

**CITY OF HYATTSVILLE  
RESOLUTION 2019-06**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF HYATTSVILLE (THE “CITY”) AUTHORIZING THE ISSUANCE AND SALE OF A SERIES OF THE CITY’S GENERAL OBLIGATION BONDS PURSUANT TO THE AUTHORITY DESCRIBED HEREIN, SUCH BONDS TO BE DESIGNATED “CITY OF HYATTSVILLE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS (THE “BONDS”) AND TO BE ISSUED IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,825,000, SUBJECT TO THE FURTHER PROVISIONS OF THIS RESOLUTION, THE PROCEEDS OF THE SALE OF THE BONDS TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING OR REIMBURSING COSTS (AS DEFINED HEREIN) OF THE PROJECTS IDENTIFIED HEREIN AS PUBLIC WORKS FACILITY AND 3505 HAMILTON STREET, TOGETHER WITH RELATED COSTS, INCLUDING COSTS OF ISSUANCE; PRESCRIBING THE FORM AND TENOR OF THE BONDS AND CERTAIN TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE THEREOF AT PRIVATE SALE THROUGH A NEGOTIATED UNDERWRITING TO STIFEL, NICOLAUS & COMPANY, INCORPORATED (THE “UNDERWRITER”) AND OTHER DETAILS INCIDENT TO THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; APPROVING THE SUBSTANTIALLY FINAL FORM OF, AND AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY OF, A BOND PURCHASE AGREEMENT WITH THE UNDERWRITER; PROVIDING FOR ADJUSTMENTS IN THE PRELIMINARY MATURITY AND AMORTIZATION SCHEDULE FOR THE BONDS PROVIDED FOR HEREIN AND AUTHORIZING THE MAYOR TO DETERMINE AND FIX CERTAIN TERMS AND DETAILS IN CONNECTION WITH THE SALE OF THE BONDS; AUTHORIZING THE PREPARATION, COMPLETION AND DISTRIBUTION OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE BONDS; DESIGNATING A BOND REGISTRAR AND PAYING AGENT AND DETERMINING OR PROVIDING FOR CERTAIN MATTERS RELATING TO SUCH ENGAGEMENT; PROVIDING FOR THE APPROPRIATION, DISBURSEMENT AND INVESTMENT OF THE PROCEEDS OF THE BONDS; PROVIDING FOR THE IMPOSITION AND COLLECTION OF TAXES NECESSARY FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PROVIDING THAT THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY 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 CITY FOR SUCH PURPOSE; MAKING OR PROVIDING FOR CERTAIN COVENANTS AND DETERMINATIONS RELATING TO THE TAX-EXEMPT STATUS OF THE BONDS; AUTHORIZING THE APPROVAL, 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; DESIGNATING A DISSEMINATION AGENT AND DETERMINING OR PROVIDING FOR CERTAIN MATTERS RELATING TO SUCH ENGAGEMENT; PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND**

**GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE BONDS.**

**RECITALS**

**WHEREAS**, City of Hyattsville, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”), and Section C5-23A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

**WHEREAS**, pursuant to Ordinance 2018-08, passed by the City Council of the City (the “City Council”) on December 3, 2018 and effective on December 23, 2018 (the “Ordinance”) pursuant to the authority of the Enabling Act and Section C5-23A of the Charter, the City authorized the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Thirteen Million Eight Hundred Twenty-Five Thousand Dollars (\$13,825,000) (the “Authorized Bonds”) in order to finance, reimburse or refinance costs of the public purpose projects identified in Section 3(b) of the Ordinance (the “Authorized Projects”); and

**WHEREAS**, the Ordinance provides that each series of the Authorized Bonds shall be sold at private sale through a negotiated underwriting unless the City Council determines to sell any series of the Authorized Bonds by another permissible method based on the recommendation of the financial advisor to the City, the City Administrator of the City (the “City Administrator”) and the Treasurer of the City (the “Treasurer”); and

**WHEREAS**, the City Council has determined to sell a series of the Authorized Bonds in order to finance or reimburse costs of the Authorized Projects identified in the Ordinance; and

**WHEREAS**, the City Council, based on the recommendation of the financial advisor to the City, the City Administrator and the Treasurer, has determined to sell such series of the Authorized Bonds at private sale through a negotiated underwriting as contemplated by the Ordinance and upon the terms and conditions set forth in this Resolution, the proceeds of which general obligation bonds are to be used and applied as herein set forth.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hyattsville that:

**SECTION 1.** (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated herein by reference. Capitalized terms used in the Sections of this Resolution that are not otherwise defined herein shall have the meanings given to such terms in the Recitals hereto.

(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 ordinances of the City (the “City 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 City 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 the Charter, the City Code or other 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 City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Resolution to the “principal amount” of the Bonds (as defined in Section 3 below) shall be construed to mean the par amount of the Bonds.

**SECTION 2.** (a) Pursuant to the authority of the Enabling Act, Section C5-23A of the Charter, the Ordinance and any other applicable law, the City hereby determines to borrow money and incur indebtedness for the public purpose of financing or reimbursing costs (as defined in subsection (b) below) of the following public purpose projects in the maximum original principal amount set forth opposite each such project (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes):

	<b><u>Project Description</u></b>	<b><u>Maximum Principal Amount</u></b>
1	Public Works Facility (1)	\$ 3,300,000
2	3505 Hamilton Street (2)	10,265,000
3	Costs of Issuance	<u>260,000</u>
	<b>TOTAL PAR AMOUNT</b>	<b><u>\$13,825,000</u></b>

(1) Sometimes referred to in City materials as the Department of Public Works Renovation Project.

(2) Sometimes referred to in City materials as Reuse of 3505 Hamilton Street.

The projects identified in line items 1-3 above (including Costs of Issuance) are collectively referred to herein as the “Projects”. Except as indicated in the footnotes above, the Projects described in line items 1-3 above are identified by the names used in the City’s Capital Improvements Plan.

(b) With respect to the Projects identified in subsection (a) above, the word “costs” as used in subsection (a) above shall include, as applicable, costs of the following activities and expenses: land and right-of-way acquisition and development; site and utility improvements, including, without limitation, grading, landscaping, paving, sidewalk, curb, gutter, storm water, water, and sewer improvements, and related or similar activities and expenses; demolition, razing and removal and related or similar activities and expenses; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and

equipping activities and expenses, and related or similar activities and expenses; planning, design, engineering, architectural, feasibility, surveying, bidding, permitting, inspection, construction management, financial, legal and administrative activities and expenses, and related or similar activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest; and any such costs that may represent the City's share or contribution to the financing or reimbursement of costs of any such project (collectively, "Costs of the Projects").

(c) Notwithstanding the provisions of subsection (a) above, in the event the original aggregate principal amount of the Bonds identified in Section 3 hereof as issued is less than \$13,825,000, as determined in accordance with Section 4 of this Resolution, the Mayor of the City (the "Mayor"), with the advice of the City Administrator and the Treasurer, is hereby authorized and empowered, on behalf of the City, to determine to reduce and/or eliminate the maximum original principal amount of the Bonds to be applied to any of the Costs of the Projects identified in subsection (a) above (exclusive of any premium realized upon sale or investment earnings that may be applied for such purpose). Any such reduction or elimination in the maximum original principal amount of the Bonds to be applied to any Costs of the Projects (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes), shall be evidenced in the Section 148 Certificate provided for in Section 15 hereof reflecting such reduction or elimination. The Mayor is also hereby authorized, but not required, to execute an order providing for such reduction or elimination.

