

[NAME OF ISSUER]

[NAME OF NOTES]

NOTE PURCHASE AGREEMENT

[DATE – which is the date that the Purchaser sends the NPA to the Issuer]

[NAME OF ISSUER] (the “Issuer”) [*this will be the issuer of the bonds (i.e., the Eligible Issuer or the Designated Issuer, if any)*]

[ADDRESS]

Re: [NAME OF NOTES] (the “Notes”)

Ladies and Gentlemen:

Municipal Liquidity Facility LLC (the “Purchaser”) hereby offers to enter into this Note Purchase Agreement (the “Note Purchase Agreement”) with the Issuer which upon acceptance of this offer by the Issuer, will be binding upon the Issuer and the Purchaser, subject to modification and earlier termination, all as outlined below. This offer is made subject to your acceptance at or prior to 5:00 o'clock P.M., New York time on a date that is not later than one (1) business day after the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice to the Issuer at any time prior to acceptance hereof by the Issuer. All capitalized terms not otherwise defined herein shall have the same meanings ascribed thereto in Schedule I attached hereto and made a part hereof.

[THIS PARAGRAPH AND BRACKETED PROVISIONS RELATING TO OFFICIAL STATEMENTS WILL BE INCLUDED IN NOTE PURCHASE AGREEMENTS FOR NOTES FOR WHICH A COMPETITIVE BID PROCESS WILL BE CONDUCTED AND PURCHASER IS NOT SUBMITTING A BID]: The Issuer has indicated on the Application of the Issuer submitted to the Purchaser that the Issuer intends to conduct [an all or none] [a modified Dutch auction] [other] competitive bid process on or about the Competitive Bid Date set forth on Schedule I hereto. The Issuer agrees to include in its Notice of Sale the statement set forth in Exhibit F hereto with such changes as counsel to the Issuer determines are reasonably necessary or appropriate with prior notice to the Purchaser. If, as a result of the competitive bid process, no Notes are to be purchased by the Purchaser, then this agreement shall automatically terminate and be of no further force and effect. If, as a result of the competitive bid process, the principal amount of Notes to be purchased by the Purchaser is less than the principal amount set forth on Schedule I, then Schedule I shall be deemed to have been amended to reflect such reduced principal amount. The Issuer hereby agrees to provide written notice to the Purchaser of the results of the competitive bid process immediately following the completion of the process in the form attached hereto as Exhibit A - “Notice of Results of Competitive Bid.”]

1. Purchase and Sale of the Notes. (a) Subject to the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Purchaser agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser, the principal amount of the above-referenced Notes set forth on Schedule I (the “Notes”), [adjusted as provided in the preceding paragraph,] at the purchase price set forth on Schedule I under the heading “Purchase Price.” As provided in Section 7 hereof, the Purchaser shall deduct from such Purchase Price an origination fee of 0.10% of the principal amount of the Notes being purchased by the Purchaser. The Notes shall mature on the date set forth on Schedule I under the heading “Maturity Date,” shall bear interest from their dated date payable on the dates set forth on Schedule I under the heading “Interest Payment Dates” and at the rate determined as provided on Schedule I under the heading “Interest Rate” and shall have such other terms as are set forth on Schedule I. Such Notes shall be in the form set forth in Exhibit E hereto and shall have the credit as described on

Schedule I under the heading “Credit for the Notes” and are being issued pursuant to and in accordance with the provisions of the applicable law and the Authorizing Actions of the Issuer described on Schedule I under the heading “Authorizing Actions.” With the approval of the Purchaser, the Notes may contain a provision permitting the Issuer to require the Purchaser to sell all or a portion of its Notes back to the Issuer on any business day at a price of 100% of the principal amount thereof [plus any unamortized premium] plus accrued interest to the purchase date upon five (5) business days’ notice.

