

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF BALDWIN-WHITEHALL SCHOOL DISTRICT
(ALLEGHENY COUNTY, PENNSYLVANIA)
ADOPTED MARCH 2, 2022 AND NUMBERED 2022-_____

**FORMAL ACTION CONSTITUTING A DEBT ORDINANCE
UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT**

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-FIVE MILLION DOLLARS (\$35,000,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE TAXING POWER OF THE LOCAL GOVERNMENT UNIT FOR THE PAYMENT OF, THE BONDS; ESTABLISHING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY DATES AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

Bond Counsel:

Dinsmore & Shohl LLP
Six PPG Place, Suite 1300
Pittsburgh, PA 15222

Solicitor:

Weiss Burkardt Kramer LLC
445 Fort Pitt Boulevard, Suite 503
Pittsburgh, PA 15219

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act (53 Pa.C.S. §§8001 *et seq.*) (the “Debt Act”), with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word “person,” in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

“Authentication Date” means that date or those dates, individual to respective Bonds, upon which the Sinking Fund Depository shall have executed and delivered a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating the same as, and to be, a valid and outstanding obligation of the Local Government Unit.

“Authorized Investments” means: (1) **as to the proceeds of the Bonds:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository (including collateral pooled in accordance with the Act of August 6, 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; (v) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933 provided, that the following are met: (a) the only investments of the company are in the authorized investments for school district funds listed in clauses (i) through (iv), and repurchase agreements fully collateralized by such investments; (b) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270 2a-7 (relating to money market funds); and (c) the investment company is rated in the highest category by a nationally recognized rating agency; and (vi) (t) obligations, participations or other instruments of any Federal agency, instrumentality or United States government-sponsored enterprise, rated at least “A” or its equivalent by at least two nationally recognized statistical ratings organizations, (u) repurchase agreements with respect to obligations described in (i), (ii) and (iv) above, (v) negotiable certificates of deposit, (w) bankers’ acceptances, (x) commercial paper, (y) shares of an investment company and (z) savings or demand deposits, as all of the seven foregoing subcategories of this category (vi) are further defined within, and satisfy the terms and conditions of, Act 10 of 2016 of the General Assembly of the Commonwealth of Pennsylvania (adopted March 25, 2016 and effective May 24, 2016); and (2) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America shall include money market funds invested solely in such obligations, including any such funds maintained by the Sinking Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise,

such deposits shall be secured as public deposits or as trust funds; provided in all events that such investments shall be made in a manner consistent with sound business practice and, if required for prompt expenditure, shall be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value shall be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

"Bond Counsel" means Dinsmore & Shohl LLP, Suite 1300, Six PPG Place, Pittsburgh, Pennsylvania 15222.

"Bond Insurance Policy" means that standard policy of the Insurer, if acquired, to ensure timely payment of the scheduled principal of and interest on the Bonds to the owners thereof, upon satisfaction of all preconditions set forth in said Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Bonds are issued, then the term "Bond Insurance Policy" will not be relevant to the Bonds.

"Bonds" means the General Obligation Bonds in an aggregate principal amount not to exceed \$35,000,000, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, in one or more series, at one or more times, as shall be determined and fixed by the Purchaser in one or more Purchase Proposals not exceeding, in the aggregate nor as to each maturity, the principal amounts specified herein, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Bonds shall be printed substantially in the form hereinafter in Section 4.13 provided and shall fall within the definition of "Security" set forth in, and otherwise shall be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds, representing, in each case, a portion of one singular, or other multiple, Series.

"Dated Date" means that date or those dates, as the same may vary by series, upon which interest will begin to accrue on the Bonds, as determined and fixed by the Purchaser in the applicable Purchase Proposal.

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. Such term shall apply whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the President, the Vice President, the Treasurer, the Superintendent of Schools and the Business Manager (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

“Financial Advisor” means the firm of PFM Financial Advisors LLC, 100 Market Street, Harrisburg, Pennsylvania 17101.

“First Interest Payment Date” means that date or those dates, as the same may vary by series, upon which interest on the Bonds is first payable, as determined and fixed by the Purchaser in the applicable Purchase Proposal.

“Governing Body” means the Board of School Directors of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy, taxes within the Local Government Unit.

“Insurer” means the issuer of the Bond Insurance Policy, if any such policy is acquired, as identified in the applicable Purchase Proposal. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Bonds are issued, then the term “Insurer” will not be relevant to the Bonds or to that series of the Bonds.

“Interest Payment Date(s)” means, singularly or jointly, that date, or those dates, as the same may vary by series, of each year during the term of the Bonds, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal, commencing with the First Interest Payment Date.

“Local Government Unit” means the Baldwin-Whitehall School District, situated in the County of Allegheny, a school district of the second class of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Public School Code of 1949, as amended.

“Mandatory Redemption Date(s)” means that date, or those dates, as the same may vary by series, of each year during the term of the Bonds, if any, on which outstanding Bonds will be mandatorily redeemed by the Local Government Unit in accordance with the terms of the Bonds and the applicable Purchase Proposal.

“Maturity Date(s)” means that date, or those dates, as the same may vary by series, of each year during the term of the Bonds on which the Bonds mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser in the applicable Purchase Proposal.

“Optional Redemption Date” means that date, or those dates, as the same may vary by series, of that year, if any, on which the outstanding Bonds may be redeemed, in whole or in part, at the option of the Local Government Unit, as determined and fixed by the Purchaser in the applicable Purchase Proposal.