(d) Proceeds of the Bonds are hereby appropriated and allocated to pay Costs of the Projects in the maximum original principal amount specified for each Project in subsection (a) above (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes), subject to adjustment as to such principal amounts as provided for in subsection (c) above; provided that, the City, without notice to or the consent of the registered owners of the Bonds, may reallocate the maximum original principal amount of the Bonds to be spent among the Costs of the Projects identified in such subsection (a), as adjusted as provided in such subsection (c), if applicable, in compliance with applicable budgetary procedures or applicable law. Further, it is the intention of the City Council that proceeds of the Bonds provided for in Section 3 of this Resolution may be spent on any applicable Costs of the Projects, notwithstanding the descriptive names used for such Projects in the table in subsection (a) above, including, without limitation, costs related to changes in scopes of and/or names of any the Projects identified above effected through applicable budgetary procedures or applicable law.

SECTION 3. To evidence the borrowing and indebtedness authorized in Section 2 of this Resolution, the City, acting pursuant to the authority of the Enabling Act, Section C5-23A of the Charter, the Ordinance and any other applicable law, hereby determines to issue and sell, upon its full faith and credit, a series of its general obligation bonds in the original aggregate principal amount of Thirteen Million Eight Hundred Twenty-Five Thousand Dollars (\$13,825,000) or such lesser original aggregate principal amount as determined in accordance with Section 4 hereof, and to designate such series as the "City of Hyattsville General Obligation Public Improvement Bonds of 2019" (collectively, the "Bonds" and, individually, a "Bond").

SECTION 4. (a) Subject to the provisions of Section 9 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, or its successor (“DTC”); provided that, if DTC so requests, or a system of book-entry only registration 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 11 of this Resolution).

(b) Subject to the further provisions of this Section 4 and the provisions of Section 9 hereof, the Bonds shall mature in annual serial maturities and/or by term bonds (any such term bonds shall be payable through mandatory sinking fund payments) as determined by the Mayor in accordance with Section 9 hereof upon the sale of the Bonds. It has been recommended by the financial advisor to the City, the City Administrator and the Treasurer that the preliminary maturity schedule for the Bonds shall be for an original aggregate principal amount of Thirteen Million Eight Hundred Twenty-Five Thousand Dollars (\$13,825,000), subject to prior redemption at the option of the City as described in Section 5 hereof or otherwise provided for herein, as follows:

Preliminary Maturity Schedule for the Bonds\*

<u>Date</u> <u>(January 1)</u>	<u>Serial Maturity or</u> <u>Sinking Fund Payment</u>	<u>Date</u> <u>(January 1)</u>	<u>Serial Maturity or</u> <u>Sinking Fund Payment</u>
2021	\$ 75,000	2036	\$460,000
2022	255,000	2037	485,000
2023	265,000	2038	505,000
2024	275,000	2039	535,000
2025	285,000	2040	560,000 (1)
2026	300,000	2041	585,000 (1)
2027	315,000	2042	620,000 (1)
2028	320,000	2043	650,000 (1)
2029	335,000	2044	680,000 (1)
2030	345,000	2045	720,000 (2)
2031	360,000	2046	755,000 (2)
2032	380,000	2047	795,000 (2)
2033	400,000	2048	830,000 (2)
2034	420,000	2049	875,000 (2)
2035	440,000		

(1) represents mandatory sinking fund payment amounts for term bonds maturing on January 1, 2044 in the original aggregate principal amount of \$3,095,000.

(2) represents mandatory sinking fund payment amounts for term bonds maturing on January 1, 2049 in the original aggregate principal amount of \$3,975,000.

\* The maturity dates, principal amounts and determination of serial and term bonds provided for in the foregoing table are subject to adjustment as provided herein.

(c) The \$13,825,000 original aggregate principal amount of the Bonds provided for in the amortization schedule set forth in subsection (b) above is based on an assessment of market conditions in early August 2019. The City Council hereby determines that it is in the best interest of the City to authorize and empower the Mayor, on behalf of the City, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, to adjust the amortization schedule set forth in subsection (b) above from time to time prior to the sale of the Bonds in order to (i) increase or decrease the original aggregate principal amount of the Bonds, and to correspondingly adjust one or more of the aggregate principal amounts of the serial maturities/mandatory sinking fund payments provided for in the amortization schedule set forth in subsection (b) above upward or downward and/or eliminate maturities, 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 other tax considerations, so as not to violate the debt limit provided for in the Charter, to account for the availability of other moneys for application to Costs of the Projects, 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 City (including, without limitation, taking into account other debt service obligations of the City); provided that, the original aggregate principal amount of the Bonds, as so adjusted, shall not exceed Thirteen Million Eight Hundred Twenty-Five Thousand Dollars (\$13,825,000). Any such adjustments contemplated by this subsection (c) (i) shall be reflected in the Preliminary Official Statement (as defined in Section 10 hereof) if determined prior to release of the Preliminary Official Statement, or (ii) shall be reflected in the final form of the Bond Purchase Agreement (as defined in Section 9 hereof) approved, executed and delivered by the Mayor in accordance with the provisions of Section 9 of this Resolution and in the Official Statement (as defined in Section 10 of this Resolution).

(d) The Bonds shall bear interest at the rate or rates determined upon the sale of the Bonds in accordance with the provisions of Section 9 of this Resolution, provided that, the maximum interest rate (coupon rate) on any maturity of the Bonds may not exceed six percent (6.00%) per annum. Subject to the further provisions of this Section 4 and Section 9 hereof, interest on the Bonds shall be payable on July 1, 2020 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 15th day of the calendar month immediately preceding the month in which such interest payment date occurs. Each Bond shall bear interest from and including the interest payment date next preceding the date of authentication of such Bond, unless a Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from such interest payment date, or unless a Bond is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from the date of issuance of the Bonds. 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, any successor thereto or any replacement securities depository (DTC or any replacement securities depository, the "Securities Depository"), payments of the principal or redemption price of and interest on the Bonds shall be made as required by the rules and regulations of such Securities Depository.

(f) Notwithstanding the foregoing provisions of this Section 4, the Mayor, with the advice of the City Administrator, the Treasurer and the financial advisor to the City, may determine that interest payment dates on the Bonds will be other than January 1 and July 1, the first interest payment date will be other than July 1, 2020, principal payment dates will be other than January 1, and/or the optional redemption feature of the Bonds shall be other than as provided for in Section 5 hereof, in order to accommodate cash flow, budgetary or other considerations, market conditions or the issuance date of the Bonds. Any such adjustments to the interest and principal payment dates for the Bonds (i) shall be reflected in the Preliminary Official Statement if determined prior to release of the Preliminary Official Statement, or (ii) shall be reflected in the final form of the Bond Purchase Agreement approved, executed and delivered by the Mayor in accordance with the provisions of Section 9 of this Resolution and in the Official Statement.