(b) The Purchaser represents that it shall purchase the Notes for its own account and not with a present view toward resale or the distribution thereof, in that the Purchaser does not now intend to resell or otherwise dispose of all or any part of its interest in the Notes but retains the right to tender, assign, pledge as security, participate or transfer the Notes.

2. Conditions to Purchase to be Satisfied Prior to Closing. (a) It is a condition to the Purchaser’s obligations hereunder to purchase the Notes that the Purchaser shall have received written evidence from at least two major NRSROs as to the long term ratings applicable to the credit of the Notes taking into account the issuance of the Notes on or prior to the date hereof [for competitive bid: on or prior to the date that the competitive bid process is conducted]. For purposes of this Note Purchase Agreement, “major NRSROs” means S&P Global Ratings, Moody’s Investor Service, Inc., Fitch Ratings, Inc. and Kroll Bond Rating Agency, Inc.

(b) The Issuer represents that the general obligation or issuer credit ratings of the Issuer and the long-term ratings applicable to the credit for the Notes [and the short-term ratings on the Notes] assigned by the major NRSROs are the ratings set forth on Schedule I. [For competitive bids: If the long-term ratings applicable to the credit for the Notes or the short-term ratings on the Notes, if applicable, are not available on the date hereof, it shall be a condition to the Purchaser’s obligations hereunder to purchase the Notes that the Issuer shall have provided to the Purchaser evidence of such ratings (at the levels shown on Schedule I) before the date the competitive bid is conducted.]

(c) [For competitive bid: It is a condition to the Purchaser’s obligations hereunder to purchase the Notes that the Purchaser shall have received, prior to the date of the competitive bid, a Preliminary Official Statement which the Issuer shall have deemed final as of its date (as described in paragraph (b)(1) of Rule 15c2-12, except for the permitted omissions described in said paragraph (b)(1)). The Issuer shall prepare and deliver to the Purchaser a final Official Statement reflecting the terms of the Notes not later than two (2) business days prior to the Closing Date.]

3. Closing. (a) At noon, New York City time, on the Closing Date set forth on Schedule I, or at such other time or on such earlier or later date as shall have been mutually agreed upon by the Issuer and the Purchaser, the Issuer will deliver, or cause to be delivered through the facilities of The Depository Trust Company, in New York, New York (“DTC”), to the Purchaser or its designee, the Notes, in definitive form, duly executed by an authorized officer of the Issuer and, if applicable, authenticated by a fiscal agent, paying agent or trustee of the Issuer, and the Purchaser or its designee will accept such delivery and pay the Purchase Price of such Notes less the origination fee described in Section 6 hereof by delivering to the Issuer immediately available funds by wire transfer to a wire transfer address to be designated in writing by the Issuer to the Purchaser or its designee before the Closing Date payable to the order of the Issuer. Such delivery of the Notes and payment of the Purchase Price is herein called the “Closing” therefor and the date and time of the Closing is herein called the “Closing Date” therefor. At said Closing, the documentation hereinafter described in Section 4(b) hereof shall be delivered to the Purchaser.

(b) The Notes will be delivered in registered form and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Notes in accordance with the Book-Entry-Only system of DTC. The Issuer shall make the Notes available to the Purchaser for

inspection at least one business day prior to the Closing Date (the “Deposit Date”), for the benefit of the Purchaser.

(c) The Issuer shall arrange for the assignment of a CUSIP number for the Notes.

