



MONTGOMERY COUNTY EXECUTIVE ORDER

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

Subject ORDER SPECIFYING TERMS AND CONDITIONS FOR THE ISSUANCE OF MONTGOMERY COUNTY, MARYLAND REVENUE BONDS (TRINITY HEALTH CREDIT GROUP), SERIES 2016 MD	Executive Order No. 14-16	Subject Suffix
Department Department of Finance	Department No. B347-16	Effective Date January 26, 2016

BACKGROUND

1. On October 15, 2013, pursuant to the Maryland Economic Development Revenue Bond Act, Sections 12-101 through 12-118 of the Economic Development Article of the Annotated Code of Maryland, as amended (the "Act"), the County Council of Montgomery County, Maryland (the "County Council"), adopted Resolution No. 17-911 (the "2013 Resolution") providing for the issuance and sale by Montgomery County, Maryland (the "Issuer"), as its limited obligations and not upon its faith and credit or pledge of its taxing power, of its Revenue Bonds in an aggregate principal amount not to exceed \$125,000,000 for the purpose of providing financing and refinancing for the construction and acquisition of certain facilities (collectively, the "Facility") to be operated by Trinity Health Corporation, Inc., an Indiana nonprofit corporation (the "Borrower") and/or one or more affiliates of the Borrower.
2. On January 27, 2015, pursuant to the Act, the County Council adopted Resolution No. 18-46 (the "2015 Resolution" and, together with the 2013 Resolution, the "Resolutions") providing for the issuance and sale by the Issuer as its limited obligations and not upon its faith and credit or pledge of its taxing power, of its Revenue Bonds in an aggregate principal amount not to exceed \$200,000,000 for the purpose of providing financing and refinancing for the construction and acquisition of the Facility to be operated by the Borrower and/or one or more affiliates of the Borrower.
3. As permitted by and in accordance with the Act, the Resolutions authorize the County Executive, prior to the issuance, sale and delivery of the bonds authorized by the Resolutions (the "Bonds"), by one or more executive orders or otherwise, to specify, prescribe, determine, provide for or approve, certain matters, details, forms, documents or procedures appropriate to the authorization, sale, security, issuance, delivery, or payment of or for the Bonds.
4. The Issuer has determined to issue and deliver the Bonds as hereinafter described.

ACTION

1. Pursuant to and in accordance with the Act and the Resolutions, the Issuer shall issue, sell and deliver the Bonds in the aggregate principal amount of \$41,390,000 designated as



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Montgomery County, Maryland
Revenue Bonds
(Trinity Health Credit Group)
Series 2016 MD

2. The Bonds shall be issued pursuant to the terms and conditions set forth in a Bond Indenture dated as of January 1, 2016, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee in substantially the form attached hereto as Exhibit A and made a part hereof (the "Indenture").
3. The Bonds shall be issuable as registered bonds in such series, be dated the date of issuance, mature, bear interest at the rate or rates of interest, be secured, be payable in such amounts, at such times, and at such place or places and be subject to redemption and purchase prior to maturity at such price or prices and under such terms and conditions, all as set forth in the Indenture.
4. The Bonds shall be issued in substantially the form of the Bond attached to the Indenture as Exhibit A thereto and shall contain the terms and provisions of such form of bond, which terms and provisions are hereby incorporated by reference into and made a part of this Executive Order, and which form of bond is hereby adopted and approved as the form, tenor and substance of the Bonds.
5. The net proceeds of the Bonds shall be used to finance or refinance the Facility, and except to the extent paid from the proceeds of the Bonds, the Borrower shall pay amounts sufficient to pay debt service on the Bonds pursuant to the terms and provisions of a Loan Agreement dated as of January 1, 2016 between the Borrower and the Issuer in substantially the form attached hereto as Exhibit B and made a part hereof (the "Loan Agreement").
6. The Bonds will be purchased by a syndicate of underwriters (collectively, the "Underwriters") pursuant to the terms of the Bond Purchase Contract dated January 13, 2016 by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the Underwriters, and the Issuer and approved by the Borrower, in substantially the form attached hereto as Exhibit C and made a part hereof (the "Bond Purchase Contract").
7. The Indenture, the Loan Agreement and the Bond Purchase Contract are referred to collectively herein as the "Bond Documents".



