

**COUNTY COUNCIL OF  
DORCHESTER COUNTY, MARYLAND****RESOLUTION NO. 617**

**A RESOLUTION** of the County Council of Dorchester County, Maryland (the “County Council”) providing for the issuance and sale by Dorchester County, Maryland (the “County”), upon its faith and credit, of \$30,650,000 in aggregate principal amount of its general obligation, fully registered bonds, subject to adjustment upward or downward as provided herein so long as the final aggregate principal amount of such bonds does not exceed \$30,650,000, issued pursuant to the authority of Sections 10-203 and 19-401 of the Local Government Article of the Annotated Code of Maryland (as amended), the Charter of the County, and Bill No. 2017-6, passed by the County Council of the County (the “County Council”) on July 18, 2017 and effective on September 18, 2017, to be designated as “Dorchester County, Maryland Public Facilities Bonds of 2018”, the proceeds of the sale thereof to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the public purpose projects identified herein and costs of issuance; prescribing the form and tenor of the bonds and the terms and conditions for the issuance and sale thereof at public sale, including the form of the official notice of sale (subject to modification) and all other details incident to the issuance, sale and delivery of the bonds; authorizing the County Manager to execute and deliver an order or orders determining certain matters provided for herein in connection with the sale of the bonds; authorizing and approving the preparation and distribution of a preliminary and a final official statement in connection with the sale of the bonds; selecting a bond registrar and paying agent for the bonds and providing for certain determinations in accordance with such engagement; authorizing the preparation, execution and delivery of a continuing disclosure undertaking pursuant to Securities and Exchange Commission Rule 15c2-12 and covenanting to provide continuing disclosure relating to the bonds; providing for the disbursement and investment of the proceeds of the bonds; providing for the levy and collection of any taxes necessary for the prompt payment of the maturing principal of and interest on the bonds; providing that the full faith and credit and unlimited taxing power of the County shall be pledged to the payment of such principal and interest; providing that the principal of and interest on the bonds also may be paid from any other sources of revenue lawfully available to the County for such purpose; making certain covenants and determinations relating to the tax-exempt status of the bonds; providing for the engagement of bond counsel and the financial advisor to the County; providing for the payment or prepayment of a certain bond anticipation note identified herein; providing that the provisions of this Resolution shall be liberally construed; and generally relating to the sale, issuance, delivery and payment of and for the bonds.

**RECITALS:**

1. For convenience of reference throughout this Resolution, Dorchester County, Maryland, a validly created and existing body corporate and politic of the State of Maryland, is hereinafter referred to as the “County”.

2. The authority for the powers herein exercised is contained in, as applicable, Sections 10-203 and 19-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), Section 509 of the Charter of Dorchester County, Maryland, as replaced, supplemented or amended (the “Charter”), and Bill

No. 2017-6, passed by the County Council of the County (the "County Council") on July 18, 2017 and effective on September 18, 2017 ("Bill No. 2017-6").

3. Bill No. 2017-6 authorizes the issuance by the County from time to time of one or more series of general obligation bonds in an aggregate principal amount not exceeding \$31,000,000 (the "Authorized Bonds") for the public purpose of financing, reimbursing or refinancing costs of the projects identified in Recital 4 below, including, without limitation, costs of the following activities, to the extent applicable: planning, design, architectural, engineering, surveying, studies, bidding, acquisition of land or other property rights, site development, utilities, landscaping, acquisition, demolition and removal, construction, reconstruction, renovation, rehabilitation, expansion, enlargement, construction management, improvement, installation, equipping, and furnishing, together with the costs of related items, appurtenances and incidental activities or expenses, capitalized interest during construction and for a reasonable period thereafter, whether or not specifically stated, legal, financial and administrative expenses, and costs of issuance of any borrowing therefor, and which may represent the County's share or contribution to the financing or refinancing of such projects (collectively, "Costs").

4. The projects identified in Section 1 of Bill No. 2017-6 are defined collectively therein as the "Projects" and are defined herein as the "Authorized Projects", and the maximum principal amounts of any bonds allocated to each of such Authorized Projects pursuant to Bill No. 2017-6, are as follows:

<b>Department/Agency</b>	<b>Description</b>	<b>Maximum Principal Amount</b>
Board of Education	Replace NDHS	\$20,300,000
Finance	Replace Finance Hardware/software	\$700,000
Public Safety – Emerg. Comm.	Replace Radio System	\$10,000,000

Section 1 of Bill No. 2017-6 provides as follows: "It is hereby recognized and acknowledged that the Project identified above under the Department/Agency category of "Board of Education" and under the Description category with a designation of "Replace NDHS" was included in the Capital Budgets of the County for Fiscal Years 2016 and 2017 under the Department/Agency category of "Board of Education" and under the Description category with a designation of "NDHS Replacement Planning/Design". The other two Projects were identified for the first time in the Capital Budget of the County for Fiscal Year 2018. Any such Capital Budgets are necessarily subject to change because of corresponding changes in construction and other costs, Project time schedules, availability of other funding sources and other circumstances not now known or anticipated. It is the purpose and intent of this Act to authorize the borrowing of money to finance, reimburse or refinance Costs of the Projects identified in this Section 1 as any such Project is referenced in the Capital Budgets for Fiscal Year 2016 to 2018, inclusive, as the same may be amended, and in any subsequent Capital Budget or capital improvement program, as originally approved or as amended, unless otherwise contrary to applicable law, subject to the limitations set forth in Section 4 hereof."

5. Pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented and amended (the "Bond Anticipation Note Act"), and Section 3 of Bill No. 2017-6, the County, by resolution, was authorized to issue and sell from time to time, upon its full faith and credit, general obligation bond anticipation notes in one or more series in an aggregate principal amount not exceeding \$31,000,000.00 (the "Authorized Notes") prior to and in anticipation of the sale of the Authorized Bonds in order to finance or reimburse Costs of the Authorized Projects on an interim basis.

6. Pursuant to the authority of the Bond Anticipation Note Act, Bill No. 2017-6 and Resolution No. 603, adopted by the County Council on September 19, 2017 and effective on September 19, 2017, as modified to date ("Modified Resolution No. 603"), the County issued on October 2, 2017 to 1880 Bank its Dorchester County, Maryland Public Facilities Bond Anticipation Note of 2017 in the original principal amount of \$8,491,354 (the "2017 Note"), in order to finance or reimburse Costs of the Authorized Projects identified in Modified Resolution No. 603 in the maximum principal amounts listed below for each such Authorized Project:

<b>Department/Agency</b>	<b>Description</b>	<b>Maximum Principal Amount</b>
Board of Education	Replace NDHS	\$5,191,354.00
Public Safety – Emerg. Comm.	Replace Radio System	\$3,300,000.00

Modified Resolution No. 603 further provided that the County, without notice to or the consent of the registered owner of the 2017 Note, may reallocate the maximum principal amount of the 2017 Note to be spent among the Authorized Projects referenced above in accordance with applicable County budgetary procedures or applicable law.

7. The County Council, upon the advice of the financial advisor to the County, has determined that it is in the best interest of the County to sell the bonds authorized hereby to the best bidder therefor at public sale by competitive bid due to the size of the issue.

8. Prior to the issuance of the bonds provided for herein, the Director of Finance of the County (the "Director of Finance") shall certify that the issuance of such bonds shall not cause the County to violate any debt limitation provided for in the Enabling Act, Section 509 of the Charter or any other applicable law.

**BE IT RESOLVED BY THE COUNTY COUNCIL OF DORCHESTER COUNTY, MARYLAND THAT:**

Section 1.

(a) The Recitals to this Resolution are incorporated by reference herein and made a substantive part hereof. Capitalized terms used in the Sections of this Resolution and not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Resolution.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of public local laws of the County (the "County Code")

or other applicable law or authority to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the County Code or other applicable law or authority, (iii) to any person who serves in a "deputy", "associate" or "assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the County Code, the official, however known, who is charged under the Charter, the County Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Resolution to "principal amount" or "amount" shall be construed to refer to "par amount".

Section 2.

(a) Subject to the further provisions of this Section 2 and the provisions of Section 4 hereof, acting pursuant to the authority of the Enabling Act, the Charter and Bill No. 2017-6, the County hereby determines to borrow money and incur indebtedness for the public purpose of providing funds to finance, reimburse or refinance Costs of the Projects identified below as provided further herein, including by prepaying or paying at maturity the 2017 Note. The maximum par amount of Bonds identified in Section 3 hereof shall be allocated among the Projects in the amounts set forth below (exclusive of any reoffering premium available for such purpose), subject to such variations or modifications as are provided in Bill No. 2017-6 and this Resolution:

<b>Department/Agency</b>	<b>Description</b>	<b>Maximum Principal Amount</b>
Board of Education	Replace NDHS	\$20,300,000
Finance	Replace Finance Hardware/software	\$700,000
Public Safety - Emerg. Comm.	Replace Radio System	\$9,500,000
N/A	Costs of Issuance	\$150,000
	<b>TOTAL</b>	<b>\$30,650,000</b>

The projects identified in the table above are referred to herein as the "Projects".

Notwithstanding the foregoing allocation of the maximum principal amount of the Bonds to the Projects, the County, without notice to or the consent of the registered owners of the Bonds, may reallocate the maximum principal amount of the Bonds to be spent among the Projects referenced above in accordance with applicable County budgetary procedures or applicable law.

Notwithstanding the foregoing, the maximum par amount of the Bonds to be appropriated and applied to Costs of the Projects may be adjusted by the County Manager of the County (the "County Manager"), with the advice of the Director of Finance and bond counsel to the County, in order to account for tax considerations relating to expected expenditures with respect to the

Projects or other tax considerations, in order to account for the availability of other moneys for application to Costs of the Projects, or in order to account for anticipated or actual reoffering premium in connection with the sale of the Bonds in order to avoid an over-issuance problem, both before or after the sale of the Bonds, including, without limitation, to eliminate the application of the par amount of the Bonds to any of the Projects. Any such adjustments shall be reflected in the Section 148 Certificate provided for in Section 17 of this Resolution.

