

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF THE BALDWIN-WHITEHALL SCHOOL DISTRICT
(ALLEGHENY COUNTY, PENNSYLVANIA)**

ADOPTED JUNE 2, 2021 AND NUMBERED _____

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

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF A GENERAL OBLIGATION BOND IN THE PRINCIPAL AMOUNT OF NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$9,999,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE REVENUES FOR THE PAYMENT OF, THE BOND; FIXING THE FORM, INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BOND; 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 BOND.

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 above-named Local Government Unit (defined hereinafter) deems it advisable to borrow the principal sum of \$9,999,000 pursuant to the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 *et seq.* (the “Debt Act”), for the purposes described on **Exhibit P** hereto (the “Project”); and

WHEREAS, Key Government Finance, Inc., a Colorado corporation, the “Purchaser”) has presented a Purchase Contract (defined hereinafter), attached hereto as **Exhibit PC**, to purchase the Bond (defined hereinafter) to be issued by the Local Government Unit in order to achieve the financing of the Local Government Unit’s Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

Section 1. Definitions

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Resolution, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Resolution, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department (herein defined) 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.

“Bond” means the debt obligation of the Local Government Unit authorized herein and identified as the “General Obligation Bond, Series A of 2021.”

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

“Bond Payment Date(s)” means, singularly or jointly, May 15 and November 15 of each year during the term of the Bond, commencing with the First Payment Date.

“Dated Date” means the date of delivery of the Bond, expected to be July 7, 2021, or such other date upon which interest will begin to accrue on the Bond, that is determined and fixed by the Local Government Unit, and which is acceptable to the Purchaser.

“Designated Officers” has the meaning given to such term in Section 2 hereof.

“Financial Advisor” means PFM Financial Advisors, LLC, with offices at 213 Market Street, Harrisburg, Pennsylvania 17101.

“First Payment Date” means November 15, 2021, the date upon which interest on the Bond is first payable.

“General Fund” means that fund, established on the books of the Local Government Unit according to accepted governmental fund accounting principles, into which all tax collections, state and federal subsidies and other general revenues not otherwise required to be segregated are received and from which all general costs of operations are paid.

“Governing Body” means the Board of School Directors of the Local Government Unit.

“Loan Agreement” has the meaning given to such term in Section 2 hereof.

“Local Government Unit” means Baldwin-Whitehall School District, situated in the County of Indiana, 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.

“Maturity Date” means November 15, 2024.

“Prepayment Date” means July 8, 2021.

“Principal Installment Date(s)” means, singularly or jointly, November 15 of each year during the term of the Bond, from 2021 to and including 2024, on which dates a portion of the principal of the Bond shall be due and payable, in the form of a mandatory redemption of the Bond, as a term instrument.

“Prior Bonds” has the meaning given to such term in Exhibit P hereto.

“Project” has the meaning given to such term in Exhibit P hereto.

“Purchase Contract” means the written correspondence of the Purchaser (responsive to the request for proposal of the Local Government Unit released April 23, 2021), consisting of its Summary of Terms and Conditions, dated May 14, 2021, for the purchase and sale of the Bond, as presented by the Purchaser and accepted by the Local Government Unit by execution and delivery of the same pursuant to Section 6 hereof.

“Purchase Price” means, with respect to the Bond, 100% of the par amount of said instrument, together with accrued interest, if any, to the date of delivery of said Bond, less any such fees, discounts or interest as shall be specified in the Purchase Contract.

“Purchaser” means Key Government Finance, Inc., a Colorado corporation, with offices at 1000 South McCaslin Blvd., Superior, Colorado 80027.

“Regular Rate” means the fixed rate of 0.805%, per annum (30/360 basis).

“School Code” means the Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended.

“Sinking Fund” means that special fund for the payment of the principal of, interest on and all other obligations due in respect of the Bond, as established pursuant to Section 4 hereof.

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

Section 2. Authorization

The Local Government Unit hereby authorizes the incurrence, and the increase, of nonelectoral indebtedness in a principal amount of \$9,999,000, to be evidenced by the Bond in substantially the form attached hereto as Exhibit A to the Loan Agreement (defined hereinafter) (with such changes as the

Designated Officers, hereinafter defined, shall approve), in order to pay the costs of the Project. The Bond will be dated the Dated Date, will bear interest at the Regular Rate, payable as to interest on each of the Bond Payment Dates, beginning on the First Payment Date, and payable as to principal on each of the Principal Installment Dates, and on the Maturity Date, according to the schedule attached hereto as **Exhibit DS**.

At the option of the Local Government Unit, the Bond may be prepaid and redeemed, in whole (but not in part), beginning on the Prepayment Date and on any date thereafter, upon payment of the full principal amount of the Bond then outstanding, together with interest accrued and owing thereon through the date selected for such prepayment.

Furthermore, the Bond will be issued subject to, and its terms and conditions of payment and security further delineated by and under, a loan agreement (the "Loan Agreement") which shall incorporate the terms and conditions of the Purchase Contract. The Loan Agreement, substantially in the form attached hereto as **Exhibit LA**, is hereby approved, and the same shall be executed and delivered, with such changes as the Designated Officers shall approve, upon the issuance and delivery of the Bond, in exchange for the Purchase Price of said Bond at the settlement thereof.

The Local Government Unit hereby authorizes and directs the President, Vice President, Treasurer and Secretary of the Board of School Directors, or their duly elected and acting successors, along with the Business Manager (the "Designated Officers" and each a "Designated Officer"), to execute and deliver the Bond, the Loan Agreement and all such documents, and to do and perform all acts necessary and proper for the issuance and further security of the Bond, including the filing of proceedings with the Pennsylvania Department of Community and Economic Development (the "Department") to enable the Department to certify its approval to issue, sell and deliver the Bond.

The Designated Officers are hereby authorized and directed to prepare such materials and make such filings, applications and solicitations that are necessary to obtain any appropriate approval of the Department of Education of the issuance of the Bond and the matters contemplated hereby.

