

RESOLUTION NO. 35 -11

(PROVIDING FOR THE ISSUANCE AND SALE OF UP TO \$25,000,000 OF THE COUNTY'S GENERAL OBLIGATION BONDS AND PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE BONDS, FOR THE LEVYING OF AD VALOREM TAXES FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND FOR RELATED MATTERS)

RECITALS

County Commissioners of Calvert County (the "County") is a body politic and corporate and a political subdivision duly formed and existing under the Constitution and the Laws of the State of Maryland.

Pursuant to Section 24 of Article 31 of the Annotated Code of Maryland (the "Refunding Act"), the County may issue bonds for the purpose of refunding any of its bonds then outstanding, including the payment of any redemption premium and any interest accrued or to accrue to the date of redemption, purchase or maturity of such bonds, for the purpose of realizing savings in the aggregate cost of debt service on either a direct comparison or present value basis.

Davenport & Company LLC, the County's financial advisor (the "Financial Advisor"), has advised the County that the County may be able to realize savings in the aggregate cost of debt service on (1) a portion of its Consolidated Public Improvement Project and Refunding Bonds, 2003 Series, maturing in 2014 through 2018, inclusive (the "2003 Bonds"), (2) its Consolidated Public Improvement Bonds, 2004 Series, maturing in 2015 through 2019, inclusive (the "2004 Bonds"), (3) its Consolidated Public Improvement Bonds, 2005 Series, maturing in 2016 through 2020, inclusive (the "2005 Bonds"), and (4) its Consolidated Public Improvement Bonds, 2006 Series, maturing in 2017 through 2021, inclusive (the "2006 Bonds") (collectively, the "Prior Bonds"), if refunding bonds are issued to refund all or a portion of the Prior Bonds. Based on the foregoing advice, the Board of County Commissioners of Calvert County (the "Board") has determined that it is in the best interest of the County to issue its general obligation refunding bonds in the aggregate principal amount not to exceed \$25,000,000, subject to adjustment as provided herein, to refund the Prior Bonds in whole or in part, including the payment of any redemption premium and the interest accrued or to accrue thereon to the applicable redemption date, and to pay costs, fees and expenses, including (without limitation) advertising, printing, financial advisory and legal fees incurred in the issuance and sale of any such bonds (the "Bond Issuance Costs").

Pursuant to the Refunding Act, the Board desires (a) to provide by this resolution for the issuance of the County's general obligation bonds in the aggregate principal amount not to exceed \$25,000,000, subject to adjustment as herein provided, for the above-stated purposes, (b) to provide for other matters in reference thereto, (c) to prescribe the manner of the sale of such bonds and the terms and conditions under which they shall be offered for sale, (d) to prescribe the form and maturities of such bonds, (e) to provide for the use of the proceeds of the sale of such bonds, (f) to provide for the payment of the principal of and interest on such bonds as such bonds shall respectively mature, by levying taxes to pay for the same, and (g) to provide for and determine various matters in connection therewith.

In addition, in order to enable the bidders for such bonds to comply with the requirements of paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12, it is necessary that the County enter into a contract to provide certain continuing disclosure information as required by that rule.

The Board desires that certain additional matters concerning such bonds, including, but not limited to, (a) providing for the aggregate principal amount of bonds to be issued, the amount of such bonds maturing in each year, and the Prior Bonds to be refunded, (b) providing for a change in the date or time of sale of such bonds, (c) providing for the acceptance by the County of bids received for such bonds, (d) fixing the interest rate or rates payable on such bonds, (e) ratifying the Preliminary Official Statement of the County prepared and distributed in connection with the issuance and sale of such bonds, (f) providing for changes to the form of such bonds and the Continuing Disclosure Agreement (hereinafter defined) approved pursuant to this Resolution, (g) approving the Official Statement of the County prepared in connection with the issuance and sale of such bonds, and (h) authorizing the execution, issuance and distribution of such Official Statement, be provided by and through one or more resolutions administrative in nature and supplemental hereto (each, a "Supplemental Resolution").

NOW, THEREFORE, in accordance with the Refunding Act:

SECTION 1. BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That all terms used herein which are defined in the Recitals hereof or the Exhibits hereto shall have the meanings given such terms therein.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That it is hereby found, determined and declared that the refunding of all or a portion of the Prior Bonds will further the purposes of the Refunding Act by allowing the County to realize savings in the aggregate cost of debt service, either on a direct comparison or present value basis.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That (a) Pursuant to the authority of the Refunding Act, the County shall borrow upon the full faith and credit of the County and shall issue and sell upon the full faith and credit of the County, at any time after the adoption of this Resolution, its general obligation bonds in fully registered form in an aggregate principal amount not to exceed Twenty Five Million Dollars (\$25,000,000), subject to adjustment as provided herein, such bonds to be designated as "County Commissioners of Calvert County Refunding Bonds, 2011 Series" (the "Bonds"). The net proceeds of the sale of the Bonds shall be used and refund the Prior Bonds in whole or in part and to pay Bond Issuance Costs, all as provided by, and without in any way limiting the provisions of, the Refunding Act.

Notwithstanding the foregoing provisions of this Resolution, the Bonds may be issued in one or more series, from time to time, as the Director of Finance and Budget of the County (the "Director of Finance") may deem appropriate upon the advice of the Financial Advisor and bond counsel employed by the County. In such event, the terms of such series of bonds, the method of sale thereof and all other matters regarding the sale, issuance and delivery of such series of bonds shall be determined by supplemental resolution of the Board.

(b) The Bonds shall be dated their date of initial delivery, shall be issued in book-entry form by issuing a single bond for each maturity of the Bonds registered in the name of Cede & Co., as nominee for The Depository Trust Company or its successor ("DTC") (provided that if DTC so requests or if DTC is replaced as the depository for the Bonds, replacement bonds shall be issued in denominations of \$5,000 each or any integral multiple thereof), and each series of the Bonds shall be consecutively numbered in such manner as shall be determined by the Bond Registrar (as defined herein).

(c) The Bonds shall mature on the fifteenth day of July in consecutive annual principal installments, in the years set forth in Exhibit A hereto, subject to adjustment as herein provided.

(d) The Bonds shall bear interest at the rate or rates named by the successful bidder for the Bonds under the terms of the Notice of Sale, the form of which is set forth in Exhibit D attached to this Resolution (the "Notice of Sale"), and such interest shall be payable on January 15, 2012, July 15, 2012, and semiannually thereafter on January 15 and July 15, until and including the date of maturity or earlier redemption.

(e) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication of such Bond, unless such Bond is registered and authenticated on an interest payment date, in which case it shall bear interest from such interest payment date, or, unless authenticated prior to the first interest payment date, in which case it shall bear interest from its dated date, or unless, as shown by the records of the Bond Registrar, interest on such Bond shall be in default, in which event such Bond shall bear interest from the date to which interest was last paid on such Bond.

(f) The Bonds shall be issued without coupons, in substantially the form attached hereto as Exhibit B and made a part hereof, and shall be completed in accordance with the provisions of this Resolution, with such changes to such form of the Bonds as the President of the Board shall approve (such approval to be conclusively evidenced by the execution and delivery of the Bonds by the President of the Board), which form, together with all of the covenants and conditions therein contained, are hereby adopted by the County as and for the form and tenor of obligations to be incurred by the County, and such covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained.