SECTION 5. (a) Subject to the provisions of Section 4(f) and Section 9 hereof, the Bonds maturing on or after January 1, 2026 shall be subject to redemption prior to maturity at the option of the City, in whole or in part on any date on or after January 1, 2025, in the order of maturity specified by the City, at a redemption price equal to 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, plus accrued interest on the principal amount being redeemed to the date fixed for redemption, without premium or penalty. Notwithstanding the foregoing provisions of this subsection (a), in the event the interest and principal payment dates of the Bonds are adjusted in accordance with Sections 4(f) and/or 9 of this Resolution, the optional redemption features of the Bonds shall be adjusted accordingly and any such adjustments contemplated by this subsection (a) (i) shall be reflected in the Preliminary Official Statement if determined prior to release of the Preliminary Official Statement, or (ii) shall be reflected in the final form of the Bond Purchase Agreement approved, executed and delivered by the Mayor in accordance with the provisions of Section 9 of this Resolution and in the Official Statement.

(b) With respect to any Bonds to be issued as term bonds as determined in connection with the sale of the Bonds (each, a “Term Bond” and, collectively, the “Term Bonds”), each such Term Bond shall be subject to mandatory sinking fund redemption prior to maturity or payment at the stated maturity date, as the case may be, at a redemption price, or price at maturity, as the case may be, equal to 100% of the principal amount thereof on the dates specified for each applicable date as determined upon the sale of the Bonds, plus accrued interest on such principal amount to the date fixed for redemption or the stated maturity date, as applicable.

(c) If fewer than all of the outstanding Bonds shall be called for redemption at the City’s option, the City 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 the Bonds are registered in book-entry only form in the name of a Securities Depository or its nominee, such selection shall be made in accordance with the rules and regulations of such Securities Depository.

(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 Bonds are to be redeemed (whether by optional or mandatory sinking fund redemption, as applicable), the City 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 and the redemption price, (iv) the address of the office of the Bond Registrar and Paying Agent with a contact person and phone number, (v) any conditions to such redemption, and (vi) 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. Notwithstanding anything to the contrary contained in this subsection (e), so long as the Bonds to be redeemed in whole or in part are registered in book-entry only form with a Securities Depository, any redemption notice relating to such Bonds or portions thereof 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. The Bonds shall be executed in the name of the City and on its behalf by the Mayor, by manual or facsimile signature. The corporate seal of the City shall be affixed to the Bonds (manually or by facsimile) and attested by the signature of the City Clerk of the City (the "City Clerk") by manual 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 City unless so authenticated. In the event any official of the City 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 City in accordance with their terms.



SECTION 7. (a) Any Bond shall be transferable only upon the registration books kept at the designated office of the Bond Registrar and Paying Agent 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 City 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. Any such new Bond issued in transfer or exchange may be executed and sealed as provided in Section 6 hereof with respect to the original execution and delivery of the Bonds, or as otherwise required by then-applicable law, and appropriate changes may be made to the form of such Bond delivered in transfer or exchange to account for the dated date of such replacement Bond or the outstanding principal amount of such replacement Bond. 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. Such new Bond or Bonds shall be delivered only after due authentication thereof by an authorized officer of the Bond Registrar and Paying Agent.

(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 for redemption in whole or in part.

SECTION 8. Except as provided hereinafter or in a resolution or resolutions of the City Council adopted prior to the issuance of the Bonds, the Bonds shall be issued in substantially the form attached hereto as Exhibit A and incorporated by reference herein. Appropriate variations and insertions may be made by the Mayor to reflect determinations made in accordance with Sections 2, 4, 5 and 9 of this Resolution, to provide names, dates, numbers, interest rates and amounts, to comply with recommendations of legal counsel, as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating of the Bonds from such rating agency, or to make other modifications not specifically provided for herein that do not materially alter the substance of the Bonds. All of the covenants contained in the form attached hereto as Exhibit A, as such form shall be finally completed and executed in accordance with this Section 8, are hereby adopted by the City as and for the form of obligations to be incurred by the City, and the covenants and conditions contained therein are hereby made binding upon the City, including the promise to pay therein contained. The execution and delivery of the Bonds by the Mayor in accordance with this Resolution shall be conclusive evidence of the approval by the Mayor of the form of the Bonds and any variations, insertions, omissions, notations, legends or endorsements authorized by this Resolution.

SECTION 9. (a) As contemplated by the Ordinance, the City Council hereby determines that it shall be in the best interests of the City to sell the Bonds at private sale through

a negotiated underwriting due to the size of the issue and the fact that the audited financial statements of the City for fiscal year 2018 are not yet available. The City has selected Stifel, Nicolaus & Company, Incorporated to underwrite the Bonds in a negotiated underwriting. Accordingly the City Council hereby determines that the Bonds shall be sold by the City to Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) at private sale pursuant to the terms and conditions of a Bond Purchase Agreement substantially in the form of Exhibit B attached hereto and incorporated by reference herein (the “Bond Purchase Agreement”). Within the limitations provided for in this Resolution, the Mayor, on behalf of the City, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to approve the final original aggregate principal amount of the Bonds, the serial and/or term structure for the Bonds, the original aggregate principal amounts of each maturity of and/or mandatory sinking fund redemption payments for the Bonds, the price payable for the Bonds (which may be at, above or below par value), the interest rate or rates payable on the Bonds (subject to the limitation provided for in Section 4(d) hereof), any modifications to the optional redemption features of the Bonds, and all other matters incident to the sale of the Bonds to the Underwriter, and to approve the final form of, and to execute and deliver, the Bond Purchase Agreement, with such additional changes, insertions or deletions as do not materially adversely affect the interests of the City and as are necessary to reflect the terms of pricing and sale of the Bonds, such approval to be evidenced conclusively by the Mayor’s execution and delivery of the Bond Purchase Agreement in final form. In determining the matters provided for in this subsection (a), the Mayor shall take into account any other moneys that may be available for the purposes for which the Bonds are authorized. It is currently intended that the Bonds shall be priced and sold to the Underwriter on or about September 12, 2019, but the Mayor, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, is hereby authorized to agree to any earlier or later date of pricing and sale recommended by the Underwriter based on market conditions or other applicable considerations, such agreement to be evidenced conclusively by the execution and delivery by the Mayor of the final form of the Bond Purchase Agreement reflecting the finally determined date of pricing and sale of the Bonds. In addition, the Mayor, on behalf of the City, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, is authorized to include in the final form of the Bond Purchase Agreement any provisions necessary to ensure compliance with the issue price regulations of the U.S. Treasury or to provide for any Costs of the Projects to be paid from any other available moneys, or to modify any of the provisions regarding the determination of the issue price of the Bonds set forth in the form of the Bond Purchase Agreement attached hereto as Exhibit B.