“Project” means: (a) a portion of the costs of acquiring, constructing and installing various capital improvements to District facilities, including but not limited to demolition of the existing Paynter Elementary School and construction of a new school building at the same location; and (b) the costs of issuing and delivering the Bonds. Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby, together with the useful life of the assets which are being completed with the proceeds of the Bonds (being at least forty (40) years from the expected date of completion in mid-2023), have been obtained with the assistance of engineers, architects and other persons qualified by experience. Nothing contained herein prohibits the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project. The reasonably expected amount of all debt obligations, including the Bonds, to be issued for the Project is approximately \$50,000,000, and the District expects to reimburse itself for expenditures for the Project from proceeds of such debt obligations.

“Purchase Price” means not less than 95.00% of the par amount of the Bonds (the discount from par being inclusive of any underwriter’s discount and/or net original issue discount) together with accrued interest, if any, to the date of delivery of the Bonds, as any such discounts or interest, or original issue premium, shall be specified in the applicable Purchase Proposal.

“Purchase Proposal” means the written agreement (or agreements), including an initial letter of intent and an Invitation to Bid and Form of Bid prepared by the initial Purchaser, along with formal addenda thereto, for the purchase and sale of the Bonds, to be presented by the Purchaser, and accepted by the Local Government Unit by execution and delivery of the same by the Designated Officers, pursuant to the authority contained in Section 11.01 hereof.

“Purchaser” means, initially, the firm of PFM Financial Advisors LLC, 100 Market Street, Harrisburg, Pennsylvania 17101, pending their identification and recommendation, pursuant to a bidding process, of a registered broker-dealer to accomplish an underwriting and sale of the Bonds in the public securities market, and the consequent assignment by said firm of the Purchase Proposal to such broker-dealer.

“Rating Agency” means Standard & Poor’s Rating Services or Moody’s Investors Service, as specified by the Purchaser in the applicable Purchase Proposal.

“Record Date(s)” means, singularly or jointly, the date which occurs fifteen (15) calendar days next preceding a respective Interest Payment Date.

“Redemption Price” means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

“Registered Owner” or “Owner” or any similar term means, when used with respect to a Bond or any Bonds, the person whose name appears in the records of the Paying Agent as such owner.

“Sinking Fund Depository” means The Bank of New York Mellon Trust Company, N.A., a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania and having corporate trust offices at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262 or its duly appointed successors or assigns. Said bank shall assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and shall further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing, in the event the payment of the Bonds has been insured to the owners thereof by a duly issued and outstanding Bond Insurance Policy, such Sinking Fund Depository shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request of the Local Government Unit the appointment of a successor for cause shown.

“Solicitor” means Weiss Burkardt Kramer LLC, 445 Fort Pitt Boulevard, Suite 503, Pittsburgh, PA 15219.

“Term Bonds” means that one or those several sets of Bonds, if any, stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in certain years preceding the date of maturity, as designated and fixed by the Purchaser in the applicable Purchase Proposal.

--END OF ARTICLE 1—

ARTICLE 2 -- AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit hereby authorizes and directs the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$35,000,000 for the purposes of the Project; such debt shall be evidenced by the Bonds, to be issued, sold and delivered according to the provisions of this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

Section 2.02. Preparation of Debt Statement; Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates; Yield. The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years from the date of issuance of the Bonds or of one year from the date of expected completion of the Project; (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed either: (a) so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(b) of the Debt Act; or (b) in the alternative, so that the debt service on outstanding debt of the Local Government Unit (being the Bonds, together with the other outstanding debt of the Local Government Unit as identified on **Exhibit B**) will be brought more nearly into an over-all level annual debt service plan; and (3) the yields on the Bonds have been fixed so that no such yield on any single maturity occurring during the last two-thirds of the term of the Bonds is less than the yield of the maturity preceding it.

--END OF ARTICLE 2--

ARTICLE 3 -- SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds shall be general obligations of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of such debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Local Government Unit hereby irrevocably pledges its full faith, credit and all available taxing power. The Local Government Unit further covenants and agrees to undertake, perform and pursue all acts, applications, appeals, procedures and petitions, including the filing and pursuit of legal actions and remedies within appropriate administrative and judicial forums, necessary to permit and enable the Local Government Unit to levy and collect taxes and other revenue adequate to fulfill the foregoing covenant, as the same may be required under the Taxpayer Relief Act, Act 1 of Special Session 2006, including regulations and rulings promulgated thereunder. The maximum amounts of debt service covenanted to be paid are set forth in **Exhibit A**, attached to this Debt Ordinance and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional general obligation bonds or notes of the Local Government Unit on a parity with this Series of Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Local Government Unit hereby orders to be created and established (in its name and identified by reference to this Series of Bonds), following the execution of the Purchase Proposal, a Sinking Fund for the payment of the Bonds with the Sinking Fund Depository, and covenants to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, when appropriate, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 8223 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized Investments must mature or be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund shall be applied exclusively to the payment of the Bonds as the same from time to time becomes due and payable. All moneys deposited into the

Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund shall remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted to be deposited pursuant to Section 3.01; provided, however, that the obligation of the Local Government Unit to pay the Bonds is, and shall remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

--END OF ARTICLE 3--

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds shall be identified by the Dated Date, shall be dated as of the Authentication Dates, shall bear (or accrue) interest at the rate(s) (or yield(s)), payable (or compounded) on the appropriate Interest Payment Dates, and shall mature on the Maturity Dates (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided in Section 4.03) and in the principal amounts (or maturity amounts) set forth in Section 3.01.