4. Representations, Warranties, Covenants and Agreements of the Issuer. The Issuer, by its acceptance hereof, represents, warrants, covenants and agrees as of the date hereof and as of the Closing Date with the Purchaser as follows:

(a) The Issuer is duly created and validly existing and has full legal right, power and authority (i) to issue, sell and deliver the Notes for the purposes specified on Schedule I as the Use of Proceeds; (ii) to enter into and perform its obligations under this Note Purchase Agreement, the Notes and any other instrument or agreement to which the Issuer is a party and which has been executed in connection with the transactions contemplated hereby (collectively, the “Financing Documents”); and (iii) to carry out and consummate all transactions to be carried out and consummated by it or contemplated by the Financing Documents, and the Issuer has complied or will have complied on and as of the Closing Date with all provisions of applicable law in all matters relating to such transactions;

(b) The Authorizing Actions summarized in the Application and described on Schedule I, which constitute all of the authorizing actions required for the issuance of the Notes and delivery of the other Financing Documents, have been duly taken or complied with by the Issuer and are in full force and effect, and the Financing Documents and any other instrument or agreement to which the Issuer is a party and which have been or will be executed in connection with the consummation of the transactions contemplated by the Financing Documents have been, or will be duly executed and delivered by the Issuer, and assuming the due execution and delivery by the other parties thereto, will constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally;

(c) On and as of the Closing Date, all authorizations, consents and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency or other instrumentality or court required to be obtained, given or taken on behalf of the Issuer under applicable law in connection with the execution, delivery and performance by the Issuer of this Note Purchase Agreement, the other Financing Documents (including, but not limited to, the Notes) and any other agreement or instrument to which the Issuer is a party and which has been or will be executed in connection with consummation of the transactions contemplated by the foregoing documents under all applicable laws will have been obtained, given or taken and will be in full force and effect;

(d) The Issuer is not, and at the time of the Closing will not be, in breach of or in default under any applicable law (including, without limitation, any administrative rulemaking) or administrative regulation or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Issuer is, and will after the date of Closing be, a party or otherwise subject, which breach or default would in any way materially and adversely affect the issuance or payment of the Notes or the delivery of the Financing Documents, and no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default; and the execution and delivery by the Issuer of this Note Purchase Agreement, the issuance, sale and delivery of the Notes or the delivery of the Financing Documents, and compliance with the provisions hereof and thereof will not conflict with or constitute a breach of or default under any law (including, without limitation, any administrative rulemaking), administrative regulation, judgment, decree or any agreement or other instrument to which the Issuer is a party or otherwise subject; nor will any such

execution, delivery, issuance, sale, adoption or compliance result in the creation or imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of the revenues, property or assets of the Issuer, except as expressly provided or permitted by the Notes;

(e) As of the time of acceptance hereof and as of the Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is or will at the Closing be pending or, to the best knowledge of the Issuer, threatened against the Issuer, or any other person, affecting the existence or powers of the Issuer or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of all or any portion of the Notes, or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement, or any of the other Financing Documents [or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement as the same may have been supplemented or amended,] or contesting the powers of the Issuer with respect to any authority for the issuance of the Notes, the Authorizing Actions or the execution, delivery or performance of this Note Purchase Agreement or any of the other Financing Documents, nor to the best knowledge of the Issuer is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of the Notes, the Authorizing Actions or this Note Purchase Agreement or any of the other Financing Documents, or in any other manner adversely affect provisions or sources for payment of principal of or interest on the Notes;

(f) When issued, delivered and paid for, as herein, the Notes will be duly authorized, executed, issued and delivered, will conform in all material respects to the description thereof in [the Final Official Statement and] Schedule I, and will constitute valid and legally binding obligations of the Issuer enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally;

(g) The Issuer will apply the proceeds from the sale of the Notes for the purposes specified in Schedule I under the heading "Use of Proceeds";

(h) The audited and unaudited financial statements of the Issuer (or excerpts therefrom), provided to the Purchaser [and contained in the Final Official Statement], fairly present the financial condition of the Issuer as of the date thereof and the results of the operations for the periods therein set forth and, except as may otherwise have been disclosed to the Purchaser [or set forth in the Final Official Statement], the Issuer has no knowledge of any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer from that set forth in such financial statements;