(b) As provided in Section 1 of Bill No. 2017-6, it is hereby recognized and acknowledged that (i) the Project identified in subsection (a) above as "Replace NDHS" was included in the Capital Budgets of the County for Fiscal Years 2016 and 2017 under the Department/Agency category of "Board of Education" and under the Description category with a designation of "NDHS Replacement Planning/Design", (ii) the Project identified in subsection (a) above as "Replace Radio System" was identified for the first time in the Capital Budget of the County for Fiscal Year 2018, (iii) any such Capital Budgets are necessarily subject to change because of corresponding changes in construction and other costs, Project time schedules, availability of other funding sources and other circumstances not now known or anticipated, and (iv) it is the purpose and intent of this Resolution to authorize the borrowing of money to finance, reimburse or refinance Costs of the Projects identified in this Resolution as any such Project is referenced in the Capital Budgets for Fiscal Year 2016 to 2018, inclusive, as the same may be amended, and in any subsequent Capital Budget or capital improvement program, as originally approved or as amended, unless otherwise contrary to applicable law.

Section 3. To evidence the borrowing and indebtedness referred to in Section 2 hereof, the County, acting pursuant to the authority of the Enabling Act, the Charter, Bill No. 2017-6, shall issue and sell, upon its faith and credit, Thirty Million Six Hundred Fifty Thousand Dollars (\$30,650,000), or lesser aggregate principal amount, of its general obligation, fully registered bonds to be known as the "Dorchester County, Maryland Public Facilities Bonds of 2018" (the "Bonds" and individually a "Bond"). The proceeds of the sale of the Bonds shall be used and applied as provided in this Resolution.

Section 4.

(a) Subject to the provisions of Section 10 hereof, the Bonds shall be dated the date of their delivery and shall be issued initially in book-entry only form as fully registered bonds, without coupons attached, by issuing a single bond for each maturity registered in the name of Cede & Co., as partnership nominee for The Depository Trust Company, New York New York, or its successor ("DTC"); provided that, if DTC so requests, or a system of book-entry only registration of the Bonds is discontinued, replacement bonds shall be issued in denominations of \$5,000 and integral multiples thereof and shall be consecutively numbered in such manner as shall be determined by the Bond Registrar and Paying Agent (as defined in Section 12 of this Resolution).

(b) Subject to the provisions of Section 2 of this Resolution and this Section 4, the Bonds shall mature in serial maturities and/or by mandatory sinking fund redemptions as designated by the successful bidder for the Bonds in accordance with the official Notice of Sale provided for in Section 10 hereof, on January 1 in the following years and amounts:

<u>Date</u>	<u>Serial Maturity or Sinking Fund Payment</u>	<u>Date</u>	<u>Serial Maturity or Sinking Fund Payment</u>
01/01/2020	\$ 770,000	01/01/2030	\$1,585,000
01/01/2021	1,020,000	01/01/2031	1,640,000
01/01/2022	1,075,000	01/01/2032	1,700,000
01/01/2023	1,125,000	01/01/2033	1,760,000
01/01/2024	1,185,000	01/01/2034	1,820,000
01/01/2025	1,240,000	01/01/2035	1,885,000
01/01/2026	1,305,000	01/01/2036	1,950,000
01/01/2027	1,370,000	01/01/2037	2,020,000
01/01/2028	1,440,000	01/01/2038	2,090,000
01/01/2029	1,510,000	01/01/2039	2,160,000

(c) The \$30,650,000 aggregate principal amount of Bonds provided for in the foregoing amortization schedule is based on an assessment of market conditions in mid-September 2018. The County Council hereby determines that it is in the best interest of the County to authorize and empower the County Manager, with the advice of the Director of Finance, the financial advisor to the County and bond counsel to the County, to adjust the amortization schedule set forth in this Section 4 from time to time prior to the sale of the Bonds in order to (i) increase or decrease the aggregate principal amount of the Bonds, and/or eliminate maturities, and to correspondingly adjust one or more of the principal amounts of the serial maturities/mandatory sinking fund installments provided for in the foregoing amortization schedule upward or downward, in order to account for anticipated reoffering premium that may be applied to Costs of the Projects so as to avoid an over-issuance problem, to address tax considerations, to account for the availability of other moneys for application to Costs of the Projects, to account for adjustments in the maximum par amount of the Bonds to be allocated to the Projects as provided for in Section 2 hereof or to account for any other legal or financial considerations, (ii) correct typographical or calculation errors, (iii) reflect then-current market conditions and/or (iv) address financial considerations impacting the County (including, without limitation, taking into account other debt service obligations of the County or the availability of other moneys for application to Costs of the Projects); provided that, the aggregate principal amount of the Bonds, as so adjusted, shall not exceed \$30,650,000. Any such adjustments contemplated by this Section 4 (i) shall be reflected in the Preliminary Official Statement provided for in Section 11 hereof if such determination is made prior to the release of such Preliminary Official Statement or (ii) shall be communicated in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof if such determination is made after the release of such Preliminary Official Statement.

In addition, the aggregate principal amount of the Bonds and the amount of each maturity of the Bonds shall be subject to adjustment after receipt of bids in accordance with the provisions of the official Notice of Sale provided for in Section 10 hereof.

(d) The Bonds shall bear interest at the rate or rates named by the successful bidder therefor in accordance with the terms of the official Notice of Sale provided for in Section 10 of this Resolution and as approved by the County Manager's execution and delivery of an order or orders

upon award of the Bonds. Interest on the Bonds shall be payable on July 1, 2019 and semi-annually thereafter on each January 1 and July 1 until maturity or prior redemption. Interest payments due on the Bonds shall be made to the registered owners thereof who are the registered owners of record as of the 15<sup>th</sup> day of the month immediately preceding each interest payment date. The Bonds shall bear interest from the most recent date to which interest has been paid or, if no interest has been paid, from their dated date. Interest shall be computed on the basis of a 360-day year consisting of 12 30-day months.

(e) The principal or redemption price of the Bonds shall be payable at the office designated by the Bond Registrar and Paying Agent. Interest on the Bonds shall be payable by check or draft of the Bond Registrar and Paying Agent mailed to the owners thereof; provided that, so long as the Bonds are registered in book-entry form under a book-entry only system maintained by DTC or any replacement Securities Depository provided for in Section 6 hereof, payments of the principal or redemption price of and interest on the Bonds shall be made as required by the rules and regulations of DTC or such replacement Securities Depository.

Section 5. (a) Subject to the further provisions of this Resolution, the Bonds maturing on or after January 1, 2029 are subject to redemption at the option of the County, as a whole or in part, on any date on or after January 1, 2028 in any order of maturities directed by the County, at a redemption price of 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, plus interest accrued on the principal amount being redeemed to the date fixed for redemption, without premium or penalty.

(b) If the successful bidder for the Bonds designates any two or more sequential annual maturities of the Bonds provided for in Section 4(b) above as mandatory sinking fund payments for a term bond (a "Term Bond") in accordance with the official Notice of Sale provided for in Section 10 hereof, such Term Bond shall be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount thereof on such dates and in such principal amounts as specified by the successful bidder for the Bonds, plus accrued interest to the date fixed for redemption.

(c) If fewer than all of the outstanding Bonds shall be called for optional redemption, the County shall choose the maturities to be redeemed and the principal amount of each such maturity in its sole discretion. If fewer than all of the Bonds of any one maturity shall be called for optional or mandatory sinking fund redemption, the particular Bonds or portions thereof to be redeemed from such maturity shall be selected by lot by the Bond Registrar and Paying Agent; provided that, so long as all of the Bonds are registered in book-entry only form in accordance with Section 6 hereof, such selection shall be made by DTC or any replacement Securities Depository, as applicable, in accordance with its rules and regulations.

(d) When less than all of a Bond in a denomination in excess of \$5,000 is redeemed, then, upon surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations specified by the registered owner. The aggregate face amount of Bonds so issued shall be equal to the unredeemed balance of the principal amount of the Bond surrendered, and the Bonds issued shall bear interest at the same rate and shall mature on the same date as the unredeemed balance of the Bond surrendered.

(e) When the Bonds are to be redeemed (whether by optional or mandatory sinking fund redemption), the County shall cause a redemption notice to be given to the registered owners of the Bonds to be redeemed in whole or in part by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Bond Registrar and Paying Agent; provided, however, that the failure to mail a redemption notice or any defect in a notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings of any Bonds. The redemption notice shall state (i) whether the Bonds are to be redeemed in whole or in part and, if in part, the maturities, numbers, principal amounts, interest rates and CUSIP numbers of the Bonds to be redeemed, (ii) that the interest on the Bonds (or portions thereof) to be redeemed shall cease to accrue on the date fixed for redemption, (iii) the date fixed for redemption, (iv) the address of the office of the Bond Registrar and Paying Agent with a contact person and phone number, and (v) that the Bonds to be redeemed in whole or in part shall be presented for redemption and payment on the date fixed for redemption at the designated office of the Bond Registrar and Paying Agent. Such notice may state that it is conditioned upon receipt of sufficient funds to effect such redemption by the date fixed for redemption. Notwithstanding anything to the contrary contained in this subsection (f), so long as the Bonds to be redeemed are registered in book-entry only form with a Securities Depository, any redemption notice relating to the Bonds shall be given in the manner and at the time required by the rules and regulations of such Securities Depository.

(f) From and after the date fixed for redemption, if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds or portions thereof designated for redemption shall cease to bear interest from and after such date. Upon presentation and surrender for redemption, the Bonds or portions thereof to be redeemed shall be paid by the Bond Registrar and Paying Agent at the redemption price, plus accrued interest to the date fixed for redemption. If they are not paid upon presentation, the Bonds or portions thereof designated for redemption shall continue to bear interest at the rate or rates stated therein until paid.

Section 6. Except as otherwise provided in this Resolution, the registered owner of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede & Co. ("Cede"), as partnership nominee of DTC. Payment of interest on any Bond, as applicable, shall be made in accordance herewith for the account of Cede on each interest payment date at the address indicated for Cede in the bond register maintained by the Bond Registrar and Paying Agent for such series of the Bonds (the "Bond Register"). So long as Cede is the registered owner of the Bonds, the form of the Bonds shall be substantially as set forth in Exhibit A hereto.

