

TOWN OF EDGEWOOD
ORDINANCE NO. 2014-01

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF EDGEWOOD, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2014, IN THE PRINCIPAL AMOUNT OF \$3,670,0000, TO THE NEW MEXICO FINANCE AUTHORITY, DATED AS OF THE DATE OF DELIVERY, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE TOWN, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING THAT THE PROCEEDS OF THE BONDS WILL BE USED (i) IN THE AMOUNT OF \$2,975,000 FOR MUNICIPAL STREETS AND ROADS, (ii) IN THE AMOUNT OF \$670,000 FOR AN ANIMAL SHELTER AND (iii) IN THE AMOUNT OF \$25,000 FOR COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at the regular municipal election held for the Town of Edgewood (the "Town"), State of New Mexico, on March 4, 2014, the electors of the Town authorized the Town Council of the Town (the "Town Council") to contract bonded indebtedness on behalf of the Town and upon the credit thereof by issuing general obligation bonds of the Town (the "Bonds") to secure funds to (i) construct, repair and otherwise improve municipal streets and roads, including Rainbow Road, approximately 1 mile of Horton Road and approximately 1.2 miles of Walker Road, (ii) construct a facility for an animal shelter for the Town, and (iii) pay costs of issuance of the Bonds (the "Projects"), in the following amounts:

<u>Purpose</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Municipal streets and roads	\$3,000,000	\$-0-	\$2,975,000
Animal shelter	\$670,000	\$-0-	\$670,000

WHEREAS, the Town Council has received an offer to purchase the Bonds from the New Mexico Finance Authority ("Finance Authority") and the Town Council desires to accept the offer and to award the Bonds to the Finance Authority; and

WHEREAS, the Town Council has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than twelve percent (12%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Town Council and the officers of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EDGEWOOD:

Section 1. The Town Council hereby accepts the offer of the Finance Authority to purchase the Bonds in the amount of \$3,670,000 and approves the terms set forth in the Bond Purchase Agreement between the Town Council and the Finance Authority. The Town Council hereby determines that the Bonds shall be sold to the Finance Authority and shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth.

Section 2. A. In order to provide funds for the purposes stated above, the Town Council, on behalf of the Town and upon the full faith and credit thereof, shall issue the Town's general obligation bonds maturing and bearing interest as follows:

<u>Amounts Maturing</u>	<u>Years Maturing (August 1)</u>	<u>Interest Rate (Per Annum)</u>
\$120,000	2015	0.5309%
135,000	2016	0.7509
140,000	2017	1.0609
150,000	2018	1.4009
155,000	2019	1.7309
165,000	2020	2.0509
170,000	2021	2.3409
175,000	2022	2.6009
185,000	2023	2.8009
195,000	2024	2.9409
200,000	2025	2.9400
205,000	2026	3.1900
205,000	2027	3.3700
210,000	2028	3.5300
210,000	2029	3.6500
210,000	2030	3.7600
210,000	2031	3.8700
210,000	2032	3.9800
210,000	2033	4.0700
210,000	2034	4.1400

B. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$1,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to

the registered owner thereof, or registered assigns, on February 1, 2015, and semiannually thereafter on August 1 and February 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

C. The Bonds are subject to prior redemption at the option of the Town prior to their scheduled maturity, in whole or in part, on any date beginning ten (10) years after the date of issuance of the Bonds.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by Town Clerk-Treasurer, which is hereby designated as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

Section 3. The Bonds shall constitute general obligation debt of the Town, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the Town shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor of the Town and shall be attested by the facsimile or manual signature of the Town Clerk-Treasurer and shall bear the facsimile or original seal of the Town. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof

shall be the valid and binding obligations of the Town, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and Town Clerk-Treasurer shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and Town Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and Town Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three (3) business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen (15) days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes

except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the Town are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the Town.

G. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the depository and immobilized in its custody. Authorized Officers of the Town are authorized to sign agreements with the depository relating to the matters set forth in this paragraph.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the Town shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the Town may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered

owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
TOWN OF EDGEWOOD
GENERAL OBLIGATION BONDS
SERIES 2014

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate Maturity Date Series Date CUSIP

_____% per annum August 1, _____, 2014 _____

The Town Council of the Town of Edgewood (the "Town Council"), on the full faith, credit and behalf of the Town of Edgewood, Santa Fe County, New Mexico (the "Town"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2015, and thereafter on August 1 and February 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the Clerk-Treasurer of the Town, as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is

registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$1,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$3,670,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Town of Edgewood, Santa Fe County, New Mexico, for the purposes of providing (i) \$2,975,000 to construct, repair and otherwise improve municipal streets and roads, (ii) \$670,000 to construct a facility for an animal shelter for the Town of Edgewood and (iii) \$25,000 to pay costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9, NMSA 1978, the provisions of Sections 6-15-1 through 6-15-10, NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Town Council duly adopted and made a law of the Town prior to the issuance of this bond (the "Bond Ordinance").

The Bonds are subject to prior redemption at the option of the Town prior to their scheduled maturity, in whole or in part, on any date beginning ten (10) years after the date of issuance of the Bonds.

The Registrar/Paying Agent will maintain the books of the Town for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three (3) business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein

provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen (15) days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen (15) days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the Town is hereby irrevocably pledged. The Town Council has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the Town in the issuance of this bond; that the total indebtedness of the Town, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; and that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Town Council of the Town of Edgewood, in Santa Fe County, New Mexico, constituting the governing board of the Town, has caused the seal of the Town to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor of the Town and subscribed and attested with the facsimile or manual signature of the Town Clerk-Treasurer, all as of the Series Date.

TOWN OF EDGEWOOD, NEW MEXICO

[SEAL]

By 
Mayor

ATTEST:

By _____
Town Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and
Registration: _____

Town of Edgewood
as Registrar/Paying Agent

By _____
Town Clerk-Treasurer

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the Town, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the Town, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the Town subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the Town may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for the purpose, the principal of and interest accruing on the Bonds shall be paid from the Town's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other Town taxes are assessed, levied and collected. Annually, the Town Council shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Town Council each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 11. The Mayor, Town Clerk-Treasurer and other officers of the Town be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate

the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds, into an acquisition fund for payment of the costs of the Projects and the costs of issuance of the Bonds, the execution and delivery of a continuing disclosure undertaking, if necessary, to enable the purchaser of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12(b)(5), the printing of the Bonds, and the execution of such certificates as may be required by the Bond purchasers relating to the signing of the Bonds, the tenure and identity of Town officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12. The Town covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Town Clerk-Treasurer and any other officer of the Town having responsibility for the issuance of the Bonds shall give an appropriate certificate of the Town, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Town regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The Town covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and Town Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

The Town hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 13. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Town Council and the Town hereby covenant to the purchasers and the holders of the Bonds from time to time that the Town will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 14. After any of the Bonds have been issued, this ordinance shall constitute a contract between the Town and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 15. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 16. The following notice shall be published one time in a newspaper having general circulation in the Town as soon as is practicable following the adoption hereof and this ordinance shall be effective five days after such publication as provided by law.

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Edgewood, Santa Fe County, New Mexico, did on the 7th day of May, 2014, adopt an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF EDGEWOOD, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2014, IN THE PRINCIPAL AMOUNT OF \$3,670,000, TO THE NEW MEXICO FINANCE AUTHORITY, DATED AS OF THE DATE OF DELIVERY, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE TOWN, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING THAT THE PROCEEDS OF THE BONDS WILL BE USED (i) IN THE AMOUNT OF \$2,975,000 FOR MUNICIPAL STREETS AND ROADS, (ii) IN THE AMOUNT OF \$670,000 FOR AN ANIMAL SHELTER AND (iii) IN THE AMOUNT OF \$25,000 FOR COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of Town of Edgewood, General Obligation Bonds in the aggregate principal amount of \$3,670,000; approves the sale of the bonds to the New Mexico Finance Authority and provides for the delivery thereof; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the Town, 1999 Historic Route 66, Edgewood, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 7th day of May, 2014.

