

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1999 Legislative Session

Resolution No. CR-69-1999

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Estepp, Bailey, Gourdine, Hendershot, Maloney,
Russell, Scott, Shapiro and Wilson

Date of Introduction November 23, 1999

RESOLUTION

1 A RESOLUTION concerning

2 Lease of County Hospital

3 For the purpose of approving an amendment to the Lease Agreement between Dimensions
 4 Health Corporation, formerly known as Community Hospital and Health Care Systems, Inc., and
 5 the County.

6 WHEREAS, a Lease Agreement was entered into between Community Hospital and Health
 7 Care Systems, Inc., and the County effective July 1, 1983 (the "Lease Agreement"), which Lease
 8 Agreement was approved by the County Council; and

9 WHEREAS, the Lease Agreement provides, in Section 22.05, for any amendment to the
 10 Lease Agreement to be approved by Resolution of the County Council; and

11 WHEREAS, amendments to the Lease Agreement were approved by CR-106-1985,
 12 adopted October 1, 1985; CR-14-1986, adopted January 21, 1986; CR-84-1987, adopted July 21,
 13 1987; and CR-30-1992, adopted May 5, 1992; and

14 WHEREAS, attached hereto for approval by the County Council is the form of the Fifth
 15 Amended and Restated Lease Agreement (the "Amended Lease") providing for revision of the
 16 legal description to save and except 1.7875 acres of land which is to be conveyed to the Town of
 17 Cheverly; and

18 WHEREAS, the County Council approved the disposition of the Property to the Town of
 19 Cheverly by CB-73-1998, adopted August 17, 1998; and

20 WHEREAS, the County Executive has recommended the approval of the Amended Lease,
 21 as being in the best interests of the citizens of the County; now, therefore,

1 BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the
2 Fifth Amended and Restated Lease Agreement between Dimensions Health Corporation and the
3 County, be and the same is hereby approved together with any other document(s) or
4 instrument(s) which the officials of the County executing the Amended Lease deem necessary or
5 desirable in order to effectuate the transactions contemplated by the Amended Lease.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
M. H. Jim Estepp
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into this _____ day of _____, 1999, by and between **PRINCE GEORGE'S COUNTY, MARYLAND**, a body corporate and politic, hereinafter the "Lessor" and **DIMENSIONS HEALTH CORPORATION** (formerly known as Community Hospital and Health Care Systems, Inc.) a Maryland non-profit corporation hereinafter the "Lessee" and **ALLFIRST TRUST COMPANY, NATIONAL ASSOCIATION (FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF MARYLAND), A NATIONAL BANKING ASSOCIATION**, Lessee's assignee (the "Master Trustee").

WHEREAS, Lessor and Community Hospital and Health Care Systems, Inc. entered into a Lease Agreement dated July 1, 1983; and

WHEREAS, the said Lease Agreement was amended by a Lease Amendment dated December 9, 1985; and

WHEREAS, the said Lease Agreement was amended a second time by a Second Lease Amendment dated January 26, 1986; and

WHEREAS, the said Lease Agreement was amended a third time by a Third Lease Amendment dated September 23, 1987; and

WHEREAS, the said Lease and Amendments thereto were superceded by a Fourth Amended and Restated Lease Agreement dated June 1, 1992, and recorded among the Land Records for Prince George's County in Liber 8348 Folio 1; and

WHEREAS, the Lessor now desires to convey 1.7875 acres of the Property subject to the aforesaid Lease Agreement to the Town of Cheverly; and

WHEREAS, the aforesaid Fourth Amended and Restated Lease Agreement must be amended to save and except the 1.7875 acre parcel from the operation and effect of the Lease Agreement in order for the Lessor to convey title to that parcel to the Town of Cheverly unencumbered by Lessee's interest; and