Section 4.02. Optional Redemption. The Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit (a) in whole, on the Optional Redemption Date, if any, or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

Section 4.03. Mandatory Redemption. Term Bonds, if any, shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts set forth in Article 1 and in Section 3.01 hereof upon payment of the applicable Redemption Price.

Section 4.04. Book Entry System. The Bonds will be issued in denominations of \$5,000 or any multiple thereof initially in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Local Government Unit or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Register (as such term defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Local Government Unit and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Local Government Unit nor the Sinking Fund Depository will have any

responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter previously delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Local Government Unit or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Local Government Unit or the Sinking Fund Depository may establish a special record date for such consent or other action. The Local Government Unit or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Local Government Unit and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments; Accrual. The Bonds will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bonds is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date; Payments on Default. 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 or Maturity Date is entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such payment date.

When, if, and to the extent, the Local Government Unit defaults in the payment of any amount due on any such dates, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which shall have been mailed of Bonds not less than ten days prior to such date to all Registered Owners as of as of the close of business on the fifth business day preceding the date of mailings.

Section 4.07. Funds for Payment. The Bonds will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of interest on the Bonds shall be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at his address as it appears in the Register, and all payments of principal shall be paid in like manner, following presentation at the offices of the Sinking Fund Depository.

If the date for payment of the principal of, interest on, or redemption price of any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth or in the city where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, then the date for payment of such principal, interest or redemption price shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Section 4.08. Registration and Transfer. The Local Government Unit will cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Local Government Unit will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register.

Upon surrender for registration of transfer of any Bond, the Local Government Unit shall execute, and the Sinking Fund Depository shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same maturity amount, as the Bond so surrendered.

Any Bond is exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same maturity amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the Local Government Unit shall execute, and the Sinking Fund Depository shall authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the Local Government Unit, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered shall be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository, duly executed by the owner thereof or his duly authorized agent or legal representative.

No service charge shall be imposed on any Registered Owner for any transfer or exchange of any Bond, but the Local Government Unit may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Local Government Unit, nor the Sinking Fund Depository, shall be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any (i) date of selection of Bonds to be redeemed or (ii) date of maturity; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds shall be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Bonds shall be executed on behalf of the Local Government Unit by the Designated Officers, and shall have a facsimile of the corporate seal of the Local Government Unit affixed thereto, duly attested. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository. No Bond shall be valid until such Certificate of Authentication shall have been duly executed and such authentication shall be the conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Bonds for Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Rating Agency, and the Insurer, if any. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the Local Government Unit shall have duly given notice of redemption and shall have deposited funds for the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds shall cease to accrue after such redemption date.

Notices of redemption shall be dated and shall state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective maturity amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (f) that such Bonds are to be surrendered for payment at the principal corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository shall select by lot the Bonds to be redeemed at such time.

Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount (or maturity amount) of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same

maturity and in any authorized denominations requested by the owner in a principal amount (or maturity amount) equal to the unredeemed portion of the Bond surrendered.

Section 4.11. Temporary Bonds. Bonds in definitive form shall be fully engraved or printed or lithographed on steel-engraved borders. Until bonds in definitive form are ready for delivery, the Local Government Unit may execute, and upon request the Sinking Fund Depository shall authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten bonds in temporary form, substantially in the form in Section 4.13 hereinafter described, and with appropriate omissions, variations and insertions. Until exchanged for bonds in definitive form, such bonds in temporary form shall be valid obligations entitled to the benefit of this Debt Ordinance. The Local Government Unit shall, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any bond or bonds in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, a bond or bonds in definitive form of the same maturity for the same aggregate maturity amount as the bond or bonds in temporary form surrendered. Such exchange shall be made by the Local Government Unit at its own expense and without making any charge therefor.

Section 4.12. Bonds Lost or Destroyed. Upon receipt by the Local Government Unit and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the Local Government Unit may, in its discretion, execute and thereupon the Sinking Fund Depository shall authenticate and deliver a new Bond of the same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, lost or stolen. The Local Government Unit may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of the expenses, including counsel fees. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, shall constitute an original additional and independent contractual obligation on the part of the Local Government Unit whether or not the Bond so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Debt Ordinance with all other Bonds issued hereunder, and all limitations and debt limits imposed by the Debt Act shall be increased to the extent necessary to validate such new Bonds.

Section 4.13. Form of the Bonds. The Bonds shall be substantially in the following form(s):

FORM OF BOND

**BALDWIN-WHITEHALL SCHOOL DISTRICT
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BONDS, SERIES OF 2022**

DATED DATE INTEREST RATE MATURITY DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS (\$ _____)

Baldwin-Whitehall School District (Allegheny County, Pennsylvania) (the "Local Government Unit"), a school district of the second class of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, for value received and intending to be legally bound,

hereby acknowledges itself indebted and promises to pay, as a General Obligation of the Local Government Unit, to the Registered Owner hereof, on the Maturity Date stated above, upon presentation and surrender hereof, the Principal Amount stated above and to pay interest thereon at the Interest Rate per annum stated above (calculated based on a 360-day year comprised of twelve 30-day months), semiannually on May 15 and November 15 in each year (beginning November 15, 2022) during the term of this Bond from the most recent November 15 and May 15, respectively, to which interest has been paid or provided for (or from the Dated Date if no interest has been paid) until full payment of said Principal Amount to the Registered Owner has been made or provided for.