The Bonds shall be initially issued in the form of a single fully registered Bond in the aggregate principal amount of each maturity. Upon initial issuance, the ownership of each such Bond shall be registered on the Bond Register in the name of Cede, as partnership nominee of DTC. With respect to the Bonds so registered in the name of Cede, the County and the Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the DTC, Cede or any DTC participant (references herein to "DTC participants" shall be deemed to refer to direct participants or indirect participants of DTC, as the context requires) or any nominee of a beneficial owner of any of the Bonds (a "Beneficial Owner") with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any DTC participant, Beneficial Owner or other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, Beneficial

Owner or other person, other than Cede, as partnership nominee of DTC, of any amount with respect to the principal or redemption price of, or interest on, the Bonds. With respect to the Bonds so registered in the name of Cede, the County and the Bond Registrar and Paying Agent may treat and deem Cede, as partnership nominee of DTC, as the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (i) payment of the principal or redemption price of, and interest on, each such Bond, (ii) giving notices of redemption and other matters with respect to each such Bond, and (iii) registering transfers with respect to each such Bond. The Bond Registrar and Paying Agent shall pay the principal or redemption price of, and interest on, the Bonds only to or upon the order of Cede or as otherwise required by DTC, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to such principal, redemption price and interest, to the extent of the sum or sums so paid. So long as the Bonds are registered in book-entry-only form, no person other than DTC shall receive a Bond evidencing the obligation of the County to make payments of principal of and interest on the Bonds, unless the Bonds are held by the Bond Registrar and Paying Agent under DTC's "FAST" system or unless DTC discontinues its services or is replaced as provided herein.

Upon delivery by DTC to the Bond Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new partnership nominee in place of Cede, the word "Cede" herein shall refer to such new partnership nominee of DTC, provided that, notwithstanding any provision of this Resolution to the contrary, until the termination of the book-entry-only system of registration of the Bonds, the Bonds may be transferred in whole, but not in part, only to a partnership nominee of DTC, or by a nominee of DTC to DTC or any nominee thereof.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving not less than 30 days' prior written notice to the County and the Bond Registrar and Paying Agent and discharging its responsibilities with respect thereto under applicable law.

The County, at its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the County determines that the continuation of the system of book-entry-only transfer through DTC is not in the best interests of the Beneficial Owners of the Bonds or is burdensome to the County.

Upon the termination of the services of DTC with respect to the Bonds, the Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede, as partnership nominee of DTC. In such event, the County shall issue and the Bond Registrar and Paying Agent shall authenticate, transfer and exchange Bond certificates in like principal amounts, in authorized denominations, to DTC participants or the identifiable Beneficial Owners (as identified by DTC or the DTC participants) in replacement of such Beneficial Owners' beneficial interests in the Bonds in such form as deemed appropriate by the County Manager and the Director of Finance and approved by bond counsel. Notwithstanding the preceding sentence, if the County designates a replacement Securities Depository, the County shall issue and the Bond Registrar and Paying Agent shall transfer and exchange a Bond certificate or certificates, in such name as is directed by the replacement Securities Depository, in the amount of Bonds then outstanding and the Securities Depository shall take such other action as is necessary so that the beneficial ownership interests of the Beneficial Owners are properly reflected on the records of the replacement Securities Depository and its participants. In such event, references herein to "DTC" shall be deemed to refer

to the replacement Securities Depository and references herein to "Cede" shall be deemed to refer to the replacement Securities Depository, or its nominee, as the context requires.

The County and the Bond Registrar and Paying Agent may conclusively rely on (A) a certificate of DTC or any other Securities Depository as to the identity of the participants in the book-entry system, and (B) a certificate of such participants as to the identity of, and the respective principal amounts of Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the Bonds, beneficial ownership thereof is determined by a book-entry-only system at DTC or another Securities Depository, the requirements of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC or such other Securities Depository as to registering or transferring the book-entry to produce the same effect.

If and to the extent any Bond is registered in the name of Cede as partnership nominee of DTC: (i) the Bond Registrar and Paying Agent shall give DTC all special notices required by the Blanket Letter of Representations (previously executed by the County and delivered to DTC) at the times, in the forms and by the means required by the Blanket Letter of Representations or as otherwise required by DTC; (ii) the Bond Registrar and Paying Agent shall make payments to Cede at the times and by the means specified in the Blanket Letter of Representations or as otherwise required by DTC; (iii) Cede shall not be required to surrender Bonds which have been partially paid or prepaid to the extent permitted by the Blanket Letter of Representations or as otherwise required by DTC; and (iv) the Bond Registrar and Paying Agent shall set a special record date (and shall notify the registered owners of the Bonds thereof in writing) prior to soliciting any Bondholder consent or vote, such notice to be given not less than 10 calendar days prior to such record date or as otherwise required by DTC. Each of the County Manager and the Director of Finance is authorized to approve, execute and deliver to DTC any replacement Blanket Letter of Representations or such other Letter of Representations as may be deemed necessary or desirable while the Bonds are outstanding.

References in this Section 6 to DTC shall be deemed to refer to any successor entity to DTC.

Section 7. The Bonds shall be executed in the name of the County and on its behalf by the President of the County Council, by manual or facsimile signature. The corporate seal of the County shall be affixed to the Bonds (manually or by facsimile) and attested by the signature of the County Manager, the Director of Finance, the Executive Administrative Specialist of the County or any other authorized official, by manual or facsimile signature. The Bonds shall be issued subject to registration as to principal and interest in the name of the owner or owners thereof on the books kept for registration and registration of transfer of the Bonds at the designated office of the Bond Registrar and Paying Agent. The Bonds shall be authenticated by the manual signature of an authorized officer of the Bond Registrar and Paying Agent. The Bonds shall not be valid for any purpose or constitute an obligation of the County unless so authenticated. In the event any official of the County whose signature appears on the Bonds shall cease to be such official prior to the delivery of the Bonds, or, in the event any such official whose signature appears on the Bonds shall have become such after the date of issue thereof, the Bonds shall nevertheless be valid and binding obligations of the County in accordance with their terms.

Section 8.

(a) The Bonds shall be transferable only upon the Bond Register kept at the designated office of the Bond Registrar and Paying Agent and by the registered owner in person, or by his duly authorized attorney in writing, upon surrender thereof, together with a written instrument of transfer in the form attached thereto and satisfactory to the Bond Registrar and Paying Agent and duly executed by the registered owner thereof in person, or by his attorney duly authorized in writing, but no Bond will be transferred unless the Security Depository then in place determines to discontinue providing its services as a securities depository or directs that the Bonds be re-registered in a different name or denomination, or unless the Securities Depository then in place is removed.

(b) The Bonds may be transferred or exchanged at the designated office of the Bond Registrar and Paying Agent. Upon any such transfer or exchange, the County shall issue, and the Bond Registrar and Paying Agent shall authenticate and deliver, a new registered Bond or Bonds in authorized denomination or denominations equal to the aggregate principal amount of the Bond transferred or exchanged, with the same maturity date, and bearing interest at the same rate. In each case, the Bond Registrar and Paying Agent may require payment by the registered owner requesting such transfer or exchange of any tax, fee or other governmental charge, shipping charges or insurance that may be required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the registered owner for such transfer or exchange.

(c) The Bond Registrar and Paying Agent shall not be required to transfer or exchange any Bond after the mailing or giving of notice of call of such Bond or portion thereof for redemption.

Section 9. Except as provided hereinafter or in a resolution or resolutions of the County Council adopted prior to the issuance of the Bonds, the Bonds shall be issued in substantially the form attached hereto as Exhibit A. Appropriate variations and insertions may be made by the President of the County Council to provide names, dates, numbers and amounts, to reflect any determinations made in accordance with the provisions of this Resolution, or to make other modifications not materially altering the substance of the Bonds, including (without limitation) to comply with recommendations of legal counsel, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the Bonds from such rating agency. All of the covenants contained in the form attached hereto as Exhibit A, as such form may be completed in accordance with the provisions of this Section 9, are hereby adopted by the County as and for the form of obligations to be incurred by the County, and the covenants and conditions contained therein are hereby made binding upon the County, including the promise to pay therein contained. The execution and delivery of the Bonds by the President of the County Council in accordance with this Resolution shall be conclusive evidence of the approval by the President of the County Council of the form of the Bonds and any variations, insertions, omissions, notations, legends or endorsements authorized by this Resolution.

Section 10.

(a) Subject to the further provisions of this Section 10, the Bonds shall be offered for public sale at competitive bidding, subject to the terms and conditions of Bill No. 2017-6 and this Resolution, at the offices of the County Manager, 501 Court Lane, Cambridge, Maryland 21613, on October 17, 2018 or at such other date, time or place as may be directed by the County Manager

with the advice of the Director of Finance and the financial advisor to the County. Electronic bids only shall be received until 10:45 a.m. (locally prevailing Eastern time) (determined in accordance with the BiDCOMP/Parity® system by which electronic bids shall be made) on the date fixed for sale, unless the County Manager with the advice of the Director of Finance and the financial advisor to the County determines in accordance with this Section 10 that bids for the Bonds shall be received at a different time. The Bonds shall be delivered on October 30, 2018 or such earlier or later date as may be directed by the County Manager. The County Manager is hereby authorized and empowered to fix such other date, time or place for the sale of the Bonds or date of delivery of the Bonds as he shall determine as necessary or appropriate for the sale of the Bonds, based on the advice of the Director of Finance, the financial advisor to the County and bond counsel to the County.

(b) Subject to the further provisions of this Section 10, the County Manager shall sell the Bonds for cash at no less than par to the bidder therefor whose bid is deemed to be the best responsible bid received in compliance with the terms and conditions of the official Notice of Sale. The successful bidder will be required to provide a good faith deposit of 1% of the par amount of the Bonds (such 1% amount to be based on the par amount of the Bonds provided for in the official Notice of Sale included in the Preliminary Official Statement), unless the County Manager, with the advice of the Director of Finance and the financial advisor to the County, determines another amount is appropriate, which such other amount (i) shall be reflected in the Preliminary Official Statement provided for in Section 11 hereof if such determination is made prior to the release of such Preliminary Official Statement or (ii) shall be communicated in accordance with the provisions of the official Notice of Sale provided for in this Section 10 hereof if such determination is made after the release of such Preliminary Official Statement.