(i) All information provided by or on behalf of the Issuer to the Purchaser is true, correct and accurate, including, in particular, the information provided in the final Application submitted by the Eligible Issuer and in the Notice of Interest submitted by the Eligible Issuer (except and unless revised in the Application), and the Issuer confirms that it has satisfied all of the requirements for participation in the Municipal Liquidity Facility program (including, but not limited to, with respect to use of Note proceeds, ratings requirements, and source of repayment and security for the Notes);

(j) [As of its date and the date of the competitive sale, the Preliminary Official Statement (including the financial statements and other financial and statistical data included therein) did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;]

(k) [As of the date thereof and as of the Closing Date, the Final Official Statement (including the financial statements and other financial and statistical data included therein) did not (as of

the date thereof) and will not (as of the Closing Date) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;]

(l) The Issuer acknowledges that it determined to proceed with the sale of the Notes to the Purchaser based upon its independent determination of the necessity thereof including the par amount thereof and interest rate thereon after consultation with its advisors and legal counsel; and

(m) Any certificate of the Issuer, signed by any authorized officer of the Issuer and delivered to the Purchaser, shall be deemed a representation by the Issuer to the Purchaser as to the statements made therein.

5. Conditions to the Purchaser's Obligations. The obligations of the Purchaser under this Note Purchase Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the Issuer of its obligations and agreements to be performed hereunder and to the accuracy of and the compliance with the representations, warranties, covenants and agreements of the Issuer contained herein, on and as of the date of delivery of this Note Purchase Agreement and on and as of the Closing Date. The obligations of the Purchaser hereunder with respect to the Closing are also subject, in the discretion of the Purchaser, to the following further conditions:

(a) The representations and warranties of the Issuer contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing, the statements made in all certificates and the documents delivered to the Purchaser at the Closing pursuant hereto shall be true and correct at the Closing and the Issuer shall be in compliance with each of the agreements made by it in this Note Purchase Agreement (unless such agreements are waived in writing by the Purchaser).

(b) At or prior to the Closing, the Purchaser shall receive (all dated the Closing Date):

(i) The approving opinion of bond counsel to the Issuer, dated the Closing Date, addressed to the Issuer, together with a reliance letter to the Purchaser, with respect to the validity and legally binding nature of the Notes and the tax status thereof as set forth on Schedule I, substantially in the final form provided to the Purchaser prior to the date hereof;

(ii) The supplemental opinion of bond counsel or other counsel to the Issuer, with respect to [the Preliminary Official Statement and the Final Official Statement and] the exemption from registration of the Notes, addressed to the Purchaser, substantially in the final form provided to the Purchaser prior to the date hereof;

(iii) [If the issuer is a Designated Issuer] Executed copies of the guaranty or other agreement or other document or instrument by which the Eligible Issuer named in Schedule I provides support for the payment of the Notes and an opinion of counsel to the Eligible Issuer, dated the Closing Date, addressed to the Issuer, together with a reliance letter to the Purchaser, with respect to the valid and legally binding nature and enforceability of such agreement, substantially in the final form provided to the Purchaser prior to the date hereof;

(iv) Copies of the Authorizing Actions (substantially in the final forms provided to the Purchaser prior to the date hereof) certified to be in full force and effect, not having been repealed, revoked, rescinded or amended as of the Closing Date;

(v) Executed copies of the Notes and the other Financing Documents substantially in the final forms provided to the Purchaser prior to the date hereof;

(vi) Certificates, dated the Closing Date, signed by an authorized officer, substantially in the form attached hereto as Exhibit B and Exhibit C;

(vii) (a) Rating confirmation letters confirming the long-term rating applicable to the credit for the Notes set forth on Schedule I and (b) evidence that the general obligation or issuer credit ratings of the Eligible Issuer [describe applicable rating for Multi-State Entity] are not below the Lowest Rating Level set forth on Schedule I [for competitive bid; and (c) rating letters setting forth the short-term rating applicable to the Notes, if any, set forth on Schedule I], in each case as of the Closing Date;

(viii) An executed copy of the Continuing Disclosure Undertaking in the form attached as Exhibit D hereto<sup>1</sup>;

(ix) Evidence of the authority of the signatories of the Notes, other Financing Documents, this Note Purchase Agreement, the Continuing Disclosure Undertaking and all other agreements, documents, instruments and certificates executed and delivered in connection with the issuance, sale and delivery of the Notes to sign on behalf of and bind the Issuer [and the Eligible Issuer]; and

(x) Executed or certified copies of all other agreements, documents and instruments customarily delivered in connection with the issuance and delivery of the Notes.