The Designated Officers are hereby further authorized and directed to provide to the Purchaser (unless otherwise posted and available on the Municipal Securities Rulemaking Board "EMMA" website, or similar independently managed, industry-recognized, publicly accessible website) each year for as long as the Bond is outstanding, copies of its annual audited financial statements (including operating statistics) within 270 days of fiscal year end (unaudited financial statements may be acceptable if the audit is not finished, with the final audit due within 30 days of availability), and such other financial reports as the Purchaser may reasonably request, and as the same shall be further delineated in the Loan Agreement.

Section 3. Preparation of Debt Statement

As required by §8110 of the Debt Act, the President of the Board of School Directors and the Board Secretary of the Local Government Unit are authorized to prepare, execute and acknowledge the Debt Statement, and its accompanying Borrowing Base Certificate.

Section 4. Security for and Payment of the Bond

The Bond will be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bond to: (a) include the amount necessary to service the debt on the Bond, 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 the debt service; and (c) duly and

punctually pay, or cause to be paid, from its General Fund, its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bond at the dates and place and in the manner stated in the Bond, according to the intent and meaning thereof.

For such budgeting, appropriation and payment of the Bond, the Local Government Unit hereby irrevocably pledges its full faith, credit and 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 revenues sufficient 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 amounts of debt service covenanted to be paid are set forth in **Exhibit DS**, attached to this Debt Ordinance and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable, and are intended to represent a complete, absolute and unconditional obligation to pay the interest on and principal of the Bond as and when due.

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, upon adoption of an appropriate covenant to budget, appropriate and pay additional revenues and funds for the payment and security of such additional obligations.

The Local Government Unit does hereby create, and orders to be established (in its name and identified by reference to the Bond), a Sinking Fund for the payment of the Bond with The Bank of New York Mellon Trust Company, N.A., 2001 Bryan Street, 11th Floor, Dallas, TX 75201 and 500 Ross Street, 12th Floor, Pittsburgh, PA 15262-0001 (herein "BNY Mellon"), which is a bank lawfully conducting business in the Commonwealth of Pennsylvania, and does further covenant to maintain such Sinking Fund, in accordance with the Local Government Unit Debt Act, until the Bond is paid in full. Any Designated Officer is hereby authorized and directed to contract with BNY Mellon for its services in such capacity. BNY Mellon shall undertake the duties of sinking fund depository according to the provisions of the Debt Act, while the Local Government Unit shall serve as its own Paying Agent and Registrar, also, in both cases, in compliance with current industry standards and practices.

Section 5. Tax Covenants

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 the instruction of Bond Counsel, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Bond to the registered owner(s) thereof conferred by those Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

The Local Government Unit covenants that the Bond is 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 school district duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the School Code.

The Local Government Unit covenants that no portion of the proceeds of the Bond are reasonably expected (at the time of issuance of the Bond) 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 does 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 Bond, 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) that produces a yield over the term of the Bond which is materially higher than the yield on the Bond, but does not include any tax-exempt obligation.

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 the nonpurpose investments were invested at a rate equal to the yield on the Bond; plus (2) any income attributable to said excess (provided, further, that any gain or loss on the disposition of a nonpurpose investment will 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).

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 Bond are expended for the Project by no later than the day which is six months after the date of issuance of the Bond, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Bond, 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 Bond; (ii) **18-MONTH SPEND-DOWN** - the following cumulative percentages of the gross and investment proceeds of the Bond are expended for the Project by no later than the day which is the indicated period of time following the date of issuance of the Bond: 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); (iii) **TWO YEAR SPEND-DOWN (RESERVED--CONSTRUCTION ISSUES ONLY)**; or (iv) **SMALL ISSUER** - (a) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund) of the Bond are 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 obligations other than private activity bonds, issued by the Local Government Unit, and all subordinate entities thereof (but not including any obligations 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 Bond is issued, is not reasonably expected to exceed \$5,000,000 (\$15,000,000, in the case of certain bonds for school construction purposes).

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

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.

The Local Government Unit hereby designates (or, as appropriate, “deems designated”) the Bond to be a “qualified tax-exempt obligation” for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Tax Code. Having considered tax-exempt obligations previously issued, together with the Bond, during the calendar year in which the Bond is being issued, the Local Government Unit represents and covenants that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Local Government Unit (together with all subordinate entities) during said calendar year does not exceed \$10,000,000. For these purposes, “tax-exemption obligations” means any obligation the interest on which is wholly-exempt from taxes under the Tax Code.

Section 6. Award

After due consideration of sundry factors and current market conditions, together with the recommendation of the Financial Advisor, the Local Government Unit hereby: (1) determines that a private sale by invitation of the Bond is in the best financial interest of the Local Government Unit; and (2) authorizes the President or Vice-President of the Board of School Directors (or their appropriate successors acting by reason of absence or other incapacity), in their sole discretion, to award the sale of the Bond to the Purchaser, by means of the execution and delivery to the Purchaser of the Purchase Contract. The execution and delivery of the Purchase Contract is hereby authorized and confirmed.

Section 7. Redemption of Prior Bonds

The Local Government Unit hereby declares its intention (and the purpose of the issuance of the Bond is) to effect a complete and prompt redemption and discharge of the \$9,890,000 outstanding principal amount of the Prior Bonds, together with all interest accrued and owing thereon. The Designated Officers are authorized and directed to transfer, or to cause the transfer, of proceeds of the Bond sufficient for the foregoing purpose to BNY Mellon, the paying agent for the Prior Bonds, at the closing on the Bond, and to execute and deliver such instructions to BNY Mellon as shall be necessary and proper to accomplish said redemption and discharge in a timely and efficient manner.

Section 8. Expeditious Settlement

The Local Government Unit hereby authorizes and directs Bond Counsel, Financial Advisor and 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 Bond.