(g) The Bonds shall be executed on behalf of the County by the President of the Board by her manual or facsimile signature, and countersigned by the Treasurer, by her manual or facsimile signature, and shall bear a facsimile of the corporate seal of the County attested by the manual or facsimile signature of the Clerk to the Board. In the event that any official whose signature shall appear on the Bonds shall cease to be such official prior to the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The President of the Board, the Treasurer and the Clerk to the Board, by the execution of appropriate signature certificates, shall adopt, as and for their own proper signatures, their respective facsimile signatures on the Bonds if facsimile signatures are used.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the Bonds shall not be subject to redemption prior to their maturity.

SECTION 5. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That (a) The net proceeds of the sale of the Bonds shall be paid over to Manufacturers and Traders Trust Company, to be held, administered, and disbursed by it in its capacity as Escrow Deposit Agent (the "Escrow Deposit Agent") under an Escrow Deposit Agreement (the "Escrow Deposit Agreement"), which the President of the Board is hereby authorized to execute on behalf of the County concurrently with the closing for the Bonds, which execution shall be conclusive evidence of the approval by the County of the due execution of such instrument on behalf of the County. The amount paid to the Escrow Deposit Agent pursuant to this paragraph shall be paid to the Escrow Deposit Agent in Federal funds or other immediately available funds and shall be used and applied solely in accordance with the terms of the Escrow Deposit Agreement.

(b) The remaining proceeds of sale of the Bonds shall be paid to the Treasurer and shall be placed in the appropriate County fund(s) for purposes of paying Bond Issuance Costs. Until needed for such purposes, such proceeds may be invested or reinvested by the Director of Finance in accordance with Section 22 of Article 95 of the Annotated Code of Maryland; provided that the

investment by the County of such proceeds shall be subject to all of the provisions of Section 12 of this Resolution.

(c) Any proceeds remaining unused or unreserved for the purposes described in subparagraph (b) above shall, in the discretion of the Board, be applied to pay principal on the Bonds, except as otherwise may be provided by the Board pursuant to a resolution adopted by the Board.

SECTION 6. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That, (a) The President of the Board is hereby authorized to make such modifications to the form of the Bonds as may be appropriate to conform to any standard specifications for registered municipal securities which may be promulgated by any body generally recognized in the municipal securities industry (including, without limitation, the American National Standards Institute) in order to facilitate computer or other mechanical processing methods for registration of municipal bonds.

(b) The President of the Board shall also initiate a system for registration of the Bonds in book-entry form and is hereby authorized to enter into such agreements and to make such modifications to the form of the Bonds (as set forth in Exhibit B hereto) and the form of the Notice of Sale (as set forth in Exhibit D hereto) as may be necessary to provide for registration of the Bonds in book-entry form with DTC.

(c) The President of the Board may replace any depository for the Bonds pursuant to a book-entry registration system established in accordance with this Section if the President of the Board determines that such depository is incapable of discharging its duties with respect to the Bonds, or that the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of such book-entry system. Notice of such determination shall be given to such depository not less than 30 days prior to any such determination or such fewer number of days as may be acceptable to such depository.

Thereafter, the President of the Board may issue replacement Bonds to a substitute securities depository, to participants of a securities depository to be replaced or to beneficial owners of the Bonds properly identified by such participants.

(d) When the President of the Board initiates a book-entry registration system to be maintained by DTC or replaces DTC with another municipal securities depository (either a "Depository"), the President of the Board shall execute and deliver to the Depository any representation letters as shall be deemed necessary or appropriate by the President of the Board or other agreements then required by the Depository in order to qualify the Bonds for registration in book-entry form by the Depository. The President of the Board is hereby authorized to agree to any different manner for the payment of interest or principal or any different procedures for the redemption of bonds which is determined in accordance with any representation letters entered into with any Depository. Transfer or crediting of the appropriate principal and interest to the participants in the Depository will be the responsibility of the Depository, and transfer and crediting of principal and interest payments to the beneficial owners of the Bonds or their nominees will be the responsibility of the participants in the Depository. Transfers of beneficial ownership of the Bonds will be effected on the records of the Depository (and its participants) pursuant to rules and procedures established by the Depository.

(e) Any securities depository selected in accordance with this Resolution and each of its participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, shall agree that the County and its officers and employees shall have no liability for the failure of any such securities depository which may be selected as herein provided to perform its obligations to the participants and the beneficial owners of the Bonds, and neither the County nor any of its officers and employees shall be

liable for the failure of any participant or other nominee of the beneficial owners to perform any obligation the participant may incur to a beneficial owner of the Bonds.

SECTION 7. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the Bonds shall be authenticated and shall be subject to registration, exchange and transfer as follows:

(a) No Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication substantially in the form set forth in Exhibit B hereto shall have been duly executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered pursuant to this Resolution. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

(b) Upon presentation of any Bond for such purpose at the designated office of the Bond Registrar, the Bond Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as the County or the Bond Registrar may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain outstanding, the County shall cooperate in making all necessary provisions to permit the exchange of Bonds at the designated office of the Bond Registrar.

Each Bond shall be transferable only upon the books of the County maintained by the Bond Registrar, at the written request of the registered owner thereof or his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his attorney duly authorized in writing. Upon the surrender for transfer of any Bond, the County shall issue, and the Bond Registrar shall authenticate, in the name of the transferee, in authorized denominations, a new Bond or Bonds of the same series and aggregate principal amount as the surrendered Bond.

The County and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

Bonds, upon surrender thereof at the designated office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Bonds, the County or the Bond Registrar shall make a charge for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Such charge shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Bond Registrar shall not be obligated to make any such exchange or transfer of Bonds after the first day of the

month next preceding an interest payment date on the Bonds, or in case of any proposed redemption of the Bonds, during the 15 days next preceding the date of the mailing of notice of such redemption. The Bond Registrar shall not be required to make any transfer or exchange of any bonds called for redemption.

(c) In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Bond Registrar may authenticate a new Bond of like date, maturity, interest rate and denomination as that of the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the County and the Bond Registrar evidence of such loss, theft or destruction satisfactory to the County and the Bond Registrar, together with indemnity satisfactory to them. In the event any such Bond shall be about to mature or have matured or been called for redemption, instead of issuing a duplicate Bond, the Bond Registrar may pay the same without surrender thereof. The County and the Bond Registrar may charge the registered owner of such Bond their expenses and reasonable fees, if any, in this connection.

SECTION 7. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the advertisement and public sale of the Bonds shall be as follows:

(a) The Bonds shall be sold at public sale upon submission of electronic bids using the *PARITY*® bidding system ("*PARITY*®") to the bidder therefor whose bid provides the lowest true interest cost to the County, for cash at not less than par, after public notice by advertisement is published at least once in one or more daily or weekly newspapers having a general circulation in Calvert County, provided that the sale shall be held not sooner than 10 days following the first insertion of said advertisement. The advertisement of sale or the Notice of Sale described below may also be published in such financial journals and at such times as the President of the Board may deem appropriate. The advertisement of sale shall be substantially in the form attached hereto as Exhibit C and made a part hereof, with such changes therein as the President of the Board shall approve or as may be approved by Supplemental Resolution.