(b) Notwithstanding anything to the contrary contained in this Resolution, in the event it is determined in accordance with the provisions of this Section 9 that sale of the Bonds shall occur on a date later than November 1, 2019, the Mayor, on behalf of the City, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to approve different dates for the payment of principal of and interest on the Bonds (including by any mandatory sinking fund payment), a different first date on which payment of interest on the Bonds will be made and different dates for the optional redemption features of the Bonds. In the event such determination is made prior to the date of release of the Preliminary Official Statement, approval of any such changes shall be evidenced conclusively by the provisions of the Preliminary Official Statement reflecting the same. In the event any such determination is made after the date of release of the Preliminary Official Statement

but before the date of sale of the Bonds, any such approval shall be evidenced conclusively by the execution and delivery by the Mayor of the final Bond Purchase Agreement reflecting such changes and by the provisions of the Official Statement reflecting such changes.

SECTION 10. (a) The preparation and distribution of a Preliminary Official Statement of the City in connection with the issuance and sale of the Bonds (the “Preliminary Official Statement”), in such form as may be approved by the Mayor and the Treasurer, with the advice of the City Administrator, is hereby approved. The Mayor and the Treasurer, on behalf of the City, are hereby authorized and directed to approve the final form of the Preliminary Official Statement in accordance with this Section 10(a) and to make any appropriate variations, insertions or modifications to the draft Preliminary Official Statement previously circulated not inconsistent with the provisions of the Enabling Act, Section C5-23A of the Charter, the Ordinance or this Resolution, or to comply with the recommendations of the City Administrator, legal counsel or the financial advisor to the City, 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 Mayor and the Treasurer, on behalf of the City, 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 financial advisor to the City shall advise or as the Underwriter may require, as applicable.

(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, Section C5-23A of the Charter, the Ordinance or this Resolution, to reflect matters determined in connection with the sale of the Bonds, or to comply with the recommendations of the City Administrator, legal counsel or the financial advisor to the City, 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 Mayor and the Treasurer shall approve on behalf of the City, is hereby authorized and approved. The Mayor and the Treasurer, with the advice of the City Administrator, are hereby authorized and directed to approve the final form of the Official Statement on behalf of the City, such approval to be evidenced conclusively by the Mayor’s and the Treasurer’s execution and delivery of the Official Statement. The Official Statement shall be posted electronically and/or printed as the financial advisor to the City shall advise or as the Underwriter may require, as applicable.

(c) The Mayor and the Treasurer, with the advice of the City Administrator, and, to the extent applicable, the financial advisor to the City and bond counsel to the City, 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 Mayor’s and the Treasurer’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 City shall advise or as Underwriter may require, as applicable.

(d) Any signature of the Mayor or the Treasurer contemplated by this Section 10 may be made in facsimile or indicated by other customary signature convention rather than by manual signature.

SECTION 11. (a) Manufacturers and Traders Trust Company, any affiliate thereof, or any successor thereto, by merger, consolidation or otherwise, is hereby designated as the bond registrar and the paying agent for the Bonds (the “Bond Registrar and Paying Agent”). The Mayor is hereby authorized to approve, execute and deliver such written agreement with the Bond Registrar and Paying Agent as she shall deem to be necessary or appropriate, unless otherwise required by applicable law. The City 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, and may make any such determination by resolution, motion or other appropriate action.

(b) Prior to each semi-annual interest payment date, the Treasurer or other appropriate City official shall deposit with the Bond Registrar and Paying Agent, from the tax proceeds described in Section 14 below and from any other funds then legally available for such purpose, the amounts needed to pay the interest on and any principal of 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. 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 City and, thereafter, the registered owners of any such Bonds shall have claims only against the City for payment of the obligations held by them, and the Bond Registrar and Paying Agent shall be relieved of the trust hereby imposed.

SECTION 12. As soon as may be practicable after the date of execution of the Bond Purchase Agreement, the Bonds shall be suitably prepared in definitive form, executed and delivered to the Underwriter upon receipt of the net purchase price therefor. It is anticipated that the date of issuance of the Bonds will be September 25, 2019; provided that, the Mayor, on behalf of the City, with the advice of the City Administrator, the Treasurer, the financial advisor to the City and bond counsel to the City, may determine to move the date of issuance of the Bonds to another date satisfactory to such persons and to the Underwriter; any such determination to be evidenced conclusively by the terms of the final Bond Purchase Agreement executed and delivered by the Mayor in accordance with Section 9 hereof. The Mayor, the City Administrator, the Treasurer, the City Clerk and all other appropriate officials and employees of the City are expressly authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale and delivery of the Bonds to the Underwriter, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith, including, without limitation, executing and delivering any agreements required by any rating agency rating the Bonds or by DTC with respect to the book-entry system of registration of the Bonds, and (iii) carry out the transactions contemplated by the Ordinance, this Resolution, and any documents, certificates or

instruments executed and delivered in connection with the Bonds. Any such action taken by the applicable officials or employees prior to adoption of this Resolution is hereby ratified, confirmed and approved by virtue of the adoption of this Resolution.

SECTION 13. The Treasurer or other authorized City official or employee is each hereby designated and authorized to receive payment on behalf of the City of the proceeds of the sale of the Bonds. There may be deducted from the total gross proceeds realized from the sale and delivery of the Bonds the amount of the Underwriter's discount payable with respect thereto and other expenses of the Bonds. The net purchase price of the Bonds shall be deposited in the proper account or accounts of the City, 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 any applicable limitations of the Internal Revenue Code of 1986, as amended (the "Code"), any premium received for the Bonds and any investment earnings on proceeds of the Bonds shall be applied to pay Costs of the Projects, including costs of issuance, and/or to pay debt service on the Bonds. Within any applicable limitations of the Code, 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 pay debt service on the Bonds, unless a supplemental resolution is adopted by the City Council to provide for the expenditure of that excess for any purpose authorized by the Ordinance or unless a supplemental ordinance is enacted by the City Council to provide for the expenditure of that excess for some other valid purpose authorized by the Enabling Act, the Charter or other applicable law, as applicable. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose.

SECTION 14. For the purpose of paying the principal of and interest on the Bonds when due, the City shall impose, for each and every fiscal year during which the Bonds may be outstanding, ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay 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 imposed may prove inadequate for such purposes in any fiscal year, additional taxes shall be imposed in the subsequent fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the City are hereby pledged to the payment of the principal of and interest on the Bonds as and when the same become due and are payable and to the imposition 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 City 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 City from paying the principal of and interest on the Bonds from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose. Subject to any limitation provided for in the Code or other applicable law, the City 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 or paid to the City for the purpose of assisting the City in accomplishing the types of Projects which the Bonds are issued to finance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

SECTION 15. (a) Any two or more of the Mayor, the City Administrator and the Treasurer are the officials of the City responsible for the issuance of the Bonds within the meaning of Section 1.148-2(b)(2) of the Treasury Regulations (defined below). Any two or more of the Mayor, the City Administrator and the Treasurer also shall be the officials of the City responsible for the execution and delivery (on the date of the issuance of the Bonds) of a certificate of the City (the “Section 148 Certificate”) that complies with the requirements of Section 148 of the Code and the applicable regulations under Sections 103 and 141-150, inclusive, of the Code (the “Treasury 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-exempt status of the Bonds on the date of the issuance of the Bonds.