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8. The Bond Documents shall be in substantially the forms attached hereto, and the terms, provisions, form, content and substance of each of such documents in the forms so attached are hereby adopted and approved. The execution of the Bond Documents and other documents and certificates by the Chief Administrative Officer or the Director of Finance shall be conclusive evidence of my approval of the final terms, provisions, form, content and substance of the Bond Documents and all other documents and certificates executed and delivered in connection therewith, which shall thereupon become binding upon the Issuer.
9. In satisfaction of the requirements of Section 147(f) of the Code, the County hereby approves the Facility and the Bonds.
10. I hereby approve the Resolutions in accordance with the provisions of Section 12-111(e)(4) of the Economic Development Article of the Annotated Code of Maryland, as amended.
11. The Trustee is hereby appointed to act as registrar and paying agent in connection with the issuance, sale, delivery and administration of the Bonds (the "Registrar").
12. James E. Cumbie, Esquire is hereby appointed as the authorized agent of the County to fill in any blanks in the Bond Documents which may require completion after the signing thereof by me and to make any and all other necessary changes, additions or modifications thereto (including but not limited to any changes to the dates thereof) so long as the substance of such documents is not materially altered thereby.
13. The Borrower shall pay directly or cause to be paid all costs, fees and expenses incurred by or on behalf of the Issuer in connection with the issuance, sale, delivery and administration of the Bonds including (without limitation) costs of printing and issuing the Bonds, legal expenses (including the fees of counsel to the Issuer), and compensation to any person (other than full-time employees of the Issuer) performing services by or on behalf of the Issuer in connection therewith, to the extent that such costs are not paid from the proceeds of the Bonds.
14. The Chief Administrative Officer, the Director of Finance, and such other officers, officials and employees of the Issuer as the Chief Administrative Officer or the Director of Finance shall designate, are authorized hereby to do any and all things, execute all instruments, documents and certificates, and otherwise take all action necessary, proper, or expedient in connection with the issuance, sale and delivery of the Bonds. The Chief Administrative Officer, the Director of Finance, and all other officers, officials and employees of the Issuer are authorized and directed hereby to do all acts and things required of them by the provisions hereof and of the Bond Documents and the Bonds for the full, punctual, and complete performance of all



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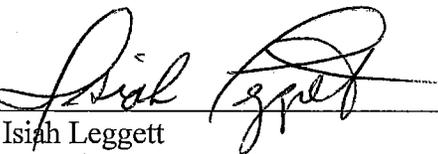
of the terms, covenants, provisions and agreements of the Bond Documents and the Bonds. The Director of Finance or such other officers, officials or employees of the Issuer as the Director of Finance shall designate, shall execute and deliver such certificates or agreements as may be necessary or desirable to evidence compliance with relevant provisions of the Internal Revenue Code of 1986, as amended.

15. This Executive Order shall take effect immediately.

(SEAL)

ATTEST:

Linda M. Lauer
Clerk of the Council

By 
Isiah Leggett
County Executive



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EXHIBIT A
FORM OF INDENTURE



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EXHIBIT B
FORM OF LOAN AGREEMENT



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EXHIBIT C
FORM OF BOND PURCHASE CONTRACT

\$41,390,000
MONTGOMERY COUNTY, MARYLAND
REVENUE BONDS
(TRINITY HEALTH CREDIT GROUP)
SERIES 2016MD

Dated: January 26, 2016

GENERAL CERTIFICATE OF MONTGOMERY COUNTY, MARYLAND

I, Isiah Leggett, the duly elected acting and qualified County Executive of Montgomery County, Maryland (the "County") do hereby certify as follows in connection with the issuance, sale and delivery by the County of its Montgomery County, Maryland Revenue Bonds (Trinity Health Credit Group) Series 2016MD in an aggregate principal amount of \$41,390,000 (the "Bonds"):

1. The County. The County is a political subdivision of the State of Maryland and a body politic and corporate created pursuant to the Constitution and laws of the State of Maryland, as amended.