(b) The official Notice of Sale for the Bonds shall be substantially in the form attached hereto as Exhibit D and made a part hereof, with such changes therein as the President of the Board shall approve or as may be approved by Supplemental Resolution.

(c) The sale of the Bonds shall be held at 11:00 A.M. local time, on Tuesday, November 1, 2011; provided, however, that the Board may by adoption of a Supplemental Resolution change the date or time of such sale. The Bonds shall be sold upon the terms and conditions set forth in the official Notice of Sale.

(d) Notwithstanding the foregoing, the aggregate principal amount of the Bonds, the maturity schedule for the Bonds and the bidding parameters for the Bonds set forth in Exhibit C and Exhibit D may be adjusted if deemed appropriate by the Director of Finance, upon the advice of the Financial Advisor and bond counsel employed by the County, so long as the maximum limitations on the aggregate principal amount of the Bonds set forth in this Resolution are not exceeded.

SECTION 9. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That promptly after the sale of the Bonds the interest rate or rates payable thereon, the aggregate principal amount of the Bonds to be issued, the maturity schedule for the Bonds and the maturities of the Prior Bonds, if any, to be refunded shall be fixed by a Supplemental Resolution of the Board according to the terms and conditions of the sale, and the Bonds shall thereupon be suitably prepared and delivered to the Bond Registrar for completion, authentication and delivery to DTC for the account of the successful bidder therefor as provided in the Notice of Sale.

Any such Supplemental Resolution shall be adopted by the Board and shall be effective on the day of the sale of the Bonds and shall further provide for the following: (a) acceptance by the County of a bid received for the purchase of the Bonds pursuant to the terms and conditions of the Notice of Sale; (b) ratification of the Preliminary Official Statement of the County prepared and distributed in connection with the issuance and sale of the Bonds; (c) providing for changes, if any, to the forms of the Bonds and the Continuing Disclosure Agreement; (d) approval of the Official Statement of the County prepared in connection with the issuance and sale of the Bonds; (e) authorization of the execution, issuance and distribution of the Official Statement; and (f) such other matters as the Board shall deem necessary or advisable to consummate the transactions contemplated by this Resolution.

SECTION 10. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That Manufacturers and Traders Trust Company, Buffalo, New York, is hereby designated and appointed as the Bond Registrar and Paying Agent for the Bonds (the "Bond Registrar"). The Bond Registrar shall maintain books of the County for the registration and transfer of the Bonds. The President of the Board is hereby authorized and directed to execute and deliver an agreement with the Paying Agent and Registrar (the "Paying Agent Agreement"), in such form and containing such provisions as the President of the Board deems necessary and appropriate (as evidenced by her execution and delivery of such Paying Agent Agreement). The President of the Board, the Director of Finance and their designees are each authorized to take all actions on behalf of the County pursuant to the Paying Agent Agreement. The County may from time to time, either prior to or following the issuance of the Bonds, designate and appoint one or more alternate or substitute bond registrars, paying agents, co-paying agents or authenticating agents for the Bonds, and any such alternate or substitute shall be deemed to be the Bond Registrar or an alternate Bond Registrar for all purposes specified in the resolution appointing such substitute or alternate. Any such designation and appointment shall be made by the Board by resolution; and the exercise of such power or appointment, no matter how often, shall not be an exhaustion thereof.

SECTION 11. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That for the purpose of paying interest on the Bonds and also for the purpose of paying the principal of the Bonds as and when they respectively mature and are payable, there is hereby assessed and levied and there shall hereafter be assessed, levied and collected in each year, so long as any of the Bonds are outstanding and unpaid, an ad valorem tax on all property subject to taxation within Calvert County sufficient in rate and amount, together with other moneys available therefor, to pay the interest on all of the Bonds then issued and outstanding as the same becomes due and payable and to pay the principal of the Bonds as the same shall respectively mature, and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the prompt payment of the principal of and interest on the Bonds as and when the same respectively mature.

SECTION 12. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the County covenants and agrees with the registered owners from time to time of the Bonds, as follows:

(a) The County hereby covenants that it will take, or refrain from taking, any and all actions necessary to comply with the applicable provisions of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code") and the Income Tax Regulations thereunder, in order to preserve the status of the interest on the Bonds as excluded from gross income for Federal income tax purposes.

(b) Without limiting the generality of the foregoing covenant, (i) the County will not use or permit the use of any of the proceeds of the Bonds or any of the funds of the County in such manner as would cause the interest on the Bonds to be included in gross income for Federal income tax purposes, (ii)

the County will regulate the investment of the proceeds of the Bonds so as not to cause any of the Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code and the Income Tax Regulations thereunder, (iii) the County will, if and to the extent necessary, make periodic determinations of the rebate amount and timely pay any rebate amount, or installment thereof, to the United States of America, (iv) the County will prepare and timely file Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, and (v) the President of the Board and/or the Director of Finance are hereby authorized and directed to prepare or cause to be prepared and to execute any certificate or other document which may be required in order to assure compliance with the applicable provisions of Section 103 and Sections 141 through 150, inclusive, of the Code, and the Income Tax Regulations thereunder.

SECTION 13. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That in order to enable the bidders for the Bonds to comply with the requirements of paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), the County shall execute and deliver, on or before the date of issuance and delivery of the Bonds, a Continuing Disclosure Agreement in substantially the form attached hereto as Exhibit E (the "Continuing Disclosure Agreement"), with such changes therein as the President of the Board may approve, and the terms and conditions of such Continuing Disclosure Agreement are incorporated by reference herein and made a part hereof. Certain of the events listed in Section 4(a) of the Continuing Disclosure Agreement have been included for compliance with Rule 15c2-12 but are not relevant for the Bonds, specifically those events relating to debt service reserves, credit enhancements and liquidity providers, and property or other collateral.

SECTION 14. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That (a) conditional only upon the delivery of and payment for the Bonds, the County hereby specifically and irrevocably elects to redeem the Prior Bonds on the dates and at the redemption prices set forth in Exhibit F. The Escrow Deposit Agent shall cause a notice of redemption substantially in the form set forth in the Escrow Deposit Agreement to be published at the times and in the publications set forth in the applicable series of the Prior Bonds and to be mailed by first-class mail, postage prepaid, to all registered owners of the applicable Prior Bonds being redeemed at their addresses as they appear on the registration books provided for the Prior Bonds. The Escrow Agent shall also cause each such notice to be filed with the MSRB at the time such notice is mailed to the registered owners of the Prior Bonds. Notwithstanding the foregoing, the irrevocable election contained in this Section shall only be effective with respect to the maturities of the Prior Bonds, if any, identified in the Supplemental Resolution referred to in this Resolution and the notice of redemption given pursuant to this Section shall contain such omissions and variations as are authorized by such Supplemental Resolution.

(b) Within 30 days after the delivery of and payment for the Bonds, the Escrow Deposit Agent shall cause a notice of refunding, substantially in the form set forth in the Escrow Deposit Agreement, (A) to be published at the times and in the publications set forth in the Prior Bonds for redemption notices and to be mailed by first-class mail, postage prepaid, to all registered owners of the Prior Bonds being redeemed at their addresses as they appear on the registration books provided for the Prior Bonds and (B) to be filed with the MSRB. Such notice of refunding shall contain such omissions and variations as are authorized by the Supplemental Resolution referred to in this Resolution.