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 Contract, and the Project, including without limitation, the call for redemption of the Prior Bonds (as defined in **Exhibit P** attached hereto), the purchase of investments and establishment of an escrow fund, if necessary, with BNY Mellon, the call for redemption of the Prior Bonds, retention of professionals, and execution and delivery of any certificates, orders, security agreements and other similar documents and agreements that may be necessary, in the opinion of the Purchaser, its counsel, Bond Counsel, Financial Advisor or Solicitor, for proper settlement of the sale of the Bond.

Section 9. Bond Resolution a Contract

Upon the Local Government Unit's execution of a Purchase Contract relating to the Bond, this Resolution, together with the Loan Agreement relating thereto, if and when executed and delivered, shall be deemed to be a contract with the holders, from time to time, of the Bond.

DULY ADOPTED on June 2, 2021.

BALDWIN-WHITEHALL SCHOOL DISTRICT

President, Board of School Directors

[SEAL]

Attest:

Board Secretary

DESCRIPTION OF PROJECT

“Project” means: (a) the refunding of the portions identified below of the Local Government Unit’s outstanding General Obligation Bonds, Series A of 2014 and Series of 2015 (collectively, the “Prior Bonds”), in order to reduce debt service over the life of the series; and (b) the costs of issuance of the Bond.

General Obligation Bonds, Series A of 2014				
	Outstanding		Refunded	Unrefunded
Maturity Date	Principal	Interest Rate	Principal	Principal
11/15/2021	\$105,000	2.000%		\$105,000
11/15/2022	110,000	2.000%		110,000
11/15/2023	110,000	2.000%		110,000
11/15/2024	5,745,000	2.125%	\$5,745,000	

General Obligation Bonds, Series of 2015				
	Outstanding		Refunded	Unrefunded
Maturity Date	Principal	Interest Rate	Principal	Principal
11/15/2021	\$140,000	2.000%		\$140,000
11/15/2022	145,000	2.000%		145,000
11/15/2023	6,960,000	2.250%	\$3,145,000	3,815,000
11/15/2024	1,000,000	2.375%	1,000,000	

Proceeds of the Series of A 2014 and Series of 2015 Bonds were applied to the costs of acquiring, constructing and installing repairs, improvements, modifications and equipment to school district facilities, primarily renovations to the High School.

Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby, together with the remaining useful life of the capital assets which were financed with the proceeds of the Prior Bonds (being, on a weighted average, no less than four (4) years), 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.

DEBT SERVICE PAYMENT SCHEDULE

Date	Principal	Interest Rate	Yield	Interest	Semiannual Total	Fiscal Year Total
11/15/2021	\$ 148,000	0.805%	0.805%	\$ 28,619.36	\$ 176,619.36	
5/15/2022				39,650.28	39,650.28	\$ 216,269.64
11/15/2022	1,000	0.805%	0.805%	39,650.28	40,650.28	
5/15/2023				39,646.25	39,646.25	80,296.53
11/15/2023	3,125,000	0.805%	0.805%	39,646.25	3,164,646.25	
5/15/2024				27,068.13	27,068.13	3,191,714.38
11/15/2024	6,725,000	0.805%	0.805%	27,068.13	6,752,068.13	
5/15/2025				-	-	6,752,068.13
Totals:	\$ 9,999,000			\$241,348.68	\$10,240,348.68	\$10,240,348.68

FORM OF LOAN AGREEMENT
(INCLUDING FORM OF BOND)

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), is dated this July 7, 2021 by and between the BALDWIN-WHITEHALL SCHOOL DISTRICT (Allegheny County, Pennsylvania), with its administrative offices located at 4900 Curry Road, Pittsburgh, Pennsylvania 15236 (the "Local Government Unit"), and KEY GOVERNMENT FINANCE, INC., a Colorado corporation, with an address at 1000 South McCaslin Blvd., Superior, Colorado 80027 (the "Purchaser").

RECITALS:

The Local Government Unit is both a "Local Government Unit" and a "School District," duly organized and operating under the Constitution and the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), particularly the Local Government Unit Debt Act, as amended (53 Pa.C.S.A. § 8001 *et seq.*, the "Debt Act") and the Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended (the "School Code").

The Purchaser is a Colorado corporation and duly authorized to conduct business within the Commonwealth of Pennsylvania.

The Local Government Unit has determined to undertake a Project consisting, in relevant part, of: (a) the refinancing, for debt service savings, of a portion of its outstanding General Obligation Bonds, Series A of 2014 and Series of 2015 (collectively, the "Prior Bonds"); and (b) the costs of issuing and delivering the Bond hereinafter defined (the "Project").

The Local Government Unit is authorized by law, among other things, to borrow money and to make and issue negotiable notes and bonds, and to make such agreements in connection therewith as the Local Government Unit shall deem advisable.

The Local Government Unit has determined to finance or refinance the Project and has requested the Purchaser to extend credit or to make a loan to the Local Government Unit in order to enable it to borrow the sum of \$9,999,000 (as evidenced by the Bond, the "Loan"), and the Purchaser is willing to make the Loan to the Local Government Unit upon the terms and conditions hereinafter set forth in its written correspondence, consisting of its Summary of Terms and Conditions, dated May 14, 2021 for the purchase and sale of the Bond (the "Purchase Contract"), which was accepted by the Local Government Unit by its officers pursuant to the authority of an authorizing resolution adopted June 2, 2021 (the "Resolution").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

Section 1. **Definitions.**

(a) In this Agreement (except as otherwise expressly provided for or unless the context otherwise requires), the following terms have the meanings specified in the foregoing recitals:

Agreement	Project
Commonwealth	Purchase Contract
Debt Act	Purchaser
Loan	Resolution
Local Government Unit	School Code

(b) In addition, the following terms shall have the following meanings, unless the context otherwise requires:

“**Bond**” means the Local Government Unit’s \$9,999,000 General Obligation Bond, Series A of 2021, dated the Dated Date.