(c) (1) The Issuer shall have entered into such agreements with DTC as are required by DTC for the Notes to be issued in Book-Entry-Only form as DTC-eligible obligations; and

(2) the Notes shall have been deposited with DTC pursuant to the provisions of Section 2(b) hereof.

(d) At or prior to the Closing, the Purchaser shall receive such additional certificates, instruments or opinions as the Purchaser may reasonably request from the Issuer and its counsel, as the case may be, to show the due performance and satisfaction by the Issuer of all agreements then to be performed and all conditions then to be including, in particular, all of the requirements for participation in the Municipal Liquidity Facility program, and the accuracy and correctness of all representations and warranties by the Issuer contained in the Financing Documents as contemplated by this Note Purchase Agreement and such agreements, it being understood that compliance with the conditions of this Note Purchase Agreement must be satisfactory in form and substance to the Purchaser.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Purchaser to be satisfied by it pursuant to this Note Purchase Agreement, this Note Purchase Agreement shall (at the sole option of the Purchaser) terminate and be of no further force and effect and the parties shall have no obligations to each other.

All opinions, letters, certificates, Note forms and instruments mentioned above or elsewhere in this Note Purchase Agreement are in compliance with this Note Purchase Agreement only if they are in substantially the final forms provided to the Purchaser prior to the date hereof with only such

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<sup>1</sup> If there are additional purchasers of the Notes, there may need to be an additional continuing disclosure agreement satisfying the requirements of Rule 15c2-12.

changes as are satisfactory to the Purchaser and counsel to the Purchaser and approved by the Purchaser in writing.

It is expressly agreed and understood that the Purchaser shall not be required to, and shall not, deliver to the Issuer any certifications, receipts, agreements, instruments or other documents other than the executed copy of this Note Purchase Agreement.

6. Termination. If the general obligation or issuer credit ratings of the Eligible Issuer shall have been downgraded below the Lowest Rating Level set forth on Schedule I under the heading “Lowest Rating Level” or withdrawn, this Note Purchase Agreement shall be terminated and of no further force and effect and the parties shall have no obligations to each other. [In addition, this Note Purchase Agreement shall be terminated as provided in Section 1 hereof if, following the competitive process conducted by the Issuer, all Notes are sold to other purchasers.]

7. Origination Fee; Expenses. The Issuer shall pay to the Purchaser as a condition to the Purchaser’s obligation to purchase the Notes, an origination fee of 0.10% of the principal amount of the Notes being purchased by the Purchaser. The Purchaser shall deduct such fee from the Purchase Price paid to the Issuer. The Issuer shall pay, and the Purchaser shall be under no obligation to pay, any expenses of the Issuer incident to, or in connection with, the offering, issuance and sale of the Notes.

8. Miscellaneous. (a) Except as otherwise specifically provided in this Note Purchase Agreement, all notices, demands and formal actions under this Note Purchase Agreement shall be in writing and mailed by first-class mail, postage prepaid and emailed (with confirmation of receipt) or delivered to the Purchaser and the Issuer at the respective addresses set forth on Schedule I.

(b) This Note Purchase Agreement will inure to the benefit of and be binding upon the Issuer and the Purchaser and their respective successors and assigns (provided, however, that the Issuer may not assign this Note Purchase Agreement without the written consent of the Purchaser), and will not confer any rights upon any other person, partnership, association or corporation. The terms “successors” and “assigns” shall not include any purchaser of the Notes from the Purchaser merely because of such purchase.

