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COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

ORDINANCE NO. 4-2017

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA DETERMINING TO INCUR DEBT IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,917,000; DETERMINING THAT SUCH DEBT SHALL BE INCURRED AS LEASE RENTAL DEBT TO BE EVIDENCED BY A GUARANTEED LEASE REVENUE NOTE, SERIES OF 2017, TO BE AUTHORIZED AND TO BE ISSUED BY DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; BRIEFLY DESCRIBING THE PROJECTS FOR WHICH SAID DEBT WAS INCURRED AND OF WHICH SAID DEBT IS TO BE INCURRED AND SPECIFYING THE REMAINING REALISTIC USEFUL LIVES OF SAID PROJECTS; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE COUNTY TO EXECUTE, ATTEST, SEAL AND DELIVER, AS APPROPRIATE, (I) VARIOUS LEASE AGREEMENTS, BETWEEN SAID AUTHORITY, AS LESSOR, AND THE COUNTY, AS LESSEE, WITH RESPECT TO VARIOUS MAGISTERIAL DISTRICT JUSTICE OFFICE BUILDINGS, (II) A GROUND LEASE, AND (III) A GUARANTY AGREEMENT WITH RESPECT TO THE AFORESAID NOTE; APPROVING THE FORMS OF SAID LEASE AGREEMENTS, THE GROUND LEASE AND SAID GUARANTY AGREEMENT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF COMMISSIONERS AND THE CHIEF CLERK OF THE COUNTY TO PREPARE, VERIFY AND FILE, AS APPLICABLE, THE DEBT STATEMENT, THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT, AND OTHER APPROPRIATE DOCUMENTS REQUIRED BY THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa. C.S. § 8001 ET SEQ.; SPECIFYING THE MAXIMUM LEASE RENTALS TO BE PAID BY THE COUNTY PURSUANT TO SAID LEASE AGREEMENTS; GUARANTEEING PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE AFORESAID NOTE AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO; SPECIFYING THE MAXIMUM AMOUNT OF THE GUARANTY OBLIGATIONS OF THE COUNTY PURSUANT TO SUCH GUARANTY AGREEMENT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY WITH RESPECT TO THE GUARANTY AGREEMENT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO EXECUTE ALL REQUIRED, NECESSARY OR DESIRABLE CERTIFICATES AND DOCUMENTS IN CONNECTION WITH SAID LEASE RENTAL DEBT AND THE PROJECTS; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE ACTION IN CONNECTION WITH SUCH PROJECTS AND THE EXECUTION, DELIVERY OR ACCEPTANCE OF SAID LEASE AGREEMENTS, THE GROUND LEASE AND SAID GUARANTY AGREEMENT; PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS ORDINANCE; AND PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS.

WHEREAS, the County of Dauphin, Pennsylvania (the “**County**”) exists under laws of the Commonwealth of Pennsylvania (the “**Commonwealth**”) and is a “local government unit,” as such term is defined under the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.* (the “**Debt Act**”); and

WHEREAS, Dauphin County Industrial Development Authority (the “**Authority**”) is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania, having been duly organized by the County pursuant to the provisions of the Act of August 23, 1967, P.L. 251, of the Commonwealth of Pennsylvania, as amended and supplemented, known as the Economic Development Financing Law (the “**Act**”); and

WHEREAS, the Authority heretofore issued its Guaranteed Lease Revenue Note, Series of 2006 (1300 Rolleston Street Project) in the original principal amount of \$900,000 (the “**2006 Note**”) in order to finance the acquisition and construction of a building situated at 1300 Rolleston Street in the City of Harrisburg, Dauphin County, Pennsylvania (the “**MDJ Postelle Project**”), which was leased to the County pursuant to an Agreement of Lease (the “**Original MDJ Postelle Lease**”) for use as a magisterial district justice office and courtroom; and

WHEREAS, the Authority heretofore issued its Guaranteed Lease Revenue Note, Series of 2007 (2125 Paxton Church Road Project) in the original principal amount of \$410,650.52 (the “**2007 Note**”) in order to finance the acquisition of a building situated at 2125 Paxton Church Road in the Township of Susquehanna, Dauphin County, Pennsylvania (the “**MDJ Lenker Project**”), which was leased to the County pursuant to an Agreement of Lease (the “**Original MDJ Lenker Lease**”) for use as a magisterial district justice office and courtroom; and