(c) The County Manager is hereby authorized and directed to publish or cause to be published the official Notice of Sale of the Bonds or a summary thereof at least twice in one or more daily or weekly newspapers having a general circulation in the County, the first such publication to be not less than 10 days prior to the date of sale initially determined by the County Manager in accordance with the provisions of this Section 10. The County Manager may give such other notice of the sale, within and without the State of Maryland, by publication or otherwise, as the County Manager or the Director of Finance may deem appropriate; such other notice may include (without limitation) publication of the official Notice of Sale or a summary thereof in The Bond Buyer, a financial journal published in New York. Any summary of the official Notice of Sale published in accordance with this Section 10 shall detail the serial maturities/mandatory sinking fund installments for the Bonds (subject to adjustment as provided for in this Resolution), the aggregate principal amount of each maturity (subject to adjustment as provided for in this Resolution), the redemption provisions for the Bonds (subject to adjustment as provided for in this Resolution), provide that copies of the complete official Notice of Sale may be obtained upon request, and contain such other provisions as bond counsel to the County and the financial advisor to the County may recommend.

(d) The official Notice of Sale, as the same may be modified as provided in subsection (g) below, shall govern the terms and conditions upon which the Bonds shall be sold, and no bids for the Bonds shall be entertained except pursuant to the electronic bids provided for in the official Notice of Sale. The official Notice of Sale (subject to further modification as provided in this

Section 10) shall be included as an appendix to any Preliminary Official Statement circulated in accordance with Section 11 of this Resolution.

(e) The official Notice of Sale shall be in substantially the form set forth in Exhibit B hereto and the terms and conditions stated in such Notice of Sale are hereby adopted and approved as the terms and conditions under which and the manner in which the Bonds shall be sold, issued and delivered at public sale, subject to the further provisions hereof. Appropriate insertions and variations may be made to the form set forth in Exhibit B hereto prior to the release of the Preliminary Official Statement provided for in Section 11 hereof and/or the publication of the official Notice of Sale or a summary thereof to provide dates, numbers, amounts and other matters not substantially affecting the County's promises and covenants, and the County Manager is authorized to make such insertions and variations, and to make such further changes, modifications, alterations, deletions and additions to the official Notice of Sale and terms and conditions thereof as he may deem necessary, appropriate or desirable to carry into effect the intent and purposes of Bill No. 2017-6 and of this Resolution (including pursuant to Sections 2, 4, 5 or 10 hereof) or to comply with the recommendations of bond counsel to the County or the financial advisor to the County, such changes to include such matters as changes to dates (including any changes to the dated date of the Bonds, principal and/or interest payment dates, redemption dates, the aggregate par amount of the Bonds, the amortization schedule for the Bonds, the date of sale or the date of delivery of the Bonds), numbers and amounts and other matters not substantially affecting the County's promises and covenants. In addition, the County Manager is hereby expressly authorized, on behalf of the County, to make changes to (i) the bid specifications provided for in the form of Notice of Sale attached hereto as Exhibit B (including, without limitation, to the percentage in excess of par at which prices for the Bonds may be submitted, the manner of adjusting the amortization schedule pre- or post-sale, the maximum interest rate, the maximum spread between the lowest and highest interest rates bid by a bidder, or the amount of or method of delivery for the good faith deposit) and/or (ii) the method of establishing the issue price of the Bonds in accordance with Section 1.148-1 of the Arbitrage Regulations (as defined herein), including expanding the provisions of the form of Notice of Sale to allow for alternative methods of establishing such issue price, prior to the release of the Preliminary Official Statement provided for in Section 11 hereof and/or the publication of the official Notice of Sale or a summary thereof in order to reflect shifting market conditions or other financial or legal considerations, based on the recommendations of the Director of Finance, the financial advisor to the County and bond counsel to the County. The terms and conditions stated in the final and official Notice of Sale, as the same may be modified as provided in subsection (g) below, are made a part hereof and are hereby adopted and approved as the terms and conditions under which and the manner in which the Bonds shall be sold, issued and delivered at public sale, subject to the further provisions of this Section 10.

(f) The County Manager, on behalf of the County, with the advice of the Director of Finance and the financial advisor to the County, is hereby authorized to postpone and reschedule the date of sale in accordance with the official Notice of Sale provided for herein and in accordance with applicable provisions of the Enabling Act, the Charter, Bill No. 2017-6 and this Resolution.

(g) The County Manager, on behalf of the County, is hereby further authorized and empowered to make any determinations or to take any actions provided for in this Resolution or

the official Notice of Sale subsequent to the date of publication of such official Notice of Sale or a summary thereof including, without limitation, modifying the bid specifications for the Bonds (including, without limitation, the percentage in excess of par at which prices for the Bonds may be submitted, the manner of adjusting the amortization schedule pre- or post-sale, the maximum interest rate, the maximum spread between the lowest and highest interest rates bid by a bidder, or the amount of or method of delivery for the good faith deposit) or the provisions for establishing the issue price of the Bonds, based on the recommendation of the financial advisor to the County and bond counsel to the County to reflect then-current municipal market conditions or other financial or legal considerations and changing the dated date of the Bonds, the principal, interest and/or redemption dates with respect to the Bonds, the aggregate par amount of the Bonds, the amortization schedule for the Bonds, the date of sale or the date of delivery of the Bonds, and providing for notification of the postponement or rescheduling of the date of sale for the Bonds (any of which such modifications shall be announced by BiDCOMP/Parity@/www.i-dealprospectus.com or TM3 News Service prior to the sale). No re-publication of the Notice of Sale or a summary thereof shall be required if the original date of sale is postponed or rescheduled from time to time, the aggregate principal amount of the Bonds and/or the principal amount of each maturity of the Bonds is adjusted, or the principal payment dates, interest payment dates or redemption provisions are adjusted as contemplated by Sections 2, 4 or 5 hereof or this Section 10, the dated date of the Bonds or the date of delivery of the Bonds is changed or if changes to the bid specifications for the Bonds or provisions for establishing the issue price of the Bonds are made in accordance with the provisions of this Section 10 and such date, amount, bid specification changes or issue price determination modifications are disseminated by BiDCOMP/Parity@/www.i-dealprospectus.com or TM3 News Service as provided in this Section 10.

(h) Any actions taken by the County Manager in accordance with this Section 10 may be evidenced conclusively by such official's execution and delivery of an order or orders pursuant to the provisions of and within any limitations specified in this Resolution and the official Notice of Sale.

(i) For purposes of clarification, the form of Notice of Sale as included in the Preliminary Official Statement, as the same may be further modified in accordance with the provisions of this Section 10, shall constitute the official Notice of Sale for purposes of this Resolution and the submission of bids for the Bonds.

(j) The County Manager shall conduct the sale for the Bonds and shall sell the Bonds in the name of the County and on its behalf for cash at no less than par (and within any premium limitations provided for in the official Notice of Sale) to the bidder whose bid is determined to be the best responsible bid in compliance with the terms and conditions of the official Notice of Sale. The sale of the Bonds shall be made upon an order or orders of award signed by the County Manager. Upon receipt of the bids for the Bonds, the County Manager is hereby authorized and empowered to reject the bids for the Bonds if such official determines with the advice of the Director of Finance and the financial advisor to the County that such action is in the County's best interest.

(k) References in this Resolution to the successful bidder for the Bonds are deemed to be to multiple successful bidders in the event the Bonds are allocated among bidders in accordance with the official Notice of Sale.

Section 11.

(a) The preparation and distribution of a Preliminary Official Statement of the County in connection with the issuance and sale of the Bonds (the "Preliminary Official Statement"), in such form as may be approved by the County Manager and the Director of Finance, with the advice of the County's financial advisor and bond counsel, is hereby approved. The County Manager and the Director of Finance, on behalf of the County, are hereby authorized and directed to approve the final form of the Preliminary Official Statement in accordance with this Section 11(a) and to make any appropriate variations, insertions or modifications to the Preliminary Official Statement not inconsistent with the provisions of the Enabling Act, the Charter, Bill No. 2017-6 or this Resolution, or to comply with the recommendations of legal counsel or the County's financial advisor, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the Bonds from any such rating agency, such approval to be evidenced conclusively by the execution and delivery by the County Manager and the Director of Finance, on behalf of the County, of a certificate deeming the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), subject to revision, completion and amendment in a final official statement. The Preliminary Official Statement shall be posted electronically and/or printed as the County's financial advisor shall advise.

(b) The preparation and distribution of a final Official Statement relating to the Bonds (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes, corrections, additions and deletions not inconsistent with the provisions of the Enabling Act, the Charter, Bill No. 2017-6 or this Resolution, to reflect matters determined in connection with the sale of the Bonds, or to comply with the recommendations of legal counsel or the County's financial advisor, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the Bonds from any such rating agency, as the County Manager and the Director of Finance shall approve on behalf of the County, is hereby authorized and approved. The County Manager and the Director of Finance, with the advice of the County's financial advisor and bond counsel, are hereby authorized and directed to approve the final form of the Official Statement on behalf of the County, such approval to be evidenced conclusively by the County Manager's and the Director of Finance's execution and delivery of the Official Statement. The Official Statement shall be posted electronically and/or printed as the County's financial advisor shall advise or as the successful bidder may require.

(c) The County Manager and the Director of Finance, with the advice of the County's financial advisor and bond counsel, are hereby authorized and directed to approve any supplements or amendments to the Preliminary Official Statement or the Official Statement deemed necessary or desirable after the printing or posting of the same, such approval to be evidenced conclusively by the County Manager's and the Director of Finance's execution and delivery of any such supplement or amendment. Any such supplement or amendment to the Preliminary Official Statement or the Official Statement may be posted electronically and/or printed as the financial

advisor to the County shall advise or as the successful bidder for the Bonds may require, as applicable.

(d) The signatures of any County officials provided for in subsections (a) through (c) of this Section 11 may be indicated as typed or facsimile signatures or by any other acceptable signature convention.