(b) The City 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 City which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Treasury Regulations (collectively, the “Bonds Proceeds”). The City 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 City’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 City 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 Bonds Proceeds that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Treasury Regulations, and that it will comply with those provisions of Section 148 of the Code and the Treasury 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) In connection with their execution and delivery of the Section 148 Certificate, the authorized officials identified in this Section 15 are hereby authorized and empowered, on behalf of the City, to make any designations, elections, determinations or filings on behalf of the City provided for in or permitted by the Code and the Treasury Regulations and to reflect the same in the Section 148 Certificate and/or the IRS Form 8038-G filed in connection with the issuance of the Bonds or any other documentation deemed appropriate by bond counsel to the City; provided that, only one of such identified officials must sign the IRS Form 8038-G.

SECTION 16. The City specifically covenants that it will comply with the provisions of the Code and the Treasury Regulations applicable to the Bonds, including, without limitation, compliance with provisions regarding the timing of the expenditure of the Bonds Proceeds, the use of the Bonds Proceeds and the Costs of the Projects financed or reimbursed with the Bonds 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 Bonds Proceeds or payments in lieu thereof. The City further covenants that it shall make such use of the Bonds Proceeds, regulate the investment of the Bonds Proceeds and take such other and further lawful 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 City are hereby authorized and directed to provide such certifications of facts and estimates regarding the amount and use of the Bonds Proceeds as may be necessary or appropriate.

SECTION 17. (a) The Mayor and the Treasurer are hereby authorized and directed to approve, execute and deliver in the name of and on behalf of the City a continuing disclosure undertaking for the benefit of the owners and beneficial owners of the Bonds in order to assist the Underwriter in complying with paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”). The City shall covenant in the continuing disclosure undertaking that the City will provide to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) and/or to any additional or different depositories designated in accordance with Rule 15c2-12 (the “Additional Repositories”), if any, certain annual financial information and operating data and annual audited financial statements. The City shall further covenant in the continuing disclosure undertaking to provide notice of specified events as required by Rule 15c2-12 to EMMA and/or to any Additional Repositories as required by Rule 15c2-12, if any. The continuing disclosure undertaking may provide that the place or places of delivery of such information shall be subject to change in accordance with the rules and pronouncements of the Securities and Exchange Commission or other appropriate authority.

(b) MuniCap, Inc., any affiliate thereof, or any successor thereto, by merger, consolidation or otherwise, is hereby designated as the dissemination agent for purposes of the continuing disclosure undertaking relating to the Bonds provided for in subsection (a) above (the “Dissemination Agent”). The Mayor is hereby authorized to approve, execute and deliver such written agreement with the Dissemination Agent (including by amendment or modification of any existing agreement with the Dissemination Agent relating to other obligations of the City) as she shall deem to be necessary or appropriate, unless otherwise required by applicable law. The City may from time to time designate another entity as Dissemination Agent with respect to the Bonds or determine not to have a third party serve as a dissemination agent under such continuing disclosure agreement, by resolution, motion or other appropriate action.

SECTION 18. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated hereby.

SECTION 19. This Resolution shall become effective immediately upon its adoption.

[CONTINUED ON FOLLOWING PAGE]

**INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a \_\_\_ regular \_\_\_  
\_x\_ special [check applicable meeting type] meeting on August 28, 2019, at which meeting copies  
were available to the public for inspection.

**ADOPTED** by the City Council of the City of Hyattsville, Maryland, at a \_\_\_ regular \_\_\_  
\_x\_ special [check applicable meeting type] meeting on August 28, 2019, at which meeting copies were  
available to the public for inspection.

ATTEST:



\_\_\_\_\_  
Laura Reams, City Clerk



\_\_\_\_\_  
Candace B. Hollingsworth, Mayor

#213065;50036.025



EXHIBIT A

FORM OF BOND

*Note: Bracketed language is intended to reflect that such provisions apply only in certain circumstances, and such language shall be deleted from or included in the final form of Bonds, as appropriate.*

UNITED STATES OF AMERICA

No. R- STATE OF MARYLAND \$ \_\_\_\_\_

CITY OF HYATTSVILLE

GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF 2019

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated</u>	<u>CUSIP</u>
January 1, ____	%	_____, 2019	

Registered Owner:

Principal Sum: DOLLARS

City of Hyattsville, a municipal corporation organized and existing under the Constitution and laws of the State of Maryland and a municipality within the meaning of the Enabling Act identified herein (the "City"), hereby acknowledges itself indebted for value received and promises to pay to the Registered Owner shown above, or registered assigns or legal representatives, on the Maturity Date specified above [(unless this bond shall be redeemable prior to maturity, shall have been called for prior redemption, and payment of the redemption price shall have been made or provided for)], the Principal Sum shown above, and to pay interest on such Principal Sum from and including the interest payment date next preceding the date of registration and authentication of this bond, unless this bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from such interest payment date, or unless this bond is registered and authenticated prior to the first interest payment date, in which event this bond shall bear interest from the Dated Date identified above, or unless, as shown on the records of the Bond Registrar and Paying Agent (as hereinafter defined), interest on this bond shall be in default, in which event this bond shall bear interest from the date on which interest was last paid on this bond, at the Interest Rate per annum shown above, payable on July 1, 2020 and on each January 1 and July 1 thereafter until the Principal Sum of this bond is paid in full. Interest shall be computed on the basis of a 360-day year comprised of 12 30-day months.

Both the principal or redemption of and interest on this bond shall be payable in lawful money of the United States of America. The principal or redemption price of this bond shall be payable by check or draft at the designated corporate trust office of Manufacturers and Traders Trust Company, as bond registrar and paying agent (the "Bond Registrar and Paying Agent") in Wilmington, Delaware or in such other office as the Bond Registrar and Paying Agent may designate. 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 15<sup>th</sup> day of the month prior to the month in which each interest payment date occurs (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 the Registered Owner appearing on the registration books maintained by the Bond Registrar and Paying Agent. If a principal payment date or interest payment date falls on a Saturday, Sunday or a day on which the City 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 City or the Bond Registrar and Paying Agent is not required to be open, and no interest shall accrue on the scheduled amount due 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 AFFECTED BY SUCH PAYMENT.