WHEREAS, the Authority heretofore issued its Guaranteed Lease Revenue Note, Series of 2007 (5925 Stevenson Avenue Project) in the original principal amount of \$900,000 (the “**2007A Note**”) in order to finance the acquisition and renovation of a building situated at 5925 Stevenson Avenue, Lower Paxton Township, Dauphin County, Pennsylvania (the “**MDJ Wenner Project**”), which was leased to the County pursuant to an Agreement of Lease (the “**Original MDJ Wenner Lease**”) for use as a magisterial district justice office and courtroom; and

WHEREAS, the Authority heretofore issued its Guaranteed Lease Revenue Note, Series of 2013 (District Justice Office – West Hanover Township Project) in the original principal amount of \$1,384,967 (the “**2013 Note**”) in order to finance the acquisition and construction of a building situated in the Clover Hill Business Park located at the intersection of Routes 39 and 22 in the Township of West Hanover, Dauphin County, Pennsylvania (the “**MDJ Witmer Project**”), which was leased to the County pursuant to an Agreement of Lease (the “**Original MDJ Witmer Lease**”) for use as a magisterial district justice office and courtroom; and

WHEREAS, the Authority heretofore issued its Guaranteed Lease Revenue Note, Series of 2015 (District Justice Office – Lower Paxton Township Project) in the original principal amount of \$1,900,000 (the “**2015 Note**”) in order to finance the acquisition and construction of a building situated at the intersection of Locust Lane and Porsche Drive in the Township of Lower Paxton, Dauphin County, Pennsylvania (the “**MDJ Lindsey Project**”), which was leased to the County pursuant to an Agreement of Lease (the “**Original MDJ Lindsey Lease**”) for use as a magisterial district justice office and courtroom; and

WHEREAS, the Authority and the County desire to refinance the 2006 Note, the 2007 Note, the 2007A Note, the 2013 Note and the 2015 Note in order to reduce the amount of debt service due annually by extending the terms of each of the notes to 2040 (the “**Refunding Project**”); and

WHEREAS, the Authority, with the consent of the County, heretofore agreed to undertake a project (the “**MDJ Smith Project**”, and together with the Refunding Project, collectively, the “**Project**”) consisting of the acquisition and construction of a new magisterial district justice office and courtroom to be situated on a parcel of property located in the Township of Swatara, Dauphin County, Pennsylvania and currently owned by the County (the “**Parcel**”); and

WHEREAS, based on reasonable cost estimates obtained for the MDJ Smith Project, including the costs of issuance thereof, with the assistance of persons qualified by experience, the cost is estimated to be at least \$1,500,000 and the estimated useful life of the MDJ Smith Project is estimated to be at least thirty-five (35) years; and

WHEREAS, the County, as lessor, and the Authority, as lessee, desire to enter into a Ground Lease (the “**Ground Lease**”), pursuant to which the Authority will lease from the County all or a portion of the Parcel upon which the Authority will construct the MDJ Smith Project; and

WHEREAS, the County and the Authority are willing to enter into an Agreement of Lease (the “**MDJ Smith Lease**”) whereunder the Authority, as lessor, shall lease the MDJ Smith Project to the County, as lessee, and whereunder the County agrees, *inter alia*, to operate and maintain the MDJ Smith Project and to pay certain rentals to the Authority or its assigns; and

WHEREAS, in order to finance the Refunding Project and the MDJ Smith Project, the Authority is willing to enter into a credit facility, in the principal sum not to exceed \$5,917,000, with S&T Bank (the “**Bank**”) pursuant to which the Bank has agreed, upon certain terms and conditions, to loan said sum to the Authority to be applied for and toward payment of costs of the Refunding Project and the MDJ Smith Project; and

WHEREAS, the Authority’s obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2017 (District Justice Offices Project) (the “**2017 Note**”), in the principal amount not to exceed \$5,917,000, to be issued and delivered under and pursuant to a loan agreement by and between the Bank and the Authority; and

WHEREAS, the Board of Commissioners of the County has determined that the Refunding Project and the MDJ Smith Project are in the best interests of the County and its residents; and

WHEREAS, the County desires the Authority to undertake the Project, and as inducement to the Authority to undertake the Project and to issue its 2017 Note, the County is willing to guarantee the full payment of the principal of and the interest on the 2017 Note, when due, pursuant to a guaranty agreement (the “**Guaranty**”) and the authority set forth in the Debt Act; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the County of Dauphin, Pennsylvania, as follows:

1. The Projects and Recitals. The Board of Commissioners of the County hereby combines the Refunding Project and the MDJ Smith Project for financing purposes, and hereby requests and authorizes the Authority to proceed to undertake the Project, the financing thereof and the payment of all “costs” related thereto. The description of the Project contained in the recitals to this Ordinance hereby is incorporated into this Section by reference as if set out at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length.

