

**CITY OF RAHWAY
IN THE COUNTY OF UNION, STATE OF NEW JERSEY**

**NOTICE OF SALE
\$5,215,000 GENERAL IMPROVEMENT BONDS, SERIES 2020**

CALLABLE

SUMMARY

ISSUER: City of Rahway, in the County of Union, State of New Jersey

PAR AMOUNT: \$5,215,000 General Improvement Bonds, Series 2020

FORM: Book-Entry Only

SECURITY: General Obligations of the City

TAX EXEMPT: Yes

RATING: Standard & Poor's: "AA"

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details herein).

BOND SALE AGENT: PARITY

BID/AWARD DATE: The Bonds are being sold on the basis of the Maturity Schedule set forth herein on July 15, 2020 at 11:00 a.m. Award by 2:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: On or about July 29, 2020

INTEREST PAYMENT DATES: July 15 and January 15, commencing January 15, 2021

CALL DATE: July 15, 2027

MINIMUM BID: \$5,215,000 (Par)

MAXIMUM BID: \$5,580,050 (107% of Par)

SECURITY: Good Faith Check or wire transfer in the amount of \$104,300 received by City prior to bidding or a Financial Surety Bond, as provided in this Notice, if available.

BASIS OF AWARD: True Interest Cost

OFFERING STATEMENT: Preliminary Official Statement available at www.MuniHub.com.

NOTICE

NOTICE IS HEREBY GIVEN that bids will be received by the City of Rahway, in the County of Union, State of New Jersey (the "City") for the purchase of the City's \$5,215,000 aggregate principal amount of General Improvement Bonds, Series 2020. **All Bids (as defined below) must be submitted in their entirety on i-Deal's PARITY website ("PARITY") at www.newissuehome.i-deal.com prior to 11:00 a.m., prevailing New Jersey time on July 15, 2020 (the "Bid Date"). To bid via PARITY, Bidders (as defined below) must have submitted a good faith check in the form of a certified, cashier's or treasurer's check, a wire transfer or a Financial Surety Bond, if available, payable to the City in the amount of \$104,300 no later than 11:00 a.m. on July 15, 2020 (see Bidding Details below).**

Preliminary and Final Official Statement

The City's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.MuniHub.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York ("DTC"), clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to 11:00 a.m. (prevailing New Jersey time) on July 15, 2020, elect to receive an electronic copy of the POS via electronic mail by requesting it on PARITY or by calling the City's Bond Counsel, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095. Calls should be directed to Everett M. Johnson, Esq. at (732) 855-6149. All Bidders must review the POS and certify that they have done so prior to bidding.

The POS is deemed by the City to be final as of its date for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The City, at its expense, will make available to the Winning Bidder (as defined herein) a reasonable number of copies of the Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$5,215,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the City, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder of the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date and be payable semi-annually on each July 15 and January 15 (each an "Interest Payment Date"), commencing January 15, 2021, in each year until maturity or prior redemption, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each July 1 and January 1 (the "Record Dates") preceding each Interest Payment Date for the Bonds.

Principal Amortization

The Bonds will consist of one series of bonds (with one CUSIP for the aggregate amount of each maturity) maturing on July 15 in each year. The principal amounts of each annual serial maturity shall be as set forth below.

<u>Year</u>	<u>General Improvement Bonds</u>	<u>Year</u>	<u>General Improvement Bonds</u>
2021	\$ 330,000	2026	\$ 545,000
2022	405,000	2027	575,000
2023	430,000	2028	625,000
2024	485,000	2029	645,000
2025	515,000	2030	660,000

Adjustment of Maturities

The City does NOT plan to adjust the maturity schedule of the Bonds after the receipt and opening of Bids.

Book-Entry Only

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository ("Securities Depository") for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants ("Participants") or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership

interests in the Bonds on behalf of the individual purchasers (the “Beneficial Owners”). The Winning Bidder will not receive certificates representing their interests in the Bonds. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required, except that any Bonds in excess of the largest principal amount equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any integral multiple thereof, through book entries made on the books and records of DTC and its participants. Payments of principal, interest and redemption premium, if any, will be made by the City, as paying agent, to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter’s questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

Redemption Provisions

The Bonds of this issue maturing prior to July 15, 2028 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after July 15, 2028 are subject to redemption at the option of the City, in whole or in part, on any date on or after July 15, 2027, upon notice as required herein at one hundred percent (100%) of the principal amount being redeemed (the “Redemption Price”), plus accrued interest to the date fixed for redemption.

Notice of Redemption (“Notice of Redemption”) shall be given by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed bond registrar. So long as The Depository Trust Company (or any successor thereto) acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the Beneficial Owners of the Bonds. Any failure of the Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be redeemed by the City in inverse order of maturity and within any maturity shall be selected by the City by lot. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Term Bond Option

Bidders may not elect to structure the issue to include term bonds (the “Term Bond Option”).