#### Section 12.

(a) The Bank of New York Mellon (by whatever legal name known), or any successor thereof, by merger, consolidation, or otherwise, is hereby designated as the Bond Registrar and Paying Agent (the "Bond Registrar and Paying Agent") for the Bonds. The President of the County Council and the County Manager are each hereby authorized to negotiate and to execute and deliver such written agreement with the Bond Registrar and Paying Agent as they shall deem to be necessary or appropriate. The County may designate another entity as Bond Registrar and Paying Agent for the Bonds upon 30 days prior written notice to the registered owners of the Bonds. In the event the County subsequently designates a separate bond registrar and paying agent for the Bonds, references in this Resolution to the Bond Registrar and Paying Agent shall be construed to mean the bond registrar and paying agent then so appointed for the Bonds.

(b) Prior to each semi-annual interest payment date, the Director of Finance or other appropriate County official shall deposit with the Bond Registrar and Paying Agent, from the tax proceeds described in Section 16 below and from any other funds then legally available for such purpose, the amounts needed to pay the principal of and interest on the Bonds coming due on each such interest payment date. All moneys so deposited with the Bond Registrar and Paying Agent shall be deemed and treated by the Bond Registrar and Paying Agent as trust funds for the use and benefit of the registered owners from time to time of the Bonds hereby authorized. Any such trust funds held by the Bond Registrar and Paying Agent for the payment of particular Bonds for periods of more than three years from their maturities or such other periods as may be required by applicable law, because of the failure of the registered owners of such Bonds to present them for payment or because checks issued by the Bond Registrar and Paying Agent in payment of interest shall not have been cashed and no registered owner of a Bond shall have established a right to payment of interest within such period, shall be returned by the Bond Registrar and Paying Agent to the County and, thereafter, the registered owners of any such Bonds shall have claims only against the County for payment of the obligations held by them, and the Bond Registrar and Paying Agent shall be relieved of the trust hereby imposed.

Section 13. The President of the County Council and the County Manager shall approve, execute and deliver in the name and on behalf of the County a continuing disclosure undertaking for the benefit of the owners and beneficial owners of the Bonds in order to assist the bidders for the Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). The County shall covenant in the continuing disclosure undertaking that the County will provide to such repository or repositories as mandated by Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12") the annual financial information and operating data identified therein and annual audited financial statements. The County shall further covenant under the continuing disclosure undertaking to provide notice to such repository or repositories of the

occurrence of the events specified in Rule 15c2-12 as may be mandated by Rule 15c2-12 as in effect at the time of issuance of the Bonds.

Section 14. As soon as may be practicable after the sale hereinabove provided for has been held, the Bonds shall be suitably prepared in definitive form, executed and delivered to the successful bidder therefor upon receipt of the purchase price therefor, less the good faith deposit provided for in the official Notice of Sale. The President of the County Council, the County Manager, the Director of Finance, and all other appropriate officials and employees of the County are expressly authorized, empowered and directed to take any and all action necessary to complete and close the award, sale and delivery of the Bonds to the successful bidder therefor, and to negotiate, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith, and to effectuate the transactions contemplated by this Resolution and the Bonds.

Section 15. The County Manager or the Director of Finance is each hereby designated and authorized to receive payment on behalf of the County of the proceeds of the sale of the Bonds and to invest such proceeds. The proceeds of the Bonds shall be deposited in the proper account or accounts of the County, shall be invested within the limits prescribed by Maryland and federal law, and shall be used and applied exclusively for the purposes described herein. Within the limitations of the Internal Revenue Code of 1986, as amended (the "Code") and any other applicable law, any premium received for the Bonds shall be applied in the discretion of the Director of Finance, including (without limitation) to pay Costs of the Projects or to pay debt service on the Bonds. Within the limitations of the Code and any other applicable law, any investment earnings on the proceeds of the Bonds shall be applied in the discretion of the Director of Finance, including (without limitation) to pay Costs of the Projects or transferred to the General Fund and applied for general County purposes. Within the limitations of the Code and any other applicable law, if the proceeds received from the sale of the Bonds exceed the amount needed for the public purposes hereinabove described, the amount of such unexpended excess shall be set apart in a separate fund and applied to the payment of debt service on the Bonds, unless a supplemental resolution is adopted by the County Council to provide for the expenditure of that excess for any purpose authorized by Bill No. 2017-6 or unless a supplemental act is passed by the County Council to provide for the expenditure of that excess for some other valid purpose authorized by the Enabling Act and the Charter, as applicable. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose.

Section 16. For the purpose of paying the principal of and interest on the Bonds when due, the County shall levy or cause to be levied, for each and every fiscal year during which the Bonds may be outstanding, ad valorem taxes upon all taxable property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on the Bonds in each such fiscal year. In the event the proceeds from the collection of the taxes so levied may prove inadequate for such purposes in any fiscal year, additional taxes shall be levied in the subsequent fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the County are hereby pledged to the prompt payment of the principal of and interest on the Bonds as and when the same become due and are payable and to the levy and collection of the taxes hereinabove prescribed as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Bonds. The County hereby covenants with the registered owners of the Bonds to take any further action that may be lawfully appropriate from time to time during the period that the Bonds remain

outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and interest due thereon. The foregoing provisions shall not be construed so as to prohibit the County from paying the principal of and interest on the Bonds from the proceeds of the sale of any other obligations of the County or from any other funds legally available for that purpose. Subject to any limitation provided for in the Code and any other applicable law, the County may apply to the payment of the principal of or interest on the Bonds any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted, paid or available to the County for the purpose of assisting the County in accomplishing the type of project or projects which the Bonds are issued to finance, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

Section 17.

(a) Any two of the President of the County Council, the County Manager and the Director of Finance are the officials of the County responsible for the issuance of the Bonds within the meaning of Section 1.148-2(b)(2) of the Arbitrage Regulations (defined below). Any two of the President of the County Council, the County Manager and the Director of Finance also shall be the officials of the County responsible for the execution and delivery (on the date of the issuance of the Bonds) of a certificate of the County (the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code and the applicable regulations thereunder (the "Arbitrage Regulations"), and such officials are hereby authorized and directed to execute and deliver the Section 148 Certificate to counsel rendering an opinion on the validity and tax status of the Bonds on the date of the issuance of the Bonds.

(b) The County shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations to the credit of any account of the County which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, the "Bond Proceeds"). The County covenants with the registered owners of the Bonds that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the County's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying officials' knowledge, true and correct as of that date.

(c) The County covenants with the registered owners of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations, to the extent applicable, and that it will comply with those provisions of Section 148 and the Arbitrage Regulations as may be applicable to the Bonds on the date of issuance and which may subsequently lawfully be made applicable to the Bonds as long as the Bonds remain outstanding and unpaid.

(d) The officials identified in this Section 17 may set forth in, or provide for in, the Section 148 Certificate, any issue elections, designations, determinations or allocations deemed necessary or desirable by bond counsel to the County or the Director of Finance, including, without limitation, any allocation of the sale proceeds of the Bonds for the purposes described in this Resolution.

Section 18. The County specifically covenants that it will comply with the provisions of the Code applicable to the Bonds, including, without limitation, compliance with provisions regarding the timing of the expenditure of the proceeds of the Bonds, the use of such proceeds and the facilities financed or refinanced with such proceeds, the restriction of investment yields, the filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting from the investment of the proceeds of the Bonds or payments in lieu thereof. The County further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof and take such other and further actions as may be required to maintain the exemption from federal income taxation of interest on the Bonds. All officials, officers, employees and agents of the County are hereby authorized and directed to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds as may be necessary or appropriate.

Section 19. At the discretion of bond counsel and/or the financial advisor, the Bonds hereby authorized may be imprinted with a CUSIP number; however, the validity of the Bonds shall not be impaired by either the failure to place a CUSIP number on the Bonds or by any error in the imprinting of a CUSIP number.

Section 20. The County hereby ratifies, confirms and approves the engagement of: (a) the law firm of Funk & Bolton, P.A. of Baltimore, Maryland, as bond counsel to perform any and all legal services necessary or desirable, including, but not limited to, serving as special legislative draftsmen or codifiers and assisting in the preparation of the Preliminary Official Statement and the Official Statement, in connection with the Bonds authorized to be issued, sold and delivered as provided by this Resolution, and compensating said law firm for such services; and (b) Public Advisory Consultants, Inc., Owings Mills, Maryland, as financial advisor to the County and compensating said firm for such services.

Section 21. Each of the County Manager and the Director of Finance is hereby authorized and directed to take all action necessary to provide for the payment or prepayment of the 2017 Note, including, without limitation, determining any date of prepayment, giving or causing to be given any notice of prepayment, and applying County funds to pay interest on the 2017 Note at maturity or upon prepayment.

Section 22. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

[CONTINUED ON NEXT PAGE]

LIBERO 007 FOLIO 307


ADOPTED this 18th day of September, 2018.

ATTEST:

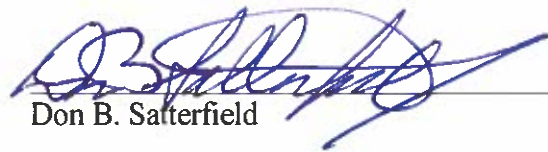
COUNTY COUNCIL OF  
DORCHESTER COUNTY:

By:

  
Jeremy Goldman, County Manager

  
Ricky C. Travers, President

  
Tom Bradshaw, Vice President

  
Don B. Satterfield

William V. Nichols

  
Rick M. Price

#206305,58058.046



\_\_\_\_\_ or at such other office as may be designated by the Bond Registrar and Paying Agent. Interest on this bond shall be payable by check or draft of the Bond Registrar and Paying Agent mailed to the registered owner in whose name this bond is registered on the registration books maintained by the Bond Registrar and Paying Agent for the issue of bonds of which this bond is a part as of the close of business on the 15th day of the calendar month immediately preceding each interest payment date (the "Regular Record Date"). Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered as of the close of business on a special record date to be fixed by the Bond Registrar and Paying Agent for the payment of such defaulted interest (the "Special Record Date"), notice whereof being given by letter mailed first class, postage prepaid, to the registered owner not less than ten (10) days prior to such Special Record Date, at the address of such registered owner appearing on the registration books maintained by the Bond Registrar and Paying Agent for the Bonds (as defined below). If a principal payment date or interest payment date falls on a Saturday, Sunday or a day on which the County or the Bond Registrar and Paying Agent is not required to be open, payment may be made on the next succeeding day that is not a Saturday, Sunday or a day on which the County or the Bond Registrar and Paying Agent is not required to be open, and no interest shall accrue for the intervening period.