2. Cost and Realistic Useful Lives. Reasonable cost estimates have been obtained for each component of the Project with the assistance of financial advisors and other persons qualified by experience. The total cost of the Project is at least \$5,917,000, with \$1,500,000 allocable to the Capital Project and \$4,417,000 allocable to the Refunding Project. The Board of Commissioners of the County hereby determines that the useful life of the MDJ Smith Project is at least thirty-five (35) years. The Board of Commissioners of the County hereby determines that the remaining useful lives of (a) the MDJ Postelle Project, originally financed with the 2006 Note, now being refinanced with a portion of the proceeds of the Note, is at least twenty-four (24) years, (b) the MDJ Lenker Project, originally financed with the 2007 Note, now being refinanced with a portion of the proceeds of the Note, is at least twenty-five (25) years, (c) the MDJ Wenner Project, originally financed with the 2007A Note, now being refinanced with a portion of the proceeds of the Note, is at least twenty-five (25) years, (d) the MDJ Witmer Project, originally financed with the 2013 Note, now being refinanced with a portion of the proceeds of the Note, is at least twenty-six (26) years, and (e) the MDJ Lindsey Project, originally financed with the 2015 Note, now being refinanced with a portion of the proceeds of the Note, is at least twenty-eight (28) years.

3. Incurrence of Lease Rental Debt. The Board of Commissioners of the County hereby determines to incur "debt", as such term is defined in the Debt Act, as "lease rental debt", as such term is defined in the Debt Act, in connection with the financing of the Project by the Authority.

4. Amount of Lease Rental Debt. The debt to be incurred, as lease rental debt, as set forth in Section 3 hereof, shall be in the maximum principal amount of \$5,917,000 and shall be evidenced by the County's execution and delivery of the Guaranty, pursuant to which the County agrees to guarantee the payment of principal of and interest on the Note, when due. The Note shall be issued under and pursuant to a loan agreement by and between the Authority and the Bank, and secured by, *inter alia*, lease rentals payable by the County to the Authority or its assigns under (a) the MDJ Postelle Lease, substantially in the form referred to in subsection 5(a) hereof, (b) the MDJ Lenker Lease, substantially in the form referred to in subsection 5(b) hereof, (c) the MDJ Wenner Lease, substantially in the form referred to in subsection 5(c) hereof, (d) the MDJ Witmer Lease, substantially in the form referred to in subsection 5(d) hereof, (e) the MDJ Lindsey Lease, substantially in the form referred to in subsection 5(e) hereof, (f) the MDJ Smith Lease, substantially in the form referred to in subsection 5(f) hereof, and (g) the Guaranty executed by the County, substantially in the form referred to in subsection 6(a) hereof.

5. Authorization and Approval of Lease Agreements and Ground Lease.

(a) *MDJ Postelle Lease.* The County, as lessee, shall enter into an Agreement of Lease with the Authority, as lessor, substantially in the form referred to in this subsection (a), with respect to the portion of the Note allocated to the MDJ Postelle Project (the "**MDJ Postelle Lease**"). The MDJ Postelle Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Postelle Project. The MDJ Postelle Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Postelle Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Postelle Lease is attached hereto as Exhibit A-1.

(b) *MDJ Lenker Lease.* The County, as lessee, shall enter into an Agreement of Lease with the Authority with the Authority, as lessor, substantially in the form referred to in this subsection (b), with respect to the portion of the Note allocated to the MDJ Lenker Project (the "**MDJ Lenker Lease**"). The MDJ Lenker Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Lenker Project. The MDJ Lenker Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Lenker Lease, in the form

so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Lenker Lease is attached hereto as Exhibit A-2.

(c) *MDJ Wenner Lease.* The County, as lessee, shall enter into an Agreement of Lease with the Authority, as lessor, substantially in the form referred to in this subsection (c), with respect to the portion of the Note allocated to the MDJ Wenner Project (the “**MDJ Wenner Lease**”). The MDJ Wenner Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Wenner Project. The MDJ Wenner Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Wenner Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Wenner Lease is attached hereto as Exhibit A-3.

(d) *MDJ Witmer Lease.* The County, as lessee, shall enter into an Agreement of Lease with the Authority, as lessor, substantially in the form referred to in this subsection (d), with respect to the portion of the Note allocated to the MDJ Witmer Project (the “**MDJ Witmer Lease**”). The MDJ Witmer Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Witmer Project. The MDJ Witmer Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Witmer Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Witmer Lease is attached hereto as Exhibit A-4.