TOWN OF EDGEWOOD, NEW MEXICO

By _____
Town Clerk-Treasurer


[End of Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

PASSED, ADOPTED AND APPROVED this 7th day of May, 2014.

TOWN OF EDGEWOOD, NEW MEXICO

[SEAL]

By  _____
Mayor

ATTEST:

By _____
Town Clerk-Treasurer

Council Member _____ then moved for adoption of the foregoing ordinance, which motion for adoption was seconded by Council Member _____.

The motion to adopt said ordinance upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Town Council having voted in favor of said motion, the presiding officer declared said motion carried and said ordinance adopted, whereupon the Mayor and Town Clerk-Treasurer signed the foregoing proceedings and ordinance upon the records of the minutes of the Town Council.

After transaction of other business not related to the bond issue, the Town Council, upon motion duly made, seconded and carried, adjourned the meeting.

TOWN OF EDGEWOOD, NEW MEXICO

[SEAL]

By  _____
Mayor

ATTEST:

By _____
Town Clerk-Treasurer

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.
TOWN OF EDGEWOOD)

I, Estefanie B. Muller, the duly qualified and acting Clerk-Treasurer of the Town of Edgewood (the “Town”), State of New Mexico, do hereby certify:

1. The foregoing pages are a true, perfect and complete copy of the record of the proceedings of the Town Council of the Town of Edgewood (the “Town Council”), constituting the governing board of the Town had and taken at a duly called regular meeting held at the Edgewood Community Center, 27 East Frontage Road, Edgewood, New Mexico, on the 7th day of May, 2014, commencing at the hour of 6:30 p.m., insofar as the same relate to the proposed bond issue, a copy of which is set forth in the regular book of official records of the proceedings of the Town Council kept in my office. None of the action taken has been rescinded, repealed or modified.

2. The proceedings and the meeting were duly held and the persons therein named were present at said meeting, as therein shown.

3. Notice of such meeting was given in accordance with the open meetings standards of the Town presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Town this 7th day of May, 2014.

TOWN OF EDGEWOOD, NEW MEXICO

[SEAL]

By _____
Town Clerk-Treasurer

EXCERPT FROM A REGULAR MEETING OF
THE TOWN COUNCIL OF THE
TOWN OF EDGEWOOD, NEW MEXICO

The Town Council of the Town of Edgewood, New Mexico (the “Town Council” and the “Town”, respectively), met in regular session in full conformity with law and the rules and regulations of the Town Council at the Edgewood Community Center, 27 East Frontage Road, Edgewood, New Mexico, on the 7th day of May, 2014, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

PRESENT: Mayor _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____

ABSENT: _____

ALSO
PRESENT: _____

The following ordinance was presented to the Council:

\$3,670,000
TOWN OF EDGEWOOD
COUNTY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2014
BOND PURCHASE AGREEMENT
May 7, 2014

Mayor, Town Council
Town of Edgewood
Edgewood, New Mexico

The New Mexico Finance Authority (the “Purchaser”) enters into this Bond Purchase Agreement (“Agreement”) with the Town of Edgewood, County of Santa Fe, New Mexico (the “Town”), to purchase the Town of Edgewood, New Mexico General Obligation Bonds, Series 2014 in the aggregate principal amount of \$3,670,000 (the “Bonds”). The Bonds are issued pursuant to Sections 6-15-1 through 6-15-10 and Sections 3-30-1 through 3-30-9, NMSA 1978, as amended, and Ordinance No. 2014-01 of the Town Council authorizing the sale of the Bonds adopted on May 7, 2014 (the “Ordinance”) authorizing the sale of the Bonds in the total principal amount of \$3,670,000 (the “Purchase Price”). Capitalized terms in this Agreement have the same definitions as set forth in the Ordinance, unless the context clearly requires otherwise.

