the Project
 26 Site identified in the UMJC Bond Documents, and the Hyattsville District Court Facility and the
 27 Project Site identified in the HDCF Bond Documents, and (ii) all of the County's (as the
 28 successor-in-interest to the IDA) right, title and interest in and to any other property of the IDA
 29 not specifically identified in this Act, and (iii) all of the County's (as the successor-in-interest to
 30 the IDA) right, title and interest in and to and duties and obligations under (to the extent
 31 applicable) the DuVall Bond Documents, the UMJC Bond Documents and the HDCF Bond

Documents, and (iv) all of the County's (as the successor-in-interest to the IDA) right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments of any nature whatsoever not specifically identified in this Act and entered into originally by the IDA, or to which the IDA originally was subject or by which the IDA originally was bound, in connection with the consummation of the transactions provided for in the DuVall Bond Documents, the UMJC Bond Documents or the HDCF Bond Documents, and (v) all of the County's (as the successor-in-interest to the IDA) right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments of any other nature whatsoever not specifically identified in this Act and entered into originally by the IDA or to which the IDA originally was subject or by which the IDA originally was bound (such transfer, assignment, sale, grant and conveyance being hereinafter referred to collectively as the "County Assignment and Revenue Authority Assumption"), subject to the further provisions of this Act, which such County Assignment and Revenue Authority Assumption shall become effective immediately upon the Effective Date provided for in Section 8 below or any Alternative Effective Date provided for in Section 9 below.

SECTION 3. BE IT FURTHER ENACTED that the County Assignment and Revenue Authority Assumption shall not become effective until all of the following conditions shall have been satisfied or, to the extent permitted herein, waived:

(i) the Accompanying Resolution providing for the termination of the IDA and the vesting in the County of title to all of the IDA's property and the transfer to and assumption by the County of all obligations and assets of the IDA (such termination, vesting, transfer and assumption being hereinafter referred to collectively as the "IDA Termination and County Assumption") shall have become effective by its provisions and all conditions therein shall have been satisfied or, to the extent permitted therein, waived, and the IDA Termination and County Assumption shall have become effective in accordance with the provisions thereof; and

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

1 (iii) there shall have been filed with the Clerk of the Council and with the State in
2 accordance with the provisions of Section 15 of the 1994 HDCF Ground Lease written notice of
3 assignment by the County to the Revenue Authority pursuant to the Assignment and Assumption
4 Document identified in Section 7 below, effective immediately upon the IDA Termination and
5 County Assumption and the County Assignment and Revenue Authority Assumption, of the
6 interests of the County (only as the successor-in-interest to the IDA) in and to the 1994 HDCF
7 Ground Lease and the interests contemplated in Section 15 of the 1994 HDCF Ground Lease,
8 which written notice of assignment shall be in form and substance satisfactory to the Office of
9 Law; and

10 (iv) there shall have been filed with the Clerk of the Council and with the State in
11 accordance with the provisions of Section 4.04(b) of the 1994 HDCF Lease a duplicate original
12 counterpart of the document by which the County assigns to the Revenue Authority, effective
13 immediately upon the IDA Termination and County Assumption and the County Assignment and
14 Revenue Authority Assumption, all of the County's interests (only as the successor-in-interest to
15 the IDA) in and to the 1994 HDCF Lease and the interests contemplated in Section 4.04(b) of the
16 1994 HDCF Lease, which document shall be in form and substance satisfactory to the Office of
17 Law and which may be, without limitation, the Assignment and Assumption Document
18 identified in Section 7 below; and

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

26 (vi) there shall have been filed with the Clerk of the Council the written consent of the
27 Beneficiary identified in the UMJC DOT required by Section (8) of the UMJC DOT to the
28 assignment and transfer by the County to the Revenue Authority, effective immediately upon the
29 IDA Termination and County Assumption and the County Assignment and Revenue Authority
30 Assumption, of the County's interest (only as the successor-in-interest to the IDA) in the Trust
31 Property identified in the UMJC DOT, which written consent shall be in form and substance

1 satisfactory to the Office of Law; and

2 (vii) there shall have been filed with the Clerk of the Council the written consent of the
3 Beneficiary identified in the 1994 HDCF DOT required by Section (8) of the 1994 HDCF 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 1994 HDCF DOT, which written consent shall be in form and
8 substance satisfactory to the Office of Law; and