(c) The Purchaser makes no representation as to the sufficiency of the proceeds of the Notes for any intended use by the Issuer.

(d) All of the representations and warranties of the Issuer in this Note Purchase Agreement shall remain operative and in full force and effect regardless of (i) any payment for the Notes hereunder or (ii) termination or cancellation of this Note Purchase Agreement.

(e) Section headings have been inserted in this Note Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Note Purchase Agreement and will not be used in the interpretations of any provisions of this Note Purchase Agreement.

(f) If any provision of this Note Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Note Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(g) This Note Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Issuer hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the United States for the Southern District of New York and appellate courts thereof and (ii) consents that any action or proceeding relating to this Note Purchase Agreement and the transactions contemplated hereunder may be brought only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court.

(i) This Note Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Issuer and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

MUNICIPAL LIQUIDITY FACILITY LLC

By: \_\_\_\_\_  
NAME/TITLE

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

[NAME OF ISSUER]

By: \_\_\_\_\_  
NAME/TITLE



## SCHEDULE I TO NOTE PURCHASE AGREEMENT

Eligible Issuer (if the Issuer is a Designated Issuer, fill in identity – otherwise, N/A):

Principal Amount of Notes being Issued:

Principal Amount of Notes to be purchased by the Purchaser:

Purchase Price:

Closing Date: [date to be inserted, will be date selected by Issuer in consultation with the Administrative Agent that is 5-7 business days after the date of the NPA if a direct purchase or after the expected competitive bid date]

Expected Competitive Bid Date, if applicable:

Maturity Date(s):

Interest Rate: [direct purchase without competitive bid, insert: actual rate] [if a competitive bid process is conducted, insert: the interest rate on the Notes will be the rate determined by the Purchaser pursuant to the “Municipal Liquidity Facility – Pricing Annex” published by the Federal Reserve Bank of New York based on the overnight indexed swap rate for a comparable maturity plus a fixed spread based on the average long-term ratings for the credit for the Notes and their relevant tax status on the morning of the date that bids are to be submitted and communicated to the Issuer prior to the competitive bid process]

Interest Payment Dates:

Tax status (tax-exempt or taxable):

Lowest Rating Level (Eligible Issuer): [BB-/Ba3 (for a State, City or County) or BBB-/Baa3 (for a Multi-State Entity)]

Use of Proceeds:

Authorizing Actions:

Credit for the Notes:

Ratings on date of Note Purchase Agreement:

GO or ICR ratings (Eligible Issuer):

Long-Term Ratings on credit for the Notes:

Short-Term Note Ratings (if applicable):

Multi-State Entity ratings:

Purchaser’s Primary Contact Information:

Issuer’s Primary Contact Information:

**EXHIBIT A**  
**NOTICE OF RESULTS OF COMPETITIVE BID**

To: MUNICIPAL LIQUIDITY FACILITY LLC

Date:

NAME OF ISSUER (the "Issuer") has conducted [an all or none] [a modified Dutch auction] [other] competitive bid process on [INSERT DATE] with respect to the Issuer's [INSERT PRINCIPAL AMOUNT AND NAME OF NOTES] (the "Notes"). The Issuer hereby notifies you that, (select the appropriate statement)

\_\_\_ No bids were received or all bids were rejected by the Issuer and as a result all of the Notes shall be purchased by the Purchaser pursuant to, and subject to the conditions contained in, the Note Purchase Agreement, dated \_\_\_\_\_, between the Issuer and Municipal Liquidity Facility LLC (the "Purchase Agreement").

\_\_\_ The Issuer has awarded all of the Notes to other purchasers [*set forth the number of bids received, the name of the winning bidder(s) and the winning bid(s)*]. As a result, the Purchase Agreement shall terminate in accordance with its terms and be of no further force and effect.