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR A PORTION OF THE PRINCIPAL SUM OR REDEMPTION PRICE HAS BEEN PAID. EACH PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF THIS BOND SHALL BE NOTED HEREON, BUT THE FAILURE OF THE REGISTERED OWNER OF THIS BOND TO NOTE SUCH PAYMENT SHALL NOT AFFECT THE VALID PAYMENT AND DISCHARGE OF SUCH OBLIGATION EFFECTED BY SUCH PAYMENT.

This bond is the duly authorized bond of a series of bonds of the County, aggregating \$ \_\_\_\_\_ in principal amount, dated \_\_\_\_\_, 2018, and designated "Dorchester County, Maryland Public Facilities Bonds of 2018" (the "Bonds"). This bond is issued pursuant to and in full conformity with the provisions of Sections 10-203 and 19-401 of the Local Government Article of the Annotated Code of Maryland (as amended), the Charter of the County, Bill No. 2017-6, passed by the County Council of the County (the "County Council") on July 18, 2017 and effective on September 18, 2017, and Resolution No. \_\_\_\_, adopted by the County Council on \_\_\_\_\_, 2018 and effective on \_\_\_\_\_, 2018 (the "Resolution").

The Bonds mature and are payable on January 1 in the following years and amounts and bear interest at the following rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The Bonds that mature on and after January 1, 2029 shall be subject to redemption prior to maturity at the option of the County, in whole or in part, on January 1, 2028 or on any date thereafter, at a redemption price of 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, plus interest accrued on the principal amount being redeemed to the date fixed for redemption, without premium or penalty.

*[To be completed for each term Bond, if any--*The Bonds maturing on January 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption, on the dates and in the principal amounts set forth below:

<u>Redemption Date</u>	<u>Mandatory Sinking Fund Installment]</u>
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If fewer than all of the outstanding Bonds shall be called for optional redemption, the County shall choose the maturities to be redeemed and the principal amount of each such maturity in its sole discretion. If fewer than all of the Bonds of any one maturity shall be called for optional [or mandatory sinking fund] redemption, the particular Bonds or portions of Bonds to be redeemed from such maturity shall be selected by lot by the Bond Registrar and Paying Agent.

When less than all of a Bond in a denomination in excess of \$5,000 is redeemed, then, upon surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations specified by the registered owner. The aggregate face amount of Bonds so issued shall be equal to the unredeemed balance of the principal amount of the Bond surrendered, and the Bonds issued shall bear interest at the same rate and shall mature on the same date as the unredeemed balance of the Bond surrendered.

When any Bonds are to be redeemed, the County shall cause a redemption notice to be given to the registered owners of the Bonds to be redeemed in whole or in part by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the addresses of

such registered owners appearing on the registration books kept by the Bond Registrar and Paying Agent; provided, however, that the failure to mail a redemption notice or any defect in a notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the Bonds are to be redeemed in whole or in part and, if in part, the maturities, numbers, principal amounts, interest rates and CUSIP numbers of the Bonds to be redeemed, (ii) that the interest on the Bonds (or portions thereof) to be redeemed shall cease to accrue on the date fixed for redemption, (iii) the date fixed for redemption, (iv) the address of the office of the Bond Registrar and Paying Agent with a contact person and phone number, and (v) that the Bonds to be redeemed in whole or in part shall be presented for redemption and payment on the date fixed for redemption at the designated office of the Bond Registrar and Paying Agent. Such notice may state that it is conditioned upon receipt of sufficient funds to effect such redemption by the date fixed for redemption. From and after the date fixed for redemption, if funds sufficient for the payment of the principal or redemption price of and accrued interest are available on such date, the Bonds or portions thereof to be redeemed shall cease to bear interest. Upon presentation and surrender for redemption, the Bonds or portions thereof to be redeemed shall be paid by the Bond Registrar and Paying Agent at the redemption price plus accrued interest. If they are not paid upon presentation, the Bonds or portions thereof designated for redemption shall continue to bear interest at the rate stated therein until paid.

This bond is transferable only upon the registration books kept at the designated office of the Bond Registrar and Paying Agent, by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar and Paying Agent and duly executed by the registered owner or his duly authorized attorney.

This bond may be transferred or exchanged at the designated office of the Bond Registrar and Paying Agent. Upon any such transfer or exchange, the County shall issue, and the Bond Registrar and Paying Agent shall authenticate and deliver, a new registered bond or bonds in authorized denominations equal to the aggregate principal amount of the bond so transferred or exchanged, of the same series, with the same maturity and bearing interest at the same rate. In each case, the Bond Registrar and Paying Agent may require payment by the registered owner of this bond requesting transfer or exchange hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the registered owner hereof for such transfer or exchange.

The Bond Registrar and Paying Agent shall not be required to transfer or exchange this bond after the mailing or giving of notice calling this bond or any portion hereof for redemption.

The County and the Bond Registrar and Paying Agent may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

This bond is initially issued in book-entry only form and registered under a book-entry only system maintained by The Depository Trust Company, New York, New York ("DTC").

Notwithstanding anything to the contrary contained in this bond, for so long as this bond is registered in book-entry form under a book-entry only system maintained by DTC, any successor thereto, or any replacement securities depository, payments of the principal or redemption price of and interest on this bond, the selection of all or any portion of this bond to be redeemed, and any notice required herein shall be made or given as provided by the rules and regulations of such securities depository, and all references to the registered owner of this bond shall mean such securities depository or its partnership nominee. During such period, the County and the Bond Registrar and Paying Agent will recognize such securities depository or its partnership nominee as the owner of this bond for all purposes.

The full faith and credit and unlimited taxing power of Dorchester County, Maryland are hereby pledged to the payment of the principal of and interest on this bond according to its terms, and the County does hereby covenant and agree to pay punctually the principal of and the interest on this bond, at the dates and in the manner mentioned herein, according to the true intent and meaning hereof.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened or to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, Bill No. 2017-6 and the Resolution, and that this bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland and that due provision has been made for the levy and collection of an annual ad valorem tax or taxes upon all the legally assessable property within the corporate limits of the County in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

This bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws and other authority until this bond has been duly executed on behalf of the County and has been authenticated by an authorized officer of the Bond Registrar and Paying Agent.

IN WITNESS WHEREOF, Dorchester County, Maryland has caused this bond to be executed in its name by the [manual][facsimile] signature of the President of the County Council and its corporate seal to be [impressed][imprinted] hereon, attested by the [manual][facsimile] signature of the [County Manager] [Director of Finance][Executive Administrative Specialist][INSERT TITLE OF OTHER QUALIFIED OFFICIAL], all as of the \_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

ATTEST:

DORCHESTER COUNTY, MARYLAND

\_\_\_\_\_  
[INSERT TITLE]

By: \_\_\_\_\_  
President of the County Council

LIBER 007 FOLIO 313

CERTIFICATE OF AUTHENTICATION

This bond is one of the registered bonds of Dorchester County, Maryland designated "Dorchester County, Maryland Public Facilities Bonds of 2018".

THE BANK OF NEW YORK MELLON, as Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

LIBERO 007 FOLIO 314

(Form of Instrument of Transfer)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,  
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond and all rights thereunder and does hereby constitute and appoint \_\_\_\_\_

attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signatures must be guaranteed by a member or participant of a signature guaranty program.

\_\_\_\_\_  
Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.



EXHIBIT B

FORM OF NOTICE OF SALE

*This Exhibit B is subject to modification prior to its release in accordance with the provisions of this Resolution.*

NOTICE OF SALE

OFFICIAL NOTICE OF SALE

**DORCHESTER COUNTY, MARYLAND  
PUBLIC FACILITIES BONDS OF 2018**

**Electronic bids via Parity®**  
will be received until 10:45 a.m., prevailing Eastern time ("Prevailing Eastern Time"),  
on October 17, 2018

**Overview**

Electronic bids only via **Parity®** will be received by the County Manager of Dorchester County, Maryland (the "County") at 501 Court Lane, Cambridge, Maryland 21613 for the purchase of all (but not less than all) of the County's general obligation bonds identified above (the "Bonds"). Bids will be received up to the time and on the date specified above (unless postponed as described herein) (in either such case, the "Bid Date") and in the manner described herein.

By submitting a bid, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds.

**Bond Details; Bond Registrar and Paying Agent**

The Bonds will be dated the date of delivery, and will bear interest payable semi-annually beginning on July 1, 2019 and thereafter on the first days of January and July until maturity or prior redemption. The Bank of New York Mellon will serve as the Bond Registrar and Paying Agent for the Bonds. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as partnership nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases will be in the principal amount of \$5,000 and multiples thereof.

The Bonds are authorized by Sections 10-203 and 19-401 of the Local Government Article of the Annotated Code of Maryland (as amended), the Charter of the County, and Bill No. 2017-6, passed by the County Council of the County (the "County Council") on July 18, 2017 and

effective on September 18, 2017, and Resolution No. \_\_\_\_\_, adopted by the County Council on \_\_\_\_\_, 2018.

The proceeds of the Bonds, including any sale premium, will be expended (i) to finance, reimburse or refinance certain capital projects of the County and the Board of Education of Dorchester County, and (ii) to pay certain costs of issuance.

The full faith and credit and unlimited taxing power of the County is pledged to the payment of the Bonds.