Terms of PARITY

Each electronic Bid must be submitted via PARITY. No Bidder will see any other Bidder’s Bid, nor will any Bidder see the status of its Bid relative to other Bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential Bidders may contact the City’s Bond Counsel, Everett M. Johnson,

Esq. of Wilentz, Goldman & Spitzer, P.A. at (732) 855-6149 or PARITY at (212) 849-5021. The City may, but is not obligated to, acknowledge its acceptance in writing of any Bid submitted electronically via PARITY. When a Bid for the Bonds is submitted via PARITY, the Bidder further agrees that the City may regard the electronic transmission of the Bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official "Bid for Bonds" executed by a duly authorized signatory of the Bidder. If the Bid submitted electronically via PARITY is accepted by the City, the terms of the Bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any Bidder's use of PARITY, including, but not limited to, any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the Bidder.

The City may choose to discontinue use of electronic Bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, no later than 10:59 a.m., prevailing New Jersey time, on the Bid Date.

Once the Bids are communicated electronically via PARITY to the City, each Bid will constitute an official "Bid for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Bids for Bonds" electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, nor any damages caused by, PARITY. The City is using PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the City harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

The City may, in its sole discretion and prior to the electronic receipt of Bids, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 10:59 a.m. (prevailing New Jersey time) on the Bid Date.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE MATURITY SCHEDULE SET FORTH ABOVE.**
- (2) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK, WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$104,300**

**PAYABLE TO THE CITY NO LATER THAN 11:00 A.M. ON THE BID DATE.
CHECKS SHOULD BE SUBMITTED TO THE FOLLOWING ADDRESS:**

**City of Rahway
1 City Hall Plaza
Rahway, New Jersey 07065
Attn: Frank C. Ruggiero, Chief Financial Officer**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE CITY. TO OBTAIN WIRE TRANSFER INSTRUCTIONS, PLEASE CONTACT THE CITY'S AUDITOR, DIETER LERCH AT (201) 791-7100 OR dlersch@lvhcpa.com.

- (3) All Bids must be submitted via the PARITY website at www.newissuehome.i-deal.com. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (4) All Bids for the Bonds must be submitted on an AON basis.
- (5) Bidders may bid to purchase Bonds from the City at a price which is no less than the par amount and no greater than 107% of the par amount. No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest True Interest Cost to the City under any legally acceptable Bid.
- (6) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). The difference between the highest and lowest rates of interest named in the Bid shall not exceed three percent (3%) and not more than one rate of interest may be named for the Bonds of the same maturity. There is no limitation on the number of rates of interest that may be named.
- (7) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (8) The Winning Bidder shall be obligated to furnish to the City, within forty-eight (48) hours prior to the date of delivery of the Bonds, a certificate satisfactory to Bond Counsel to the City, the form of which is attached hereto as Exhibit A.
- (9) Additionally, the Winning Bidder shall be obligated to furnish to the City within forty-eight (48) hours of the Bid Date the public offering prices and reoffering yields for each maturity of the Bonds.

Definitions

- "Bid" any confirmed purchase offer received by PARITY on or before 11:00 a.m. on the Bid Date.
- "Bidder" any firm registered and approved for participation in the sale.
- "True Interest Cost" computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding accrued interest to the delivery date. The

True Interest Cost serves as the basis for awarding bonds to the Winning Bidder.

“Winning Bid” any legally conforming purchase offer made by a Bidder and received by PARITY which, at the end of the bidding time period, results in the lowest True Interest Cost which is acceptable to the City.

Bid Procedure and Basis of Award

Subject to the right reserved by the City to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest True Interest Cost for the City and otherwise complies with this Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing New Jersey time, on the Bid Date, and if accepted by the City, prior to such time, shall be irrevocable except as otherwise provided in this Notice of Sale. Upon selection of the Winning Bidder, the City may execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, electronic mail or facsimile.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s or treasurer’s check, wire transfer or a Financial Surety Bond, if available, in the amount of \$104,300, payable to the order of the City, is required for each Bid to be considered. Wire instructions can be obtained by contacting Dieter Lerch, the City’s Auditor at (201) 791-7100 and such wire must be received and confirmed by the City prior to 11:00 a.m. (New Jersey time) on the Bid Date. If a check is used, it must be a certified or cashier’s or treasurer’s check and must be provided to the City prior to 11:00 a.m. on the Bid Date. Each Bidder accepts responsibility for delivering such deposit on time and the City is not responsible for any deposit that is not received on time. If a Financial Surety Bond is available and used, it must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (the “Director”) and such bond must be submitted to the City no later than 11:00 a.m. on July 15, 2020 at the address referred to above. Use of any Financial Surety Bond must be approved by the Director prior to the Bid and will not be accepted by the City unless evidence of such approval is provided prior to the Bid. The Financial Surety Bond must identify the Bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a Bidder utilizing a Financial Surety Bond, then that Winning Bidder is required to submit its Deposit to the City by wire transfer as instructed by the City not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn upon by the City to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Winning Bidder. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted Bid or fails (other than for reasons permitted under this Notice) to accept delivery of and pay for the Bonds on the closing date, the Deposit shall be retained by the City as and for full liquidated damages to secure the City from any loss resulting from such failure by the Winning Bidder. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 2:00 p.m. on the Bid Date and then only if such award has not been

made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the City on or about July 29, 2020.