1. Purchase, Sale and Delivery of the Bonds.

A. On the basis of the representations, warranties, covenants and agreements contained in this Agreement, the Ordinance and the Bonds, and subject to the terms and conditions set forth herein and therein, the Town agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Town the Bonds for the Purchase Price as set forth in the form of Delivery, Deposit and Cross-Receipt Certificate attached as Exhibit A to this Agreement. The Bonds shall be in the principal amounts, mature on the dates, bear interest at the rates and have the terms set forth in the Ordinance.

B. The date of delivery of and payment for the Bonds is referred to in subparagraph C below in this Agreement as the “Closing Date.” The Bonds shall be delivered to the Purchaser in typewritten form on the Closing Date upon receipt of the Purchase Price for the Bonds by the Town, and a copy of the Bonds shall be available for examination by the Purchaser prior to the Closing Date.

C. The parties hereto understand and agree that the Closing Date will occur on or about June 13, 2014, or such other mutually agreeable date.

D. Proceeds from the sale of the Bonds in an amount equal to the Purchase Price as set forth in the form of Delivery, Deposit and Cross Receipt Certificate attached as Exhibit A to this Agreement shall be available to the Town beginning on the Closing Date, upon receipt of

a properly executed requisition in substantially the same form attached to this Agreement as Exhibit B.

2. Representations, Warranties and Covenants of the Town. By the Town's acceptance of this Agreement, the Town hereby represents and warrants to, and agrees with, the Purchaser as follows:

A. The Town is a political subdivision of the State, duly organized and validly existing under the laws of the State;

B. In connection with the issuance of the Bonds, the Town has complied in all respects with the Constitution of the State and the laws of the State, including the Act;

C. The Town is authorized to issue the Bonds to (i) construct, repair and otherwise improve municipal streets and roads, including Rainbow Road, approximately 1 mile of Horton Road and approximately 1.2 miles of Walker Road in the amount of \$2,975,000, (ii) construct a facility for an animal shelter for the Town in the amount of \$670,000 and (iii) pay costs of issuance of the Bonds in the amount of approximately \$25,000 (the "Projects"). The Town has the power to enter into the transactions contemplated by, and to carry out its obligations under, this Agreement and the Ordinance. The Mayor of the Council has duly executed the Ordinance, which is valid and enforceable against the Town and which authorizes the execution and delivery of this Agreement and the execution, issuance, sale and delivery of the Bonds. At or prior to Closing, the Town (i) will have full legal right, power and authority to (A) perform its obligations under and comply with the provisions of the Ordinance and the Act, (B) issue, execute and deliver, and perform its obligations under the Bonds, and (C) carry out and consummate the transactions contemplated by and perform its obligations under this Agreement, and the documents delivered in connection with the Ordinance and the Act; and (ii) will have the full legal right, power and authority under the Act to execute and deliver this Agreement and to adopt the Ordinance.

D. The Ordinance and this Agreement constitute legal, valid and binding agreements of the Town, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. The Bonds, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding general obligations of the Town entitled to the benefits of the Ordinance and will be enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Ordinance will provide the legally valid and binding pledge of certain taxes it purports to create as set forth in the Ordinance.

E. The proceeds of the Bonds will be deposited in certain funds and accounts created pursuant to the Ordinance and shall be used by the Town only for (i) payment of costs of the Projects, (ii) to pay debt service on the Bonds and (iii) for payment of the Town's costs of issuance of the Bonds. The distribution and use of the Bond proceeds will be in compliance with the provisions of the Ordinance.

F. The proceeds of the Bonds will be expended within three (3) years of the Closing Date, unless a longer term is approved by Bond Counsel (as defined below) in writing.

G. There is no litigation or proceeding pending or, to the knowledge of the undersigned after due inquiry, threatened, in any way affecting the existence of the Town, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Ordinance or this Agreement, or contesting the powers of the Town or its authority with respect to the Bonds, the Ordinance or this Agreement.