\_\_\_ The Issuer has awarded a portion of the Notes to other purchasers [*set forth the number of bids received, the name(s) of the winning bidder(s) and the winning bid(s)*]. As a result, the principal amount of Notes to be purchased by the Purchaser pursuant to the Purchase Agreement shall be reduced to \$\_\_\_\_\_ and the Purchase Agreement is hereby amended to reflect that principal amount and otherwise remains in full force and effect.

Very truly yours,

[NAME OF ISSUER]

By: \_\_\_\_\_  
NAME/TITLE

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

MUNICIPAL LIQUIDITY FACILITY LLC

By: \_\_\_\_\_  
NAME/TITLE

**EXHIBIT B  
TO THE  
NOTE PURCHASE AGREEMENT  
CERTIFICATE OF THE [\_\_\_\_\_]**

I, [Name, Office], hereby certify on behalf of the Issuer as follows:

1. I am the chief fiscal officer of the Issuer, delegated with the powers and duties pertaining or incidental to the sale and issuance of the Notes described below, and I have responsibility for the administration and management of all financial affairs of the Issuer.

2. The representations and warranties of the Issuer in the Note Purchase Agreement between the Issuer and Municipal Liquidity Facility LLC, dated \_\_\_\_\_, 2020 (the "Note Purchase Agreement") are true and correct on and as of the date hereof as if made on the date hereof, and the Issuer has complied with and performed all of its covenants and agreements in the Note Purchase Agreement. All documents, agreements, certificates and instruments delivered by the Issuer to the Purchaser are in substantially the final forms provided to the Purchaser prior to the date of the Note Purchase Agreement.

3. The Issuer certifies that the general obligation or issuer credit ratings set forth on Schedule I to the Note Purchase Agreement are not below the Lowest Rating Level set forth on such Schedule I and the long-term ratings applicable to the credit for the Notes are the ratings set forth on such Schedule I [and the ratings on the Notes are the ratings set forth on Schedule I].

4. Each of the conditions in Section 4 of the Note Purchase Agreement to be satisfied by the Issuer has been satisfied by the Issuer on the date hereof and the Issuer is not aware of any other condition of the Note Purchase Agreement that has not been satisfied on the date hereof.

All terms used herein have the definitions set forth in the Note Purchase Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, 2020 [Closing Date].

[ISSUER]

By: \_\_\_\_\_  
Name/title

**EXHIBIT C**

**MUNICIPAL LIQUIDITY FACILITY ISSUER CERTIFICATIONS**

[provided separately]

INFORMATIONAL PURPOSES ONLY

**EXHIBIT D**

**CONTINUING DISCLOSURE UNDERTAKING**

[provided separately]

INFORMATIONAL PURPOSES ONLY

**EXHIBIT E**

**FORM OF NOTE**

**[attach form of Note provided by Issuer with the Application]**

INFORMATIONAL PURPOSES ONLY

## **EXHIBIT F**

### **LANGUAGE FOR NOTICE OF SALE**

“Municipal Liquidity Facility LLC (the “MLFLLC”) has agreed to purchase any and all of the Notes that the Issuer does not award to other purchasers, at a purchase price of 100% of the principal amount thereof and bearing interest at the rate determined by the Purchaser pursuant to the “Municipal Liquidity Facility – Pricing Annex” published by the Federal Reserve Bank of New York based on the overnight indexed swap rate for a comparable maturity plus a fixed spread based on the average long-term ratings for the credit for the Notes and their relevant tax status on the morning of the date that bids are to be submitted and communicated to the Issuer prior to the competitive bid process. The Issuer will be obligated to pay to the MLFLLC an origination fee equal to 0.10% of the principal amount of any Notes purchased by the MLFLLC. Such purchase is subject to certain conditions contained in a note purchase agreement between the MLFLLC and the Issuer and is not subject to any conditions set forth in this Notice of Sale.”

INFORMATIONAL PURPOSES ONLY