2. The Resolutions. Resolution No. 18-46 (the "2015 Resolution") (a true, correct and complete copy of which is attached hereto as EXHIBIT A) was duly adopted at a public meeting of the County Council duly called and held on January 27, 2015, at which meeting a quorum was present at the time of such adoption.

The 2015 Resolution has not been amended, rescinded or repealed since the date of its adoption and is in full force and effect on the date of this certificate. The 2015 Resolution has been filed in the permanent records of the County Council. I hereby approve the 2015 Resolution in accordance with the provisions of Section 12-111(e)(4) of the Economic Development Article of the Annotated Code of Maryland, as amended.

Resolution No. 17-911 (the "2013 Resolution") (a true, correct and complete copy of which is attached hereto as EXHIBIT B) was duly adopted at a public meeting of the County Council duly called and held on October 15, 2013, at which meeting a quorum was present at the time of such adoption.

The 2013 Resolution has not been amended, rescinded or repealed since the date of its adoption and is in full force and effect on the date of this certificate. The 2013 Resolution has been filed in the permanent records of the County Council. I hereby approve the 2013 Resolution in accordance with the provisions of Section 12-111(e)(4) of the Economic Development Article of the Annotated Code of Maryland, as amended.

3. Authority of Chief Administrative Officer. In accordance with the terms of the 2015 Resolution and 2013 Resolution and of Section 12-111(b) of the Economic Development Article of the Annotated Code of Maryland, as amended, I hereby authorize the Director of Finance and/or the Treasury Division Chief, by order or otherwise, to specify, prescribe, determine, provide for or approve such matters, details, forms, documents, or procedures as may

be necessary or convenient to accomplish the issuance of Bonds in accordance with the terms of the Resolution.

4. The Executive Orders. Pursuant to the 2015 Resolution, I signed an executive order dated February 12, 2015 (the "2015 Executive Order"), a copy of which is attached hereto as EXHIBIT C, approving a general form of Bond Indenture, Loan Agreement and Bond Purchase Contract, respectively (each as defined in the 2015 Executive Order).

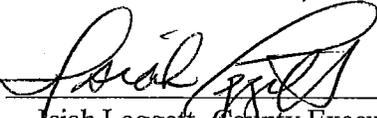
Pursuant to the 2013 Resolution, I signed an executive order dated October 30, 2013 (the "2013 Executive Order"), a copy of which is attached hereto as EXHIBIT D, approving a general form of Bond Indenture, Loan Agreement and Bond Purchase Contract, respectively (each as defined in the 2013 Executive Order).

5. Incumbency of Certain Officials. The following individuals hold the respective offices set forth opposite their names:

<u>Name of Officer</u>	<u>Title</u>
Isiah Leggett	County Executive
Timothy L. Firestine	Chief Administrative Officer
Linda M. Lauer	Clerk of the County Council
Joseph F. Beach	Director of Finance
Robert Hagedoorn	Treasury Division Chief

6. Execution of the Bonds. As directed by the 2013 Resolution and the 2015 Resolution, the Bonds were executed by the manual signature of the County Executive and the Director of Finance and attested by the manual signature of the Clerk of the County Council. There is imprinted on the Bonds a true and proper corporate seal of the County, as shown by the impression of the official seal of the County, affixed at the end of this certificate.