H. The issuance, sale and delivery of the Bonds, the execution and delivery of this Agreement and compliance with the obligations on the Town's part contained in this Agreement and in the Bonds do not materially conflict with or constitute a material breach or material default under any administrative regulation, judgment, decree, loan agreement, indenture, note, bond, resolution, ordinance, agreement or other instrument to which the Town is a party or to which the Town, or any of its properties or other assets, is otherwise subject.

I. Statements contained in the Ordinance or any certificate of the Town provided to the Purchaser pursuant to this Agreement or in connection with the delivery of the Bonds and delivered to the Purchaser shall be deemed representations and warranties by the Town to the Purchaser.

J. The Town is not in default, and has not been in default, in the payment of principal of, premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, or interest.

K. Since March 19, 2014, the Town has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position of the Town, whether or not arising from transactions in the ordinary course of business.

L. At or prior to the Closing Date, except as may be required under the securities law of the State, all approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to any of the actions to be taken by the Town with respect to the Bonds prior to the Closing Date will have been obtained and will be in full force and effect.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants, and agrees with the Town, as follows:

A. The Purchaser represents and warrants that it is authorized to purchase the Bonds.

B. In connection with the purchase of the Bonds, the Purchaser acknowledges that no offering document or prospectus has been prepared with respect to the sale of the Bonds to the Purchaser, and that the Purchaser is buying the Bonds in a private placement by the Town to the Purchaser. The Purchaser has reviewed such information as it deems relevant in making its decision to purchase the Bonds.

C. The Purchaser acknowledges that the Bonds will not be listed on any securities exchanges and that no trading market now exists in the Bonds and none may exist in the future.

D. The Purchaser is purchasing the Bonds for its own account (and not on behalf of another) and has no present intention of reselling the Bonds; however, the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Bonds at some future date determined by the Purchaser, but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Bonds and in compliance with the Securities Act of 1933, as amended, and as then in effect, the regulations promulgated thereunder and applicable state securities laws and regulations.

E. The Purchaser intends to reimburse the Public Project Revolving Fund (as defined in the New Mexico Finance Authority Act, Section 6-21-1 *et seq.*, NMSA 1978) for the amount of the Bonds from the proceeds of tax-exempt bonds which the Purchaser expects to issue within eighteen (18) months of the Closing Date.

4. Redemption. The Bonds are subject to redemption at the option of the Town prior to their scheduled maturity, in whole or in part, on any day beginning ten (10) years after the date of original issuance of the Bonds, with funds derived from any available and lawful source, and the Town shall designate the amount that is to be redeemed, and if less than a whole maturity is to be redeemed, the Town shall direct the paying agent/registrar of the Bonds to call by lot Bonds, or portions thereof within such maturity, for redemption (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of par, plus accrued interest to the date fixed for prepayment or redemption.

5. Conditions of Closing. The Town's obligation to sell and the Purchaser's obligations under this Agreement to purchase and pay for the Bonds shall be subject to the following conditions:

A. The Town shall have performed its obligations and agreements to be performed under the Ordinance and this Agreement at or before the Closing Date, and the representations and warranties of the Town contained in this Agreement shall be accurate as of the date of this Agreement and as of the Closing Date.

B. This Agreement shall have been duly authorized and executed by the Town and the Purchaser and shall be in full force and effect.

C. As determined by the Purchaser in its reasonable discretion, there shall not have been any material adverse change since the date of this Agreement relating to the Town, or its operations, or any material adverse change in the law affecting the validity or tax-exempt status of the Bonds.