(c) In connection with the Escrow Deposit Agreement, the Director of Finance, or his designee, is hereby authorized to execute and file on behalf of the County a subscription for United States Treasury Obligations - State and Local Government Series, and any amendment thereto, and to take any other action or to execute any further instrument on behalf of the County necessary to purchase such

obligations or other Government Obligations necessary to effect the refunding of the Prior Bonds, and any such action taken prior to the date of this Resolution is hereby ratified and approved.

(d) Prior to the delivery of the Bonds, the County shall have received a certificate of a firm of independent certified public accountants, nationally recognized in the field of refunding of tax-exempt obligations, verifying that the maturing principal amounts of the obligations held in the fund created under the Escrow Deposit Agreement and interest earned thereon, together with any other amounts provided by the County, will be sufficient to pay all principal of and interest accruing on the Prior Bonds prior to their date of redemption and to redeem at the earliest practicable date, and to pay the redemption price and accrued interest on the Prior Bonds on such redemption date.

SECTION 15. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Resolution would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Resolution or any part hereof are inapplicable had been specifically exempted herefrom.

SECTION 16. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That the provisions of this Resolution shall constitute a contract between the County and the purchasers of the Bonds so long as the Bonds or any portion thereof hereby authorized remains unpaid.

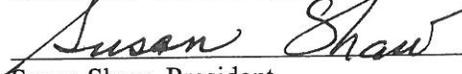
SECTION 17. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, That this Resolution shall take effect immediately.

DONE, this 20 day of Sept., 2011, by the Board of County Commissioners for Calvert County, Maryland, sitting in regular session.

ATTEST:


Corinne J. Cook, Clerk

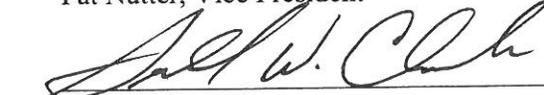
BOARD OF COUNTY COMMISSIONERS
CALVERT COUNTY, MARYLAND


Susan Shaw, President

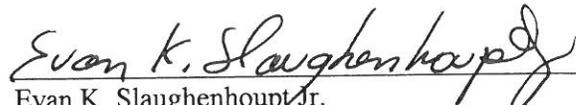
Approved for legal
sufficiency on September 20, 2011
by


Pat Nutter, Vice President


John B. Norris III
County Attorney


Gerald W. Clark

Received for Record..... 10/14 2011
at 10:25 o'clock A.M. Same day
recorded in Liber KPS No. 34
Folio 364 COUNTY COMMISSIONERS
ORDINANCES AND RESOLUTION.


Evan K. Slaughenhoupt Jr.


Steven R. Weems



EX000376373

EXHIBIT A

SCHEDULE OF MATURITIES OF THE BONDS

<u>Payment Date</u>	<u>Principal Payable</u>
July 15, 2012	\$ 10,000
July 15, 2013	10,000
July 15, 2014	4,038,333
July 15, 2015	4,038,333
July 15, 2016	4,038,333
July 15, 2017	4,048,333
July 15, 2018	4,038,334
July 15, 2019	4,048,334
July 15, 2020	750,000

The Bonds are issued pursuant to the authority of Section 24 of Article 31 of the Annotated Code of Maryland (the "Act") and in accordance with Resolution No. __-11, as supplemented by Resolution No. __-11 (collectively, the "Resolution"), each adopted by the Board of County Commissioners of Calvert County (the "Board").

The proceeds of the Bonds will be applied (a) to refund certain outstanding County general obligation bonds, and (b) to pay costs, fees and expenses, including advertising, printing, financial advisory and legal fees, incurred in the issuance and sale of the Bonds.

The Bonds shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiples thereof and shall mature in installments as provided in the Resolution.

This bond shall be registered on the books of the County to be kept for that purpose by the Bond Registrar at its designated office. This bond shall be transferable only upon such books at such office the registered owner or by its duly authorized officer or attorney, but this bond will not be transferred unless The Depository Trust Company ("DTC") determines to discontinue providing its services as a securities depository or directs that the Bonds be registered in a different name, or unless DTC is removed as the depository for the Bonds. This bond, upon surrender hereof at the designated office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner hereof or his duly authorized attorney, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of authorized denominations and of the same form and tenor of this bond. For every such exchange or transfer of Bonds, the County or the Bond Registrar shall make a charge for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Such charge shall be paid by the registered owner requesting such exchange or transfer as a condition precedent to the exercise of such privilege. The Bond Registrar shall not be obligated to make any such exchange or transfer of Bonds after the first day of the month next preceding an interest payment date on the Bonds.

The County and the Bond Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for all purposes; and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

The County hereby covenants to assess, levy and collect in each year, so long as any of the Bonds are outstanding and unpaid, an ad valorem tax on all property subject to taxation within Calvert County, Maryland, sufficient in rate and amount, together with other moneys available therefor, to pay the principal of and the interest on this bond; and the full faith and credit of the County are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and 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 Act and the Resolution, and that the issue of bonds, of which this is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland.

This bond shall not be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Bond Registrar, or its successor as Bond Registrar, of the Certificate of Authentication inscribed hereon.

No covenant or agreement contained in this bond shall be deemed to be a covenant or agreement of any officer, agent or employee of the County in his or her individual capacity, and neither the members

EX00037PG376

of the Board nor any official executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

IN WITNESS WHEREOF, County Commissioners of Calvert County has caused this bond to be signed by its President of the Board of County Commissioners of Calvert County by her manual or facsimile signature and countersigned by the Treasurer of the County by her manual or facsimile signature, and has caused a facsimile of the corporate seal of the County to be imprinted hereon and attested by the manual or facsimile signature of its Clerk to the Board of County Commissioners of Calvert County, all as of the Dated Date set forth above.

Countersigned:

COUNTY COMMISSIONERS OF
CALVERT COUNTY

[Manual or Facsimile Signature]

By: [Manual or Facsimile Signature]

Treasurer

President of the Board of
County Commissioners of
Calvert County

[SEAL]

ATTEST:

[Manual or Facsimile Signature]

Clerk to the Board of
County Commissioners of Calvert County

EX00037PG377

CERTIFICATE OF AUTHENTICATION

This bond is one of the County Commissioners of Calvert County Refunding Bonds, 2011 Series described in the Resolution referred to herein.

Date of Registration
and Authentication:

Manufacturers and Traders Trust Company,
Bond Registrar

By _____
Authorized Signature

EX000370378

ASSIGNMENT

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

(please insert name and address of, and social security number or other identifying number of assignee)

the within bond, and hereby irrevocably constitutes and appoints _____ or its successor as Bond Registrar to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of STAMP, SEMP or MSP signature guaranty medallion program.

Name of Registered Owner
NOTICE: Signature must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(Please insert Social Security or other Identifying Number of Assignee)

FORM OF ADVERTISEMENT OF SALE

\$25,000,000*
COUNTY COMMISSIONERS OF CALVERT COUNTY
REFUNDING BONDS, 2011 SERIES

Electronic Bids via **PARITY®** will be received for the above-captioned issue of general obligation bonds (the "Bonds") of County Commissioners of Calvert County (the "County") by the Director of Finance and Budget of the County, 1st Floor, Courthouse, 175 Main Street, Prince Frederick, Maryland 20678, until 11:00 o'clock a.m., local time, on Tuesday, November 1, 2011.