This bond is the duly authorized bond of an issue of the City, aggregating \$\_\_\_\_\_ in original principal amount, dated \_\_\_\_\_, 2019 and designated "City of Hyattsville General Obligation Public Improvement Bonds of 2019" (the "Bonds"). This bond is issued pursuant to and in full conformity with the provisions of Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Section C5-23A of the Charter of the City, as replaced, supplemented or amended, and by virtue of due proceedings had and taken by the City Council of the City (the "City Council"), particularly Ordinance 2018-08, which was passed by the City Council on December 3, 2018 and became effective on December 23, 2018 (the "Ordinance"), and Resolution \_\_\_\_\_, which was adopted by the City Council on \_\_\_\_\_, 2019 and became effective on \_\_\_\_\_, 2019 (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>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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[REFERENCES TO ANY TERM BONDS TO BE ADDED ACCORDINGLY]

The Bonds that mature prior to January 1, 2026 shall not be subject to redemption prior to maturity at the option of the City. The Bonds that mature on or after January 1, 2026 shall be subject to redemption prior to their stated maturities at the option of the City, in whole or in part, on January 1, 2025 or on any date thereafter, in the order of maturity specified by the City, 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 ANY TERM BONDS--The Bonds maturing on January 1, 20\_\_ 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>
------------------------	--

[If fewer than all of the outstanding Bonds shall be called for redemption at the City's option, the City shall choose the maturities to be redeemed and the principal amount of each such maturity in its sole discretion, and if any such maturity consists of term Bonds, the City shall choose the mandatory sinking fund redemption installments of such term Bonds to be reduced and the amount of each such reduction 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 City shall cause a redemption notice to be given to the registered owners of the Bonds to be redeemed in whole or in part by notice mailed by first class, 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 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, (v) any conditions to such redemption, and (vi) 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 corporate trust office of the Bond Registrar and Paying Agent. 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 rates stated therein until paid.

This bond is transferable only upon the registration books kept at the designated corporate trust 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 corporate trust office of the Bond Registrar and Paying Agent. Upon any such transfer or exchange, the City shall issue, and the Bond Registrar and Paying Agent shall authenticate and deliver, a new registered bond or bonds of the same series in authorized denominations equal to the aggregate principal amount of the bond so transferred or exchanged, 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 City 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 (“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 City 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 City of Hyattsville are hereby pledged to the payment of the principal of and interest on this bond according to its terms, and the City 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, the Ordinance and the Resolution, and that this bond, together with all other indebtedness of the City, 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 imposition and collection of an annual ad valorem tax or taxes upon all the legally assessable property within the corporate limits of the City at a rate and in an amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

IN WITNESS WHEREOF, City of Hyattsville has caused this bond to be executed in its name by the manual or facsimile signature of the Mayor and its corporate seal to be affixed hereto manually or in facsimile, attested by the manual or facsimile signature of the City Clerk, all as of the Dated Date set forth above.

(SEAL)

ATTEST:

CITY OF HYATTSVILLE

\_\_\_\_\_  
City Clerk

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

CERTIFICATE OF AUTHENTICATION

This bond is one of the registered bonds of City of Hyattsville designated “City of Hyattsville General Obligation Public Improvement Bonds of 2019”.

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Bond Registrar and Paying Agent

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

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

(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 BOND PURCHASE AGREEMENT

[See Attached]

\$[\_\_\_\_\_]  
**CITY OF HYATTSVILLE (MARYLAND)**  
**General Obligation Public Improvement Bonds of 2019**

[\_\_\_\_\_]\_, 2019

**BOND PURCHASE AGREEMENT**

City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the **“Underwriter”**), hereby offers to purchase from the City of Hyattsville (the **“City”**), a municipal corporation of the State of Maryland (the **“State”**), \$[\_\_\_\_\_] aggregate principal amount of General Obligation Public Improvement Bonds of 2019 (the **“Bonds”**). Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Resolution (defined below).

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the laws of the State, including particularly, Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the **“Act”**), Section C5-23A of the Charter of the City, as replaced, supplemented or amended (the **“Charter”**), Ordinance 2018-08, passed by the City Council of the City (the **“City Council”**) on December 3, 2018 and effective on December 23, 2018 (the **“Ordinance”**) and Resolution 2019-\_\_\_\_, adopted by the City Council on August \_\_, 2019 and effective on August \_\_, 2019 (the **“Bond Resolution”**). The Bonds are being issued for the purpose of providing funds to finance or reimburse costs of two projects generally referred to by the City as (1) Public Works Facility (and referred to in certain City materials as the Department of Public Works Renovation Project) and (2) 3505 Hamilton Street (and referred to in certain City materials as Reuse of 3505 Hamilton Street, and which involves improving such City-owned property for use by the City Police Department), and (3) pay the costs of issuing the Bonds.

The Bonds are general obligation bonds of the City. The Act, Section C5-23A of the Charter, the Ordinance and the Bond Resolution provide that the Bonds constitute a pledge of the full faith and credit and unlimited taxing power of the City to the payment of the principal of and interest on the Bonds as when they become payable. The Act further provides, and the City has covenanted in the Ordinance and the Bond Resolution that for the purpose of paying the principal of and interest on the Bonds when due, the City shall impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation

at a rate and in an amount sufficient to pay the principal of and the interest on the Bonds in each fiscal year in which any of the Bonds are outstanding. The City has further covenanted in the Ordinance and the Bond Resolution that if the proceeds from the taxes imposed in any fiscal year prove inadequate for such purpose, additional taxes shall be imposed in the succeeding fiscal year to make up any deficiency.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Eastern Time, on [\_\_\_\_\_] , 2019. Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Ordinance; the Bond Resolution; this Bond Purchase Agreement; the Tax and Section 148 Certificate of the City dated the date of the Closing (as defined herein) (the “**Federal Tax Certificate**”); the Continuing Disclosure Certificate dated as of the date of the Closing (the “**Continuing Disclosure Certificate**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$[\_\_\_\_\_] (which is equal to the aggregate principal amount of the Bonds, [plus an original issue premium of \$[\_\_\_\_\_] , less an underwriting discount of \$[\_\_\_\_\_] ).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase the Bonds pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering.

(a) *Initial Public Offering.* The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than, or yields no lower than, as set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice. The provisions of this Section 2 are subject to the provisions of Section 3 of this Bond Purchase Agreement.

(b) *Underwriter to Provide Certain Information.* In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Issue Price Certificate, attached hereto as **Exhibit A** relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City and Bond Counsel (as defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as

to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "**Initial Offering Price**") set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**Hold-The-Offering-Price Rule**"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity 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:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the Underwriter has 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 to the public.

The Underwriter will advise the City promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

- (i) any selling group agreement and any third party 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 dealer who is a member of the selling group and each broker-dealer that is a party to such third party distribution agreement, as applicable (A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to

acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group 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 dealer that is a party to a third-party 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 third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, including the Underwriter, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by both parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated [\_\_\_\_\_] , 2019 (which, together with the cover page, and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchaser and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by one or more duly authorized officials, in such quantity as the Underwriter may request

to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “MSRB”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a body corporate and a municipal corporation of the State created and existing under the laws of the State with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State, including particularly the Act, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Ordinance and the Bond Resolution, (ii) to pass the Ordinance and the Bond Resolution and to enter into and perform its obligations under the Transaction Documents, and (iii) to pledge to the payment of the Bonds its full faith and credit and unlimited taxing power in accordance with the provisions of the Act, Section C5-23A of the Charter, the Ordinance and the Bond Resolution.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Resolution provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).