### **Maturity Schedule**

The Bonds will be subject to principal amortization either through serial maturities and/or mandatory sinking fund redemptions or a combination thereof on January 1 in the years and in the amounts set forth below (the "Preliminary Amounts"):

<b><u>Maturity or Sinking Fund Payment Date</u></b>	<b><u>Maturity or Sinking Fund Payment Amount</u></b>	<b><u>Maturity or Sinking Fund Payment Date</u></b>	<b><u>Maturity or Sinking Fund Payment Amount</u></b>
2020	\$ 770,000	2030	\$1,585,000
2021	1,020,000	2031	1,640,000
2022	1,075,000	2032	1,700,000
2023	1,125,000	2033	1,760,000
2024	1,185,000	2034	1,820,000
2025	1,240,000	2035	1,885,000
2026	1,305,000	2036	1,950,000
2027	1,370,000	2037	2,020,000
2028	1,440,000	2038	2,090,000
2029	1,510,000	2039	2,160,000

### **Adjustments to Principal Amounts**

Pre-sale, the County reserves the right to change the Preliminary Amounts from time to time up until 9:30 a.m. Prevailing Eastern Time on the Bid Date, by eliminating maturities and/or changing the aggregate principal amount of the Bonds and/or the principal amount of one or more of the maturities of the Bonds. Should a revision to the aggregate principal amount of the Bonds and/or the principal amortization schedule for the Bonds be made (the "Revised Amounts"), such revision will be published on BiDCOMP/Parity@/www.i-dealprospectus.com or www.TM3.com ("TM3") not later than 9:30 a.m. Prevailing Eastern Time on the Bid Date. In the event that no revisions are made or that such revisions are not published on BiDCOMP/Parity@/www.i-dealprospectus.com or TM3 before 9:30 a.m. Prevailing Eastern Time on the Bid Date, the Preliminary Amounts will constitute the Revised Amounts. Bidders shall submit bids based on the Revised Amounts, and the Revised Amounts will be used to compare bids for the Bonds and to select a winning bidder.

After selecting the winning bid for the Bonds, the aggregate principal amount of the Bonds and the principal amortization schedule may be adjusted as determined by the County. **Any adjustments pursuant to this paragraph will not reduce the aggregate principal amount of the Bonds by more than the premium amount of the bid.** The dollar amount bid for the Bonds by the winning bidder will be adjusted proportionately to reflect any decrease in the aggregate principal amount of the Bonds finally determined to be issued. Any such adjustment will be communicated to the winning bidder by 5:00 p.m. Prevailing Eastern Time on the Bid Date. Interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. Any such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the underwriter's discount per \$1,000 of par amount of the Bonds from the underwriter's discount that would have been received based on the purchase price in the winning bid, the coupon rates or initial offering prices specified by the successful bidder. **The successful bidder for the Bonds as so adjusted may not withdraw its bid or change the interest rates bid or initial offering prices as a result of any changes made to the principal amounts of the Bonds within these limits.** ALL BIDS SHALL REMAIN FIRM FOR 6 HOURS AFTER THE TIME SPECIFIED FOR OPENING OF BIDS.

#### **Serial Bonds and/or Term Bonds**

A bidder may designate in its bid two or more consecutive principal amounts shown in the amortization schedule above as a term bond, which matures on the maturity date of the last included principal amount of the sequence. More than one such sequence of principal amounts may be designated as term bonds. Any term bond so designated shall be subject to mandatory sinking fund redemption in each year on the principal payment date and in the entire amount of each serial maturity designated for inclusion in such term bond.

#### **Optional Redemption**

The Bonds maturing on or after January 1, 2029 are subject to redemption to the option of the County, as a whole or in part on any date on or after January 1, 2028, in the order of maturity directed by the County, upon at least 30 days' prior notice, at a redemption price of the par amount to be redeemed, plus accrued interest on such par amount being redeemed to the date fixed for redemption, without premium or penalty.

#### **Electronic Bids Only**

Bids must be submitted by electronic bidding via **Parity®**, in the manner described below, and must be received on the Bid Date by 10:45 a.m. Prevailing Eastern Time. No bid will be accepted after the time for receiving bids specified above. To the extent any instructions or directions set forth in **Parity®** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **Parity®**, potential bidders may contact **Parity®** at (212) 849-5021.

**Disclaimer**

Each prospective electronic bidder shall be solely responsible to submit its bid via **Parity®** as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access **Parity®** for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor **Parity®** shall have any duty or obligation to provide or assure access to **Parity®** to any prospective bidder, and neither the County nor **Parity®** shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by **Parity®**. The County is using **Parity®** as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of **Parity®** to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the bid parameters specified in this Notice of Sale. All costs and expenses incurred by prospective bidders in connection with their submission of bids via **Parity®** are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, such bidder should telephone **Parity®** at (212) 849-5021 and notify the County's financial advisor, Public Consultants, Inc., by facsimile at (410) 581-9808 and by telephone at (410) 581-4820.

**Electronic Bidding Procedures**

Electronic bids must be submitted for the purchase of the Bonds via **Parity®**. Bids will be communicated electronically to the County on October 17, 2018 (or such later Bid Date as announced in accordance with this Notice of Sale) at 10:45 a.m. Prevailing Eastern Time. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via **Parity®**, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via **Parity®** to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided, subject to this Notice of Sale. The County shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, **Parity®**, the use of such facilities being the sole risk of the prospective bidder. For purposes of the electronic bidding process, the time as maintained on **Parity®** shall constitute the Prevailing Eastern Time.

If any provision of this Notice of Sale shall conflict with the information provided by **BiDCOMP/ Parity®** as the approved provider of electronic bidding services, this Notice of Sale shall control.

**Bid Specifications**

Each bidder must submit a bid for the Bonds on an "all or none" basis. Bidders must specify a rate of interest for each maturity of the Bonds. The rates so specified must be in multiples of one-eighth ( $1/8$ ) or one-twentieth ( $1/20$ ) of one percent (1%). Bidders may specify more than one rate of interest to be borne by the Bonds, but all Bonds of a single maturity must bear interest at the same rate. A zero rate may not be named for any maturity.

Bids for the Bonds must not be for less than 100% of par and the highest rate specified for the Bonds may not exceed the lowest rate in such bid by more than 3%.

### **Basis of Awards**

The Bonds will be awarded on behalf of the County by the County Manager upon written order, to the bidder whose bid provides the lowest interest cost to the County within the guidelines of this Notice of Sale. The lowest interest cost of each bid for the Bonds shall be determined in accordance with the true interest cost (TIC) method by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid. If two or more responsible bidders offer to purchase the Bonds at the same lowest true interest cost, then such award will be made to the bidder offering the highest purchase price. If two or more responsible bidders offer to purchase the Bonds at the same lowest true interest cost, with the same purchase price, then the Bonds may be awarded, with their consent, in a ratable portion among such bidders, or the County shall have the right to award all the Bonds to one bidder. The County Manager will execute and deliver an order or orders of award promptly after the apparent successful bidder pays the Good Faith Deposit provided for herein by federal funds wire transfer (see "Good Faith Deposit" herein). The County, by the County Manager, reserves the right to reject any and all bids and to waive any informality or irregularity in any bid, and the judgment of such County official with respect to such matters shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Notice of Sale.

### **Establishment of Issue Price**

The County expects and intends that the provisions of U.S. Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purpose of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds because (i) the County will disseminate this Notice of Sale to potential underwriters (as defined below) in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders will have an equal opportunity to bid, (iii) the County may receive bids from at least three underwriters of municipal bonds that have established industry reputations for underwriting new issuances of municipal bonds, and (iv) the County anticipates awarding the sale of the Bonds to the bidder that submits a firm offer to purchase the Bonds at the lowest possible TIC, as set forth herein. If such competitive sale requirements are met, the successful bid for the Bonds will be treated as a "Qualified Competitive Bid". If the competitive sale requirements are not met, the successful bid for the Bonds will be treated as a "Nonqualified Competitive Bid". **It is noted that the procedures for a Nonqualified Competitive Bid may require the winning bidder and, if applicable, other underwriters (as defined below) of the Bonds, to hold the initial offering prices of the Bonds for some or all maturities of the Bonds for up to five (5) business days after the sale date (as defined below), as further specified below.**

By submitting a bid, each bidder (i) confirms that its bid is a firm offer for the purchase of the Bonds, on the terms set forth in its bid and this Notice of Sale (as this Notice of Sale may be modified in accordance with its terms), except as permitted by this Notice of Sale, and (ii) represents that it has an established industry reputation for underwriting new issuances of municipal bonds.

The County will advise the apparent successful bidder as promptly as possible after bids are received whether its bid constitutes a Qualified Competitive Bid or a Nonqualified Competitive Bid.

If the apparent successful bid is a Qualified Competitive Bid, as promptly as possible after bids are received, the County will notify the apparent successful bidder and such bidder, upon such notice, shall advise the County of the reasonably expected initial offering price to the public (as defined below) of each maturity of the Bonds.

If the apparent successful bid is a Nonqualified Competitive Bid, the County shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public (as defined below) as of the date and time of the award of the Bonds as the issue price of that maturity, if applicable, and/or (ii) the initial offering price (as defined below) to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The successful bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds as to which the successful bidder has not so advised the County that the 10% test has been satisfied as of the date and time of the award of the Bonds shall be subject to the hold-the-offering price rule. Bids will not be subject to cancellation if the hold-the-offering price rule applies to any maturity of the Bonds. **Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer to sell the Bonds to the public on or before the sale date at the offering price or prices (the "initial offering prices"), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of fifth (5<sup>th</sup>) business day after the sale date or (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price for that maturity to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

For a Nonqualified Competitive Bid, the successful bidder shall promptly advise the County when the underwriters have sold to the public 10% of any maturity subject to the hold-the-offering-price rule at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The County acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-

offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that any underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer that is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sale of any Bonds to any person that is a related party (as defined below) to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or related party;

(ii) “related party” generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly;

(iii) “sale date” means the date that the Bonds are awarded by the County to the successful bidder; and

(iv) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

The successful bidder must deliver to the County at closing an "issue price" or similar certificate establishing the issue price of the Bonds in accordance with U.S. Treasury Regulation 1.148-1, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit 1 (for a Qualified Competitive Bid) or Exhibit 2 (for a Nonqualified Competitive Bid), as applicable, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the County and bond counsel to the County.