The principal of, interest on, and premium, if any, on this Bond are payable in the coin or currency of the United States of America that, at the time and place of payment, is legal tender for payment of public and private debts, at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, in its capacity as Sinking Fund Depository, Paying Agent and Registrar (the "Sinking Fund Depository"); provided that, absent written demand by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, periodic payments of current interest will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the Registered Owner on the appropriate Record Date at the address that appears on the Register described below, and that payment of principal will be made in like manner following presentation at the offices of the Sinking Fund Depository.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE LOCAL GOVERNMENT UNIT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

This Bond is one of a duly authorized series of bonds, designated "General Obligation Bonds, Series of 2022" (or similar designation) of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, 53 Pa.C.S. §§8001 *et seq.*, as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the April 30 and October 31 (the "Record Date") immediately preceding the applicable Interest Payment Date. Any interest which is not deposited with the Sinking Fund Depository on or before any Interest Payment Date for payment to the Registered Owner of record on the Record Date will forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this Bond is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which shall be given to all Registered Owners not less than 10 days prior to the Special Record Date.

The Bonds maturing after _____ are subject to redemption at the option of the Local Government Unit prior to their stated Maturity Dates, as a whole or in part from time to time, by lot within a maturity, on _____, or on any date thereafter, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

The Bonds maturing _____ of the years _____, _____, and _____ are subject to mandatory redemption prior to their stated maturity dates on _____ of the years _____, and in the principal amounts indicated in the Resolution, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

Notice of redemption of any Bond will be given to the Registered Owner of such Bond by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Debt Ordinance. A portion of a Bond of a denomination larger than \$5,000 may be redeemed, and in such case, upon the surrender of such Bond, there will be issued to the Registered Owner thereof, without charge therefor, a registered Bond or Bonds for the unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Debt Ordinance. If notice of redemption has been duly given, the Bonds or portions thereof specified in that notice become due and payable at the applicable Redemption Price on the designated redemption date, and if, on such date, moneys are held by the Sinking Fund Depository for the payment of the Redemption Price of the Bonds to be redeemed, together with interest to the date fixed for redemption, then from and after such date interest on such Bonds ceases to accrue.

The Local Government Unit, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond may be transferred or exchanged only on the Register maintained by the Local Government Unit at the offices of the Sinking Fund Depository upon its surrender by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or a duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository. No service charge will be imposed on any Registered Owner of any Bond for any transfer or exchange of any Bond, but the Local Government Unit may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Local Government Unit is not required to register the transfer or exchange of any Bond: (a) during the period of fifteen (15) business days before any (i) date of selection of Bonds to be redeemed or (ii) date of maturity; or (b) after such Bond has been selected for redemption.

Subject to the provisions of this Bond and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner, for all purposes, whether or not this Bond is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.

This Bond is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of such debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds, the principal of this Bond and the

interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Local Government Unit, is within every debt and other limit applicable to the Local Government Unit prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Local Government Unit has established with the Sinking Fund Depository a Sinking Fund for this Bond and will deposit therein amounts sufficient to pay the principal of and interest on this Bond when due and payable; and that for the prompt and full payment of all obligations under this Bond, the full faith, credit and available taxing power of the Local Government Unit are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.

IN WITNESS WHEREOF, the Local Government Unit has caused this Bond to be duly executed in its name by the facsimile signature of its President of the Board of School Directors, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of a Secretary, and dated as of the Date of its Authentication.

ATTEST:

BALDWIN-WHITEHALL SCHOOL DISTRICT

Board Secretary

By: _____
President, Board of School Directors

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$ _____ Baldwin-Whitehall School District (Allegheny County, Pennsylvania), General Obligation Bonds, Series of 2022 authorized by the within-mentioned Debt Ordinance.

The Text of Opinion contained herewith is the text of the opinion of Dinsmore & Shohl LLP, Bond Counsel, of Pittsburgh, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the Series of Bonds of which this Bond is one, is on file at the offices of the Sinking Fund Depository.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.**, as Sinking Fund Depository and
Paying Agent

Authorized Signatory

AUTHENTICATION DATE:

TEXT OF OPINION OF DINSMORE & SHOHL LLP DELIVERED IN RESPECT OF \$ _____
BALDWIN-WHITEHALL SCHOOL DISTRICT (ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BONDS, SERIES OF 2022.

[OPINION OF BOND COUNSEL]

[LEGEND FOR BOND INSURANCE POLICY, IF APPLICABLE]

ASSIGNMENT

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

Please insert Social Security
or other identifying number
of assignee

Please print or typewrite name and address including postal zip code of transferee the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within Bond on the books kept
for registration thereof, with full power of substitution in the premises.

Dated

Signature(s) Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of an approved Signature Guarantee Medallion Program.

NOTICE: The signature(s) to this assignment must correspond with the name(s) as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever.