(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (A) any applicable law, administrative regulation, judgment or decree or (B) the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (1) under the terms of any such law, administrative regulation, judgment or decree or (2) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Transaction Documents or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required. All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter that would constitute a condition precedent to the performance by the City of any of its obligations hereunder, or under any of the Transaction Documents, have been obtained and are in full force and effect, except such as may be required under applicable blue sky or securities laws in connection with the offering and sale of the Bonds by the Underwriter.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue

statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, the approval of the use of the Official Statement, and the pledge of the City's full faith and credit and unlimited taxing power to the payment of the Bonds do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, resolution, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by the following City officials: the Mayor, the City Administrator, the Treasurer, the City Clerk or the City Attorney and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix A to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements have been prepared in accordance with accounting principles described in the notes to the financial statements included as Appendix A to the

Preliminary Official Statement and the Official Statement. The City has not since June 30, 2017 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2017, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City's fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Bond Resolution and the Continuing Disclosure Certificate, to provide certain annual financial information and operating data and notices of the occurrence of certain events. The City has complied with its previous continuing disclosure obligations under the Rule except to the extent disclosed in the Preliminary Official Statement and the Official Statement.

6. Closing. Prior to or at 12:00 noon, Eastern Time, on [\_\_\_\_\_], 2019 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the "**Closing Time**"), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by [\_\_\_\_\_], as paying agent and bond registrar for the Bonds (the "**Paying Agent**"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon

by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

The Closing shall occur in Baltimore, Maryland, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Bond Resolution as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Paying Agent for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any

conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating on any general obligation bonds or other general obligation indebtedness of the City is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and

manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Maryland or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2017, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the City Council of the City or officers or its power to engage in any of the transactions contemplated by the Transaction Documents, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by this Bond Purchase Agreement.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** of this Bond Purchase Agreement.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder

at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited as described in the Bond Resolution and the Official Statement, (iii) the City shall have duly passed and there shall be in full force and effect such ordinances and resolutions as, in the opinion of Funk & Bolton, P.A., Baltimore, Maryland (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** of this Bond Purchase Agreement, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City, in the form set forth in Appendix B to the Official Statement, and a reliance letter of such counsel dated the date of Closing, addressed to the Underwriter and the Paying Agent and in form and substance acceptable to the Underwriter.

(ii) The supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, in substantially the form set forth in **Exhibit B** hereto.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to

restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iv) The opinion of Ballard Spahr LLP, Washington, D.C., counsel to the Underwriter, in substantially the form set forth in **Exhibit C** hereto.

(iii) The Official Statement authorized, approved and executed on behalf of the City by one or more authorized officials thereof.

(ivi) The Ordinance and the Bond Resolution, duly passed by the City Council.

(v) The Federal Tax Certificate, duly executed by the City.

(viiv) The Continuing Disclosure Certificate, duly executed by the City.

(viii) Other certificates listed on a closing agenda to be approved by Bond Counsel and the Underwriter, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinions referred to in **Sections 8(b)(i) and 8(b)(ii)** of this Bond Purchase Agreement.

(ix) A letter from Moody's Investors Service, Inc., assigning a rating of "[ ]" to the Bonds and such rating shall be in effect on the date of Closing.

(x) A receipt of the City for the purchase price of the Bonds.

(xi) A completed and executed Form 8038-G.

(xii) A copy of the Blanket Letter of Representations.

(xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.



Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Paying Agent, the financial advisor to the City, Bond Counsel, counsel to the Underwriter, any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a

nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Date, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, to the attention of Ronald Brooks, Treasurer, with a duplicate notice given to the City at the same address, attention: Tracey N. Douglas, City Administrator, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated  
One South Street, 17th Floor  
Baltimore, Maryland 21202  
Attention: Christopher O. Sheehan

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Purchase Agreement.

19. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

Very truly yours,

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**

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

Name: Christopher O. Sheehan

Title: Director

Accepted and agreed to as of  
the date first above written:

**CITY OF HYATTSVILLE**

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

Name: Candace B. Hollingsworth

Title: Mayor



EXHIBIT A  
TO  
BOND PURCHASE AGREEMENT

FORM OF ISSUE PRICE CERTIFICATE

**UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE**

\$[\_\_\_\_\_]  
**CITY OF HYATTSVILLE (MARYLAND)**  
**General Obligation Public Improvement Bonds of**  
**2019**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Original Purchaser"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Hyattsville (the "Issuer"), certifies and represents as follows:

1. **Purchase Contract.** We have entered into a Bond Purchase Agreement with the Issuer (the "Purchase Contract"), dated [\_\_\_\_\_,] 2019 (the "Sale Date"), providing for the purchase by us of the Bonds from the Issuer.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations (including integral multiples thereof). Each of said Bonds has been signed by the manual or facsimile signature of the Mayor of the City and attested by the manual signature of the City Clerk of the City, with the Issuer's official seal affixed thereon, and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

3. **Compliance with Purchase Contract.** We acknowledge that the conditions to closing set forth in the Purchase Contract have been satisfied (except to the extent we have waived in writing for purposes of closing or consented to modification in writing of certain provisions thereof). Nothing contained herein shall affect our rights under the Purchase Contract, and we retain the right to require future performance, upon reasonable written notice, of any condition to closing set forth in the Purchase Contract that has not been satisfied (and previously acknowledged in writing by the parties to the Purchase Contract prior to closing) and has, therefore, been waived for purposes of closing.

4. **Issue Price.**

For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the Sale Date; or
- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) 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 (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 Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. As of the Effective Time there were no Undersold Maturities.

We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Funk & Bolton, P.A., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.



DATED: [\_\_\_\_\_] , 2019.

**STIFEL NICOLAUS & COMPANY,  
INCORPORATED**, as underwriter

By: \_\_\_\_\_  
Managing Director

By: \_\_\_\_\_  
Director – Municipal Syndicate

**SCHEDULE A**

\$\_[\_\_\_\_\_]

**CITY OF HYATTSVILLE (MARYLAND)  
General Obligation Public Improvement Bonds of 2019**

<b>Stated Maturity ([_____])</b>	<b><u>Principal Amount</u></b> \$	<b><u>Interest Rate</u></b> %	<b><u>Price</u></b> %
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**ATTACHMENT 1**

**PRICING WIRE**

EXHIBIT B  
TO  
BOND PURCHASE AGREEMENT

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

City of Hyattsville  
Hyattsville, Maryland

Stifel, Nicolaus & Company, Incorporated  
Baltimore, Maryland

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by City of Hyattsville, a body corporate and a municipal corporation of the State of Maryland (the “City”), of its \$\_\_\_\_\_ City of Hyattsville General Obligation Public Improvement Bonds of 2019 (the “Bonds”).

The Bonds are issued pursuant to the authority of Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced supplemented or amended (the “Enabling Act”), Section C5-23A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), Ordinance 2018-08, passed by the City Council of the City (the “City Council”) on December 3, 2018 and effective on December 23, 2018 (the “Ordinance”) and [Hyattsville] Resolution 2019-\_\_, adopted by the City Council on \_\_\_\_\_, 2019 and effective on \_\_\_\_\_, 2019 (the “Resolution”).

The Ordinance and the Resolution are collectively referred to herein as the “Authorizing Legislation”.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

We refer you to the Bonds and to the Authorizing Legislation for a description of the purposes for which the Bonds are issued, the security for the Bonds, the manner in which and times at which the principal of and interest on the Bonds are payable, the interest rates payable on the Bonds, the provisions under which the Bonds may be redeemed prior to their stated maturity, and all other details of the Bonds.