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

16 (ix) there shall have been filed with the Clerk of the Council, a written assurance or
17 written assurances of each of the rating agencies currently maintaining a rating on any of the
18 outstanding UMJC Bonds or the outstanding 1994A HDCF Bonds to the effect that the
19 consummation of the transactions contemplated by the IDA Termination and County
20 Assumption and the County Assignment and Revenue Authority Assumption shall not cause
21 such rating agency to downgrade or withdraw the rating it then currently maintains on any of the
22 outstanding UMJC Bonds or the outstanding 1994A HDCF Bonds, which written assurance or
23 written assurances shall be in form and substance satisfactory to the Office of Law; provided
24 that, the County Executive, in his sole discretion, is hereby authorized to issue, execute and
25 deliver to the Clerk of the Council an executive order waiving the provisions of this item (ix) if
26 any such rating agency indicates it cannot or will not provide a written assurance contemplated
27 by this item (ix) or indicates that the consummation of the transactions contemplated by the IDA
28 Termination and County Assumption and the County Assignment and Revenue Authority
29 Assumption shall cause such rating agency to downgrade or withdraw the rating indicated
30 therein or if the County Executive has been advised by the Office of Law or the Director of
31 Finance that despite any such downgrade or withdrawal of a rating, neither the County, the State

1 or the Revenue Authority shall be materially adversely impacted by the same; and

2 (x) to the extent the County Executive approves issues, executes and delivers the
3 Additional Requirements Executive Order identified in Section 5 below, there shall have been
4 filed with the Clerk of the Council and with any other party identified therein the additional
5 items reflected in such Additional Requirements Executive Order; and

6 (xi) there shall have been filed with the Clerk of the Council a certificate or
7 certificates of publication of notice of the intended County Assignment and Revenue Authority
8 Assumption, to the extent required by Article 25A, Section 5(B) of the Annotated Code of
9 Maryland, as amended, which such publication shall be effected in accordance with Section 4
10 below; and

11 (xii) there shall have been filed with the Clerk of the Council a duplicate original
12 counterpart of the Assignment and Assumption Document identified in Section 7 below.

13 SECTION 4. BE IT FURTHER ENACTED that the County Executive is hereby
14 authorized and empowered, on behalf of the County, pursuant to an executive order approved,
15 issued, executed and delivered by the County Executive, to prepare or provide for the preparation
16 of, and approve or provide for the approval of, such notice or notices as may be required by
17 Article 25A, Section 5(B) of the Annotated Code of Maryland, as amended, in connection with
18 the intended County Assignment and Revenue Authority Assumption, to the extent applicable,
19 and the required publication of any such notice or notices.

20 SECTION 5. BE IT FURTHER ENACTED that the County Executive is hereby
21 authorized to approve, issue, execute and deliver, upon the advice of the Office of Law, one or
22 more executive orders providing for the approval, execution, delivery or provision, as the case
23 may be, of additional written approvals, consents, authorizations, written assurances, agreements,
24 documents, instruments, certificates or notices determined to be necessary or desirable in order
25 to effectuate and consummate the County Assignment and Revenue Authority Assumption
26 (hereinafter referred to collectively as the "Additional Requirements Executive Order"), and to
27 file or cause to be filed with the Clerk of the Council any such Additional Requirements
28 Executive Order and any additional items reflected therein.

29 SECTION 6. BE IT FURTHER ENACTED that the County hereby consents to the
30 assignment and transfer by the County to the Revenue Authority, effective immediately upon the
31 IDA Termination and County Assumption and the County Assignment and Revenue Authority

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

7 SECTION 7. BE IT FURTHER ENACTED that the County Executive, on behalf of the
 8 County, and with the advice of the Office of Law, is hereby authorized and empowered to
 9 provide for the preparation and negotiation of, and to execute and deliver, a document to be
 10 entered into by and between the County and the Revenue Authority (hereinafter referred to as the
 11 "Assignment and Assumption Document") which shall memorialize, consummate and effect the
 12 County Assignment and the Revenue Authority Assumption, which Assignment and Assumption
 13 Document shall reflect the required prior written consents identified in Section 6 above.

14 SECTION 8. BE IT FURTHER ENACTED that provided all of the conditions set forth in
 15 Sections 3 through 7 of this Act are satisfied or waived in accordance with the provisions thereof
 16 as of June 30, 2001, then the County Assignment and Revenue Authority Assumption shall
 17 become effective by the provisions of this Act as of June 30, 2001 (hereinafter referred to as the
 18 "Effective Date").