“**Bond Payment Date(s)**” means, singularly or jointly, May 15 and November 15 of each year during the term of the Bond, commencing with the First Payment Date.

“**Dated Date**” means July 7, 2021.

“**Event of Default**” means an event specified in Section 11.

“**First Payment Date**” means November 15, 2021, the date upon which interest on the Bond is first payable.

“**General Fund**” means that fund, established on the books of the Local Government Unit according to accepted governmental fund accounting principles, into which all tax collections, state and federal subsidies and other general revenues not otherwise required to be segregated are received and from which all general costs of operations are paid.

“**Maturity Date**” means November 15, 2024.

“**Prepayment Date**” means July 8, 2021.

“**Principal Installment Date(s)**” means, singularly or jointly, November 15 of each year during the term of the Bond, from 2021 to and including 2024, on which dates a portion of the principal of the Bond shall be due and payable, in the form of a mandatory redemption of the Bond, as a term instrument.

“**Sinking Fund**” means that special fund for the payment of the principal of, interest on and all other obligations due in respect of the Bond, as established pursuant to Section 4 of the Resolution.

All terms defined in the Resolution shall bear a consistent meaning within the context of this Agreement and all terms defined in this Agreement shall bear those same meanings when used in the Bond, certificates, reports or other documents made or delivered pursuant to this Agreement, unless the context otherwise requires.

(c) In this Agreement, unless otherwise indicated, (i) defined terms may be used in the singular or the plural and the use of any gender includes all genders, (ii) the words “hereof”, “herein”, “hereunder” and words of similar import refer to this entire Agreement, and (iii) all references to particular Sections are references to the Sections of this Agreement.

Section 2. **Loan; Bond; Interest.**

(a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, the Purchaser agrees to make the Loan to the Local Government Unit on the date hereof. To evidence the Loan, the Local Government Unit shall issue and deliver the Bond to the Purchaser. The Bond shall be in the form of a fully registered instrument in the principal amount of \$9,999,000.00.

(b) The Bond will be dated the Dated Date and will bear interest on the outstanding principal amount, at a fixed rate of 0.805% per annum, based on a 30/360 day year formulation (the “Tax-Exempt Rate”). Such interest shall be payable semi-annually during the term of the Bond, on each of the Bond Payment Dates. Principal of the Bond shall be payable in annual installments payable on each of the Principal Installment Dates, and in full on the Maturity Date, in the respective amounts and according to the amortization schedule attached to the Bond.

Section 3. **Payments.**

Payments on the Loan will be made in accordance with the Debt Service Schedule attached to the Bond and incorporated by reference, together with interest thereon at the applicable rate stated in Section 2. All outstanding principal and accrued interest shall be due and payable in full not later than November 15, 2024.

Section 4. **Prepayment.**

The Local Government Unit has retained the right to prepay all (but not a portion) of the outstanding principal of the Bond in advance of its Maturity Date. Such right may be exercised beginning on the Prepayment Date, upon fifteen (15) business days’ written notice to the Purchaser. Such prepayment of the Bond shall not be subject to any prepayment or redemption penalty or premium, but shall be at 100% of the principal amount prepaid, together with interest then accrued and owing thereon.

Section 5. **Bond Registration.**

(a) Pursuant to the Resolution, the Local Government Unit shall serve as the Paying Agent and Registrar for the Bond (the “Registrar”) and as such the Local Government Unit shall keep books for the registration of the Bond. The principal of and interest on the Bond shall be payable only to the registered owner or his attorney or legal representative.

(b) The transfer of the Bond may be registered only upon the books kept for the registration and transfer of the Bond upon surrender thereof to the Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative and shall be in the form attached to the Bond.

(c) The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on said Bond shall be made only to the registered owner thereof or his registered assigns. All such payments shall

be valid and effectual to satisfy and discharge the liability upon said Bond, including the interest thereof, to the extent of the sum or sums so paid.

Section 6. **Security.**

The Bond will be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bond to: (a) include the amount necessary to service the debt on the Bond, 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 the debt service; and (c) duly and punctually pay, or cause to be paid, from its General Fund, its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bond at the dates and place and in the manner stated in the Bond, according to the intent and meaning thereof.

For such budgeting, appropriation and payment of the Bond, the Local Government Unit hereby irrevocably pledges its full faith, credit and 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 revenues sufficient 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 amounts of debt service covenanted to be paid are set forth in the Bond and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable, and are intended to represent a complete, absolute and unconditional obligation to pay the interest on and principal of the Bond as and when due.

Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional bonds or notes of the Local Government Unit, including but not limited to tax anticipation notes, on parity with the Bond.

The obligations of the Local Government Unit hereunder shall not be affected by any bankruptcy, arrangement of creditors, reorganization or similar proceedings of the Local Government Unit; and, to the extent applicable, the Local Government Unit specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the Local Government Unit hereunder.

This Agreement, the Bond, the Resolution and all other agreements and documents executed and/or delivered pursuant hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "Loan Documents." Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.

Section 7. **Representations and Warranties.**

The Local Government Unit represents and warrants to the Purchaser that:

(a) The Local Government Unit is a school district duly organized and validly existing under the School Code, constituting a Local Government Unit, as defined in the Debt Act. The Local Government Unit possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Agreement, to issue the Bond and to undertake the Project. The Local Government Unit is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Local Government Unit is duly authorized to borrow under this Agreement and to perform all of the other terms and provisions of the Loan Documents.

(b) The Local Government Unit has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of the Board of School Directors or otherwise as may be required by law, charter, other organizational documents or agreement, and this Agreement and the Bond, when executed and delivered by the Local Government Unit, will constitute the legal, valid and binding obligations of the Local Government Unit enforceable in accordance with their terms.

(c) There is no litigation pending in any court against the Local Government Unit, nor to the knowledge of the Local Government Unit is there any threatened, in any court or other tribunal of competent jurisdiction, State or Federal, against the Local Government Unit, in any way: (a) affecting the existence of the Local Government Unit or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bond or the collection of taxes and general revenues of the Local Government Unit pledged to pay the Bond; (c) contesting the power or authority of the Local Government Unit to issue, sell and deliver the Bond, to adopt the Resolution, to execute and deliver this Agreement and any other Loan Documents, or to perform any official act in connection with any of the foregoing instruments; or (d) questioning or affecting the validity of the Bond, the Resolution, this Agreement, or any other Loan Documents, or the proceedings of the Local Government Unit relating to the issuance, sale or delivery of the Bond.

(d) Neither this Agreement, the Bond, the Loan Documents, nor any certificate or other document furnished to the Purchaser in connection herewith contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Bond not misleading. There is no fact known to the Local Government Unit which materially adversely affects or, so far as the Local Government Unit can now foresee, might materially adversely affect, the business, assets, operations, financial condition or results of operation of the Local Government Unit and which has not otherwise been fully set forth in this Agreement.

(e) The Local Government Unit is in compliance with all terms and conditions set forth herein, and no Event of Default and no conditions, lapse of time, or both, which would constitute an Event of Default, has occurred and is continuing or exists.

(f) There is no agreement or law binding on the Local Government Unit which would conflict with or in any way prevent the execution, delivery or performance of any Loan Document or which would be in default or violated as a result of such execution, delivery or performance.

(g) The financial statements of the Local Government Unit heretofore furnished to the Purchaser present fairly the financial condition at the respective dates indicated therein and there has been no material adverse change in the business, assets, operations, financial condition or results of operation of the Local Government Unit from that reflected in such financial statements.

(h) The Local Government Unit has not issued and will not issue any tax-exempt obligations during calendar year 2021 in excess of \$10,000, 000 (including the Note), except as the same may be “deemed designated”.

(i) It is hereby certified and recited that all conditions, acts and things required by law to exist, to have been performed and to have happened precedent to and in connection with the execution, issuance and delivery of this Loan Agreement and the Bond do exist, have been performed and have happened and that the Bond is within every debt and other limitation prescribed by law.

Section 8. **Conditions of Lending.**

The obligation of the Purchaser to make the Loan is subject to the accuracy of all representations and warranties herein contained, to the performance by the Local Government Unit of its agreements to be performed hereunder, and to the satisfaction of the following further conditions:

(a) The Local Government Unit shall be in compliance with all terms and conditions set forth herein, and no Event of Default and no conditions, lapse of time, or both, which would constitute an Event of Default, shall have occurred and be continuing or shall exist;

(b) Concurrently with the execution and delivery of this Agreement and the Bond, the Local Government Unit shall have also furnished to the Purchaser (i) certified copies of the Resolution and the approval of the Department of Community and Economic Development for the issuance of said Bond, (ii) evidence of the authority of each person who has signed this Agreement, the Bond and certificates on behalf of the Local Government Unit, (iii) an opinion of the Local Government Unit’s General Counsel, in form and substance satisfactory to the Purchaser, as to all matters incident to the transactions herein contemplated which the Purchaser may reasonably request pursuant to the terms of its Purchase Contract, (iv) an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser, as to all matters incident to the transactions herein contemplated which the Purchaser may reasonably request, (v) a certification from the Local Government Unit as to its compliance with the debt limitations under the Debt Act, and as to all matters incident to the transaction herein contemplated which the Purchaser may reasonably request; and

(c) All legal details and proceedings in connection with the transactions contemplated by this Agreement shall be in form and substance satisfactory to the Purchaser, and the Purchaser shall have received all such counterparts, originals or certified or other copies of such documents or proceedings in connection with such transactions, in form and substance as to certification and otherwise, satisfactory to the Purchaser, as the Purchaser may reasonably request.

Section 9. **Requisition of Loan Proceeds.**

Upon settlement of the issuance and delivery of the Bond, the Local Government Unit shall draw the proceeds of the same and apply such proceeds diligently to the purposes of the Project.

Section 10. **Covenants of the Local Government Unit.**

The Local Government Unit covenants that, from the date of execution of this Agreement until the Loan has been fully paid, it will:

(a) At all times comply with the laws of the Commonwealth of Pennsylvania applicable to the Local Government Unit;

(b) Promptly notify the Purchaser of any condition or event which constitutes an Event of Default or which, with the lapse of time or giving of notice would become such an Event of Default, and, if such a condition or event has been so disclosed, specifying the nature and extent thereof and the corrective measures which the Local Government Unit proposes to take in relation thereto;

(c) Execute or provide, as requested by the Purchaser, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement.

(d) Furnish, within 270 days of fiscal year end, to the Purchaser during each year that the Bond is outstanding the following financial information and reports of the Local Government Unit: (a) annual audited financial statements (including operating statistics); or (b) unaudited financial statements in the event the audit is not timely finished, with the final audit due within 30 days of availability). The foregoing financial statements may be provided either by delivery of printed copies to the Purchaser at its address noted in Section 12(c) hereof, or by posting to the Municipal Securities Rulemaking Board "EMMA" website, or similar independently managed, industry-recognized, publicly accessible website. The Local Government Unit also covenants to provide the Purchaser, from time to time, such financial information as it may reasonably request, provided such information or reports are customarily prepared within the normal course of public education accounting practice and are readily available.

(e) Maintain books and records in accordance with Generally Accepted Accounting Principles and permit any officers or qualified employees or representatives of the Purchaser designated by it to visit and inspect the Local Government Unit's books and discuss the affairs, finances and accounts of the Local Government Unit, all at such times and as often as the Purchaser may reasonably request.

(f) Pay all costs, expenses (including reasonable attorneys' fees), and disbursements incurred by Purchaser (i) in all efforts made to enforce or collect payment of the Bond or amount due hereunder, (ii) in connection with entering into, modifying or amending this Agreement, or any consents or waivers hereunder and all related documents, and (iii) in defending or prosecuting any actions or proceedings arising out of or relating to Purchaser's transactions with the Local Government Unit.

Section 11. **Events of Default.**

The occurrence of any of the following events shall each be deemed an Event of Default:

(a) Default in the payment of principal of or interest on the Bond or any other default under the terms of the Bond; or

(b) Default in the performance of any covenant or agreement set forth in this Agreement or in the Bond or the occurrence of a default under any other agreement between the Local Government Unit and the Purchaser; or

(c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to this Agreement is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) Any certificate or financial statement furnished pursuant to the Loan Documents or the Debt Act shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(e) If the Local Government Unit shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law, or shall consent to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of or for any substantial part of the Local Government Unit's property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of the foregoing; or

(f) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Local Government Unit or of any part of its property and such custody or control shall not be terminated or stayed within 90 days from the date of assumption of such custody or control; or

(g) The Local Government Unit shall fail or refuse to comply with any provisions of the Debt Act or shall for any reason be rendered incapable of fulfilling its obligations hereunder or thereunder; or

(h) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Local Government Unit or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Local Government Unit, or an order shall be entered at either the state court level enjoining or preventing the Local Government Unit from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Purchaser by the Local Government Unit; or

(i) Default in any payment of principal of or interest on any obligation for borrowed money beyond any period of grace with respect thereto or default in the observance of any material covenant, term or condition with respect to such obligation beyond any period of grace if the effect of such default is to cause, or to permit the holder or holders of such obligation or obligations (or a trustee or agent on behalf of such holder or holders) to cause, all or part of such obligation or obligations to become due before its or their otherwise stated maturity.

Upon the occurrence of an Event of Default: (i) if an Event of Default specified in clause (e), (f) or (h) above shall occur, the outstanding principal balance and accrued interest under the Bond together with any additional amounts payable thereunder or hereunder shall be immediately due and payable without demand or notice of any kind; (ii) if any other Event of Default shall occur, the outstanding principal balance and accrued interest under the Bond together with any additional amounts payable thereunder or hereunder, at the Purchaser's option, may be accelerated and become immediately due and payable; (iii) and the Purchaser may exercise from time to time any other rights and remedies available under the Loan Documents, the Debt Act and/or any other laws.

Section 12. **Miscellaneous.**

(a) No delay or failure of the Purchaser in exercising any right, power or privilege hereunder or under law shall affect the right, power or privilege, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof. Any waiver, permit, consent or approval of any kind or character on the part of the Purchaser or any breach or default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent in such writing specifically set forth. Nothing in this Agreement shall be deemed any waiver or prohibition of Purchaser's right of banker's lien or setoff.

(b) All representations, warranties, covenants and agreements of the Local Government Unit contained herein or made in writing in connection herewith shall survive execution and delivery of this Agreement, the making of the Loan and issuance of the Bond to the Purchaser, except as herein otherwise expressly provided.

(c) Any notices required or permitted to be given pursuant hereto, or in connection herewith, shall be deemed to have been fully given when addressed and mailed, postage prepaid, as follows:

If to the Purchaser:	Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, Colorado 80027 Attn: Municipal Operations
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If to the Local Government Unit:	Baldwin-Whitehall School District Attn: Business Manager 4900 Curry Avenue Pittsburgh, PA 15236
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(d) This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, each of which shall be regarded for all purposes as an original, but such counterparts shall constitute but one and the same instrument.

(e) This Agreement constitutes the entire contract between the Purchaser and the Local Government Unit and supersedes all prior communications, oral and written, as well as all contemporaneous oral communications between the parties.

(f) If any part or provision of this Agreement is found or declared to be invalid or in contravention of any governing law or regulation, such part or provision shall be severable without affecting the validity of any other part or provision of this Agreement.

(g) This Agreement shall be binding upon and inure to the benefit of the Purchaser, the Local Government Unit and their respective successors and assigns, except the Local Government Unit may not voluntarily transfer or assign its rights hereunder.

(h) This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania, and shall be governed by and construed in accordance with the laws thereof.

(i) **IMPORTANT INFORMATION ABOUT PROCEDURES REQUIRED BY THE USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person who opens an account or establishes a relationship with the Purchaser. What this means: When an entity or person opens an account or establishes a relationship with the Purchaser, the Purchaser may ask for the name, address, date of birth, and other information that will allow the Lender to identify the entity or person who opens an account or establishes a relationship with the Purchaser. The Purchaser may also ask to see identifying documents for the entity or person.

(j) **EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PURCHASER TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LOCAL GOVERNMENT UNIT, ON BEHALF OF THE LOCAL GOVERNMENT UNIT, AND THE PURCHASER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.**

(k) The Local Government Unit is not in violation of any Anti-Terrorism Law or engaged in nor has it conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. The Local Government Unit does not (i) conduct any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deal in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

The Local Government Unit shall not, at any time, (a) directly or indirectly, conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (b) directly or indirectly, deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; (c) directly or indirectly, engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law; or (d) fail to deliver to the Purchaser any certification or other evidence requested from time to time by the Purchaser in its sole discretion, confirming the compliance of the Local Government Unit with this section.

“Anti-Terrorism Laws” means those laws and sanctions relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act (Public Law 107-56), the Bank Secrecy Act (Public Law 91-508), the Trading with the Enemy Act (50 U.S.C. App. Section 1 *et. seq.*), the International Emergency Economic Powers Act (50 U.S.C. Section 1701 *et. seq.*), and the sanction regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957 (as any of the foregoing may from time to time be amended, renewed, extended or replaced).

“Blocked Person” means any of the following: (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (c) a Person with which Purchaser is prohibited from dealing

or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order No. 13224; (e) a Person that is named as a “specially designated national” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (f) a Person who is affiliated or associated with a Person listed above.

“Person” means any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body.

(1) This Agreement and the other Loan Documents may be amended only with the consent of the Purchaser. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement or any other Loan Document shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

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IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

BALDWIN-WHITEHALL SCHOOL DISTRICT

By _____
President, Board of School Directors

[SEAL]
Attest:

Board Secretary

KEY GOVERNMENT FINANCE, INC.

By _____
Name: _____
Title: Authorized Signatory

EXHIBIT A

FORM OF BOND

BALDWIN-WHITEHALL SCHOOL DISTRICT
(Indiana County, Pennsylvania)

GENERAL OBLIGATION BOND, SERIES A OF 2021

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>
\$9,999,000	0.805%	July 7, 2021	November 15, 2024

The above named Local Government Unit, intending to be legally bound, promises to pay to the Registered Owner at its address shown on the attached registration form (or at such other location as the Registered Owner may designate from time to time) in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, without any right of set-off, the just principal sum of NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$9,999,000.00) in accordance with the Debt Service Schedule attached hereto and incorporated by reference, together with interest thereon at the above-stated rate. (Certain terms used and not defined herein are defined in the Loan Agreement (herein defined), which Loan Agreement contains additional provisions and details regarding the terms of payment of this Bond.)

This Bond shall bear interest from the Dated Date on the outstanding Principal Amount, payable semi-annually, on each May 15 and November 15 (the “Bond Payment Dates”) during the term of the Bond, commencing November 15, 2021. Principal installments shall be due and payable on each November 15 (the “Principal Installment Dates”) during the term of the Bond. All outstanding principal and accrued interest shall be due and payable in full on November 15, 2024, the Maturity Date. The Principal Amount outstanding under this Bond will bear interest computed on the basis of a 30/360 day/year formulation.

The Local Government Unit has retained the right to prepay all (but not part) of the outstanding principal of this Bond in advance of its maturity. Such right may be exercised beginning July 8, 2021 (the “Prepayment Date”), upon fifteen (15) business days’ written notice to the Registered Owner. Such prepayment of this Bond shall not be subject to any prepayment or redemption penalty or premium, but shall be at 100% of the principal amount prepaid.

The Local Government Unit hereby covenants with the Registered Owner of this Bond that it will include the amount of the debt service payable hereunder in its budget for the applicable fiscal year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the entire principal hereof and the interest hereon in the place, on the dates and in the manner stated above, according to the true meaning and intent hereof; for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and all available revenues, as defined in, and subject to the further terms and provisions of, the Loan Agreement and the Debt Ordinance (herein defined), which authorized the same.

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 for the payment of the principal of or the interest on this Bond

is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Bond; and the Bond is acknowledged to be a corporate obligation of the Local Government Unit.

This Bond evidences a borrowing for a Project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to a Resolution of the Local Government Unit duly and regularly adopted on June 2, 2021, in accordance with the provisions of the Debt Act (the “Debt Ordinance”), and is delivered under and pursuant to all the terms and conditions of a Loan Agreement of even date between the Local Government Unit and the Original Registered Owner (the “Loan Agreement”), the terms of which are incorporated herein by reference. It is hereby certified and recited that all conditions, acts and things required by law to exist, to have been performed and to have happened precedent to and in connection with the issuance of this Bond do exist, have been performed and have happened and that this Bond is within every debt and other limitation prescribed by law.

This Bond has been designated or deemed designated as a “qualified tax-exempt obligation” for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission of the Registered Owner to exercise any right or power arising hereunder shall impair any such right or power or be considered to be a waiver of any such right or power or any acquiescence therein nor shall the action or non-action of the Registered Owner impair any right or power resulting therefrom. If any provision of this Bond is found to be invalid by a court, all the other provisions of this Bond will remain in full force and effect.

This Bond has been delivered to and accepted by the Registered Owner and will be deemed to be made in the Commonwealth of Pennsylvania. This Bond will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the indebtedness of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this Bond is not in excess of any constitutional or statutory limitation.

Any provisions of this Bond which are held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IMPORTANT INFORMATION ABOUT PROCEDURES REQUIRED BY THE USA PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person who opens an account or establishes a relationship with the Registered Owner. What this means: When an entity or person opens an account or establishes a relationship with the Registered Owner, the Registered Owner may ask for the name, address, date of birth, and other information that will allow the Lender to identify the entity or person who opens an account or establishes a relationship with the Registered Owner. The Registered Owner may also ask to see identifying documents for the entity or person.

THE LOCAL GOVERNMENT UNIT WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS BOND AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL WAS A MATERIAL INDUCEMENT FOR THE REGISTERED OWNER TO PURCHASE THIS BOND AND THAT THE REGISTERED OWNER PURCHASED THIS BOND IN RELIANCE UPON SUCH WAIVER. THE LOCAL GOVERNMENT UNIT WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

THE LOCAL GOVERNMENT UNIT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR THE LOCAL GOVERNMENT UNIT AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS BOND SHALL HAVE BECOME DUE, WHETHER BY LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF THE REGISTERED OWNER AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT BE VACATED FOR ANY REASON, THE REGISTERED OWNER MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IN RESPECT OF THIS BOND, THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT.

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WITNESS the due execution hereof as of the Dated Date set forth above.

BALDWIN-WHITEHALL SCHOOL DISTRICT

President, Board of School Directors

[SEAL]

Attest:

Board Secretary

DEBT SERVICE SCHEDULE

Date	Principal	Interest Rate	Interest	Semiannual Total	Fiscal Year Total
11/15/2021	\$ 148,000	0.805%	\$ 28,619.36	\$ 176,619.36	
5/15/2022			39,650.28	39,650.28	\$ 216,269.64
11/15/2022	1,000	0.805%	39,650.28	40,650.28	
5/15/2023			39,646.25	39,646.25	80,296.53
11/15/2023	3,125,000	0.805%	39,646.25	3,164,646.25	
5/15/2024			27,068.13	27,068.13	3,191,714.38
11/15/2024	6,725,000	0.805%	27,068.13	6,752,068.13	
5/15/2025			-	-	6,752,068.13
Totals:	\$ 9,999,000		\$241,348.68	\$10,240,348.68	\$10,240,348.68

REGISTRATION FORM

This Bond can be validly negotiated only upon proper execution of the form set forth below. The Local Government Unit shall treat the Registered Owner of this Bond, as noted on this Bond and on its books, as the absolute owner hereof, and shall not be affected by any changed circumstances, or by any notice to the contrary.

Original Registered Owner

KEY GOVERNMENT FINANCE, INC.
1000 South McCaslin Blvd.
Superior, Colorado 80027

<u>Date</u>	<u>Transferor</u>	<u>Subsequent Purchaser</u>
_____	_____	

_____	_____	_____
_____	_____	_____
_____	_____	_____

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Bond to the last-named Subsequent Purchaser, warranting that this transfer is effective and rightful; that this Bond is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Bond.

PURCHASE CONTRACT



Baldwin-Whitehall School District, Pennsylvania
General Obligation Bond, Series A of 2021
Summary of Terms and Conditions
May 14, 2021

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. (“KGF”). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower’s officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF’s consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., (“Lender”) is pleased to provide the following term sheet for a direct purchase financing structure to the Baldwin-Whitehall School District, Pennsylvania.

- Lender:** Key Government Finance, Inc. (“KGF”).
- Borrower/Issuer:** Baldwin-Whitehall School District, Pennsylvania (the “District”).
- Issue:** General Obligation Bond, Series A of 2021 (the “Bond”).
- Facility:** Tax-Exempt Bank Qualified Direct Purchase of the Bond by the Lender.
- Amount:** \$9,999,000. All proceeds of the Facility will be disbursed at closing.
- Use of Proceeds:** The proceeds of the Bond will be used to currently refund the following debt of the District: i) a portion of the General Obligation Bonds, Series A of 2014, ii) a portion of the General Obligation Bonds, Series of 2015, iii) and to pay the costs associated with issuing the Bond.
- Facility Terms:** The anticipated closing date for this Facility is July 7, 2021 (“Anticipated Closing Date”). The final maturity date for this Facility is November 15, 2024 (“Final Maturity”). KGF will purchase the Facility through Final Maturity.
- Repayment:** Annual principal payments commencing November 15, 2021 through Final Maturity. Semi-annual interest payments commencing November 15, 2021 through Final Maturity. Any amortization that differs from the debt service schedule in the RFP and increases the average life of the financing for the option below may result in an adjustment to the interest rate provided.
- Interest Rate:** 0.805%
- The interest rate needs to be accepted by the Borrower no later than May 21, 2021 and would be valid for closing on or before the Anticipated Closing Date.
- Interest Day Count:** 30/360

Costs of Issuance: Borrower will be responsible for costs related to this financing including but not limited to Bond, Issuer's, Trustee's, and Borrower's Counsel fees. Lender plans to use Kutak Rock LLP as outside legal counsel (*Lender to pay their fee*). Attorney contact information is provided below:

Andrew P. Romshek
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
D (402) 231-8797 O (402) 346-6000
Andrew.Romshek@KutakRock.com
www.KutakRock.com

Prepayment: The Facility may be prepaid in whole, but not in part, anytime at par plus accrued interest.

Security: The Bond will be a general obligation of the District, payable from its tax and other general revenues. The District will covenant in a debt authorizing resolution that it will provide in its budget for each year, and will appropriate from its general revenues in each such year, the amount of the debt service on the Bond for such year, and will duly and punctually pay or cause to be paid from its Sinking Fund, or any other of its revenues or funds, the principal of the Bond and the interest thereon at the dates and place and in the manner stated in the Bond, and for such budgeting, appropriation and payment the District will irrevocably pledge its full faith, credit and available taxing power.

Financial Reporting: Borrower shall provide to the Lender or post on EMMA:

1. Annual audited financial statements including operating statistics within 270 days of Borrower's fiscal year end or if the audit has not been completed, a copy of the unaudited financial statements, and the annual audited financial statements within 30 days of availability.
2. Other financial reports as Lender may reasonably request.

Documents: All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Documentation must include the following: "No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Facility shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation". Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.

Credit Approval: The Facility has been credit approved.

Conditions Precedent to Closing: Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.
5. Confirmation the Facility is guaranteed by the State Intercept Program (post default).
6. *Statement from the Borrower regarding the impact of COVID-19 on current operations and the future near outlook on their operations and liquidity positions.*

Firm Experience: The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$4.5 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

Other: The Lender will make a loan by purchasing the Facility under the following additional conditions: (i) the Facility is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the Facility as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Facility; (iv) no final official Statement has been prepared in connection with the private placement of the Facility; (v) the Facility will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the Facility will not be listed on any stock or other securities exchange.

Paying Agent: While Lender can provide billing and servicing, Lender is not able to act as a Paying Agent.

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

“(a) Key Government Finance (“KGF”) is not recommending an action to you as the municipal entity or obligated person; (b) KGF is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (c) KGF is acting for its own interests; and (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.”

Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the “Patriot Act”), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

Lender acknowledges that, in connection with Borrower’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Borrower may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an “EMMA Notice”). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower’s compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in sixty (60) days if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 720-904-4262.

Sincerely,

Danny Bild

Danny Bild
Vice President
Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027
Daniel.Bild@Key.Com

APPROVED THIS ____ DAY OF _____, 2021

Baldwin-Whitehall School District, Pennsylvania

By: _____

Print Name: _____

Title: _____

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 the 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	_____	_____	_____	_____
Gerald G. Pantone	_____	_____	_____	_____
Amanda Priano	_____	_____	_____	_____
David J. Solenday	_____	_____	_____	_____
Janice Tarson	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this June 2, 2021.

BALDWIN-WHITEHALL SCHOOL DISTRICT

[SEAL]

Secretary