D. On the Closing Date, the Purchaser shall receive the following, each in a form satisfactory to the Purchaser:

(1) Written opinion of Robles Rael & Anaya PC (“Town Counsel”) dated the Closing Date approving the legality and enforceability of the Bonds, addressed and delivered to the Purchaser;

(2) A written opinion of Sutin, Thayer & Browne A Professional Corporation (“Purchaser’s Counsel”) regarding the tax-exempt status of the Bonds and that the Bonds may be pledged by the Purchaser as a loan or as securities pursuant to the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Purchaser and BOKF, NA dba Bank of Albuquerque (the “Trustee”), as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as amended and supplemented, by and between the Purchaser and the Trustee (collectively, the “Indenture”), as determined by the Purchaser pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture);

(3) A certificate, dated the Closing Date, of an authorized officer of the Town to the effect that each of the representations and warranties of the Town set forth in this Agreement is true, accurate and complete as of the Closing Date;

(4) A General Certificate dated the Closing Date of an authorized officer of the Town;

(5) A No-Litigation Certificate dated the Closing Date of an authorized officer of the Town;

(6) An executed IRS Form 8038-G Tax Exempt Governmental Obligations Return;

(7) A specimen Bond;

(8) An executed Tax Certificate of the Town with respect to the Bonds;

(9) A Delivery, Deposit and Cross-Receipt Certificate, in substantially the form attached to this Agreement as Exhibit A or otherwise satisfactory to the Purchaser, providing for the deposit of the Purchase Price as provided in the Ordinance; and

(10) Such additional certificates, opinions or other documents as Bond Counsel, Purchaser, or Purchaser’s Counsel may reasonably require evidencing the satisfaction, as of the Closing Date, of the conditions then to be satisfied in connection with the transactions contemplated by the Ordinance and this Agreement.

E. All matters relating to this Agreement, the Bonds, the sale of the Bonds to the Purchaser, the Ordinance and the consummation of the transactions contemplated by this Agreement and the Ordinance shall be mutually satisfactory to and approved by the Town and the Purchaser.

F. No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board,

shall have been issued or commenced with the purpose or effect of prohibiting the issuance or sale of the Bonds.

If the Town is unable to satisfy the conditions to the obligations of the Purchaser contained in this Agreement, or if the obligations of the Purchaser are terminated for any reason permitted by this Agreement, this Agreement shall be terminated and neither the Purchaser nor the Town shall have any further obligations under this Agreement. Payment by the Purchaser to the Town of the Purchase Price shall be conclusive evidence that all of the conditions set forth in this section have been satisfied or waived by the Purchaser.

6. The Purchaser's Right to Cancel. The Purchaser shall have the right in its reasonable discretion to cancel its obligations under this Agreement to purchase the Bonds by notifying the Town in writing of its election to do so between the date hereof and the Closing Date, if any of the following events occur prior to the Closing:

A. Legislation not yet introduced in the U.S. Congress shall be enacted or actively considered for enactment by the U.S. Congress, or recommended by the President of the United States of America to the U.S. Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration; a decision by a court of the United States of America or the United States Tax Court shall be rendered; or a ruling, regulation (proposed, temporary or final) or an official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Bonds;

B. Any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated herewith or contemplated by the Ordinance and this Agreement and, in the reasonable judgment of the Purchaser, materially adversely affects the purchase of the Bonds by the Purchaser;

C. Legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (1) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or (2) the Ordinance is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and then in effect;

D. A stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the sale of the Bonds, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

E. There shall exist any fact or there shall occur any event which, in the reasonable judgment of the Purchaser, either (1) makes untrue or incorrect in any material respect any statement or information provided by the Town to the Purchaser in connection with the sale of the Bonds by the Town to the Purchaser or (2) is not reflected in statements or information provided by the Town to the Purchaser in connection with the sale of the Bonds by the Town to the Purchaser but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

F. There shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Purchaser, impractical or inadvisable to proceed with the purchase of the Bonds;

G. Trading in the Town's outstanding securities shall have been suspended by the SEC or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange;

H. A banking moratorium shall have been declared either by Federal, New York or State authorities; or

I. Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, this Agreement, the Ordinance, the existence or powers of the Town, or any of the transactions described herein.