--END OF ARTICLE 4--

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository shall maintain the Sinking Fund as a separate account and shall, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository shall return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository shall undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in his appointment and retention, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the written opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as the same may appear to be ambiguous or inconsistent with any other provision

hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith shall be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal; Resignation. The Sinking Fund Depository shall serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for Bond redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund Depository shall have been appointed by the Local Government Unit as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 5.09. Duties upon Default. If the Local Government Unit shall fail or refuse to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of such failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; (2) notify the Secretary of the Department of Education of such failure or refusal, in order to facilitate its duties regarding the withholding of State appropriations for payment to the Sinking Fund Depository pursuant to Section 633 of the Public School Code of 1949, as amended; and (3) notify the Insurer, if any; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five per cent in principal amount of outstanding Bonds and upon being indemnified against cost and expense shall, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and shall disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository shall diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of such Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

--END OF ARTICLE 5--

ARTICLE 6 -- DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provisions of Section 6.06 hereof, if applicable, if the Local Government Unit fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of the county in which the Local Government Unit is located, (or, if located in more than one county, then of either) shall after a hearing held upon such notice to the Local Government Unit as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by such Designated Officer until the sum on deposit in the Sinking Fund shall equal the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06 hereof, if applicable, if the Local Government Unit fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, as the same becomes due and payable, and such failure shall continue for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of the county in which the Local Government Unit is located (or, if located in more than one county, then of either). The judgment recovered shall have an appropriate priority upon the moneys next coming into the treasury of the Local Government Unit.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06 hereof, if applicable, notwithstanding any other provision in this Debt Ordinance, if the Local Government Unit defaults in the payment of the principal or of the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the Local Government Unit fails to comply with any provision of the Bonds or this Debt Ordinance, the Registered Owners of twenty-five percent in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Local Government Unit is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such bonds or notes, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it shall, in his or its own name take one or more of the actions set forth below and the taking of such actions shall preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing the same;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Local Government Unit, in proportion to the value thereof as assessed for tax purposes, and the

trustee may collect, or cause the Local Government Unit to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto shall have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the Local Government Unit, declare the unpaid principal of all the Bonds to be, and it shall thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults shall be made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section shall have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of a principal amount of such Bonds sufficient to remove such originally appointed trustee.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto shall be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, shall constitute taxable costs, and all such costs and disbursements allowed by the court shall be deemed additional principal due on the Bonds, and shall be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds shall, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds shall have become or have been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available shall not be sufficient to pay any installment in full, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference;

(b) If the principal of all the Bonds shall have become or shall have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder. Payment of the Bonds may be insured to the Registered Owners by a Bond Insurance Policy hereby authorized, to be purchased upon the issuance and delivery of the Bonds if requested in or required by the Purchase Proposal.

If a Bond Insurance Policy is issued to insure the Bonds, no provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds will be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to such a Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of such Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books.

--END OF ARTICLE 6--

ARTICLE 7 -- AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto as shall not be inconsistent with the terms and provisions hereof and which shall not adversely affect the rights of the Registered Owners of the Bonds (which modifying or supplemental debt ordinances shall thereafter form a part hereof) for the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;
- (b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;
- (c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or
- (d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Bonds (and with the consent of the Insurer), the Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Ordinance or of modifying in any manner the rights of the Registered Owners of the Bonds; provided, however, that no such modifying or supplemental debt ordinance shall: (i) extend the fixed maturity date of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Bonds then outstanding. It shall not be necessary for the consent of the Registered Owners to approve the particular form of any proposed modification or supplement, if such consent shall approve the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:

- (a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and
- (b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt ordinance was properly enacted, executed and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Bonds required hereunder has been secured, and that, in all events, the enactment, execution and delivery of such debt ordinance complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt ordinance pursuant to the provisions of this Article, this Debt Ordinance shall be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such amendments, modifications and supplements, and all the terms and conditions of any such debt ordinance shall be and be deemed to be part of the terms and conditions of this Debt Ordinance for any and all purposes.

Section 7.05. Notice of Amendment. Notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated shall be confirmed promptly to all Registered Owners, and shall be given to the Rating Agency and the Insurer, if any, in the same manner that is provided in Section 4.10 for notices of redemption.

--END OF ARTICLE 7--

ARTICLE 8 -- DISCHARGE OF DEBT ORDINANCE

Section 8.01. If the Local Government Unit shall pay or cause to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Bonds, at the times and in the manner stipulated therein, then this Debt Ordinance and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Sinking Fund Depository shall release, cancel and discharge the lien and obligations of this Debt Ordinance and deliver to the Local Government Unit any funds or documents at the time subject to the lien of this Debt Ordinance which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Ordinance shall be and remain in full force and effect.

Bonds, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Bonds, shall be deemed to be paid within the meaning of this Article, provided, however, that if such Bonds are to be redeemed prior to the Maturity Date(s) thereof, notice of such redemption shall have been duly given or adequate provision shall have been made thereof.

In the event that the principal and/or interest due on the Bonds shall be paid by the Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Local Government Unit, until full, proper and complete payment and reimbursement is made to the Insurer by the Local Government Unit pursuant to the Bond Insurance Policy.

--END OF ARTICLE 8--

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

Section 9.01. Compliance in General. The Local Government Unit hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Bonds to the Registered Owners thereof conferred by said Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Section 9.02. Not a Private Activity Bond; Taxing Powers. The Local Government Unit covenants that the Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

The Local Government Unit certifies that it is a political subdivision and governmental unit with general taxing powers.