Right to Reject Bids; Waive Irregularities

The City reserves the right to reject any and all Bids and, to the extent permitted by law, waive any irregularity or informality in any Bid.

Delivery of the Bonds

The Bonds will be delivered on or about July 29, 2020 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PROVIDED BY THE CITY NOT LATER THAN 2 HOURS AFTER THE RECEIPT OF BIDS) at DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing certificates, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to preserve the exemption of the interest on the Bonds from Federal income tax, (3) a certificate signed by the City relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the City with respect thereto.

CUSIP Identification Numbers

The City is not using the services of a Municipal Advisor. It shall be the responsibility of the Winning Bidder to have CUSIP identification numbers issued for the Bonds. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Bonds to have the CUSIP numbers printed on the Bonds. Neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Winning Bidder to accept delivery of and make payment for the Bonds in accordance with the terms of this Notice of Sale.

Legal Opinion

The approving opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the City, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the marketing and sale of the Bonds, to the effect that the Bonds are valid and legally binding general obligations of the City, that all the taxable property in the City will be subject to the levy of *ad valorem* taxes to pay the principal of the Bonds and the interest thereon without limitation as to rate or amount, that interest on the Bonds is not includable as gross income under the Code if the City complies with all conditions subsequent contained in the Code, and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

Postponement

The City reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON PARITY, BEFORE 11:00 A.M. ON THE BID DATE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for any changes announced on PARITY at the time the sale date and time are announced.

Termination

The Winning Bidder at its option may refuse to accept the Bonds if prior to their delivery any change in any income tax law of the United States of America shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the deposit made by such Winning Bidder shall be returned and such Bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for, and authorized by, the City. This Notice of Sale and the POS may be viewed on www.MuniHub.com. However, the City makes no assurance or representation with respect to the form of this Notice of Sale and the POS on www.MuniHub.com, and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from the Bond Counsel at the address and phone number stated below. Additional information relating to the financing of the City can be obtained by contacting Frank C. Ruggiero, Chief Financial Officer, City of Rahway, 1 City Hall Plaza, Rahway, New Jersey 07065 or by telephone at (732) 827-2020 or the City's Bond Counsel, Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, or by telephone at (732) 855-6149.

/s/ Frank C. Ruggiero
Frank C. Ruggiero
Chief Financial Officer
City of Rahway
in the County of Union
State of New Jersey

Dated: July 8, 2020

EXHIBIT A
to
Notice of Sale
for
\$5,215,000 General Improvement Bonds, Series 2020

Form of Issue Price Certificate

July ____, 2020

City of Rahway
1 City Hall Plaza
Rahway, New Jersey 07065

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Re: City of Rahway, in the County of Union,
State of New Jersey
\$5,215,000 General Improvement Bonds, Series 2020

Ladies and Gentlemen:

The undersigned, as a representative of _____, the Underwriter (the "Underwriter") of the \$5,215,000 aggregate principal amount of General Improvement Bonds, Series 2020 (the "Bonds"), sold on the Sale Date (as hereinafter defined), dated and issued on the date hereof, of the City of Rahway, in the County of Union, State of New Jersey (the "Issuer" or the "City"), hereby certifies as follows:

[1. [Alternate 1 – ***Bids Received From at Least 3 Underwriters and Release of 10% Rule***]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the undersigned are the prices listed in Exhibit A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the undersigned in formulating its bid to purchase the Bonds.

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

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

(d) Based on the Expected Offering Prices, the aggregate offering prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).]

[1. [Alternate 2 – ***Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Bonds by closing*** As of the date of this certificate, for each Maturity of the

Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public are the respective prices listed in Exhibit A (collectively, the “Offering Prices”). Based on the Offering Prices, the aggregate Offering Prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).]

[1. **[Hold-the-Price language]** As of the Sale Date, the Underwriter offered the Bonds to the Public for purchase at the respective Offering Prices listed in Exhibit A. The Underwriter agrees that (i) for each Maturity of Bonds, it will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Offering Price listed in Exhibit A for such Maturity during the Holding Period for such Maturity (the “Hold-The-Offering-Price Rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of Bonds at a price that is higher than the respective Offering Price for that Maturity of the Bonds for the Holding Period.]

2. The Yield on the Bonds is not less than ____%.

3. **Defined Terms.** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) “Holding Period” means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Offering Price for such Maturity.]

(b) “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.

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

(d) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of Bonds. The Sale Date of the Bonds is July 15, 2020.

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

(f) “Yield” means the discount rate which, when used in computing the present value of the expected issue payments (principal and interest components, qualified

guarantee payments, and the retirement price) to be paid on the Bonds, produces an amount equal to the issue price of the Bonds as of the date hereof.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Very truly yours,

_____ [UNDERWRITER]

By: _____

Name: _____

Title: _____