As to questions of fact material to this opinion, without undertaking to verify the same by independent investigation, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

We have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities, and we have not independently verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

Further, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, and the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

We do not express any opinion herein concerning any law other than the law of the State of Maryland and the federal law of the United States of America.

We have not examined, and express no opinion as to, the existence of or title to real or personal property.

Based upon, and subject to, the foregoing, and on the basis of existing law, it is our opinion, as of the date hereof, that:

(a) The Ordinance has been duly enacted by the City Council, has not been amended, revoked or rescinded, and is in full force and effect.

(b) The Resolution has been duly adopted by the City Council, has not been amended, revoked or rescinded, and is in in full force and effect.

(c) The Bonds have been duly authorized, executed and delivered by the City and constitute the valid and legally binding general obligations of the City enforceable against the City in accordance with their terms.

(d) The Bond Purchase Agreement dated as of \_\_\_\_\_, 2019 (the "Bond Purchase Agreement") between the City and Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the "Underwriter"), has been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery thereof by the Underwriter, constitutes the legal, valid and binding agreement of the City.

(e) The Continuing Disclosure Certificate of the City dated as of [Closing Date] (the "Continuing Disclosure Certificate") has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreement of the City.

(f) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(g) The City has duly approved and authorized the Preliminary Official Statement dated \_\_\_\_\_, 2019 (the “Preliminary Official Statement”) relating to the Bonds and the use and distribution thereof, and the City has duly approved and executed the final Official Statement dated \_\_\_\_\_, 2019 relating to the Bonds (the “Final Official Statement”) and duly approved the use and distribution thereof.

(h) Based upon our participation in the preparation of the Preliminary Official Statement and the Final Official Statement as Bond Counsel, our discussions and inquiries of the City and its counsel and the examinations which we have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to our attention that would lead us to believe that the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement (except for those terms or provisions that do not have to be deemed final under Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended) or the Final Official Statement, as of its date and the date hereof, contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, it being understood that in rendering such opinion we are not and shall not express any opinion with respect to financial, operational, numerical and statistical data or material, or expressions of opinions, estimates or anticipated results included in the Preliminary Official Statement or the Final Official Statement.

The information in the Preliminary Official Statement and the Final Official Statement captioned “INTRODUCTION—Security for the Bonds”, “THE BONDS” (exclusive of the information in the subsection captioned “—Estimated Sources and Uses of Funds”), “LEGAL MATTERS”, and “TAX MATTERS”, and Appendix B to the Preliminary Official Statement and the Final Official Statement (Proposed Form of Opinion of Bond Counsel), has been reviewed by us, and, insofar as such information constitutes conclusions of law, legal opinions or descriptions of legislation or legal documents, is a fair and accurate summary.

The rights of any holder of the Bonds and the enforceability of the Bonds, the Bond Purchase Agreement and the Continuing Disclosure Certificate are subject to: (a) the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or a court of equity), including judicial limitations on rights to specific performance; (b) the valid exercise of the constitutional powers of the United States of America and of the sovereign police and taxing powers of the state or other governmental units having jurisdiction; and (c) bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors’ rights, to the extent applicable.

The opinions expressed above are limited to the matters set forth above, and no opinions should be inferred beyond the matters expressly stated. This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or

circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

The views expressed herein are solely for the use of the addressees in connection with the consummation of the transactions contemplated by the Preliminary Official Statement and the Final Official Statement and, without our prior written consent, may not be quoted in whole or in part or otherwise referred to in any legal opinion, document or other report, and may not be furnished to any person or entity, provided that this opinion may be included in the transcript of supporting documents in connection with the issuance of the Bonds. This opinion may not be relied upon by the holders of the Bonds or any other person or entity to whom it is not specifically addressed.

This opinion is furnished to meet the requirements of Section 8(b)(ii) of the Bond Purchase Agreement, and is furnished solely for your benefit.

Very truly yours,

EXHIBIT C  
TO  
BOND PURCHASE AGREEMENT

FORM OF UNDERWRITER'S COUNSEL OPINION

[\_\_\_\_\_] , 2019

Stifel, Nicolaus & Company, Incorporated  
One South Street, 17th Floor  
Baltimore, MD 21202

**[\$13,825,000]**  
**CITY OF HYATTSVILLE (MARYLAND)**  
**General Obligation Public Improvement Bonds of 2019**

Ladies and Gentlemen:

This opinion is addressed to you pursuant to Section 8(b)(iv) of the Bond Purchase Agreement, dated [\_\_\_\_\_] , 2019 (the "Bond Purchase Agreement") between Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and City of Hyattsville (the "City"), with respect to the City's issuance of its \$[13,825,000] aggregate principal amount of General Obligation Public Improvement Bonds of 2019 (the "Bonds"). All capitalized terms used herein, unless otherwise defined herein, have the same meaning assigned to them in the Bond Purchase Agreement.

In connection therewith we have examined originals or copies, certified or otherwise identified to our satisfaction, of the documents delivered at the closing of even date herewith. We have also reviewed and are relying upon the tax opinion of Funk & Bolton, P.A., with respect to the Bonds delivered to you today pursuant to the provisions of the Bond Purchase Agreement.

Based upon the foregoing, we are of the opinion that no registration with the Securities and Exchange Commission under the Securities Act of 1933, as amended, need be made in connection with the offering and sale of the Bonds, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We have participated in the preparation of the Preliminary Official Statement, dated [\_\_\_\_\_] , 2019 (the "Preliminary Official Statement") and the final Official Statement, dated [\_\_\_\_\_] , 2019 (the "Final Official Statement"), each relating to the Bonds, and in certain discussions with representatives of the City and its counsel, as well as others in order to assist you in your investigation of the business affairs of the City.

Except for the review of documents and the discussions referred to above, we have not made any independent investigations of the business affairs of the City or any independent verification of the statements of fact contained in the Preliminary Official Statement or the Final Official Statement, including the Appendices thereto. On the basis of our participation, nothing



has come to our attention that would lead us to believe that the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement (except for those terms or provisions that do not have to be deemed final under Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended) or the Final Official Statement, as of its date and as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact, which in our judgment, should be included in order to make the statements therein, in light of the circumstances under which they were made, not misleading, it being understood that in rendering such opinion we express no opinion as to (a) expressions of opinion, assumptions, projections, financial statements, or other financial, numerical, economic, demographic, statistical, engineering or accounting data, or information or assessments of or reports on the effectiveness of internal control over financing reporting contained in the Preliminary Official Statement or the Final Official Statement or in any Appendices thereto, (b) any information or statements relating to the book-entry only system and The Depository Trust Company, including the information set forth under “BOOK-ENTRY ONLY SYSTEM”, and (c) information contained in the Preliminary Official Statement or the Final Official Statement under “APPENDIX A — FISCAL YEAR 2017 AUDITED FINANCIALS”.

This letter is furnished solely for your information and benefit in connection with the offering and sale of the Bonds and may not be relied upon by any other persons.

Very truly yours,