The Bonds will be dated the date of their initial delivery. Interest on the Bonds will be payable on January 15, 2012, July 15, 2012, and semiannually thereafter on January 15 and July 15 until maturity. The Bonds will be issued in serial form in the aggregate principal amount of \$25,000,000* and will mature on July 15 in the following years and in the following principal amounts:

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2012.....		2017.....	
2013.....		2018.....	
2014.....		2019.....	
2015.....		2020.....	
2016.....			

The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. The dollar amount bid for principal and any amount bid for premium by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the interest rates specified by the successful bidder for all maturities will not change. Procedures for announcing such adjustments and limitations on the amounts of such adjustments after the sale are set forth in the official Notice of Sale and the successful bidder may not withdraw its bid as a result of any changes made within the limits set forth therein.

The Bonds are not subject to redemption prior to their stated maturities.

The issuance of the Bonds is authorized by Section 24 of Article 31 of the Annotated Code of Maryland. The proceeds of the Bonds will be applied (a) to refund certain outstanding general obligation bonds of the County, and (b) to pay all costs, fees and expenses, including advertising, printing, financial advisory and legal fees, incurred in the issuance and sale of the Bonds.

* Preliminary, subject to adjustment as provided herein.

EX 0003719380

Bidders must bid at least 100% of par, but no more than 110% of par, for the Bonds and must specify the rate or rates of interest to be paid thereon in multiples of 1/8 or 1/20 of 1%. Bidders may specify more than one rate of interest, but not more than one interest rate for any maturity, nor a zero rate. The difference between the maximum and minimum interest rates so specified may not be greater than 3.0% and no interest rate that exceeds 5.25% may be specified. Split or supplemental interest rates may not be specified. The Bonds will be awarded to the bidder offering the lowest true interest cost to the County, such interest cost to be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid.

The County reserves the right to postpone, from time to time, the date established for the receipt of bids or to change the bidding constraints on the Bonds. In addition, the County reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent alternative sale date. The official Notice of Sale contains specific provisions regarding the announcement of any such postponement and alternative sale date.

The Bonds will be issued in fully registered book-entry form. The Depository Trust Company, New York, New York, will act as securities depository for the Bonds.

The Bonds are general obligation bonds of the County, and will constitute an irrevocable pledge of its full faith and credit and unlimited taxing power. The issuance of such Bonds will be subject to approval of legality by McGuireWoods LLP, Baltimore, Maryland, Bond Counsel, and their opinion will be delivered, without charge, to the successful bidder for the Bonds.

The Preliminary Official Statement concerning this sale of Bonds and the official Notice of Sale will be supplied to prospective bidders upon request made in writing to Timothy Hayden, Director of Finance and Budget, Courthouse, 175 Main Street, Prince Frederick, Maryland 20678, or to the County's the financial advisor for the issuance of the Bonds, Davenport & Company LLC, 8600 LaSalle Road, Suite 324, Towson, Maryland 21286, or by telephone (410) 296-9426.

The right is reserved to reject any and all bids.

COUNTY COMMISSIONERS OF
CALVERT COUNTY

By: Susan Shaw
President of the Board
of County Commissioners

FORM OF NOTICE OF SALE**NOTICE OF SALE**

\$25,000,000*
COUNTY COMMISSIONERS OF CALVERT COUNTY
REFUNDING BONDS, 2011 SERIES

Electronic Bids via **PARITY®** will be received for the above-captioned issue of general obligation bonds (the "Bonds") of County Commissioners of Calvert County (the "County") by the Director of Finance and Budget of the County, 1st Floor, Courthouse, 175 Main Street, Prince Frederick, Maryland 20678, until 11:00 o'clock a.m. local time on Tuesday,

November 1, 2011.

Dated Date and Interest Payment Dates. The Bonds will be dated their date of initial delivery. Interest on the Bonds will be payable on January 15, 2012, July 15, 2012, and semiannually thereafter on January 15 and July 15 until maturity.

Principal Amounts and Principal Payment Dates. The Bonds will be issued in serial form in the aggregate principal amount of \$25,000,000* and will mature on July 15 in the following years and in the following principal amounts:

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2012.....		2017.....	
2013.....		2018.....	
2014.....		2019.....	
2015.....		2020.....	
2016.....			

General Obligations. The Bonds will be the unconditional general obligation of the County and will be issued upon its full faith and credit, which will be irrevocably pledged to the prompt payment of the principal of and interest on all of the Bonds as the same become due.

Book-Entry Form; Payment. The Bonds will be issued in book-entry form by issuing a single bond for each maturity registered in the name of Cede & Co. as nominee for The Depository Trust Company or its successor ("DTC") and immobilized in its custody under DTC's "FAST" system (provided that if DTC so requests or if DTC is replaced as the depository for the Bonds, replacement bonds will be issued in the denominations of \$5,000 or any integral multiples thereof). Principal of the Bonds will be payable at maturity to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or

persons acting through such participants.

*Preliminary, subject adjustment as provided herein.

The principal of the Bonds will be payable at the designated office of Manufacturers and Traders Trust Company, Buffalo, New York (the "Bond Registrar"), upon presentation and surrender of the Bonds. Payment of interest on the Bonds shall be made by the Bond Registrar on each interest payment date to the person appearing on the registration books of the County maintained by the Bond Registrar as the registered owner thereof, by check or draft mailed to each such registered owner at the address appearing on such registration books on the record date for the Bonds, which shall be the first day of the month next preceding each interest payment date. Notwithstanding the foregoing, while the Bonds are registered under DTC's book-entry only system, payment of the principal of and interest on the Bonds shall be made by the Bond Registrar to DTC or its nominee in accordance with the procedures of DTC.

Authorization and Use of Proceeds. The issuance of the Bonds is authorized by Section 24 of Article 31 of the Annotated Code of Maryland. The proceeds of the Bonds will be applied (a) to refund certain outstanding general obligation bonds of the County, and (b) to pay all costs, fees and expenses, including advertising, printing, financial advisory and legal fees, incurred in the issuance and sale of the Bonds.

Bonds Not Subject to Redemption. The Bonds are not subject to redemption prior to their stated maturities.

Adjustments. The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. Changes to be made prior to the sale will be through TM3 News Service not later than 9:30 a.m. local time on the date of sale (or as soon thereafter as is reasonably practical) and will be used to compare bids and select a winning bidder. Changes to be made after the sale and the maturity amounts for the Bonds will be communicated to the successful bidder by 5:00 p.m. local time on the date of the sale, will be made only as necessary to effect the refunding, and will not reduce or increase the aggregate principal amount of the Bonds by more than 10% from the amount bid upon. In addition, the final maturity schedule for the Bonds will be communicated to the successful bidder by 5:00 p.m. local time on the date of the sale. The dollar amount bid for principal and any amount bid for premium by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

TERMS OF SALE

Electronic Bids. Electronic bids will be received via **PARITY®** pursuant to this Notice of Sale until 11:00 a.m. local time on the date of sale, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY®** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY®**, potential bidders may contact **PARITY®** at (212) 849-5021. Bidders may only submit bids electronically via **PARITY®**.