19 SECTION 9. BE IT FURTHER ENACTED that in the event all of the conditions set forth
 20 in Sections 3 through 7 of this Act are not satisfied or waived in accordance with the provisions
 21 thereof as of June 30, 2001, then the County Assignment and Revenue Authority Assumption
 22 shall become effective (i) as of the latest date as of which the last of all of such conditions are
 23 satisfied or waived in accordance with the provisions thereof, which such latest date shall be
 24 evidenced by and specified in an executive order dated as of such latest date and approved,
 25 issued, executed and delivered by the County Executive and filed with the Clerk of the Council
 26 or (ii) as of such date later than the date determined in accordance with the preceding clause (i)
 27 as the County Executive shall specify in an executive order approved, issued, executed and
 28 delivered by the County Executive and filed with the Clerk of the Council (any effective date
 29 determined in accordance with clauses (i) or (ii) of this Section 9 is hereinafter referred to as the
 30 "Alternative Effective Date"); provided that, in no event shall any such Alternative Effective
 31 Date be later than January 1, 2002.

1 SECTION 10. BE IT FURTHER ENACTED that the Accompanying Resolution provides
 2 that the consummation of the IDA Termination and County Assumption provided for therein,
 3 and it is hereby further provided that the consummation of the County Assignment and Revenue
 4 Authority Assumption provided for herein, shall in no way be construed to result in a merger of
 5 the County's leasehold, fee simple or reversionary interests (as the successor-in-interest to the
 6 IDA) and the County's fee simple, leasehold, subleasehold or reversionary interests (as the
 7 County), in, to and under the 1999 DuVall Lease, the UMJC Ground Lease or the UMJC Lease
 8 or any of the property identified therein, and all such leasehold, fee simple, subleasehold and
 9 reversionary interests shall continue, separate and distinct, upon the Effective Date of the County
 10 Assignment and Revenue Authority Assumption.

11 SECTION 11. BE IT FURTHER ENACTED that pursuant to Section 21A-103 of Subtitle
 12 21A, the County hereby approves the acquisition by the Revenue Authority, pursuant to the
 13 County Assignment and Revenue Authority Assumption, of all of the County's interests obtained
 14 pursuant to the IDA Termination and County Assumption (only as successor-in-interest to the
 15 IDA) in the DuVall Bond Documents, the UMJC Bond Documents and the HDCF Bond
 16 Documents, and any other documents, agreements, contracts or instruments of any nature
 17 whatsoever originally entered into by the IDA or to which the IDA originally was subject or by
 18 which the IDA originally was bound in the consummation of the transactions contemplated by
 19 the DuVall Bond Documents, the UMJC Bond Documents or the HDCF Bond Documents,
 20 including (without limitation) the assumption by the Revenue Authority of the property interests
 21 and rights, duties and obligations of the IDA as lessee under the UMJC Ground Lease and the
 22 1994 HDCF Ground Lease, the assumption by the Revenue Authority of the property interests
 23 and rights, duties and obligations of the IDA as lessor under the 1999 DuVall Lease, the UMJC
 24 Lease and the 1994 HDCF Lease, the assumption by the Revenue Authority of the property
 25 interests and rights, duties and obligations of the IDA as grantor under the 1999 DuVall DOT,
 26 the UMJC DOT and the HDCF DOT, the assumption by the Revenue Authority of the property
 27 interests and rights, duties and obligations of the IDA as the issuer of the 1999 DuVall Bonds,
 28 the UMJC Bonds and the 1994A HDCF Bonds, and the assumption by the Revenue Authority of
 29 the property interests and rights, duties and obligations of the IDA as the issuer under the 1999
 30 DuVall Indenture, the 1999 DuVall Tax Certificate, the 1999 DuVall Instructions, the UMJC
 31 Indenture, the 1989 UMJC Tax Certificate, the 1989 UMJC Instructions, the 1993 UMJC Tax

1 Certificate, the 1993 UMJC Instructions, the 1994 HDCF Indenture and the 1994 HDCF Tax
 2 Certificate, and the County hereby further approves such participation of the Revenue Authority
 3 in the acquisition, construction, improvement, furnishing, equipping, maintenance, control,
 4 financing or refinancing of the Gabriel DuVall Law Building, the Upper Marlboro Justice Center
 5 and the Hyattsville District Court Facility and the carrying out and consummation by the
 6 Revenue Authority, as the successor-in-interest to the County, as the successor-in-interest to the
 7 IDA, of the transactions, rights, duties and obligations on the part of the IDA contemplated by
 8 the DuVall Bond Documents, the UMJC Bond Documents and the HDCF Bond Documents and
 9 any related documents, agreements, contracts or instruments of any nature whatsoever originally
 10 entered into by the IDA or to which the IDA originally was subject or by which the IDA
 11 originally was bound.