(e) *MDJ Lindsey Lease.* The County, as lessee, shall enter into an Agreement of Lease with the Authority, as lessor, substantially in the form referred to in this subsection (e), with respect to the portion of the Note allocated to the MDJ Lindsey Project (the “**MDJ Lindsey Lease**”). The MDJ Lindsey Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Lindsey Project. The MDJ Lindsey Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Lindsey Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Lindsey Lease is attached hereto as Exhibit A-5.

(f) *MDJ Smith Lease.* The County, as lessee, shall enter into the MDJ Smith Lease with the Authority, as lessor, substantially in the form referred to in this subsection (f), with respect to the portion of the Note allocated to the MDJ Smith Project. The MDJ Smith Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the MDJ Smith Project. The MDJ Smith Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the MDJ Smith Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Smith Lease is attached hereto as Exhibit A-6.

(g) *Ground Lease.* The County, as lessor, shall enter into the Ground Lease with the Authority, as lessee, substantially in the form referred to in this subsection (g), with respect to the Parcel or a portion thereof upon which the Authority will undertake the MDJ Smith Project. The Ground Lease shall be in such form and contain such terms and provisions as are acceptable to such officers executing the same with the advice of the County Solicitor, such approval to be conclusively evidenced by his or her execution thereof. A copy of the Ground Lease, in the form so approved, shall be filed with the Chief

Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the MDJ Smith Lease is attached hereto as Exhibit A-7.

(h) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are hereby authorized and directed to execute, attest, acknowledge and deliver, as applicable, the Ground Lease, the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease, in behalf of the County, with such insertions, deletions and amendments as the officers of the County executing the Ground Lease, the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease and the Solicitor to the County shall approve. The execution, attestation and delivery of the Ground Lease, the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease, respectively, shall be subject to compliance by the County with applicable provisions of the Debt Act. Said officers of the County are authorized to take all other required, necessary or desirable action in connection with the Refunding Project and the MDJ Smith Project and with the execution and delivery of the Ground Lease, the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease, as applicable.

(i) *Consent to Assignments.* The County consents to the assignment of the Ground Lease to the Bank and consents to the assignment by the Authority of all its right, title and interest in the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease and all rentals payable by the County thereunder as set forth in an Assignment, attached to each of the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease and the MDJ Smith Lease, respectively.

6. The Guaranty.

(a) *Guaranty.* The County shall enter into the Guaranty, substantially in the form referred to in this subsection (a), with respect to the Note to be issued by the Authority. The Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Guaranty, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the Guaranty is attached hereto as Exhibit B.

(b) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are hereby authorized and directed to execute, attest, seal and deliver the Guaranty with such insertions, deletions and amendments as the officers of the County executing the Guaranty and the Solicitor to the County shall deem necessary. The execution, attestation and delivery of the Guaranty by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the Guaranty shall be subject to compliance by the County with applicable provisions of the Debt Act. Said officers of the County are authorized to take all other required, necessary or desirable action in connection with the Project and with the execution and delivery of the Guaranty.

(c) *Delivery to the Bank.* The County authorizes delivery of the Guaranty to the Bank for the purposes set forth therein.

7. Filing with Department of Community and Economic Development. The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are authorized and directed to make application to the Pennsylvania Department of Community and Economic Development (the "**Department**") for approval with respect to said lease rental debt, as required by the Debt Act, and to pay or cause to be paid to the Department all proper filing fees required by the Debt Act and to take all other required and appropriate action.

Accordingly, the Chairman or Vice Chairman of the Board of Commissioners and Chief Clerk of the County are authorized and directed: (a) to prepare, verify and file with the Department, a debt statement as required by the Debt Act; (b) to prepare, execute and file with the Department the borrowing base certificate to be appended to the debt statement referred to in subparagraph (a) of this Section; (c) to prepare, execute and file the application with the Department, together with a complete and accurate transcript of the proceedings relating to the incurring of debt, of which debt the Notes, upon issue, and the Guaranties, upon execution and delivery, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all filing fees required by the Debt Act in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action, and further, the same proper officers are authorized, at their discretion, hereafter to prepare and file, as required, with the Department, appropriate statements required by the Debt Act which are necessary to qualify all or a portion of lease rental debt of the County, if any shall be subject to exclusion as self liquidating debt, for exclusion from the appropriate debt limit of the County as such self liquidating debt.