Each prospective bidder shall be solely responsible to submit its bids via **PARITY®** as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access **PARITY®** for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor **PARITY®** shall have any duty or obligation to provide or assure access to **PARITY®** to any prospective bidder, and neither the County nor **PARITY®**

shall be responsible for proper operation of, or have any liability for delays or interruptions of, or any damages caused by, **PARITY®**. The County is using **PARITY®** as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of **PARITY®** to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the bid parameters set forth herein. All costs and expenses incurred by prospective bidders in connection with their submissions of bids via **PARITY®** are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Bonds, such bidder should telephone **PARITY®** at (212) 849-5021 and notify the County's Financial Advisor, Davenport & Company LLC, by facsimile at (410) 296-8517 and by telephone at (410) 296-9426.

Electronic bids must be submitted for the purchase of the Bonds (all or none) via **PARITY®**. Bids will be communicated electronically to the County at 11:00 a.m. local time, on November 1, 2011. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via **PARITY®**, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via **PARITY®** to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. *For purposes of the electronic bidding process and the time for submitting sealed bids, the time as maintained on **PARITY®** shall constitute the official time.*

Bidding Constraints. Each bidder shall submit one bid via **PARITY®** on an "all-or-none" basis. Each bid must specify the rate or rates of interest to be paid on the Bonds, in multiples of one-eighth or one-twentieth of one percent ($1/8$ or $1/20$ of 1%). Bidders may specify more than one rate of interest to be borne by the Bonds, but all Bonds maturing on the same date must bear interest at the same rate. Bidders may not specify (1) any interest rate for any Bonds which exceeds the interest rate stated in such bid for any other Bonds by more than 3.0%, (2) any interest rate that exceeds 5.25%, or (3) a zero rate of interest. Bidders are requested to specify the true interest cost (computed in accordance with the terms of this Notice of Sale) in their bids for the Bonds. A bid for the purchase of the Bonds at a price of less than 100% of par or more than 110% of par, or a bid for the Bonds that specifies split or supplemental interest rates, will not be considered. The County will also not consider and will reject any bid for the purchase of less than all of the Bonds. All bids must be unconditional.

By submitting a bid for the Bonds, the bidder agrees, if it is the successful bidder for the Bonds, (1) to provide full and complete pricing information with respect to the Bonds to the County in a timely manner so that the County may fulfill its obligation relating to the delivery of the Official Statement to the purchaser of the Bonds within seven business days following the award, including, without limitation, the offering price(s), interest rate(s), selling compensation, delivery dates and other similar information; (2) to comply with the requirements of SEC Rule 15c2-12 ("Rule 15c2-12"), applicable federal and state securities laws and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB") in connection with the offer and sale of the Bonds; (3) to furnish to the County before the delivery of the Bonds such information as shall be necessary to enable the County to determine the "issue price" of the Bonds in accordance with the Internal Revenue Code of 1986, as amended, as described below; and (4) within three business days after the final Official Statement becomes available, to cause copies thereof to be filed with the MSRB.

Good Faith Deposit. A good faith deposit (the "Deposit") is required in connection with the sale and bid for the Bonds. The Deposit may be provided in the form of (i) a federal funds wire transfer in the amount of \$500,000 to be submitted to the County by the successful bidder not later than 3:00 p.m. local time (the "Deposit Deadline") on the date of sale or (ii) a financial surety bond (a

“Surety Bond”) from an insurance company acceptable to the County and licensed to issue such a bond in the State of Maryland in the amount of \$500,000, each option as described in more detail below. The Deposit of the successful bidder will be retained by the County to be applied in partial payment for the Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of its bid, the proceeds thereof will be retained as and for full liquidated damages.

If a federal funds wire transfer is used, the County shall distribute wiring instructions for the Deposit to the successful bidder upon verification of the bids submitted by the bidders and prior to the Deposit Deadline. If the Deposit is not received by the Deposit Deadline, the award of the sale of the Bonds to the successful bidder may be cancelled by the County in its discretion without any financial liability of the County to the successful bidder or any limitation whatsoever on the County’s right to sell the Bonds to a different purchaser upon such terms and conditions as the County shall deem appropriate.

If a Surety Bond is used, it must be submitted to the County prior to 5:00 p.m. local time on the day prior to the date for receipt of bids, and must be in form and substance acceptable to the County, including (without limitation) identifying the bidder whose Deposit is guaranteed by such Surety Bond. If the Bonds are awarded to a bidder utilizing a Surety Bond, then such successful bidder is required to submit its Deposit to the County not later than 12:00 p.m. local time on the next business day following the award in accordance with wire instructions delivered by the County to such bidder. If such Deposit is not received by that time, the Surety Bond may be drawn by the County to satisfy the Deposit requirement.

Award of Bonds. The County will not consider and will reject any bid for the purchase of less than all of the Bonds. THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY IRREGULARITY OR NON-CONFORMITY IN ANY BID. Bids will be opened promptly after 11:00 o’clock a.m. local time (as determined in accordance with the time as maintained on *PARITY*®) on November 1, 2011. The award, if made, will be made as promptly as possible after the bids are opened to the bidder offering the lowest interest rate to the County. The lowest interest rate shall be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid. The TIC shall be as determined by the financial advisor to the County based on the terms of this Notice of Sale and all amendments thereto and on each bid as submitted. If two or more bidders offer to purchase the Bonds at the same lowest true interest cost, then such award will be made to the bidder offering the highest premium. If two or more bidders offer to purchase the Bonds at the same lowest true interest cost, with the same premium, the Bonds will be awarded by lot to one of such bidders. The judgment of the County shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Notice of Sale.

Postponement of Sale; Change in Bidding Constraints. The County reserves the right to postpone, from time to time, the date or time established for the receipt of the bids or to change the bidding constraints on the Bonds. Any such postponement or change in bidding constraints will be announced on TM3 News Service by notice given not later than 1:00 p.m. local time, on the last business day prior to any announced date for receipt of bids. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced on TM3 News Service at least 48 hours prior to such alternative sale date. In addition, the County reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent alternative sale date. On any such alternative sale date, any bidder may submit an electronic bid via *PARITY*® 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 the changes announced on TM3 News Service at or before the time the sale date and time are announced.

Bond Insurance. In the event that all or any part of the Bonds are initially reoffered with bond insurance secured by the successful bidder, the successful bidder shall notify promptly the Director of Finance and Budget of the County at the time of sale of such event and shall provide him with any information he reasonably requests regarding such bond insurance, including the amounts paid for such insurance. The County will, at the request and expense of the successful bidder, include customary language in the Official Statement and the form of the Bonds regarding the insurance policy upon receipt of such opinions or certificates as the County reasonably may request regarding the accuracy of any information to be included in the Official Statement and the binding nature of the obligations contained in the insurance policy with respect to the Bonds. The County shall have no obligation to provide the successful bidder or the issuer of the bond insurance policy with any other documents or opinions relating to the Bonds. Neither the failure of the Bonds to be insured by such bond insurance policy nor any change in the ratings provided by any rating agency with respect to the issuer of such bond insurance policy occurring between the time of the award of the Bonds and the time the Bonds are delivered shall relieve the successful bidder of its contractual obligation to purchase the Bonds.

Legal Opinion. The issuance of the Bonds will be subject to delivery of the approving opinion of McGuireWoods LLP, Baltimore, Maryland, and copies of their opinion shall be substantially in the form set forth in the Preliminary Official Statement (hereinafter defined). The opinion will be delivered, without charge, to the successful bidder for the Bonds.