MONTGOMERY COUNTY, MARYLAND

By: 
Isiah Leggett, County Executive

SIGNATURE PAGE FOR:

GENERAL CERTIFICATE OF
MONTGOMERY COUNTY, MARYLAND

MONTGOMERY COUNTY, MARYLAND
REVENUE BONDS
(TRINITY HEALTH CREDIT GROUP)
SERIES 2016MD

BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

NUMBER	AMOUNT
MD-1	\$41,390,000

**MONTGOMERY COUNTY, MARYLAND
REVENUE BONDS
(TRINITY HEALTH CREDIT GROUP)
SERIES 2016MD**

THIS BOND IS ISSUED UNDER THE PROVISIONS OF THE MARYLAND ECONOMIC DEVELOPMENT REVENUE BOND ACT AND DOES NOT CONSTITUTE AN INDEBTEDNESS TO WHICH THE FAITH AND CREDIT OF THE STATE OF MARYLAND, MONTGOMERY COUNTY, MARYLAND OR ANY OTHER PUBLIC BODY IS PLEDGED.

MATURITY DATE	INTEREST RATE	DATED	CUSIP NUMBER
December 1, 2045	5.00%	January 26, 2016	61336PEV9

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FORTY-ONE MILLION THREE HUNDRED NINETY THOUSAND DOLLARS (\$41,390,000)

MONTGOMERY COUNTY, MARYLAND (the "Issuer"), a body politic and corporate and a political subdivision of the State of Maryland, for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the registered owner specified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal amount specified above, in lawful money of the United States of America; and to pay interest thereon (but only from said Revenues and other assets pledged therefor) in like lawful money from the date hereof or the Interest Payment Date next preceding the date on which this Bond is authenticated unless it is authenticated on an Interest Payment Date, in which event from such date, at the interest rate set forth above until payment of such principal amount shall be discharged as provided in the Bond Indenture hereinafter mentioned, payable on each Interest Payment Date specified below. The principal hereof is payable at the Designated Office of The Bank of New York Mellon Trust Company, N.A., (together with any successor trustee as provided in the Bond Indenture, as defined below, the "Bond Trustee").

This Bond is one of a duly authorized issue of bonds of the Issuer designated as "*Montgomery County, Maryland Revenue Bonds (Trinity Health Credit Group), Series 2016MD*" (the "Bonds"), limited in aggregate principal amount to Forty-One Million Three Hundred Ninety Thousand Dollars (\$41,390,000) and issued pursuant to the provisions of the Act and a bond indenture, dated as of January 1, 2016, between the Issuer and the Bond Trustee, (the "Bond Indenture"). The Bonds are issued for the purpose of making the proceeds available to Trinity Health Corporation, an Indiana nonprofit and public benefit corporation ("Trinity Health"), pursuant to a loan agreement, dated as of January 1, 2016, between the Issuer and Trinity Health (the "Loan Agreement") for the purposes and on the terms and conditions set forth therein.

Reference is hereby made to the Bond Indenture (a copy of which is on file at the Principal Corporate Trust Office of the Bond Trustee) and to the Loan Agreement (a copy of which is on file at said Principal Corporate Trust Office of the Bond Trustee) and to the Act for a description of the rights thereunder of the Holders of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Bond Trustee and of the rights and obligations of the Issuer thereunder, to all the provisions of which Bond Indenture and Loan Agreement the Holder of this Bond, by acceptance hereof, assents and agrees. Capitalized terms used herein and not defined herein shall have the meanings set forth in the Bond Indenture.