Section 9.03. Non-Arbitrage. The Local Government Unit covenants that no portion of the proceeds of the Bonds is reasonably expected (at the time of issuance of the Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition shall not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the Bonds, or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) which produces a yield over the term of the Bonds which is materially higher than the yield on the Bonds, but shall not include any tax-exempt bond.

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment shall be taken into account]) to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

Exceptions. Rebate to the United States as described above shall not be required of the Local Government Unit if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** -- the gross proceeds of the Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the Bonds; or (ii) **18-MONTH SPEND-DOWN** -- the following cumulative percentages of the gross and investment proceeds of the Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Bonds; 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended

after eighteen months, but not in excess of thirty months; or (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** -- the following cumulative percentages of the gross and investment proceeds of the Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Bonds: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** -- (1) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund, if any) of the Bonds is to be used for local governmental activities of the Local Government Unit (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Local Government Unit, and all subordinate entities thereof (but not including any bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the Bonds are issued, is not reasonably expected to exceed \$5,000,000 (\$15,000,000, in the case of certain bonds issued for school construction purposes).

For these purposes, “gross proceeds” means any proceeds and replacement proceeds of the Bonds, “available construction proceeds” has the meaning used in §148(f)(4)(C)(vi) of the Tax Code, “sale proceeds” means all amounts actually or constructively received from the sale of the Bonds, except accrued interest on the Bonds deposited to the Sinking Fund, and “nonpurpose investment” means any investment property acquired with the gross proceeds of the Bonds and not required to carry out the governmental purpose of the Bonds.

The Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Section 9.05. Information Reporting. The Local Government Unit shall prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

--END OF ARTICLE 9--

ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

Section 10.01. Compliance in General. The Local Government Unit hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 10.02. Official Statement. The Local Government Unit authorizes the preparation of a Preliminary Official Statement by the Financial Advisor on its behalf and for its benefit, as an agent, and warrants that, while matters of style and format may originate with the Financial Advisor, all substantive data and information will be provided by the Local Government Unit. The Local Government Unit, upon review as to completeness and accuracy, will deem the Preliminary Official Statement final as of its date, and will certify the Preliminary Official Statement did not and does not, as of its date contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, as required by statute, regulation or substantive law. Upon such review, the distribution of the Preliminary Official Statement by the Purchaser is hereby ratified and approved.

The Local Government Unit hereby covenants to provide a final Official Statement to the Purchaser within seven business days of the execution of the addendum to the Purchase Proposal. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary. However, the execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Local Government Unit hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. Upon such review, the Purchaser is authorized to use the final Official Statement in connection with the sale of the Bonds.

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Undertaking under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Undertaking, at or prior to the delivery of the Bonds, in form and substance satisfactory to the Purchaser.

--END OF ARTICLE 10--

ARTICLE 11 - SALE OF BONDS; SETTLEMENT

Section 11.01. Award to Purchaser. After due consideration of sundry factors, including professional assistance and current market conditions, and the advice of its Financial Advisor, the Governing Body hereby: (1) determines that a private sale by negotiation of the Bonds is in the best financial interest of the Local Government Unit; and (2) authorizes the President of the Board of School Directors, upon consultation with the Business Manager, to award the sale of the Bonds to the Purchaser, by means of the execution of and delivery to the Purchaser of one or more acceptable Purchase Proposal(s). For this purpose, an “acceptable” Purchase Proposal shall mean an offer by the Purchaser on its standard contractual form(s), compliant with prevailing industry standards and approved, as to form, by Bond Counsel and by the Solicitor, to purchase and underwrite one or more series of Bonds, bearing interest at such rate or rates, and sold at such a price or prices, allowing for costs of issuance and upon such other conventional terms and conditions, as shall be deemed to serve the best financial interests of the Local Government Unit and as shall be for a final principal amount of Bonds which does not exceed \$35,000,000.

Section 11.02. Delivery of Bonds. The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

Section 11.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, when appropriate, in the name of the Local Government Unit, a one-day demand deposit account to facilitate the settlement of the Bonds, designated the “Clearing Fund”. The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officers are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel, Purchaser, or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Bonds and a proper application of the proceeds of the Bonds to the Project.

Section 11.04. Expeditious Settlement. The Local Government Unit hereby authorizes and directs Bond Counsel, Financial Advisor, Purchaser or Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including without limitation, application and qualification for certain bond ratings and/or policies of bond insurance, establishment of bank accounts with authorized depositories for the deposit and management of Bond proceeds and other funds, the proper and lawful investment of the same, retention of professionals, the execution or and delivery of necessary documentation confirming any or all of the foregoing, bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of the Purchaser, Bond Counsel or Solicitor, for settlement of the sale of the Bonds.

Section 11.05. Approval of Department of Education. The Designated Officer is hereby authorized and directed to prepare such materials and make such filings, applications and solicitations that are necessary to obtain the appropriate approval of annual budgets and applications of the Department of Education of the issuance of the Bonds and the matters contemplated hereby, including any approvals for reimbursement of debt service payments and any approvals necessary for an increase in ad valorem taxes.

--END OF ARTICLE 11--

ARTICLE 12 - MISCELLANEOUS

Section 12.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 12.02. Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Registered Owners, from time to time, of the Bonds.

Section 12.03. Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 12.04 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

Section 12.05. Benefitted Parties. Nothing in this Debt Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Local Government Unit, the Sinking Fund Depository, the Registered Owners of the Bonds (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Ordinance or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Ordinance contained by and on behalf of the Local Government Unit shall be for the sole and exclusive benefit of such persons.