CUSIP Numbers. It is anticipated that the CUSIP identification numbers will be printed on the Bonds, but 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 successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

Delivery of Bonds. The Bonds will be delivered on November 16, 2011, or as soon as practicable thereafter, at the expense of the County, for the account of the successful bidder, through the facilities of DTC in New York, New York, upon payment of the amount of the successful bid (including any premium), less the deposit theretofore made. Payment for the Bonds shall be made in federal funds. The Bonds will be issued by means of book-entry system with no physical distribution of bond certificates made to the public. The successful bidder for the Bonds, as a condition to delivery of the Bonds of such issue, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., its partnership nominee.

As a condition to the award of the Bonds, the successful bidder shall be required to communicate to the County the initial offering prices at which a bona fide offering of Bonds has been made to the public, which prices are to be shown on the cover of the Official Statement (the "Initial Offering Prices"). Furthermore, as a condition to the delivery of the Bonds, the successful bidder shall be required to furnish to the County a written certificate acceptable to the County's bond counsel to the effect that the successful bidder has made a bona fide public offering of the Bonds at the Initial Offering Prices and that a substantial portion of each maturity of the Bonds has been sold to the public (excluding bond houses, brokers and other intermediaries) at the respective Initial Offering Prices. Such certifications shall be made based on actual facts known to the successful bidder as of the sale date. For purposes of the successful bidder's certificate, a substantial portion of the Bonds is at least 10% in par amount of each maturity of the Bonds. If the successful bidder cannot deliver the certificate as described above, the County's bond counsel will be required to evaluate the facts and circumstances of the offering and sale of the Bonds to confirm compliance with statutory requirements of avoiding the establishment of an artificial price for the Bonds.

Closing Documents. The Bonds will be accompanied by the customary closing documents, including

a no-litigation certificate, effective as of the date of delivery, stating that there is no litigation pending against the County affecting the validity of the Bonds. It shall be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that, simultaneously with or before delivery and payment for the Bonds, such successful bidder shall be furnished a certificate or certificates of the President of the Board and the Director of Finance and Budget of the County to the effect that, to the best of their knowledge and belief, the Official Statement (hereinafter defined) (and any amendment or supplement thereto) (except for information relating to DTC and its book-entry system and any information furnished by the successful bidder, as to which no view will be expressed) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and that between the date of sale and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenues of the County, except as reflected or contemplated in the Official Statement (and any amendment or supplement thereto).

Preliminary Official Statement. The Preliminary Official Statement of the County concerning the Bonds (the "Preliminary Official Statement") has been "deemed final" by the County as of its date for purposes of Rule 15c2-12 but is subject to revision, amendment and completion in the final Official Statement.

Official Statement. As soon as practicable after the award of the Bonds to the successful bidder therefor on the day of sale, the County will authorize the final Official Statement for the Bonds (the "Official Statement"). By submitting its bid for the Bonds, the successful bidder agrees to provide the County with pricing information and such other information as the County may require in order that the County may provide the successful bidder with a final Official Statement in compliance with Rule 15c2-12. Whether or not any such information is included in the Official Statement (and any amendment or supplement thereto), such successful bidder shall be responsible to the County and its officials in all respects for the accuracy, fairness and completeness of such information, and for all decisions made with respect to the use or omission of such information in any re-offering of the Bonds, including the presentation or exclusion of any such information in any documents, including the Official Statement. Within seven (7) business days after the award of the Bonds to the successful bidder, the County will deliver to the successful bidder an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement. The successful bidder will also be furnished, without cost, with up to 150 copies of the Official Statement and any amendments or supplements thereto. The successful bidder may obtain additional copies at the successful bidder's own expense.

The County will undertake to provide the successful bidder with further additional information to be included in the Official Statement, when in the opinion of the County or of Bond Counsel, such additional information constitutes a material change to the Official Statement. The County will take such steps as are necessary to arrange for amending and supplementing the Official Statement in connection with the disclosure of such additional information; provided, however, that the County shall have no obligation to provide such additional information after the date which is 25 days after the "end of the underwriting period," as such term is defined in Rule 15c2-12.

Continuing Disclosure Agreement. In order to assist bidders in complying with paragraph (b)(5) of Rule 15c2-12, the County will execute and deliver a continuing disclosure agreement on or before the date of issuance of the Bonds pursuant to which the County will undertake to provide certain information annually and notices of certain events. A description of this agreement is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

Additional Information. The Preliminary Official Statement of County Commissioners of Calvert

00000376387

County, Maryland, concerning the Bonds and copies of this Notice of Sale may be obtained from Timothy Hayden, Director of Finance and Budget, Courthouse, 175 Main Street, Prince Frederick, Maryland 20678, or from the County's Financial Advisor, Davenport & Company LLC, 8600 LaSalle Road, Suite 324, Towson, Maryland 21286 (410-296-9426).

COUNTY COMMISSIONERS OF
CALVERT COUNTY

By: Susan Shaw
President of the Board
of County Commissioners

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement"), is executed and delivered by County Commissioners of Calvert County (the "County") in connection with the issuance of its \$_____ County Commissioners of Calvert County Refunding Bonds, 2011 Series (the "Bonds"). The County, intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

Section 1. Purpose of this Disclosure Agreement.

This Disclosure Agreement is being executed and delivered by the County for the benefit of the owners and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule (defined below). The County's obligations hereunder shall be limited to those required by written undertaking pursuant to the Rule.

Section 2. Definitions.

In addition to the definitions set forth above, which apply to any capitalized term used in this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"EMMA" means the Electronic Municipal Market Access system of the MSRB as provided at <http://www.emma.msrb.org>, or any similar system that is acceptable to or as may be specified by the Securities and Exchange Commission from time to time.

"Listed Event" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any successor organization.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time, any successor provisions of similar import promulgated by the Securities and Exchange Commission in the future, and any applicable no-action letters and other authoritative interpretations of Rule 15c2-12 released by the Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information, Operating Data and Audited Information.

(a) The County shall provide to the MSRB in an electronic format as prescribed by the MSRB, directly or through an intermediary, annual financial information and operating data as set forth in Schedule A to this Continuing Disclosure Agreement, such information and data to be updated as of the end of the preceding fiscal year and made available within 275 days after the end of the fiscal year, commencing with the fiscal year ending June 30, 2011.

(b) The County shall provide to the MSRB in an electronic format as prescribed by the MSRB, directly or through an intermediary, annual audited financial statements for the County, such information to be made available within 275 days after the end of the County's fiscal year, commencing with the fiscal year ending June 30, 2011, unless the audited financial statements are not available on or before such date, in which event said financial statements will be provided promptly when and if available. In the event that audited financial statements are not available within 275 days after the end of the County's fiscal year (commencing with the fiscal year ending June 30, 2011), the County will provide unaudited financial statements within such time period.

(c) (1) Except as otherwise provided in this paragraph (c), the presentation of the financial information referred to in paragraph (a) and in paragraph (b) shall be made in accordance with the same accounting principles as utilized in connection with the presentation of applicable comparable financial information included in the final official statement for the Bonds.

(2) The County may make changes to the presentation of the financial information required in paragraph (a) and in paragraph (b) necessitated by changes in Generally Accepted Accounting Principles.