The Bonds and the interest thereon are payable from Revenues and are secured by a pledge and assignment of said Revenues and of amounts held in the funds and accounts established pursuant to the Bond Indenture (excluding amounts held in the Rebate Fund), subject only to the provisions of the Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Indenture. The Bonds are further secured by an assignment of the right, title and interest of the Issuer in the Loan Agreement (to the extent and as more particularly described in the Bond Indenture) and in the Trinity Health Obligated Group Obligation 2016 (Montgomery County, Maryland), dated January 26, 2016 (the "Obligation"), and issued by Trinity Health pursuant to the terms of a Master Trust Indenture, dated as of October 3, 2013 (as supplemented and amended from time to time, the "Master Indenture"), between Trinity Health and The Bank of New York Mellon Trust Company, N.A., a national banking association, as master trustee (the "Master Trustee"), and Supplemental Indenture Number Fifteen, dated as of January 1, 2016 (the "Supplement"), from Trinity Health, as Obligated Group Agent on behalf of the Obligated Group, to the Master Trustee.

THIS BOND AND INTEREST HEREON IS A LIMITED OBLIGATION OF THE ISSUER, THE PRINCIPAL OF AND INTEREST ON, AND THE REDEMPTION PRICE OF, WHICH ARE PAYABLE SOLELY FROM THE REVENUES TO BE RECEIVED IN CONNECTION WITH THE FINANCING AND REFINANCING OF THE PROJECT OR FROM ANY OTHER MONEYS MADE AVAILABLE TO THE ISSUER FOR SUCH PURPOSE. NEITHER THIS BOND NOR INTEREST HEREON, NOR THE REDEMPTION PRICE HEREOF, SHALL EVER CONSTITUTE AN INDEBTEDNESS OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OF MARYLAND, THE ISSUER OR ANY OTHER PUBLIC BODY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR CHARTER PROVISION OR STATUTORY LIMITATION AND NONE OF THE ABOVE SHALL EVER CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE STATE OF MARYLAND, THE ISSUER OR ANY

OTHER PUBLIC BODY. THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS TO WHICH THE FAITH OR CREDIT OF THE STATE OF MARYLAND, THE ISSUER OR ANY OTHER PUBLIC BODY IS PLEDGED.

Interest on the Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the rate borne by such Bond on the day before the Event of Default occurred.

Interest on the Bonds shall be payable on each June 1 and December 1 (an "Interest Payment Date"), commencing on June 1, 2016, by check of the Trustee mailed on the Interest Payment Date to the Holders of the Bonds at the close of business on the Record Date in respect of such Interest Payment Date (except as provided below) at the registered addresses of Holders as shall appear on the registration books of the Bond Trustee. "Record Date" means the fifteenth day (whether or not a Business Day) of the calendar month preceding the month in which the applicable Interest Payment Date occurs.

If available funds are insufficient on any Interest Payment Date to pay the interest then due on the Bonds, interest shall continue to accrue thereon but shall cease to be payable to the Holder on such Record Date. If sufficient funds for the payment of such overdue interest thereafter become available, the Bond Trustee shall (A) establish a "special interest payment date" for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Bondholders entitled to such payment and (B) mail notices by first class mail of such dates as soon as practicable. Notice of each such date so established shall be mailed to each Bondholder at least ten (10) days prior to the Special Record Date but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Holders, as shown on the registration books of the Bond Trustee as of the close of business on the Special Record Date.

The Bonds are subject to redemption prior to maturity, at the option of Trinity Health (which option shall be exercised upon Request of the Obligated Group Agent, as defined in the Master Indenture) in whole or in part on any date (in such amounts as may be specified by the Obligated Group Agent), from hazard insurance or condemnation proceeds received with respect to the facilities of any of the members of the Credit Group and deposited in the Special Redemption Account established under the Bond Indenture, at the principal amount thereof together with interest accrued thereon to the date fixed for redemption, without premium.

The Bonds are also subject to redemption prior to their stated maturity as a whole (but not in part) on any date at the option of Trinity Health (which option shall be exercised upon Request of the Obligated Group Agent) at the principal amount thereof, and interest accrued thereon to the date fixed for redemption, without premium, if (i) any member of the Credit Group, by reason of final judicial, legislative or administrative action, either is legally required by reason of being party to the Loan Agreement or the Master Indenture or a member of the Credit Group or as a condition of continued eligibility for reimbursement under a federal or state program, to operate in any manner that such member of the Credit Group in good faith believes to be contrary to the Ethical and Religious Directives (as defined in the Bond Indenture) or (ii) any member of the Credit Group in good faith believes that there is a substantial threat of its

being required to operate contrary to the Ethical and Religious Directives or the principles and beliefs of the Roman Catholic Church.