8. Execution of Documents. The Chairman or Vice Chairman, or in the alternative, each member, of the Board of Commissioners and Chief Clerk of the County are authorized and directed to execute, attest and deliver, as applicable, on behalf of the County, any other document, agreement, instrument or certificate deemed necessary and proper, in substantially the form approved by this Ordinance, or with such changes as such officers shall approve, their execution to constitute conclusive evidence of such approval; provided that, such execution and delivery of each of the Guaranties shall be subject to compliance by the County with applicable provisions of the Debt Act.

9. Guaranty Covenant. The County hereby guarantees the full payment of the principal of and interest on the Note and in furtherance thereof covenants and agrees with the holders from time to time of the Note that if the Authority shall fail to pay the full amount of the principal of and interest on the Note when the same becomes due and payable, at the times and places, under the terms and conditions, and in the manner prescribed in the Note, the County will pay the full amount of such principal and interest to the holders of the Note.

The County covenants to and with the holders of the Note, from time to time, that, subject to the terms and conditions of and as set forth more fully in the Guaranty, the County (a) shall include the amounts payable in respect of the Guaranty for each fiscal year in which such sums are payable in its budget for that year, (b) shall appropriate such amounts from its general revenues for the payment of such payment, and (c) shall duly and punctually pay or cause to be paid from any of its revenues or funds the amount payable in respect of the Guaranty, at the dates and place and in the manner stated in the Guaranty, according to the true intent and meaning thereof. The County pledges its full faith, credit and taxing power for such budgeting, appropriation and payment in respect of the Guaranty. For the purpose of complying with the covenants of this Section, the County shall, subject to the terms and conditions hereof and of the Guaranty, budget the amounts set forth in Exhibit C hereto for the fiscal year in which such amounts are payable and shall appropriate and shall pay, in the manner provided in the Guaranty, such amounts. This covenant shall be specifically enforceable in accordance with the Debt Act.

In the event that the County is obligated to make payments under the Guaranty, the maximum amounts required to be paid thereunder, if and as necessary on an annual basis, from the general revenues

of the County, shall be as set forth on Exhibit C hereto. Exhibit C is incorporated herein by reference with the same force and effect as if fully set forth in the text hereof. If at any time the County is required to make any payment under the Guaranty, the proper officers of the County are hereby authorized and directed to do so.

10. General Authorization. Proper officers of the County are authorized and directed to execute all documents and to take such other action as may be necessary to carry out the intent and purposes of this Ordinance and the undertakings of the County under the Ground Lease, the MDJ Postelle Lease, the MDJ Lenker Lease, the MDJ Wenner Lease, the MDJ Witmer Lease, the MDJ Lindsey Lease, the MDJ Smith Lease and the Guaranty, as applicable.

11. Effective Date. This Ordinance shall become effective in accordance with the provisions of the Debt Act.


12. Severability. 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 the County that the remainder of the Ordinance shall remain in full force and effect.

13. Repealer. All ordinances and resolutions or parts thereof, insofar as the same are inconsistent herewith, are repealed hereby.

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DULY ENACTED AND ORDAINED this 26th day of July, 2017, by the Board of Commissioners of the County of Dauphin, Pennsylvania, in lawful session duly assembled.

COUNTY OF DAUPHIN
Commonwealth of Pennsylvania



Chairman, Board of Commissioners

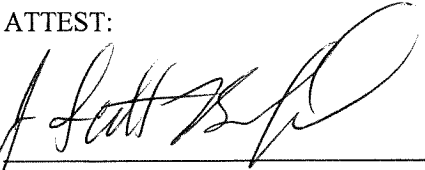


Vice Chairman, Board of Commissioners



Secretary, Board of Commissioners

ATTEST:



Deputy Chief Clerk

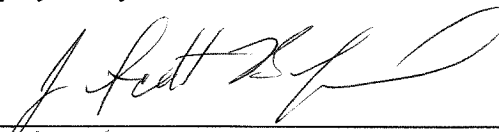
(SEAL)

CERTIFICATE

I, the undersigned officer of the County of Dauphin, Pennsylvania (the "County"), hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of an Ordinance (the "Ordinance") which was duly enacted at a meeting of the Board of Commissioners of the County on July 26, 2017, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Ordinance was duly recorded in the County's Ordinance Book, and a summary of the Ordinance was published as required by law in a newspaper of general circulation in the County; (c) the County met the advance notice requirements of the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, as amended, by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Commissioners; (d) the total number of members of the Board of Commissioners is three; and (e) the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Jeffrey T. Haste	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Michael H.W. Pries	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
George P. Hartwick, III	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

WITNESS my hand and seal of the County this 26th day of July, 2017.



Deputy Chief Clerk

(SEAL)