Section 12.06. Severability. If any one or more of the covenants or agreements provided in this Debt Ordinance on the part of the Local Government Unit or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

Section 12.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.08. Counterparts. This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

--END OF ARTICLE 12--

DULY ADOPTED by the Governing Body of the Local Government Unit, in lawful session assembled, on March 2, 2022.

[SEAL]

BALDWIN-WHITEHALL SCHOOL DISTRICT

President, Board of School Directors

Attest:

Board Secretary

EXHIBIT A

(NOT-TO-EXCEED)
DEBT SERVICE AND
PRINCIPAL AMORTIZATION SCHEDULE

Date	Maximum Principal	Maximum Interest Rate	Maximum Yield	Maximum Interest	Maximum Total	Maximum Fiscal Year Total
11/15/2022				\$ 1,138,958.33	\$ 1,138,958.33	
5/15/2023				962,500.00	962,500.00	\$ 2,101,458.33
11/15/2023	\$ 160,000	5.500%	5.500%	962,500.00	1,122,500.00	
5/15/2024				958,100.00	958,100.00	2,080,600.00
11/15/2024	160,000	5.500%	5.500%	958,100.00	1,118,100.00	
5/15/2025				953,700.00	953,700.00	2,071,800.00
11/15/2025	1,415,000	5.500%	5.500%	953,700.00	2,368,700.00	
5/15/2026				914,787.50	914,787.50	3,283,487.50
11/15/2026	1,460,000	5.500%	5.500%	914,787.50	2,374,787.50	
5/15/2027				874,637.50	874,637.50	3,249,425.00
11/15/2027	1,485,000	5.500%	5.500%	874,637.50	2,359,637.50	
5/15/2028				833,800.00	833,800.00	3,193,437.50
11/15/2028	1,515,000	5.500%	5.500%	833,800.00	2,348,800.00	
5/15/2029				792,137.50	792,137.50	3,140,937.50
11/15/2029	1,550,000	5.500%	5.500%	792,137.50	2,342,137.50	
5/15/2030				749,512.50	749,512.50	3,091,650.00
11/15/2030	3,765,000	5.500%	5.500%	749,512.50	4,514,512.50	
5/15/2031				645,975.00	645,975.00	5,160,487.50
11/15/2031	3,855,000	5.500%	5.500%	645,975.00	4,500,975.00	
5/15/2032				539,962.50	539,962.50	5,040,937.50
11/15/2032	3,965,000	5.500%	5.500%	539,962.50	4,504,962.50	
5/15/2033				430,925.00	430,925.00	4,935,887.50
11/15/2033	4,055,000	5.500%	5.500%	430,925.00	4,485,925.00	
5/15/2034				319,412.50	319,412.50	4,805,337.50
11/15/2034	4,155,000	5.500%	5.500%	319,412.50	4,474,412.50	
5/15/2035				205,150.00	205,150.00	4,679,562.50
11/15/2035	4,280,000	5.500%	5.500%	205,150.00	4,485,150.00	
5/15/2036				87,450.00	87,450.00	4,572,600.00
11/15/2036	3,180,000	5.500%	5.500%	87,450.00	3,267,450.00	
5/15/2037				-	-	3,267,450.00
Totals:	\$35,000,000			\$19,675,058.33	\$54,675,058.33	\$54,675,058.33

EXHIBIT B

(NOT TO EXCEED) WRAP SCHEDULE

BALDWIN-WHITEHALL SCHOOL DISTRICT
SUMMARY OF OUTSTANDING INDEBTEDNESS **MAXIMUM PARAMETERS**

DEBT SERVICE REQUIREMENTS														Total Debt Service
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Fiscal Year Ended	G.O. Bonds Series of 2012	G.O. Bonds Series of 2013	G.O. Bonds Series of 2014	G.O. Bonds Series A of 2014	G.O. Bonds Series of 2015	G.O. Note Series of 2016	G.O. Bonds Series of 2018	G.O. Bonds Series of 2019	G.O. Bonds Series of 2020	G.O. Bonds Series of 2021	G.O. Bond Series A of 2021	G.O. Bonds Series of 2022 [1]		
6/30/2022	258,363	3,041,438	1,090,800	110,450	230,138	2,260,754	297,938	328,038	198,650	249,293	216,270		8,282,130	
6/30/2023	257,869	3,058,505		113,300	232,288	3,460,442	267,438	297,631	198,550	282,725	80,297	2,101,458	10,350,502	
6/30/2024				111,100	3,857,919		287,063	322,238	198,450	282,475	3,191,714	2,080,600	10,331,558	
6/30/2025							404,575	434,725	198,350	282,225	6,752,068	2,071,800	10,143,743	
6/30/2026							1,848,175	2,065,475	653,650	637,850		3,283,488	8,488,638	
6/30/2027							1,848,975	2,060,575	644,350	647,675		3,249,425	8,451,000	
6/30/2028							1,848,275	2,064,025	640,000	640,750		3,193,438	8,386,488	
6/30/2029							1,846,075	2,065,675	640,500	648,450		3,140,938	8,341,638	
6/30/2030							1,847,300	2,065,525	640,800	640,775		3,091,650	8,286,050	
6/30/2031									1,195,300	1,204,250		5,160,488	7,560,038	
6/30/2032									1,203,800	1,213,350		5,040,938	7,458,088	
6/30/2033									1,196,850	1,201,550		4,935,888	7,334,288	
6/30/2034									1,194,550	1,213,775		4,805,338	7,213,663	
6/30/2035									1,196,800	1,209,875		4,679,563	7,086,238	
6/30/2036									1,193,600	1,214,925		4,572,600	6,981,125	
6/30/2037									600,950	411,075		3,267,450	4,279,475	
6/30/2038														
6/30/2039														
6/30/2040														
TOTALS	516,231	6,099,943	1,090,800	334,850	4,320,344	5,721,196	10,495,813	11,703,906	11,795,150	11,981,018	10,240,349	54,675,058	128,974,658	