7. Representations and Agreements to Survive Delivery. All representations, warranties, covenants and agreements of the Town and the Purchaser set forth in this Agreement and any other documents relating to the issuance of the Bonds shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Town or the Purchaser, and shall survive the delivery of the Bonds to the Purchaser.

8. Payment of Expenses. The Purchaser shall pay the fees, expenses and costs incurred by it, its counsel and its financial advisor relating to the preparation, issuance, delivery and sale of the Bonds. All other fees, expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Town.

9. Parties in Interest. This Agreement is solely for the benefit of the Purchaser and the Town and their respective successors and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

10. Applicable Law; Nonassignability. This Agreement shall be construed in accordance with the laws of the State of New Mexico. This Agreement may not be assigned by the Town or the Purchaser.

11. Notices. Any notice or other communication to be given to the Purchaser under this Agreement may be given by mailing or delivering the same in writing to the New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and any notice or other communication to be given to the Town under this Agreement

may be given by delivering the same in writing to Town of Edgewood, 1999 Historic Route 66, Edgewood, New Mexico 87015, Attention: Clerk-Treasurer.

12. Entire Agreement. This Agreement, when accepted by the Town in writing as heretofore specified, shall constitute the entire agreement among the Town and the Purchaser and is made solely for the benefit of the Purchaser and the Town, and no other person shall acquire or have any right hereunder or by virtue hereof.

7. Amendments; Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement may not be effectively amended, changed, modified or altered without the written consent of all the parties hereto, and, if the Bonds have been pledged under the Indenture, without the prior written consent of the Trustee pursuant to the Indenture.

[Remainder of page intentionally left blank]

Please sign and return a duplicate original of this Agreement to the Purchaser. Upon your signing and delivering this Agreement, it will constitute a binding agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

Accepted and confirmed
as of May 7, 2014:


TOWN COUNCIL OF THE
TOWN OF EDGEWOOD

By:  _____
Brad E. Hill, Mayor

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IN WITNESS WHEREOF, we have hereunto set our hands and seal of the Town of Edgewood, this 13th day of June, 2014.

TOWN COUNCIL
TOWN OF EDGEWOOD

By  _____
Brad E. Hill, Mayor

(SEAL)
Attest:

By _____
Estefanie B. Muller, Clerk-Treasurer

It is hereby certified by the undersigned, on behalf of the Finance Authority, the lawful purchaser of the Bonds, that on this day the Finance Authority received from Town of Edgewood, Santa Fe County, New Mexico, its General Obligation Bonds, Series 2014, in the aggregate principal amount of \$3,670,000.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

EXHIBIT B
(Form of Requisition)
REQUISITION

RE: \$3,670,000 Town of Edgewood, County of Santa Fe, New Mexico, General Obligation Bonds, Series 2014, New Mexico Finance Authority Purchase Transaction

TO: BOKF, NA Bank of Albuquerque
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attention: Accounting

You are hereby authorized to disburse from the Program Account – Town of Edgewood, General Obligation Bonds, Series 2014, with regard to the above-referenced Bond Purchase Transaction, the following:

LOAN NO. 3125-PP	CLOSING DATE: June 13, 2014
REQUISITION NUMBER:	1
NAME AND ADDRESS OF PAYEE:	Town of Edgewood, New Mexico
AMOUNT OF REQUISITION:	\$3,670,000
PURPOSE OF REQUISITION:	The proceeds of the Bonds are to be used by the Town to provide funds for the Projects (as defined in the Bond Purchase Agreement).

The requisition of funds is for the purposes stated above and is a proper charge against the Program Account – Town of Edgewood. All representations contained in the Bond Purchase Agreement and the related closing documents remain true and correct and the Town of Edgewood is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Town of Edgewood understands its obligation to complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Bond Purchase Agreement dated May 7, 2014 between the New Mexico Finance Authority and Town of Edgewood relating to the Town's General Obligation Bonds, Series 2014.

Town of Edgewood

DATED: _____ By: _____
Print Name and Title