The Bonds are subject to redemption prior to their stated maturity, at the option of Trinity Health, as Obligated Group Agent, from any source of available funds on any date on or after June 1, 2026, as a whole or in part as designated by the Obligated Group Agent, at a Redemption Price equal to 100% of the unpaid principal amount to be so redeemed, together with interest accrued thereon to the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Bond Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default (as that term is defined in the Bond Indenture) shall occur and be continuing, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Bond Indenture. The Bond Indenture provides that in certain events such declaration and its consequences may be rescinded.

The Bonds shall be issued as fully registered Bonds without coupons in Authorized Denominations of \$5,000 and integral multiples thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Bond Indenture, Bonds may be exchanged, at the Designated Office of the Bond Trustee, for a like aggregate principal amount of Bonds of other Authorized Denominations.

This Bond is transferable by the Holder hereof, in person or by his attorney duly authorized in writing, at said Designated Office of the Bond Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Bond Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a Bond or Bonds, of Authorized Denomination or denominations and for the same aggregate principal amount and maturity, will be issued to the transferee in exchange herefor.

The Issuer and the Bond Trustee may treat the Holder hereof as the absolute owner hereof for all purposes, and the Issuer and the Bond Trustee shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture, against any past, present or future member, director, officer, employee or agent of the Issuer, or through the Issuer, or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, director, officer, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Bond Indenture and the issuance of any of the Bonds.

The Bond Indenture and the rights and obligations of the Issuer and of the Holders of the Bonds and of the Bond Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Bond Indenture (which, in

most cases, does not require the consent of any owner of the Bonds); provided that no such modification or amendment shall (i) extend the stated maturity of this Bond, or reduce the amount of principal hereof, or change the rate of interest hereon, or extend the time of payment of interest hereon, without the consent of the Holder hereof, or (ii) reduce the percentage of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged as security for the Bonds prior to or on a parity with the lien created by the Bond Indenture, or deprive the Holders of the Bonds of the lien created by the Bond Indenture on such Revenues and other assets (except as expressly provided in the Bond Indenture), without the consent of the Holders of all Bonds then Outstanding, all as more fully set forth in the Bond Indenture.

No member or officer of the Issuer, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of the Bonds.

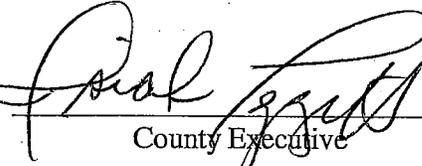
It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the provisions of the Act and by the Constitution and laws of the State of Maryland, and that the amount of this Bond, together with all other indebtedness of the Issuer, does not exceed any limit prescribed by the Act, or by the Constitution and laws of the State of Maryland, and is not in excess of the amount of Bonds permitted to be issued under the Bond Indenture.

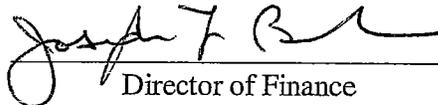
This Bond shall not be entitled to any benefit under the Bond Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Bond Trustee.

IN WITNESS WHEREOF, MONTGOMERY COUNTY, MARYLAND has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its County Executive and its Director of Finance and its seal to be impressed hereon or reproduced hereon by facsimile and attested by the manual or facsimile signature of the Clerk of the County Council, all as of the date set forth above.

MONTGOMERY COUNTY, MARYLAND

[ISSUER'S SEAL]

By: 
County Executive

By: 
Director of Finance

Attest:

By: _____
Clerk of the County Council