LOCAL EFFORT REQUIREMENTS														Total Local Effort
15	16	17	18	19	20	21	22	23	24	25	26	27	28	
Fiscal Year Ended	G.O. Bonds Series of 2012	G.O. Bonds Series of 2013	G.O. Bonds Series of 2014	G.O. Bonds Series A of 2014	G.O. Bonds Series of 2015	G.O. Note Series of 2016	G.O. Bonds Series of 2018	G.O. Bonds Series of 2019	G.O. Bonds Series of 2020	G.O. Bonds Series of 2021	G.O. Bond Series A of 2021	G.O. Bonds Series of 2022 [1]		
6/30/2022	258,363	2,539,206	898,343	92,176	192,061	1,885,415	297,938	328,038	179,247	224,944	180,488		7,076,218	
6/30/2023	257,869	2,553,455		94,555	193,856	2,885,925	267,438	297,631	179,157	255,111	67,012	1,896,204	8,948,210	
6/30/2024				92,719	3,219,629		287,063	322,238	179,067	254,885	2,663,648	1,877,383	8,896,630	
6/30/2025							404,575	434,725	178,977	254,659	5,634,944	1,869,442	8,777,322	
6/30/2026							1,848,175	2,065,475	589,806	575,550		2,962,781	8,041,787	
6/30/2027							1,848,975	2,060,575	581,415	584,415		2,932,045	8,007,425	
6/30/2028							1,848,275	2,064,025	577,490	578,166		2,881,526	7,949,482	
6/30/2029							1,846,075	2,065,675	577,941	585,114		2,834,154	7,908,959	
6/30/2030							1,847,300	2,065,525	578,211	578,189		2,789,681	7,858,906	
6/30/2031									1,078,552	1,086,628		4,656,450	6,821,630	
6/30/2032									1,086,222	1,094,839		4,548,576	6,729,637	
6/30/2033									1,079,951	1,084,192		4,453,787	6,617,929	
6/30/2034									1,077,875	1,095,223		4,335,988	6,509,086	
6/30/2035									1,079,906	1,091,703		4,222,498	6,394,107	
6/30/2036									1,077,018	1,096,260		4,125,983	6,299,261	
6/30/2037									542,254	370,924		2,948,310	3,861,488	
6/30/2038														
6/30/2039														
6/30/2040														
TOTALS	516,231	5,092,660	898,343	279,449	3,605,546	4,771,340	10,495,813	11,703,906	10,643,088	10,810,802	8,546,091	49,334,808	116,698,077	

Principal*	255,000	3,020,000	0	220,000	3,960,000	3,434,000	8,755,000	9,765,000	9,680,000	9,005,000	9,851,000	35,000,000	92,945,000
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PE%:	0.00%	25.85%	27.62%	25.90%	25.90%	25.99%	0.00%	0.00%	15.29%	15.29%	25.90%	15.29%	
PE% Status:	Estimated	Temporary	Temporary	Temporary	Temporary	Temporary	Estimated	Estimated	Temporary	Temporary	Temporary	Est.	
AR% (2021-22):	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	63.88%	
Call Date:	9/15/2017	11/15/2018	11/15/2019	5/15/2020	5/15/2020	Anytime	11/15/2023	5/15/2024	11/15/2025	5/15/2026	Anytime	5/15/2030	
Purpose:	CurRef - 2005	AdvRef - 2007	CurRef - 2009, 2009A	AdvRef - 2007	AdvRef - 2007	CurRef - 2010	New Money	New Money	New Money	New Money	Cur Ref - 2014A, 2015	New Money	
Paying Agent:	BNY Mellon	BNY Mellon	BNY Mellon	BNY Mellon	BNY Mellon	-	BNY Mellon	BNY Mellon	BNY Mellon	BNY Mellon	BNY Mellon	BNY Mellon	

* Outstanding as of February 18, 2022
 [1] Maximum coupon rate of 5.50%



CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of a Resolution which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Resolution was duly recorded; that this Resolution is still in full force and effect as of the date hereof; that the vote upon said Resolution was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Robert Achtzehn	_____	_____	_____	_____
Karen L. Brown	=====	=====	=====	=====
Dr. Anthony DiCesaro	_____	_____	_____	_____
Peter D. Giglione	_____	_____	_____	_____
Dan Knezevich	_____	_____	_____	_____
Amanda L. Priano	_____	_____	_____	_____
Janice Tarson	=====	=====	=====	=====
Melissa Wood	_____	_____	_____	_____
Greg Zeman	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this March 2, 2022.

BALDWIN-WHITEHALL SCHOOL DISTRICT

[SEAL]

Board Secretary