(3) The County may otherwise modify the presentation of the financial information required herein, provided that this Disclosure Agreement is amended in accordance with Section 6 hereof.

(d) If the County is unable to provide the annual financial information and operating data within the applicable time periods specified in (a) and (b) above, the County shall send in a timely manner a notice of such failure to the MSRB in an electronic format as prescribed by the MSRB.

(e) The County hereby represents and warrants that it has not failed to comply with any prior disclosure undertaking made pursuant to the Rule.

Section 4. Reporting of Significant Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

- (vii) modifications to rights of owners of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (xiii) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event, the County shall file in a timely manner, not in excess of ten (10) business days after the occurrence of such event, directly or through an intermediary, a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB.

(c) For the purposes of the event identified in subparagraph (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

Section 5. Termination of Reporting Obligations; EMMA

(a) The County's obligations under this Disclosure Agreement shall terminate upon the payment in full of all of the Bonds either at their maturity or by early redemption. In addition, the County may terminate its obligations under this Disclosure Agreement if and when the County no longer remains an obligated person with respect to the Bonds within the meaning of the Rule.

(b) All documents provided to the MSRB pursuant to this Disclosure Agreement shall be submitted to EMMA and shall accompanied by identifying information as prescribed by the MSRB.

Section 6. Amendments.

The County may provide further or additional assurances that will become part of the County's

obligations under this Disclosure Agreement. In addition, this Disclosure Agreement may be amended by the County in its discretion provided that (i)(A) the amendment is being made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County as the obligated person with respect to the Bonds, or type of business conducted; (B) this Disclosure Agreement, as amended, would, in the opinion of nationally recognized bond counsel selected by the County, have complied with the requirements of the Rule at the time of the issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (C) the amendment does not materially impair the interests of holders of the Bonds, including beneficial owners, as determined by nationally recognized bond counsel selected by the County, or by an approving vote of the holders of at least 25% of the outstanding aggregate principal amount of the Bonds; or (ii) the County receives an opinion of nationally recognized bond counsel selected by the County to the effect that such amendment is permitted or required by the Rule. The reasons for the County agreeing to provide any further or additional assurances or for any amendment and the impact of the change in the type of financial information or operating data being provided will be explained in information provided with the annual financial information containing the additional or amended financial information or operating data.

Section 7. Additional Information.

Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including disclaimers or any other information in any disclosure made pursuant to Section 4(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event.

Section 8. Governing Law.

This Disclosure Agreement, and any claim made with respect to the performance by the County of its obligations hereunder, shall be governed by, subject to, and construed according to the Federal securities laws, where applicable, and the laws of the State of Maryland, without reference to the choice of law principles thereof.

Section 9. Limitation of Forum.

Any suit or other proceeding seeking redress with regard to any claimed failure by the County to perform its obligations under this Disclosure Agreement must be filed in the Circuit Court for Calvert County, Maryland.

Section 10. Limitation on Remedies.

The County shall be given written notice at the address set forth below of any claimed failure by the County to perform its obligations under this Disclosure Agreement, and the County shall be given 45 days to remedy any such claimed failure. Any suit or other proceeding seeking further redress with regard to any such claimed failure by the County shall be limited to specific performance as the adequate and exclusive remedy available in connection with such action. Written notice to the County shall be given to the Director of Finance and Budget, Courthouse, 175 Main Street, Prince Frederick, Maryland 20678 or at such alternate address as shall be specified by the County in disclosures made pursuant to Section 3(a) or (b) hereof or a notice of occurrence of a Listed Event.

Section 11. Relationship to Bonds.

This Disclosure Agreement constitutes an undertaking by the County that is independent of the County's obligations with respect to the Bonds. Any breach or default by the County under this Disclosure Agreement shall not constitute or give rise to a breach or default under the Bonds.

Section 12. Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the owners and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Severability.

In case any section or provision of this Disclosure Agreement or any covenant, stipulation, obligation, agreement, or action, or any part thereof, made, assumed, entered into or taken under this Disclosure Agreement, or any application thereof, is for any reason held to be illegal or invalid or is at any time inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Disclosure Agreement, or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Disclosure Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein.

Section 14. Entire Agreement.

This Disclosure Agreement contains the entire agreement of the County with respect to the subject matter hereof and supersedes all prior arrangements and understandings with respect thereto; provided, however, that this Disclosure Agreement shall be interpreted and construed with reference to and in pari materia with the Rule.

Section 15. Captions.

The captions or headings herein shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections hereof.

IN WITNESS WHEREOF, this Continuing Disclosure Agreement is being executed by County Commissioners of Calvert County as of this ____ day of _____, 2011.

COUNTY COMMISSIONERS OF
CALVERT COUNTY

EK9883719393

[SEAL]

By: *Susan Shaw*
Susan Shaw,
President of the Board of
County Commissioners

ATTEST:

Corinne J. Cook, Clerk

EX020370394

Schedule A

- (1) Summary of County Revenues and Expenditures
- (2) Summary of Outstanding Bonded Indebtedness
- (3) Assessed Values, Tax Rates, Tax Levies and Collections

PRIOR BONDS

Consolidated Public Improvement Project and Refunding Bonds, 2003 Series
To be redeemed on or about July 15, 2013

<u>Maturing July 15</u>	<u>Principal*</u>	<u>Rate of Interest</u>	<u>Call Price</u>	<u>CUSIP</u>
2014	\$2,250,000	4.00 %	101%	131537RE4
2015	2,340,000	4.00	101	131537RF1
2016	2,435,000	4.00	101	131537RG9
2017	2,530,000	4.125	101	131537RH7
2018	2,630,000	4.25	101	131537RJ3

* Represents a portion of the Refunded Bonds of such series maturing in such year.

Consolidated Public Improvement Bonds, 2004 Series
To be redeemed on or about April 1, 2014

<u>Maturing April 1</u>	<u>Principal</u>	<u>Rate of Interest</u>	<u>Call Price</u>	<u>CUSIP</u>
2015	\$635,000	4.00 %	100%	131537RW4
2016	660,000	4.00	100	131537RX2
2017	685,000	4.00	100	131537RY0
2018	710,000	4.125	100	131537RZ7
2019	735,000	4.20	100	131537SA1

Consolidated Public Improvement Bonds, 2005 Series
To be redeemed on or about April 1, 2015

<u>Maturing April 1</u>	<u>Principal</u>	<u>Rate of Interest</u>	<u>Call Price</u>	<u>CUSIP</u>
2016	\$505,000	4.00%	100%	131537SM5
2017	525,000	4.00	100	131537SN3
2018	545,000	4.00	100	131537SP8
2019	565,000	4.00	100	131537SQ6
2020	585,000	4.10	100	131537SR4

Consolidated Public Improvement Bonds, 2006 Series
 To be redeemed on or about April 1, 2016

<u>Maturing April 1</u>	<u>Principal</u>	<u>Rate of Interest</u>	<u>Call Price</u>	<u>CUSIP</u>
2017	\$725,000	4.10 %	100%	131537TC6
2018	725,000	4.125	100	131537TD4
2019	725,000	4.20	100	131537TE2
2020	725,000	4.25	100	131537TF9
2021	725,000	4.25	100	131537TG7

32799899.2