12 SECTION 12. BE IT FURTHER ENACTED that the County Executive is hereby
 13 authorized to approve, issue, execute and deliver one or more executive orders in order to
 14 specify, prescribe, determine, provide for, authorize or approve such additional matters, details,
 15 forms, documents or procedures deemed necessary or advisable to effect and consummate the
 16 County Assignment and Revenue Authority Assumption.

17 SECTION 13. BE IT FURTHER ENACTED that the County Executive is hereby
 18 authorized to delegate to the Chief Administrative Officer or any Deputy Chief Administrative
 19 Officer the power of the County Executive to approve, issue, execute and deliver any executive
 20 order and to carry out and consummate the transactions provided for in any executive order
 21 contemplated by this Act.

22 SECTION 14. BE IT FURTHER ENACTED that the County Executive, the Chief
 23 Administrative Officer, any Deputy Chief Administrative Officer, the Director of the Office of
 24 Management and Budget, the Director of Finance, the County Attorney and all other appropriate
 25 officers and employees of the County are hereby authorized to take any action necessary or
 26 appropriate to effect and consummate the County Assignment and Revenue Authority
 27 Assumption.

28 SECTION 15. BE IT FURTHER ENACTED that it is hereby acknowledged that this Act
 29 and the Accompanying Resolution contain cross-contingencies or related contingencies to the
 30 consummation of the IDA Termination and County Assumption and the County Assignment and
 31 Revenue Authority Assumption and the provisions of this Act shall be liberally construed in

1 order to effect and consummate the IDA Termination and County Assumption and the County
2 Assignment and Revenue Authority Assumption contemporaneously.

3 SECTION 16. BE IT FURTHER ENACTED that until the occurrence of the Effective
4 Date or the Alternative Effective Date provided for in this Act, it is intended that the IDA shall
5 retain title to all its property and assets and shall continue to exercise all of its rights, duties and
6 obligations under the 1999 DuVall Bond Documents, the UMJC Bond Documents and the 1994
7 HDCF Bond Documents and any other documents, agreements, contracts or instruments of any
8 nature whatsoever to which it is a party or subject or by which it is bound.

9 SECTION 17. BE IT FURTHER ENACTED that notwithstanding anything in this Act to
10 the contrary, in the event the County Assignment and Revenue Authority Assumption does not
11 occur by the Effective Date provided for in this Act, then at any time prior to January 1, 2002,
12 the County Executive may approve, issue, execute and deliver an executive order providing that
13 the provisions of this Act shall be deemed null and void and of no further force and effect.

14 SECTION 18. BE IT FURTHER ENACTED that in the event that the IDA Termination
15 and County Assumption does not occur by the Effective Date or any Alternative Effective Date
16 provided therfor in accordance with the provisions of Sections 7 or 8 of the Resolution, or in the
17 event the County Assignment and Revenue Authority Assumption does not occur by the
18 Effective Date or any Alternative Effective Date provided therefor in accordance with the
19 provisions of Sections 8 or 9 of this Act, or in the event the County Executive approves, issues,
20 executes and delivers an executive order provided for in Section 17 of this Act, in no event shall
21 this Act be construed to have resulted in the termination of the IDA, the vesting in the County of
22 title to all of the IDA's property and the transfer to and assumption by the County of all
23 obligations and assets of the IDA, or any transfer, assignment, sale, grant and conveyance by the
24 County to the Revenue Authority of any property, obligations or assets of the IDA or interests
25 obtained by the County pursuant to any means other than through the Accompanying Resolution
26 or this Act.

27 SECTION 19. BE IT FURTHER ENACTED that the provisions of this Act are hereby
28 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
29 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
30 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining
31 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this

1 Act, since the same would have been adopted without the incorporation in this Act of any such
2 invalid or unconstitutional word, phrase, clause, sentence, subparagraph, subsection, or section.

3 SECTION 20. BE IT FURTHER ENACTED that the Board of Directors of the Revenue
4 Authority of Prince George's County shall adopt regulations encouraging minority business
5 participation in the award of Authority contracts with requirements comparable to those of
6 Prince George's County and assuring that contractors and subcontractors meet local prevailing
7 wage requirements.

8 SECTION 21. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
9 calendar days after it becomes law, subject to the further 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