WHEREAS, the Lessee has assigned all of its right title and interest in the Fourth Amended and Restated Lease Agreement, including its right to amend the same, to the Master Trustee under the Master Trust Indenture dated June 1, 1992, as amended by and between the Lessee and the Master Trustee, pursuant to the Assignment, Estoppel and Assumption Agreement dated June 17, 1992 by and between the Lessee, the Lessor and the Master Trustee; and

WHEREAS, the Lessor agreed, pursuant to said Assignment, Estoppel and Assumption Agreement, to make no changes to the Fourth Amended and Restated Lease Agreement without the Master Trustee's consent, the Master Trustee's execution and delivery herein shall constitute said consent; and

WHEREAS, the aforesaid Fourth Amended and Restated Lease Agreement provides, in Section 22.05, that any amendment to the Lease Agreement must be approved by Resolution of the County Council; and

WHEREAS, all the prior amendments to the Lease Agreement were, in fact, approved by the following County Council Resolutions: CR-106-1985, adopted October 1, 1985; CR-14-1986, adopted January 21, 1986; CR-84-1987, adopted July 21, 1987; and CR-30-1992, adopted May 5, 1992; and

WHEREAS, this Lease Amendment was approved by Resolution of the County Council in CR-____-1999, adopted _____, 1999;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Leased Real Premises as described in the Fourth Amended and Restated Lease Agreement dated June 1, 1992, and recorded among the Land Records aforesaid in Liber 8348 Folio 1 (the "Restated Lease") is hereby revised to save and except all that piece or parcel of ground lying, situate and being in Second Election District, Prince George's County and described with particularity on Exhibit A attached hereto and incorporated herein by reference. The said parcel shall hereafter not be subject to the operation and effect of the Restated Lease and shall not be considered part of the Leased Real Premises as defined therein.

2. All terms and conditions of the Fourth Amended and Restated Lease Agreement which are not specifically repealed or amended by this Amendment shall remain in full force and effect. All provisions of the Fourth Amended and Restated Lease Agreement shall be construed to conform to the provisions of this Amendment; and the provisions of this Amendment shall prevail in the case of a conflict between the two documents.

PRINCE GEORGE'S COUNTY, MARYLAND

BY: _____

P. Michael Errico

Title: Deputy Chief Administrative Officer for
Governmental Operations/Environmental
Services

ATTEST:

DIMENSIONS HEALTH CORPORATION

By: _____
Title: _____

ATTEST:

Secretary

**ALLFIRST TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____
Title: _____

ATTEST:

Secretary

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

On this _____ day of _____, 19____, before me, _____,
the undersigned Notary Public, personally appeared P. Michael Errico, who acknowledged
himself to be the Deputy Chief Administrative Officer for Governmental Operations/
Environmental Services of PRINCE GEORGE'S COUNTY, MARYLAND, a body politic and
corporate, and that as such Deputy Chief Administrative Officer for Governmental Operations/
Environmental Services, being authorized so to do, executed the foregoing Instrument for the
purposes therein contained, by signing in the name of the corporation by himself as Chief
Administrative Officer, and that he has the power and authority to sign in said capacity to bind
the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

On this _____ day of _____, 19____, before me, _____,
The undersigned Notary Public, personally appeared _____, who acknowledged
_____self to be the _____ of Dimensions Health Corporation, a
Maryland corporation, and that as such _____, being authorized so to do,
executed the foregoing Instrument for the purposes therein contained, by signing in the name of
the corporation by _____ self as _____, and that she/he has the power
and authority to sign in said capacity to bind the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

On this _____ day of _____, 19____, before me, _____,
The undersigned Notary Public, personally appeared _____, who acknowledged
_____self to be the _____ of Allfirst Trust Company, National
Association (formerly known as the First National Bank of Maryland), a national banking
association, and that as such _____, being authorized so to do, executed the
foregoing Instrument for the purposes therein contained, by signing in the name of the
corporation by _____ self as _____, and that she/he has the power and
authority to sign in said capacity to bind the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires