

ORDINANCE OF THE COUNCIL OF 548
BOROUGH OF PARKESBURG
CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE COUNCIL OF THE BOROUGH OF PARKESBURG, CHESTER COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ITS GENERAL OBLIGATION BOND, SERIES OF 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000) (THE "BOND") PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA C.S. CHS 80-82, AS AMENDED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION FOR SUCH BOND IS IN THE BEST FINANCIAL INTERESTS OF THE BOROUGH; DETERMINING THAT SUCH BOND SHALL EVIDENCE NONELECTORAL DEBT OF THIS BOROUGH; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE A CERTAIN REFUNDING PROJECT OF THE BOROUGH, INCLUDING (A) THE CURRENT REFUNDING OF THE BOROUGH'S GENERAL OBLIGATION NOTE, SERIES OF 2019; AND (B) TO PAY THE COSTS AND EXPENSES OF ISSUING THE BOND; SETTING FORTH REASONABLE ESTIMATES OF THE USEFUL LIVES OF THE CAPITAL PROJECTS TO BE REFINANCED; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BOND AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BOND, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE BOROUGH; FIXING THE DENOMINATION, DATED DATE, INTEREST PAYMENT DATE, MATURITY DATE, INTEREST RATE, REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BOND; AUTHORIZING SPECIFIED OFFICERS OF THE BOROUGH TO CONTRACT WITH THE PAYING AGENT; SETTING FORTH THE SUBSTANTIAL FORM OF THE BOND EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH BOND; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BOND TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE BOROUGH IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH BOND, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY FOR THE BOND; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BOND WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BOND; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE BOROUGH TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BOND, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY THE BOND, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE BOROUGH, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE BOROUGH TO DELIVER THE BOND

UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE BOROUGH FROM TAKING ACTIONS WHICH WOULD CAUSE SUCH BOND TO BECOME AN "ARBITRAGE BOND," AS THAT TERM IS USED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND APPLICABLE REGULATIONS PROMULGATED THEREUNDER; DESIGNATING SUCH BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" UNDER SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the Borough of Parkesburg, Chester County, Pennsylvania (the "Borough"), is a Borough of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, this Borough, in contemplation of the issuance and sale of its General Obligation Bond, Series of 2021, in an aggregate principal amount of \$1,250,000 (the "Bond"), to provide funds for and towards a certain refunding project of this Borough described herein, has determined that the Bond shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the "Act") and has determined that a private sale by negotiation is in the best financial interests of this Borough; and

WHEREAS, the Council of the Borough (the "Council") has determined to accept the proposal of M&T Bank, Wilmington, Delaware (the "Purchaser"), for the purchase of the Bond, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the "Department") relating to the incurring of the indebtedness to be evidenced by the Bond; and

WHEREAS, the Council has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to fund certain projects (hereinafter described) of this Borough pursuant to the provisions of the Act; and

WHEREAS, the Borough has heretofore incurred nonelectoral general obligation debt in the amount of \$1,200,000 pursuant to the Borough's issuance of One Million Two Hundred Thousand Dollars (\$1,200,000) aggregate principal amount of its General Obligation Note, Series of 2019 (the "2019 Note"), pursuant to an Ordinance duly enacted by the Borough on September 16, 2019, \$1,200,000 of which currently remains outstanding; and

WHEREAS, the Borough desires to authorize the current refunding of the 2019 Note for the purpose of replacing a Bond for a Note as permitted by the Act; and

WHEREAS, the Bond issued to refund the 2019 Note will not be outstanding through a maturity date that could not have been included in the issue of the 2019 Note.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Parkesburg, Chester, Pennsylvania, in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the Council hereby authorizes and directs the issuance of the Bond in the aggregate principal amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to be designated generally as the Borough of Parkesburg General Obligation Bond, Series of 2021. The Bond shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Council hereby finds and determines that a private sale by negotiation is in the best financial interests of this Borough.

Section 2. The Council determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Bond, shall be nonelectoral debt of this Borough.

Section 3. A brief description of the project (the "Project") to be financed with, among other things, the proceeds of the Bond is as follows: to provide funds to finance a certain refunding project of the Borough, including (a) the current refunding of the Borough's General Obligation Note, Series of 2019 (the "2019 Note"); and (b) to pay the costs and expenses of issuing the Bond and effecting the Project as permitted under Section 8007 of the Act.

The realistic estimated lives of the capital projects refinanced with the proceeds of the Bond is at least thirty (30) years. It is hereby certified that an aggregate principal amount of the Bond at least equal to the realistic estimated cost of such capital projects shall mature prior to the end of the useful life of such projects. The maturity of stated installments of principal of the Bond will not be deferred beyond the later of one year after the estimated date for the completion of the construction of such projects or two years from the date of issue of the Bond.

Prior to the date hereof, the Council has obtained realistic cost estimates for the Project from persons qualified by experience. Such cost estimates were used to determine the amount of the Bond to be issued.

Section 4. The proceeds of the Bond shall be issued for the purpose of currently refunding the 2019 Note. In connection with the issuance and sale of such Bond, the Council, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose for the Project is to replace a Bond for a Note, and (b) that the Project is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Council further finds and determines that the final maturity date of the Bond issued to effect the refunding of the 2019 Note does not extend to a date that could not have been included in the issue of the 2019 Note.

The Council hereby authorizes and directs its appropriate officers, agents and employees to execute all documents and take all actions necessary in connection with effecting the Project. In accordance with Section 8250 of the Act, it is the intent of the Council that the 2019 Note shall no longer be outstanding from and after the date of issue of the Bond.

Section 5. Subject to the approval of the Department, as required by the provisions of the Act, the Council shall and does hereby accept the proposal of the Purchaser, for the purchase of the Bond in accordance with the terms and conditions of this Ordinance and Purchaser's proposal, dated September 29, 2021 (the "Proposal"), attached hereto as Exhibit "A" and incorporated herein. The sale of the Bond shall be for an aggregate purchase price of \$1,250,000

plus accrued interest, if any, from the date of the Bond to the date of delivery thereof. The President or Vice President of the Council is hereby authorized and directed to accept and to execute the Proposal in the name and on behalf of this Borough, and the Secretary of the Borough is hereby authorized and directed to attest to such acceptance and execution. A copy of the Proposal, as presented to this Council and accepted by this Ordinance, is incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by this Borough with respect to such bid security, except as provided by the Act.

The Bond, when issued, will constitute a general obligation of the Borough.

Section 6. The Bond shall be fully registered, without coupons, in the denomination of \$1,250,000, in substantially the form hereinafter set forth in Section 8. Amounts advanced under the Bond up to the maximum amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) shall be funded as set forth in such Bond. The Bond shall be dated as of its date of issue and shall bear interest from that date at the applicable rates per annum as set forth in the Proposal herein.

Section 7.

(a) Commencing on the date of issuance of the Bond through and including November 1, 2031, the Bond shall bear interest at the fixed rate equal to 2.75%. Commencing on December 1, 2021, and on the first day of each month thereafter through November 1, 2031, the Borough shall pay monthly installments of principal and interest, fully amortizing the loan represented by the Bond over 120 months. The Borough shall pay to the Purchaser monthly payments of principal and interest in the maximum amounts set forth at Exhibit "B" hereto. All interest due on the Bond shall be calculated on the basis of twelve (12) thirty (30) day months and a 360 day year.

(b) On November 1, 2031, the remainder principal and interest due on the Bond shall be paid to the Purchaser, if not prepaid earlier as provided in subsection (e) of this Section 7.

(c) The dates upon which this Borough is required to make payments of interest and principal on the Bond pursuant to subsections (a) and (b) of this Section 6 are hereinafter referred to as "Payment Dates." Whenever a Payment Date shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close with the same force and effect as if made on the Payment Date and no interest shall accrue thereon for any period after such Payment Date.

(d) A schedule of the maximum amounts of principal and interest on the Bond to be paid on the Payment Dates is set forth in Exhibit "B" which is attached hereto and incorporated by reference as though fully set forth herein.

(e) The principal of and interest due on the Bond may be prepaid at any time without notice by the Borough, as provided in the form of Bond set forth at Exhibit “C” and the Proposal.

Section 8. The appropriate officers of this Borough are hereby authorized, empowered and directed to contract with M&T Bank, Wilmington, Delaware (the “Paying Agent”), for its services as paying agent and sinking fund depositary in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Bond shall be made, when due, on the Payment Dates in accordance with the provisions of the Bond, at the designated corporate trust office of the Paying Agent in lawful money of the United States of America.

Section 9. The Bond shall be in substantially the form set forth in Exhibit “C,” with appropriate insertions, omissions and variations.

Section 10. The Bond shall be executed in the name and on behalf of this Borough by the true or facsimile signature of the President or Vice President of the Council and the true or facsimile official seal of this Borough shall be affixed thereunto, duly attested by the true or facsimile signature of the Secretary or Assistant Secretary of the Borough. Said officers are authorized and directed to execute and attest the Bond.

Section 11. This Borough covenants to and with the registered owners from time to time of the Bond that this Borough (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of this Borough in which such sums are payable, (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Bond for such year, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount of the Bond and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, this Borough shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of this Borough shall be enforceable specifically.

Section 12. This Borough hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Bond, to be known as “Sinking Fund – General Obligation Bond, Series of 2021” (the “Sinking Fund”), which sinking fund shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

Section 13. The Paying Agent shall be the “sinking fund depositary” with respect to the Sinking Fund created pursuant to Section 12. This Borough covenants and agrees to deposit in the Sinking Fund, on or before each Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Payment Date all principal and accrued interest becoming due with respect to the Bond. After such deposit, the Paying Agent shall, without further authorization or direction from the Borough or any of its officials, on the Payment Dates, with respect to the payment of principal and interest on the Bond, withdraw moneys from the Sinking Fund and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

The Bond shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Bond in the registration books of this Borough maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond of the same maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

This Borough and the Paying Agent may deem and treat the persons in whose names the Bond shall be registered on the registration books of this Borough maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Bond shall be overdue or not, and payment of the principal of and/or interest on the Bond shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Bond provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of this Borough upon the Bond so paid, to the extent of the sum or sums so paid, and neither this Borough nor the Paying Agent shall be affected by any notice to the contrary.

This Borough shall cause to be kept, and the Paying Agent shall keep, at the principal corporate trust office of the Paying Agent, books for the registration, exchange and transfer of Bond in the manner provided herein and therein so long as the Bond shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to Bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 14. The appropriate officials of the Borough, and, if applicable, their duly qualified respective successors, are hereby authorized and directed, in the name and on behalf of the Borough: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare, execute and file with the Department, as required by Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Bond, including the debt statement and borrowing base certificate; (c) to prepare and file, or cause to be filed, all documents, certificates and instruments necessary to cause all or a portion of the debt evidenced by the Bond to be excluded as self-liquidating debt; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (e) to pay or cause to be paid from proceeds of the Bond or otherwise, all costs and expenses incurred by the Borough in connection with the issuance of the Bond; (f) to advertise the adoption of this Ordinance, as required by the Act; and (g) to take any and all other action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal of the Purchaser, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Bond, to the extent not inconsistent with this Ordinance or applicable law.

Section 15. It is hereby declared that the debt to be evidenced by the Bond, together with all other indebtedness of this Borough, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by this Borough.

Section 16. The appropriate officers of this Borough are hereby authorized and directed to deliver the Bond to the Purchaser, upon due registration thereof as provided for herein, upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

Section 17. This Borough covenants to and with the registered owners of the Bond that it will make no use of the proceeds of such issue or do or suffer any other action which, if such use or action had been reasonably expected on the date of issue of such Bond, would cause such Bond to be an "arbitrage bond" as that term is defined in Section 148 of the Code and the applicable regulations thereunder. This Borough further covenants that it will comply with the requirements of such Section 148 and with the regulations thereunder throughout the term of this issue. In addition, the President or Vice President of the Council, being the official(s) responsible for issuing the Bond, attested by the Secretary or Assistant Secretary of the Borough, are hereby authorized and directed to execute and deliver, in the name and on behalf of the Borough, any and all documents or other instruments which Bond Counsel may reasonably request in connection with the providing of its opinion that the Bond is not an "arbitrage bond" within the meaning of Section 148 and the regulations promulgated thereunder, including, without limitation, a certificate dated the date of issuance and delivery of the Bond, which certificate shall set forth the reasonable expectations of the Borough as to the amount and use of the proceeds of the Bond.

Section 18. The Bond, when issued, will be a General Obligation of this Borough. In accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), this Borough hereby finds, determines and designates the Bond as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Code, for the purposes of Section 265(b) of the Code.

Section 19. The Council hereby authorizes and directs the appropriate officers, agents and employees to execute any and all other documents and to take any and all action necessary in connection with the Project to cause the 2019 Note to "no longer be deemed outstanding" as of the date of delivery of the Note, within the meaning and for the purposes of Section 8250 of the Act and to cause the redemption of the 2019 Note as of the date of delivery of the Bond.

Section 20. The Borough hereby ratifies and confirms its appointment of Georgeadis Setley, Wyomissing, Pennsylvania, as Bond Counsel in connection with the issuance of the Bond.

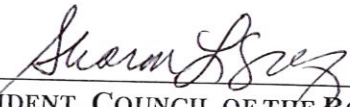
Section 21. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Borough that the remainder of this Ordinance shall remain in full force and effect.

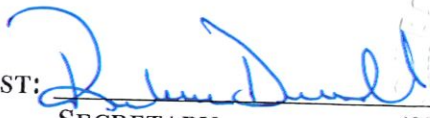
Section 22. All Ordinances or parts of Ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 23. This Ordinance shall be effective in accordance with Section 8003 of the Act.

DULY ENACTED, THIS 4TH DAY OF OCTOBER, 2021, BY THE COUNCIL OF THE BOROUGH OF PARKESBURG, CHESTER COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

**BOROUGH OF PARKESBURG,
CHESTER COUNTY, PENNSYLVANIA**

BY: 
PRESIDENT, COUNCIL OF THE BOROUGH OF
PARKESBURG

ATTEST: 
SECRETARY (SEAL)


MAYOR

EXHIBIT "A"
PROPOSAL



Understanding what's important[®]

Government Banking
Laura Hannan, Vice President
1100 N Market St., 11th Floor
Wilmington, DE 19801
Phone: (302) 932-9440
Email: lhannan@mtb.com

September 28, 2021

Borough of Parkesburg
C/O Peter Barsz
315 West First Avenue, Building 1
Parkesburg, PA 19365

Re: Borough of Parkesburg, General Obligation Bond, Series of 2021

Dear Peter,

M&T Bank (the "Bank") appreciates the opportunity to offer our services in purchasing the proposed General Obligation Bond, Series of 2021 (the "Bond") financing for the Borough of Parkesburg, Chester County, PA (the "Borrower").

The attached summary includes only a brief description of the principal terms of the proposed Bond. The definitive terms of the proposed loan will be more fully evidenced in our intent letter and additional loan documentation including, but not limited to, a Note together with the other agreements, instruments, certificates and documents that M&T Bank may otherwise require.

- 1) Amount of Bond
Up to \$1,250,000
- 2) Term of Bond
10 years, fully amortizing
- 3) Type of Facility
Term note, General Obligation Bond
- 4) Purpose
To refinance existing debt of the Borough.
- 5) Rate of Interest Per Annum
The Bond shall (subject to the following terms) bear interest on the outstanding principal balance at a Bank qualified tax-exempt rate (30/360-day basis). If the loan were to close today, the 10-year fixed rate would be 2.75%.

Disclosure Regarding the Availability of LIBOR. Borrower acknowledges and understands that (i) notwithstanding anything to the contrary herein, the availability of any proposed LIBOR pricing terms included herein are contingent upon, among other things, the subject loan closing on or before December 31, 2021, after which date LIBOR pricing will no longer be available for newly documented loans; (ii) LIBOR is established, issued and regulated by third parties, and that its continuing existence and ongoing viability as a source and basis for establishing contractual interest rates is entirely outside the control of M&T Bank; (iii) LIBOR’s Administrator, along with regulatory agencies in the United States and worldwide, have announced and/or advised that LIBOR (meaning all tenors thereof) will be discontinued as of June 30, 2023 (provided, however, that such discontinuation could occur before or after such date), (iv) in order to address the expectation of LIBOR discontinuance, the terms of any proposed loan(s) referenced herein shall include provisions (modeled after recommendations issued by the Federal Reserve-sponsored Alternative Reference Rates Committee) that contemplate the replacement of LIBOR as a benchmark index for establishing the applicable interest rate for such loans, and (v) should the actual discontinuance of LIBOR occur, any replacement index may be materially different than LIBOR, and necessitate substantive changes (arising from such differences) to the manner in which the applicable interest rate for the proposed loan(s) is calculated, applied and administered. Notwithstanding the above, Borrower has knowingly and voluntarily requested and/or accepted a LIBOR pricing proposal from M&T Bank, accepting any inherent risks associated with the utilization and any subsequent discontinuance of LIBOR, and hereby waives any claims or defenses against the Bank in connection therewith.

Bank Qualified Tax-Exempt Rate Federal Requirement

This interest rate is issued upon borrower’s compliance with all acts of appropriate legislation and all necessary documentation designating the obligation as “Bank Qualified Tax-Exempt” under Regulation 265 (b) (3) of the Internal Revenue Code of 1986 and any applicable amendments. An opinion of the borrower’s note legal counsel attesting to this is required.

If interest payable on the note is determined at any point during the term of the loan to not be “Bank Qualified Tax-Exempt” or it is determined that the note served as an arbitrage note under Federal Law, the note will reset to its taxable equivalent rate, and the borrower will pay to the bank the difference between the amount of interest which the bank should have received at the “Taxable Rate” and the actual amount of interest paid. The borrower will also pay any and all interest and penalties assessed.

6) **Repayment Terms**

Monthly principal and interest payments until maturity as follows:

Principal Repayment	
2022	\$125,000
2023	\$125,000
2024	\$125,000
2025	\$125,000
2026	\$125,000
2027	\$125,000
2028	\$125,000
2029	\$125,000
2030	\$125,000
2031	\$125,000

7.) Security

The Bond shall be a general obligation of the Borough, payable from the general taxes and other general revenues of the Borough. The Borough shall covenant in the Ordinance that it will include in its budget for each fiscal year the amount of the debt service for that year of the Borough in which principal and/or interest on the Bond is payable that it will appropriate from its general revenues in each such year, the amount of the debt service on the Notes for such year and will duly pay or cause to be paid when due the principal of and interest due on the Notes. For such budgeting, appropriation and payment, the Borough shall irrevocably pledge its full faith, credit and taxing power.

8.) Covenants

The Borrower will be required to submit to the bank its financial reports within 180 days from the close of the Borrower's fiscal year.

Borrower shall have delivered to M&T Bank, sufficiently in advance of closing, all documentation and other information required by M&T Bank in accordance with all applicable banking laws and regulations in effect from time to time, including, without limitation, the USA PATRIOT Act. Any failure by Borrower or any necessary third party to deliver to M&T Bank, in a timely manner, any material information requested, or any misrepresentation or inaccuracy with respect to any such information received, or if M&T's Bank due diligence reveals that opening the accounts contemplated herein would potentially violate M&T's Bank regulatory compliance policies or applicable law, shall permit M&T Bank, in its sole discretion, to withdraw and/or cancel this financing proposal/offer without liability, and retain all fees."

9.) Opinion of Counsel

An opinion of legal counsel shall be delivered in a form satisfactory to the bank evidencing the fact that this borrowing is bank qualified tax-exempt under all applicable laws of the Commonwealth of Pennsylvania and the United States of America; that this note is not an Arbitrage Bond; the Borrower is a valid and binding obligation of the Borrower.

10.) Fees and Expenses

A documentation fee will be \$1,000.00 for this financing. The Borrower will be responsible for all fees and expenses of its Solicitor, Bond Counsel along with all fees and expenses related to the preparation, filing and printing of the loan documents. The Borrower agrees to indemnify the bank against any and all claims, which may be incurred in connection with this borrowing.

11.) Preparation of Documents

The Bank shall be listed as "Manufacturers and Traders Trust Company" in all documentation prepared by the Banks legal counsel and delivered to the Bank at least seven days prior to closing for document review.

12.) Acceptance to advance

The above terms and conditions are intended to serve as an outline to support discussions of financing which may be available for the Borrower. This outline is not a commitment or an offer to provide credit accommodations and does not create any obligation on the part of the Bank. This outline is only a brief description of the principal terms of credit facility, which may be available and is intended for discussion purposes only.

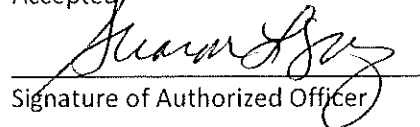
On behalf of M&T Bank, we are proud of our relationship with the Borough of Parkesburg and are happy to assist in providing this General Obligation Bond financing.

Sincerely,



Laura Hannan
Vice President
M&T Bank – Government Banking

Accepted


Signature of Authorized Officer

Borough Council President
Title

October 8, 2021
Date

Statement of Confidentiality:

The information provided in this proposal is CONFIDENTIAL in nature. It should be disclosed only to third parties who are directly involved in evaluating the proposal and who agree to maintain the confidentiality of this material. In no case should it be shared, in whole or in part, with any other parties without the written approval of M&T Bank. We thank you for your cooperation.

EXHIBIT "B"
MAXIMUM DEBT SERVICE SCHEDULE

\$1,250,000.00

	<u>Interest</u>	<u>Principal</u>	<u>Rate</u>	<u>Payment</u>	<u>Balance</u>
11/01/2021					\$1,250,000.00
12/01/2021	\$2,864.58	\$8,998.42	2.75%	\$11,863.00	\$1,241,001.58
01/01/2022	\$2,938.76	\$8,924.24	2.75%	\$11,863.00	\$1,232,077.34
02/01/2022	\$2,917.63	\$8,945.37	2.75%	\$11,863.00	\$1,223,131.97
03/01/2022	\$2,616.14	\$9,246.86	2.75%	\$11,863.00	\$1,213,885.12
04/01/2022	\$2,874.55	\$8,988.45	2.75%	\$11,863.00	\$1,204,896.66
05/01/2022	\$2,761.22	\$9,101.78	2.75%	\$11,863.00	\$1,195,794.88
06/01/2022	\$2,831.71	\$9,031.29	2.75%	\$11,863.00	\$1,186,763.59
07/01/2022	\$2,719.67	\$9,143.33	2.75%	\$11,863.00	\$1,177,620.26
08/01/2022	\$2,788.67	\$9,074.33	2.75%	\$11,863.00	\$1,168,545.93
09/01/2022	\$2,767.18	\$9,095.82	2.75%	\$11,863.00	\$1,159,450.11
10/01/2022	\$2,657.07	\$9,205.93	2.75%	\$11,863.00	\$1,150,244.18
11/01/2022	\$2,723.84	\$9,139.16	2.75%	\$11,863.00	\$1,141,105.03
12/01/2022	\$2,615.03	\$9,247.97	2.75%	\$11,863.00	\$1,131,857.06
01/01/2023	\$2,680.30	\$9,182.70	2.75%	\$11,863.00	\$1,122,674.36
02/01/2023	\$2,658.56	\$9,204.44	2.75%	\$11,863.00	\$1,113,469.91
03/01/2023	\$2,381.59	\$9,481.41	2.75%	\$11,863.00	\$1,103,988.50
04/01/2023	\$2,614.31	\$9,248.69	2.75%	\$11,863.00	\$1,094,739.81
05/01/2023	\$2,508.78	\$9,354.22	2.75%	\$11,863.00	\$1,085,385.59
06/01/2023	\$2,570.25	\$9,292.75	2.75%	\$11,863.00	\$1,076,092.84
07/01/2023	\$2,466.05	\$9,396.95	2.75%	\$11,863.00	\$1,066,695.89
08/01/2023	\$2,526.00	\$9,337.00	2.75%	\$11,863.00	\$1,057,358.88
09/01/2023	\$2,503.88	\$9,359.12	2.75%	\$11,863.00	\$1,047,999.77
10/01/2023	\$2,401.67	\$9,461.33	2.75%	\$11,863.00	\$1,038,538.43
11/01/2023	\$2,459.32	\$9,403.68	2.75%	\$11,863.00	\$1,029,134.75
12/01/2023	\$2,358.43	\$9,504.57	2.75%	\$11,863.00	\$1,019,630.18
01/01/2024	\$2,414.54	\$9,448.46	2.75%	\$11,863.00	\$1,010,181.72
02/01/2024	\$2,392.17	\$9,470.83	2.75%	\$11,863.00	\$1,000,710.89
03/01/2024	\$2,216.85	\$9,646.15	2.75%	\$11,863.00	\$991,064.74
04/01/2024	\$2,346.90	\$9,516.10	2.75%	\$11,863.00	\$981,548.64
05/01/2024	\$2,249.38	\$9,613.62	2.75%	\$11,863.00	\$971,935.02
06/01/2024	\$2,301.60	\$9,561.40	2.75%	\$11,863.00	\$962,373.62
07/01/2024	\$2,205.44	\$9,657.56	2.75%	\$11,863.00	\$952,716.06
08/01/2024	\$2,256.08	\$9,606.92	2.75%	\$11,863.00	\$943,109.14
09/01/2024	\$2,233.33	\$9,629.67	2.75%	\$11,863.00	\$933,479.48
10/01/2024	\$2,139.22	\$9,723.78	2.75%	\$11,863.00	\$923,755.70
11/01/2024	\$2,187.50	\$9,675.50	2.75%	\$11,863.00	\$914,080.21
12/01/2024	\$2,094.77	\$9,768.23	2.75%	\$11,863.00	\$904,311.97
01/01/2025	\$2,141.46	\$9,721.54	2.75%	\$11,863.00	\$894,590.43
02/01/2025	\$2,118.44	\$9,744.56	2.75%	\$11,863.00	\$884,845.87
03/01/2025	\$1,892.59	\$9,970.41	2.75%	\$11,863.00	\$874,875.46
04/01/2025	\$2,071.75	\$9,791.25	2.75%	\$11,863.00	\$865,084.21
05/01/2025	\$1,982.48	\$9,880.52	2.75%	\$11,863.00	\$855,203.70
06/01/2025	\$2,025.17	\$9,837.83	2.75%	\$11,863.00	\$845,365.87
07/01/2025	\$1,937.30	\$9,925.70	2.75%	\$11,863.00	\$835,440.17
08/01/2025	\$1,978.37	\$9,884.63	2.75%	\$11,863.00	\$825,555.53
09/01/2025	\$1,954.96	\$9,908.04	2.75%	\$11,863.00	\$815,647.50
10/01/2025	\$1,869.19	\$9,993.81	2.75%	\$11,863.00	\$805,653.69
11/01/2025	\$1,907.83	\$9,955.17	2.75%	\$11,863.00	\$795,698.52
12/01/2025	\$1,823.48	\$10,039.52	2.75%	\$11,863.00	\$785,659.00

01/01/2026	\$1,860.48	\$10,002.52	2.75%	\$11,863.00	\$775,656.48
02/01/2026	\$1,836.80	\$10,026.20	2.75%	\$11,863.00	\$765,630.28
03/01/2026	\$1,637.60	\$10,225.40	2.75%	\$11,863.00	\$755,404.88
04/01/2026	\$1,788.84	\$10,074.16	2.75%	\$11,863.00	\$745,330.72
05/01/2026	\$1,708.05	\$10,154.95	2.75%	\$11,863.00	\$735,175.77
06/01/2026	\$1,740.94	\$10,122.06	2.75%	\$11,863.00	\$725,053.70
07/01/2026	\$1,661.58	\$10,201.42	2.75%	\$11,863.00	\$714,852.29
08/01/2026	\$1,692.81	\$10,170.19	2.75%	\$11,863.00	\$704,682.10
09/01/2026	\$1,668.73	\$10,194.27	2.75%	\$11,863.00	\$694,487.82
10/01/2026	\$1,591.53	\$10,271.47	2.75%	\$11,863.00	\$684,216.36
11/01/2026	\$1,620.26	\$10,242.74	2.75%	\$11,863.00	\$673,973.62
12/01/2026	\$1,544.52	\$10,318.48	2.75%	\$11,863.00	\$663,655.14
01/01/2027	\$1,571.57	\$10,291.43	2.75%	\$11,863.00	\$653,363.71
02/01/2027	\$1,547.20	\$10,315.80	2.75%	\$11,863.00	\$643,047.92
03/01/2027	\$1,375.41	\$10,487.59	2.75%	\$11,863.00	\$632,560.32
04/01/2027	\$1,497.94	\$10,365.06	2.75%	\$11,863.00	\$622,195.26
05/01/2027	\$1,425.86	\$10,437.14	2.75%	\$11,863.00	\$611,758.13
06/01/2027	\$1,448.68	\$10,414.32	2.75%	\$11,863.00	\$601,343.80
07/01/2027	\$1,378.08	\$10,484.92	2.75%	\$11,863.00	\$590,858.88
08/01/2027	\$1,399.19	\$10,463.81	2.75%	\$11,863.00	\$580,395.07
09/01/2027	\$1,374.41	\$10,488.59	2.75%	\$11,863.00	\$569,906.48
10/01/2027	\$1,306.04	\$10,556.96	2.75%	\$11,863.00	\$559,349.51
11/01/2027	\$1,324.57	\$10,538.43	2.75%	\$11,863.00	\$548,811.08
12/01/2027	\$1,257.69	\$10,605.31	2.75%	\$11,863.00	\$538,205.77
01/01/2028	\$1,274.50	\$10,588.50	2.75%	\$11,863.00	\$527,617.28
02/01/2028	\$1,249.43	\$10,613.57	2.75%	\$11,863.00	\$517,003.70
03/01/2028	\$1,145.31	\$10,717.69	2.75%	\$11,863.00	\$506,286.01
04/01/2028	\$1,198.91	\$10,664.09	2.75%	\$11,863.00	\$495,621.92
05/01/2028	\$1,135.80	\$10,727.20	2.75%	\$11,863.00	\$484,894.72
06/01/2028	\$1,148.26	\$10,714.74	2.75%	\$11,863.00	\$474,179.98
07/01/2028	\$1,086.66	\$10,776.34	2.75%	\$11,863.00	\$463,403.64
08/01/2028	\$1,097.37	\$10,765.63	2.75%	\$11,863.00	\$452,638.01
09/01/2028	\$1,071.87	\$10,791.13	2.75%	\$11,863.00	\$441,846.88
10/01/2028	\$1,012.57	\$10,850.43	2.75%	\$11,863.00	\$430,996.45
11/01/2028	\$1,020.62	\$10,842.38	2.75%	\$11,863.00	\$420,154.07
12/01/2028	\$962.85	\$10,900.15	2.75%	\$11,863.00	\$409,253.92
01/01/2029	\$969.14	\$10,893.86	2.75%	\$11,863.00	\$398,360.06
02/01/2029	\$943.34	\$10,919.66	2.75%	\$11,863.00	\$387,440.40
03/01/2029	\$828.69	\$11,034.31	2.75%	\$11,863.00	\$376,406.09
04/01/2029	\$891.35	\$10,971.65	2.75%	\$11,863.00	\$365,434.44
05/01/2029	\$837.45	\$11,025.55	2.75%	\$11,863.00	\$354,408.89
06/01/2029	\$839.26	\$11,023.74	2.75%	\$11,863.00	\$343,385.15
07/01/2029	\$786.92	\$11,076.08	2.75%	\$11,863.00	\$332,309.08
08/01/2029	\$786.93	\$11,076.07	2.75%	\$11,863.00	\$321,233.01
09/01/2029	\$760.70	\$11,102.30	2.75%	\$11,863.00	\$310,130.70
10/01/2029	\$710.72	\$11,152.28	2.75%	\$11,863.00	\$298,978.42
11/01/2029	\$708.00	\$11,155.00	2.75%	\$11,863.00	\$287,823.42
12/01/2029	\$659.60	\$11,203.40	2.75%	\$11,863.00	\$276,620.01
01/01/2030	\$655.05	\$11,207.95	2.75%	\$11,863.00	\$265,412.06
02/01/2030	\$628.51	\$11,234.49	2.75%	\$11,863.00	\$254,177.57
03/01/2030	\$543.66	\$11,319.34	2.75%	\$11,863.00	\$242,858.23
04/01/2030	\$575.10	\$11,287.90	2.75%	\$11,863.00	\$231,570.33
05/01/2030	\$530.68	\$11,332.32	2.75%	\$11,863.00	\$220,238.02
06/01/2030	\$521.54	\$11,341.46	2.75%	\$11,863.00	\$208,896.55

07/01/2030	\$478.72	\$11,384.28	2.75%	\$11,863.00	\$197,512.27
08/01/2030	\$467.72	\$11,395.28	2.75%	\$11,863.00	\$186,116.99
09/01/2030	\$440.74	\$11,422.26	2.75%	\$11,863.00	\$174,694.73
10/01/2030	\$400.34	\$11,462.66	2.75%	\$11,863.00	\$163,232.07
11/01/2030	\$386.54	\$11,476.46	2.75%	\$11,863.00	\$151,755.61
12/01/2030	\$347.77	\$11,515.23	2.75%	\$11,863.00	\$140,240.39
01/01/2031	\$332.10	\$11,530.90	2.75%	\$11,863.00	\$128,709.48
02/01/2031	\$304.79	\$11,558.21	2.75%	\$11,863.00	\$117,151.27
03/01/2031	\$250.57	\$11,612.43	2.75%	\$11,863.00	\$105,538.85
04/01/2031	\$249.92	\$11,613.08	2.75%	\$11,863.00	\$93,925.77
05/01/2031	\$215.25	\$11,647.75	2.75%	\$11,863.00	\$82,278.02
06/01/2031	\$188.55	\$11,674.45	2.75%	\$11,863.00	\$70,603.57
07/01/2031	\$167.19	\$11,695.81	2.75%	\$11,863.00	\$58,907.76
08/01/2031	\$135.00	\$11,728.00	2.75%	\$11,863.00	\$47,179.76
09/01/2031	\$111.72	\$11,751.28	2.75%	\$11,863.00	\$35,428.48
10/01/2031	\$83.90	\$11,779.10	2.75%	\$11,863.00	\$23,649.38
11/01/2031	\$54.20	\$11,808.80	2.75%	\$11,863.00	\$11,840.58
12/01/2031	\$28.04	\$11,840.58	2.75%	\$11,868.62	(\$0.00)

\$185,428.62

\$1,250,000.00

\$1,435,428.62

WAM =

5.3943 Years

EXHIBIT "C"
FORM OF BOND

Number 1

\$1,250,000.00

BOROUGH OF PARKESBURG
CHESTER COUNTY, PENNSYLVANIA
GENERAL OBLIGATION BOND, SERIES OF 2021

KNOW ALL MEN BY THESE PRESENTS that the **BOROUGH OF PARKESBURG, CHESTER COUNTY, PENNSYLVANIA** (the "Borough"), a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") promises to pay to the order of M&T Bank, Wilmington, Pennsylvania ("Purchaser"), or registered assigns, on the 1st day of November, 2031, unless this Bond (hereinafter defined) shall be prepaid, upon surrender hereof, the principal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), or such lesser particular sum as shall represent the unpaid balance of such principal sum, and to pay interest through and including November 1, 2031, on the principal sum hereof, which from time to time, shall be outstanding and shall remain unpaid, until the principal sum hereof fully shall have been paid. Commencing on December 1, 2021, on the first day of each month thereafter to and including November 1, 2031, the Borough shall pay monthly installments of principal and interest, amortizing the loan represented by this Bond over 120 months. This Bond shall bear interest at the fixed rate equal to 2.75%. The 1st day of each month shall be referred to as a "Payment Date". On November 1, 2031, any remaining unamortized principal, accrued interest thereon and all other charges due hereunder shall be payable hereon. All interest due on the Bond shall be calculated on the basis of twelve thirty (30) day months and a 360 day year.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close with the same force and effect as if made on the due date for payment of principal and interest and no interest shall accrue thereon for any period after such due date.

On and after the occurrence of a Determination of Taxability (defined below), principal and interest shall continue to be due and payable as provided above, provided that interest shall accrue at the rate of interest determined in this paragraph. If a Determination of Taxability shall occur, the rate of interest applicable on this Bond shall be equal to an annual rate of interest which more accurately reflects the actual tax burden on the Purchaser resulting from the Determination of Taxability. The Purchaser or such other registered owner shall calculate the new rate of interest described in clause (b) above. The Purchaser shall submit written calculations of such new rate of interest in reasonable detail to the Borough for review. Absent manifest error in such calculations, the Purchaser's calculations shall be binding.

Notwithstanding the prepayment or repayment of this Bond, the Borough also promises to pay, within fifteen (15) days after written notice from the Purchaser: (i) additional interest, if any, in an amount that, together with the interest actually received for the period commencing upon the date of issuance hereof or upon an Event of Taxability (whichever is applicable) and ending on the date of Determination of Taxability, shall equal interest calculated on the various outstanding principal balances under this Bond during such period at the Taxable Rate, (ii) any deficiency (as defined in Section 6211 of the Internal Revenue Code of 1986, as amended (the "Code")) assessed by the Internal Revenue Service by the issuance of a statutory notice under Section 6212 of the Code alleging that all or some part of the interest paid or payable with respect to this Bond is includable in the gross income of the registered owner hereof under Section 103(a) of the Code (plus statutory interest and penalties due thereon) on account of such Event of Taxability and (iii) all other interest (if any), lost deductions, charges, costs, fees, penalties or assessments paid or payable by the Purchaser, which may be retroactive to the date of issuance of the Bond, resulting from a Determination of Taxability. The Purchaser shall not have an obligation to contest a Determination of Taxability.

"Determination of Taxability" means the first to occur of the following events: (i) the date on which the Borough determined that an Event of Taxability (hereinafter defined) has occurred by filing with the Purchaser, a statement to that effect supported by one or more tax schedules, returns or documents that disclose that such an Event of Taxability has occurred; (ii) the date on which the Borough is advised by private ruling, technical advice or other written communication from any authorized official of the Internal Revenue Service that, based upon any filings of the Borough or any other person or entity, or upon any review or audit of the Borough or any other person or entity, or upon any other grounds whatsoever, an Event of Taxability has occurred; (iii) the date on which the Borough is advised that a court of competent jurisdiction has issued an order, declaration, ruling or Judgment to the effect that an Event of Taxability has occurred; (iv) the date the Borough shall have received written notice from any owner of the Note that such owner has received a written assertion or claim by any authorized official of the Internal Revenue Service that an Event of Taxability has occurred; or (v) the date the Borough is notified that the Internal Revenue Service has issued any private ruling, technical advice or any other written communication, with or to the effect that an Event of Taxability has occurred; provided, however, that (x) no Determination of Taxability described in each of clauses (i), (ii), (iii), (iv) or (v) above shall be deemed to have occurred unless the Borough shall have received a written opinion of Georgeadis Setley, Wyomissing, Pennsylvania, or other nationally recognized bond counsel satisfactory to the Purchaser and not unsatisfactory to the Borough, and in form and substance satisfactory to the Purchaser and not unsatisfactory to the Borough, to the effect that an Event of Taxability has occurred; and (y) no Determination of Taxability described in each of clauses (i), (ii), (iii), (iv) or (v) above shall be deemed to have occurred until ninety (90) days shall have elapsed from the dates described in clauses (i), (ii), (iii), (iv) or (v) above without such Determination of Taxability having been suspended, rescinded or cancelled.

"Event of Taxability" means a change of law or regulations, or the interpretation thereof, or the occurrence of any other event or the existence of any other circumstances (including without limitation the fact that any representations or warranties of the Borough made in

connection with the issuance of the Bond is or was untrue or that a covenant of the Borough has been breached) that has the effect of (a) causing more interest payable on the Bond to be taken into account by “financial institutions” (as defined in Section 265(b) of the Code) for purposes of determining the allocation of interest expenses to tax-exempt interest under Sections 265(b) (1) and (2) of the Code than is currently required to be taken into account on the date of issuance of this Bond or (b) causing interest payable on the Bond to be includable in gross income for federal income purposes under Section 103 of the Code.

This General Obligation Bond, Series of 2021 (the “Bond”), is issued under and pursuant to provisions of the Ordinance enacted by the Borough on October 4, 2021 (the “Ordinance”). This Bond is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the “Act”), without the assent of electors, and pursuant to the Ordinance. This Bond shall be issued in the maximum principal amount of \$1,250,000 and is subject to provisions and is entitled to the benefit of provisions of the Ordinance. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

This Bond may be prepaid without penalty, by the Borough prior to maturity, at the option of the Borough, as a whole, upon payment of 100% of the outstanding principal balance thereof, together with accrued interest to the date of such prepayment. The Borough may, at its option, prepay any part of the outstanding principal balance of this Bond, without penalty, by payment of the amount selected for such prepayment, together with accrued interest on the amount selected for such prepayment, to the prepayment date. Any partial payment of principal may be credited against such stated installments of principal on this Bond as the Borough may designate in writing to the Purchaser at the time of prepayment; otherwise, partial prepayment of principal shall be applied in the inverse order of maturity and shall not postpone or reduce any regularly scheduled payment of principal and interest.

All payments of principal or interest due hereunder shall be payable to M&T Bank, Wilmington, Delaware, as paying agent (the “Paying Agent”), at the bank branch office located at 1100 North Market Street, 11th Floor, Wilmington, Delaware 19801, in lawful money of the United States of America in immediately available funds which, at the time of payment, shall be legal tender for the payment of all debts, public and private.

The Borough has covenanted in the Ordinance, to and with the registered owners(s) hereof, that it (i) shall include the amount of debt service for this Bond, for each fiscal year of the Borough in which such amounts are payable, in its budget for that fiscal year, (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year, and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal amount of this Bond and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Borough has pledged, irrevocably, its full-faith, credit and taxing power. In addition, in the Ordinance the Borough has pledged certain other revenues of the Borough to the repayment of the principal amount of the loan (evidenced by this Bond) used for non-refunding purposes. In the Ordinance, the Borough has covenanted to and with registered owners of this

Bond that it will make no use of the proceeds of this Bond, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of the Bond, would cause this Bond to be an "arbitrage bond" as such term is defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. The Borough has further covenanted that it will comply with the requirements of such Section 148 and with the regulations thereunder throughout the term of this Bond.

The Bond does not pledge the credit or taxing power of the Commonwealth; nor shall this Bond be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest of this Bond.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

This Bond is transferable by the registered owner hereof, but only upon surrender of this Bond to the Paying Agent, at its principal office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Borough and the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative, for registration of transfer. Upon surrender, the Paying Agent shall enter any transfer of ownership of this Bond in the registration books maintained for the purpose and shall deliver this Bond to the transferee with notation of such registration written hereon. The Borough and any paying agent designated by the Borough may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Borough shall not be affected by any notice to the contrary.

Any notice to the Borough with respect to this Bond shall be served sufficiently for all purposes if placed in the United States mail addressed to, or if left upon the premises at the address shown on records of the Paying Agent.

This Bond has been designated, in the Ordinance, by the Borough as a "qualified tax-exempt obligation," within the meaning of Section 265(b)(3)(B) of the Code.

So long as the Purchaser is the registered owner of this Bond, commencing in fiscal year 2021, the Borough shall submit, on an annual basis to the registered owners of this Bond, within one hundred eighty (180) days after the close of each fiscal year, the Borough's annual, audited financial statements prepared and audited by an independent accountant (satisfactory to the Purchaser) in accordance with the General Accounting Standards Board prescribed pronouncements.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the Borough or of any successor body, as such, either directly or through the Borough or any such successor body, under any constitutional provision, statute or rule of

law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of the Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the Borough to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with 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 Borough are within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the Borough has established with the Paying Agent, as sinking fund depository, a sinking fund for this Bond and shall deposit therein amounts sufficient to pay the principal of and interest on this Bond as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the Borough are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Borough of Parkesburg, Chester County, Pennsylvania has caused this Bond to be executed in its name and on its behalf by its President or Vice President and its official seal to be affixed hereto, duly attested by its Secretary or Assistant Secretary, all as of the 1st day of November, 2021.

**BOROUGH OF PARKESBURG
CHESTER COUNTY, PENNSYLVANIA**

By: _____
President,
Council of the Borough

Attest: _____
Secretary

REGISTRATION RECORD

Date of Registration	Name of Registered Owner	Registrar (Registered By Authorized Representative of Paying Agent)
November 1, 2021	M&T Bank	

ASSIGNMENT

FOR VALUE RECEIVED, _____
hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____
the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Date:

Notice: No transfer will be issued in the name of the Transferee unless the signature (s) to this assignment correspond (s) with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and the name of the trustee should be supplied.