All actions to be taken on behalf of the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's financial advisor, Public Advisory Consultants, Inc., and any notice or report to be provided to the County may be provided to the County's financial advisor Public Advisory Consultants, Inc. or bond counsel to the County.

#### **Good Faith Deposit**

The successful bidder for the Bonds shall submit a good faith deposit in the amount of \$ \_\_\_\_\_ (the "Good Faith Deposit") as provided below. The Good Faith Deposit will secure the County from any loss resulting from the failure of the successful bidder to comply with the terms of its bid. The Good Faith Deposit must be received by 3:00 p.m. Prevailing Eastern Time, on the Bid Date (the "Deposit Deadline"). The County's financial advisor shall distribute wire instructions upon verification of the bids submitted, identification of the apparent successful bidder and prior to the Deposit Deadline.

The apparent successful bidder will provide as quickly as it is available evidence of the wire transfer to the County's financial advisor by providing to the County's financial advisor the federal funds reference number. Formal award of the Bonds to the apparent successful bidder is contingent upon receipt of the Good Faith Deposit, and the Bonds will not be considered finally awarded to the successful bidder until the County has confirmed receipt of the Good Faith Deposit. If the apparent successful bidder fails to so deliver the Good Faith Deposit by the Deposit Deadline, the County will have the option to not award for the Bonds without any liability to the apparent successful bidder and the apparent successful bidder shall be responsible to the County for all consequential damages arising from such withdrawal. Formal award of the Bonds, if made, will be made by 5:00 p.m. Prevailing Eastern Time on the Bid Date and indicated on BiDCOMP/Parity®.

At the time of the delivery of the Bonds, the Good Faith Deposit will be applied against the purchase price for the Bonds or will be retained as liquidated damages upon the failure of the successful bidder to take and pay for the Bonds in accordance with the terms of its bid. The successful bidder shall have no right in or to the Good Faith Deposit if it fails to complete the purchase of, and payment in full of, the Bonds for any reason whatsoever, unless such failure of performance shall be caused by an act or omission of the County. No interest will be paid upon

the Good Faith Deposit to the successful bidder. Notwithstanding the foregoing, should the successful bidder fail to pay for the Bonds at the price and on the date agreed upon, the County retains the right to seek further compensation for damages sustained as a result of the successful bidder so doing.

If the aggregate principal amount of the Bonds is adjusted as described above under "Adjustments to Principal Amounts", no adjustment will be made to the Good Faith Deposit.

### **Official Statement**

Within seven business days after the award of the Bonds to the successful bidder therefor on the Bid Date, the County will authorize its Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. The Preliminary Official Statement has been deemed final by the County for the purpose of Rule 15c2-12 of the Securities and Exchange Commission, subject to revision, amendment and completion in a final Official Statement. The County will also issue any supplement or amendment to the Official Statement that may be necessary between the date of the Official Statement and the date of delivery of the Bonds. If requested and furnished to the County in writing by the successful bidder at or before the close of business on the Bid Date, the County will include in the Official Statement such pricing and other information relating to the reoffering of the Bonds, if any, as may be so furnished. If the successful bidder furnishes no such information, the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder therefor and the other statements with respect to reoffering contained in the Preliminary Official Statement. Whether or not any such information is included in the Official Statement, the successful bidder shall be responsible to the County and its officials in all respects for the accuracy, fairness and completeness of such information, and for all decisions made with respect to the use or omission of such information in any reoffering of the Bonds, including the presentation or exclusion of any such information in any documents, including the Official Statement. Within seven business days after the award of the Bonds, the successful bidder will also be furnished, without cost, with a reasonable number of copies of the Official Statement. The successful bidder will also be furnished with any amendment or supplement to the Official Statement, without cost, except to the extent any such amendment or supplement is required due to a change in the reoffering information or other information provided by or on behalf of a successful bidder.

### **Continuing Disclosure**

In order to assist the successful bidder in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the County will undertake, pursuant to a continuing disclosure agreement, to provide certain information annually and notices of the occurrence of certain events. The substantially final form of Continuing Disclosure Agreement is included in the Preliminary Official Statement as Appendix D.

### **Delivery of the Bonds**

Delivery of the Bonds will be made to the successful bidder through the facilities of DTC on or about October 30, 2018. Payment for the Bonds shall be made in immediately available funds.

The Bonds will be accompanied by the customary closing documents, including a no litigation certificate, effective as of the date of delivery, stating that there is no litigation pending affecting the validity of the Bonds. It shall be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that, simultaneously with or before delivery and payment for the Bonds, said successful bidder shall be furnished a certificate of the County Manager and the Director of Finance to the effect that, to the best of their knowledge and belief, the Official Statement (and any amendment or supplement thereto) (except for the reoffering information and except as to information regarding DTC and DTC's book-entry system provided by DTC, as to which no view will be expressed) as of the Bid Date and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and that between the Bid Date and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenues of the County, except as reflected or contemplated in the Official Statement

#### **Right to Modify or Amend Notice of Sale; Right to Postpone Sale**

The County reserves the right to modify or amend this Notice of Sale prior to the Bid Date including, but not limited to, adjusting and changing the aggregate principal amount of the Bonds being offered, adjusting the amortization schedule for the Bonds, changing the method for determination of issue price, and/or changing the bid specifications for the Bonds; however, such modifications or amendments shall be made not later than 9:30 a.m. Prevailing Eastern Time on the Bid Date and communicated through BiDCOMP/Parity®/www.i-dealprospectus.com or TM3.

The County reserves the right to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated through BiDCOMP/Parity®/www.i-dealprospectus.com or TM3. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative Bid Date will be announced via BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 at least 24 hours prior to such alternative Bid Date. In addition, the County reserves the right, on the date established for the receipt of bids, to reject all bids for the Bonds and establish a subsequent date on which bids for the Bonds will again be received. If all bids for the Bonds are rejected and a subsequent date for receipt of bids for the Bonds established, notice of the subsequent Bid Date will be announced via BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 at least 24 hours prior to such subsequent Bid Date. On any such alternative or subsequent Bid Date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with this official Notice of Sale except for the Bid Date and except for the changes announced by BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 at the time the alternative or subsequent Bid Date and time are announced.

Any bid submitted shall be made in accordance with this Notice of Sale, including any modifications, amendments or changes communicated via BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 in accordance with the provisions of this Notice of Sale.

#### **Additional Information**

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The Preliminary Official Statement relating to the Bonds, together with this Notice of Sale, will be supplied to prospective bidders upon request made to the County's financial advisor, in writing at Public Advisory Consultants, Incorporated, 25 Crossroads Drive, Suite 402, Owings Mills, Maryland 21117, by telephone at (410) 581-4820, by facsimile transmission at (410) 581-9808, or by e-mail at [pac@paconsults.com](mailto:pac@paconsults.com). The Preliminary Official Statement and this Notice of Sale also will be made available via [www.i-dealprospectus.com](http://www.i-dealprospectus.com); for information contact **Parity®** or Public Advisory Consultants, Inc.

By order of

DORCHESTER COUNTY, MARYLAND

**FORM OF ISSUE PRICE CERTIFICATE FOR  
QUALIFIED COMPETITIVE BID**

§ \_\_\_\_\_  
**DORCHESTER COUNTY, MARYLAND  
PUBLIC FACILITIES BONDS OF 2018**

**ISSUE PRICE CERTIFICATE (Qualified Competitive Bid)**

The undersigned, on behalf of [WINNING BIDDER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") to be issued by Dorchester County, Maryland (the "Issuer"). Certain capitalized terms used in this certificate are defined in paragraph 2 below.

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached hereto as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is October 17, 2018.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale

of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Section 148 Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Funk & Bolton, P.A., bond counsel to the Issuer, in rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice bond counsel may give to the Issuer from time to time relating to the Bonds.

\_\_\_\_\_, as Purchaser

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

Name:

Title:

(Authorized Signatory)

Dated: \_\_\_\_\_, 2018

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**SCHEDULE A**

**EXPECTED OFFERING PRICES**

[To be Attached]

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**SCHEDULE B**

**COPY OF PURCHASER'S BID**

[To be Attached]

Exhibit 2 to Exhibit B (Notice of Sale)

**FORM OF ISSUE PRICE CERTIFICATE FOR  
NONQUALIFIED COMPETITIVE BID**

§ \_\_\_\_\_  
**DORCHESTER COUNTY, MARYLAND  
PUBLIC FACILITIES BONDS OF 2018**

**ISSUE PRICE CERTIFICATE (Nonqualified Competitive Bid)**

The undersigned, on behalf of [NAME OF THE WINNING BIDDER] (the “[SHORT FORM NAME OF WINNING BIDDER]”), [on behalf of itself and [NAMES OF MEMBERS OF THE UNDERWRITING SYNDICATE]] (together, the “Underwriting Syndicate”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) to be issued by Dorchester County, Maryland (the “Issuer”). Certain capitalized terms used in this certificate are defined in paragraph 3 below.

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold by [SHORT FORM NAME OF WINNING BIDDER][the Underwriting Syndicate] to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The [SHORT FORM NAME OF WINNING BIDDER][Underwriting Syndicate] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, [the SHORT FORM NAME OF WINNING BIDDER][the members of the Underwriting Syndicate] [has][have] agreed in writing that (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer that is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer that is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

“General Rule Maturities” means those Maturities of the Bonds listed on Schedule A hereto as the “General Rule Maturities”.

“Hold-the-Offering-Price Maturities” means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities”.

“Holding Period” means, with respect to each Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5) business day after the Sale Date, or (ii) the date of which the [SHORT FORM NAME OF WINNING BIDDER][Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering Price Maturity.

“Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates are treated as separate Maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

“Sale Date” means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is October 17, 2018.

“Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Section 148 Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Funk & Bolton, P.A., bond counsel to the Issuer, in rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax

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purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice bond counsel may give to the Issuer from time to time relating to the Bonds.

[NAME OF WINNING BIDDER] [, as Representative of  
the Underwriting Syndicate]

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

Name:

Title:

(Authorized Signatory)

Dated: \_\_\_\_\_, 2018

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**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES**

[To be Inserted or Attached]

**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

[To be Inserted or Attached]

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**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

[To be Attached]